



CITY COUNCIL REGULAR MEETING AGENDA
Monday, August 17, 2015, 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 August 3, 2015 Camas City Council Meeting and the Workshop minutes of August 3, 2015.

 [August 3, 2015 Camas City Council Regular Minutes - Draft](#)

[August 3, 2015 Camas City Council Workshop Minutes - Draft](#)

- B. Approve the claim checks as approved by the Finance Committee.
- C. Authorize the write-off of two utility accounts in the amount of \$487.24. Both debtors filed Chapter 7 bankruptcy and are entitled to a discharge per the United States Bankruptcy Court. (Submitted by Pam O'Brien)
- D. Authorize the write-off of two unpaid final utility bills in the amount of \$155.07. This amount represents outstanding water, sewer, garbage, recycling and storm water charges that are left unpaid by previous property owners. (Submitted by Pam O'Brien)
- E. Authorize the write-off of the July 2015 Emergency Medical Services (EMS) billings in the amount of \$83,341.57. 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)
- F. Authorize the Engineering Manager to sign the contract with HDJ Design Group for Project S-602 North Urban Growth Area Arterial Study and Project S-603 SR-500 and 6th Avenue Corridor Study for corridor study analyses in the amount not to exceed \$159,256. (Submitted by James Carothers)

 [Corridor Studies Contract](#)

- G. Authorize the Mayor to sign the Boundary Line Adjustments and Grant of Easements with the Towle, Lovell and Hoyt property owners in regards to the City's Watershed property. (Submitted by Steve Wall)
-  [Agreement for Boundary Line Adjustment](#)
- H. Authorize the Mayor to sign the Professional Services Agreement with Pacific Groundwater Group in the amount of \$20,000 to provide water system hydrogeologic support services (Project WS-740A) on an as-needed basis. There is sufficient budget in the 2015-2016 Water/Sewer Fund to support this effort. (Submitted by Steve Wall)
-  [PGG Professional Services Agreement 2015](#)
- I. Authorize Pay Estimate No. 3 to AAA Septic Service for Project WS-748 2015 STEP/STEF Tank Pumping in the amount of \$7,564.46 for work through July 31, 2015. 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)
-  [Tank Pumping Pay Estimate 3](#)
- J. Authorize the Mayor to sign Change Order No. 4 for additional work on Project S-565 NW 38th Avenue, Phase 2 to Nutter Corp. in the amount of \$20,904.54. (Submitted by James Carothers)
-  [NW 38th Phase 2 Change Order 4](#)
- K. Authorize Pay Estimate No. 13 to Nutter Corp. for Project S-565 NW 38th Avenue, Ph. 2 Roadway Improvements in the amount of \$39,223.37 for work through August 3, 2015. (Submitted by James Carothers)
-  [NW 38th Phase 2 Pay Estimate 13](#)
- L. Authorize the Mayor to sign the contract with HHPR for Project P-911 Heritage Trailhead Parking and S-566B Friberg Oak Mitigation for professional services and design in an amount not to exceed \$50,520. (Submitted by James Carothers)
-  [Trailhead Parking and Oak Mitigation Contract](#)
- M. Authorize the Mayor to sign Change Order No. 1 for required additional work on Project WS-756 NW 6th Avenue Water and Storm Sewer Project to RC Northwest in the amount of \$8,893.60 and 2 additional working days. (Submitted by James Carothers)
-  [NW 6th Water & Storm Change Order 1](#)
- N. Authorize Pay Estimate No. 2 to RC Northwest for Project WS-756 NW 6th Avenue Water and Storm Sewer Project in the amount of \$77,162.39 for work through July 31, 2015. This project is funded by the General Obligation Bond. (Submitted by James Carothers)
-  [NW 6th Water & Storm Pay Estimate 2](#)
- O. Authorize the release of retainage to Schmid and Sons, Inc. for Project S-598 2015 ADA Ramp and Sidewalk Improvements in the amount of \$925.10. (Submitted by James Carothers)
-  [ADA Ramp and Sidewalk Retainage](#)

- P. Authorize Pay Estimate No. 2 to Rotschy, Inc. for Project WS-709C Slow Sand Water Treatment Plant in the amount of \$817,746.44 for work through July 31, 2015. (Submitted by James Carothers)

 [Water Treatment Plant Pay Estimate 2](#)

- Q. Authorize Pay Estimate No. 1 to McDonald Excavating, Inc. for Project WS-714 STEP Sewer Transmission Main in the amount of \$595,036.70 for work through July 31, 2015. (Submitted by James Carothers)

 [Sewer Transmission Main Pay Estimate 1](#)

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. Ordinance No. 15-010 Amending Camas Municipal Code (CMC) Chapter 18.09 Density and Dimensions (MC15-03)
Details: Amendments to CMC§18.09.040, Table 2 - Density and Dimensions - Single-family Residential Zones will allow for increased lot coverage limits in R-6, R-7.5, R-10 and R-12 zoning districts for only single story homes. Council approved the amendments at a public hearing on August 3, 2015, and directed the City Attorney to prepare an ordinance for adoption.

Presenter: Sarah Fox, Senior Planner

Recommended Action: Staff recommends that Council move to adopt Ordinance No. 15-010.

 [Ordinance No. 15-010](#)

[Staff Report to City Council](#)

[Exhibit 1 - Initial Application](#)

[Exhibit 2 -Letter to Robert Maul](#)

[Exhibit 3 - Letter to Applicant from Staff](#)

[Exhibit 4 - Lot Development Examples](#)

[Exhibit 5 - Letter to Sarah Fox](#)

[Exhibit 6 - Excerpt from Staff Report to Council](#)

[Exhibit 7 - Email 07072015](#)

[Exhibit 8 - Plot Plan Example 1](#)

[Exhibit 9 - Plot Plan Example 2](#)

- B. Ordinance No. 15-012 Amending Camas Municipal Code (CMC), Chapter 18.22 Mixed Use Planned Developments (MC15-04)
Details: Amendments to CMC Chapter 18.22 Mixed Use Planned Developments clarify that it is an overlay zone. Minor amendments associated with CMC Chapter 18.22 were also proposed to CMC§ 18.07.030-Table 1 Commercial and Industrial Land Uses. Council approved the amendments at a public hearing on August 3, 2015, and directed the City Attorney to prepare an ordinance for adoption.
Presenter: Robert Maul, Planning Manager
Recommended Action: Staff recommends Council move to adopt Ordinance No. 15-012.

 [Ordinance No. 15-012](#)

[Exhibit A](#)

[Exhibit B](#)

[Staff Report \(MC15-04\)](#)

[Attachment A - Proposed Amendments to CMC 18.22 MXP](#)

[Exhibit 1 - Public Comment from Melanie Poe](#)

[Exhibit 2 - Comments from Lugliani Investments](#)

[Exhibit 3 - Memorandum from Staff](#)

[Exhibit 4 - Mixed Use Examples](#)

[Exhibit 5 - Comments from Randy Printz](#)

- C. Ordinance No. 15-013 Providing for the Issuance, Sale and Delivery Not to Exceed \$25,000,000 Aggregate Principal Amount of Water and Sewer Revenue and Refunding Bonds
Details: This ordinance authorizes the City to issue, sell and deliver water and sewer revenue bonds, which will fund sewer infrastructure for the North Urban Growth Area, as well as refund outstanding revenue bonds from 1998 and 2007. The refunding is anticipated to save the City's Water and Sewer Utilities interest expense. The bond ordinance also provides for a reserve account for debt payment security as well as covenants for adequate rate support. This ordinance appoints the City's designated representative to approve the final terms of the sale of the bonds and all other related matters.
Presenter: Cathy Huber Nickerson, Finance Director
Recommended Action: Staff recommends Council move to adopt Ordinance No. 15-013.

 [Ordinance for Water and Sewer Revenue Bonds](#)

- D. Public Hearing for Plat Alteration of 7th Avenue Townhomes (File No. PlatAlt15-01)
Details: 7th Avenue Townhomes Subdivision (File no. SUB06-10) is located at 722 NW 7th Avenue near the intersection of NW 7th Avenue and NW Greeley Street. Council approved the final plat on March 2, 2015, for 11 lots. The plat alteration will allow for triplex development on one lot.

Presenter: Robert Maul, Planning Manager

Recommended Action: Staff recommends that Council conducts a public hearing, deliberates and moves to approve the plat alteration as conditioned with the staff report. Further, that Council directs the applicant to produce a revised final plat drawing and submit the drawing for final plat approval.

 [Staff Report](#)

[Design Review Decision \(File No. DR14-07\)](#)

[Plat Alteration 15-01 Drawings](#)

[Application Narrative](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

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



**CITY COUNCIL REGULAR
MEETING MINUTES - DRAFT
Monday, August 3, 2015, 7:00 PM
City Municipal Center, 616 NE 4th Avenue**

I. CALL TO ORDER

Mayor Pro Tem Greg Anderson 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, Melissa Smith and Shannon Turk

Excused: Steve Hogan

Staff: Kristin Berquist, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Robert Maul, David Schultz and Eliezza Soriano (student intern)

Press: No one from the press was present

IV. PUBLIC COMMENTS

Fred Schiller, 2655 NW Julia Street, Camas, commented about fireworks in the City.

V. CONSENT AGENDA

- A. Approved the minutes of the July 20, 2015 Camas City Council Meeting and the Workshop minutes of July 20, 2015.

 [July 20, 2015 Camas City Council Regular Minutes - Draft](#)
[July 20, 2015 Camas City Council Workshop Minutes - Draft](#)

- B. Approved claim checks numbered 126831-126952 in the amount of \$255,362.70.

- C. Approved release of retainage for Project S-589A 2014 Grind & Overlay in the amount of \$19,078 payable to Granite Construction Company. (Submitted by Denis Ryan)

 [2014 Grind and Overlay Contract Retainage Release](#)

- D. Approved the final findings and conditions for the Green Mountain Planned Residential Development (PRD). As directed by City Council on July 20, 2015, the City Attorney drafted final findings and conditions for the Green Mountain PRD. A notice of decision will be sent to all parties of record containing the final decision. (Submitted by Robert Maul)

 [Final Order Green Mountain PRD](#)

- E. Authorized the Mayor to sign a service agreement with Propertyroom.com to facilitate the sale of surplus City property. (Submitted by Mitch Lackey)

 [Property Disposition Service Agreement](#)

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

VI. NON-AGENDA ITEMS

- A. Staff

There were no comments from staff.

- B. Council

Anderson reminded all citizens to vote in Clark County's Primary Election.

VII. MAYOR

- A. Announcements

There were no announcements.

VIII. MEETING ITEMS

- A. Public Hearing for Amendments to Camas Municipal Code (CMC), Chapter 18.22 Mixed Use Planned Developments (MC15-04)

Details: The proposed amendments to CMC Chapter 18.22 Mixed Use Planned Developments clarify that it is an overlay zone. Minor amendments associated with CMC Chapter 18.22 were also proposed to CMC§ 18.07.030-Table 1 Commercial and Industrial Land Uses. Planning Commission forwarded a recommendation of approval at a public hearing on June 16, 2015.

Presenter: Robert Maul, Planning Manager and Phil Bourquin, Community Development Director

 [Staff Report \(MC15-04\)](#)

[Attachment A - Proposed Amendments to CMC 18.22 MXP](#)

[Exhibit 1 - Public Comment from Melanie Poe](#)

[Exhibit 2 - Comments from Lugliani Investments](#)

[Exhibit 3 - Memorandum from Staff](#)

[Exhibit 4 - Mixed Use Examples](#)

[Exhibit 5 - Comments from Randy Printz](#)

Mayor Pro Tem Greg Anderson opened the public hearing at 7:08 p.m.

The following member of the public offered public testimony:
Randy Printz, 805 Broadway, Vancouver.

The public hearing was closed at 7:09 p.m.

It was moved by Council Member Turk, seconded by Council Member Smith, that this item be approved and direct the City Attorney to prepare an ordinance to be placed on the August 17, 2015 Regular Meeting Agenda for Council's consideration. The motion carried unanimously.

B. Public Hearing for Amendments to Camas Municipal Code (CMC) Chapter 18.09 Density and Dimensions (MC15-03)

Details: To consider amendments to CMC§ 18.09.040, Table 2 - Density and Dimensions - Single-family Residential Zones as submitted by Pahlisch Homes. The proposed amendments increase lot coverage limits to 45% in R-6, R-7.5, R-10 and R-12 zoning districts. The proposed amendment also exempts lot coverage limits for outdoor living areas. Planning Commission forwarded a recommendation of denial at a public hearing on June 16, 2015.

Presenter: Sarah Fox, Senior Planner

 [Staff Report to City Council](#)

[Exhibit 1 - Initial Application](#)

[Exhibit 2 -Letter to Robert Maul](#)

[Exhibit 3 - Letter to Applicant from Staff](#)

[Exhibit 4 - Lot Development Examples](#)

[Exhibit 5 - Letter to Sarah Fox](#)

[Exhibit 6 - Excerpt from Staff Report to Council](#)

[Exhibit 7 - Email 07072015](#)

[Exhibit 8 - Plot Plan Example 1](#)

[Exhibit 9 - Plot Plan Example 2](#)

Mayor Pro Tem Greg Anderson opened the public hearing at 7:16 p.m.

The following member of the public offered public testimony:

James Howsley, 1499 SE Tech Center Place, Suite 380, Vancouver.

The public hearing was closed at 7:20 p.m.

It was moved by Council Member Turk, seconded by Council Member Hazen, to approve an amendment to CMC§18.09.040 Table 2-Density and Dimensions – Single-Family Residential Zones, adding the following footnote: "The maximum building lot coverage for a single-story home may be up to 45% in R-6 and R-7.5 zones, and 40% in R-10 and R-12 zones. To qualify for increased lot coverage, a single-story home cannot include a basement or additional levels." Motion is further to deny the proposed footnote by the applicant concerning "outdoor living areas" and to direct the City Attorney to prepare an ordinance for adoption. The motion carried unanimously.

IX. PUBLIC COMMENTS

Ben Miller, from Boy Scout Troop 565, Camas, addressed Council.

X. ADJOURNMENT

The meeting was adjourned at 7:23 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.



**CITY COUNCIL WORKSHOP
MEETING MINUTES - DRAFT
Monday, August 3, 2015, 4:30 PM
City Municipal Center, 616 NE 4th Avenue**

I. CALL TO ORDER

Mayor Pro Tem Greg Anderson called the meeting to order at 4:30 p.m.

II. ROLL CALL

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

Excused: Steve Hogan

Staff: Sam Adams, Kristin Berquist, Phil Bourquin, Pete Capell, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Leona Langlois, Robert Maul, Ron Schumacher, Nick Swinhart, Steve Wall and Eliezza Soriano (student intern)

Press: Heather Acheson, Camas-Washougal Post-Record

III. PUBLIC COMMENTS

Virginia Warren, 110 SE Yale Street, Camas, commented on a potential dog park.

Anna Waendelin, 2164 NW Fargo Loop, Camas, commented on green spaces.

IV. WORKSHOP TOPICS

A. Aging Readiness Task Force

Details: Bill Ritchie, of the task force, provided an update to Council about current efforts.
Presenter: Bill Ritchie, Chair, Commission on Aging

 [Summer Presentation Commission On Aging](#)

B. Draft Ordinance Concerning Amendments to Camas Municipal Code (CMC) Chapter 8.58 - Fireworks

Details: At the July 20, 2015 Council Workshop, the Fire Chief and Fire Marshal were directed to draft amendments to CMC Section 8.58.020 - Restriction on times for sale and discharge of fireworks. The City Attorney drafted the attached ordinance, which reflects changes that bring the City more in line with the rest of the cities in Clark County. The purpose of the discussion was to ascertain if Council has further suggestions or comments for CMC changes relating to the sale and discharge of fireworks.

Presenter: Nick Swinhart, Fire Chief

 [Draft Fireworks Code Amendment](#)

This item will be placed on a future Workshop Agenda.

- C. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director
There were no Community Development miscellaneous or update items.
- D. NE Franklin Street Improvements Community Development Block Grant (CDBG) Contract
Details: Camas received a CDBG in the amount of \$225,000 to reconstruct NE Franklin Street from 15th Avenue to 19th Avenue. This contract provides the terms for which the City will receive and use these funds. Upgrades to the sewer lines, water services and curb ramps are included with this reconstruction project. Camas staff is performing the design work. The additional cost is covered by budgeted water and sewer funds.
Presenter: James Carothers, Engineering Manager

 [Franklin Street CDBG Contract](#)

This item has been placed on the August 17, 2015 Consent Agenda for Council's consideration.

- E. Transportation Corridors Studies Contract
Details: The attached scope and budget detail the work to be done by the HDJ Design Group team to provide a defined corridor alignment for the east/west arterial in the North Urban Growth Area (NUGA) and to address the corridor improvement needs for NE Everett/SR-500 and NE/NW 6th Avenue. The 2015-2016 Budget includes \$150,000 to complete these studies. As there is some interest in considering downtown mall streetscaping improvements on NE 3rd Avenue between Adams Street and Dallas Street in a fashion similar to NE 4th Avenue, this scoping includes work to provide a cursory look at the impacts and the necessary information to scope a traffic analysis for the 3rd Avenue project, if so desired. Due to this addition to the scope, the total amount of this contract is not to exceed \$159,257.
Presenter: James Carothers, Engineering Manager

 [Corridor Studies Scope](#)

[Corridor Studies Budget](#)

This item has been placed on the August 17, 2015 Consent Agenda for Council's consideration.

- F. Heritage Trailhead Parking and Friberg Oak Mitigation Contract
Details: The City of Camas owns a triangular-shaped one acre parcel in an area just north of the west end of the Heritage Trail adjacent to NW Goodwin Road. There is often a higher demand for parking than there are spaces in the existing parking lot adjacent south of this parcel. Critical areas exist on the undeveloped one acre parcel. \$70,000 was allocated in the 2015-2016 Budget for a design for additional parking. In order to evaluate the feasible space of the property for more parking, initial investigation is required to arrive at a 30% complete design. The cost for this parking concept analysis services and preliminary design is \$27,205. Based on the findings of existing critical areas, staff will return with a scope and budget amendment to complete the design for additional parking. Impacts to white oak trees from the NW Friberg Street Improvements project have necessitated a white oak mitigation plan to satisfy Camas local code. As this parcel contains healthy mature white oak trees, enhancement to their habitat fulfills the local code requirement. The cost for professional

services to ensure the enhancement work is scoped and completed properly is \$23,315. The General Obligation Bond will fund the white oak mitigation services.

Presenter: James Carothers, Engineering Manager


 [Trailhead Parking & Oak Mitigation Scope & Budget](#)

This item has been placed on the August 17, 2015 Consent Agenda for Council's consideration.

G. Headworks Property Boundary Line Agreement

Details: In February 2015, staff presented a description of the discrepancies in various surveys completed since the 1920's in regards to the property line between the City's Headworks property and three adjacent property owner's (Towle, Lovell, and Hoyt) to the west. At that time, Council provided direction to have the City Attorney draft a proposed boundary line agreement that the parties would sign stating that the property line established in the 1920's survey would become the property line of record. Staff reviewed the attached boundary line agreement and associated figure with Council at the workshop.

Presenter: Steve Wall, Public Works Director

 [Agreement for Boundary Line Adjustment and Grant of Easement Watershed Property Boundary](#)

This item has been placed on the August 17, 2015 Consent Agenda for Council's consideration.

H. Water System Hydrogeologic Support Services

Details: The City has been using Pacific Groundwater Group (PGG) over the last few years for on-going maintenance of groundwater monitoring stations and technical assistance in managing the City's groundwater sources for both short-and long-term needs. PGG has prepared the attached Scope of Work in the amount of \$20,000 to continue maintenance of the City's existing groundwater monitoring stations and provide other technical support on an as-needed basis. There is sufficient budget in the 2015-2016 Water/Sewer Fund to support this effort.

Presenter: Steve Wall, Public Works Director

 [Hydrogeologic Support Services Agreement](#)

This item has been placed on the August 17, 2015 Consent Agenda for Council's consideration.

I. Equipment Rental Division Update

Details: The Equipment Rental Division within Public Works manages all repairs and maintenance of the City's fleet, which includes both in-house service by the City's mechanics and external service by local repair shops. The 2015-2016 Budget includes three full-time mechanics; however, as of August 3, 2015, because of extended medical leave and a pending retirement, only one mechanic will be available to service the City's fleet needs. Staff updated Council on the status of the Equipment Rental Division and proposed that the City move forward with hiring a new mechanic as soon as possible.

Presenter: Steve Wall, Public Works Director

Council concurred with staff's recommendation to hire a new mechanic. Staff will prepare a budget amendment to be included in an upcoming Council meeting.

J. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

Wall urged all citizens to continue to practice water conservation. Wall informed Council that the paving of NW 6th Avenue will be completed next week, which concludes the City's pavement management program for the year.

K. North Urban Growth Area (NUGA) Sewer Transmission System Update

Details: Staff continues to work both internally and with the developer of the Green Mountain Planned Residential Development (PRD) in regards to planning for future sewer service in the NUGA, and more specifically to the Green Mountain PRD. Staff reviewed the attached presentation with Council to provide an update on the NUGA Sewer Transmission System project and on the provisions of a draft development agreement with the Green Mountain PRD regarding sewer service to the development.

Presenter: Steve Wall, Public Works Director

 [North Urban Growth Area Sewer Update Final](#)

L. 2015 Water/Sewer Revenue Bond Ordinance and Reimbursement Resolution

Details: The presentation reviewed a potential revenue bond to fund the North Urban Growth Area (NUGA) Sewer Transmission System project, as well as the possibility to refund existing water/sewer revenue bonds from 1998 and 2007. It also reviewed a reimbursement resolution, bond ordinance and the preliminary official statement for the possible bond sale. City of Camas Bond Counsel, Nancy Neraas, attended the workshop to answer legal questions from City Council.

Presenter: Cathy Huber Nickerson, Finance Director

 [2015 City of Camas Water and Sewer Revenue Bonds](#)

[Draft Bond Ordinance](#)

[Draft Preliminary Official Statement](#)

A reimbursement resolution and bond ordinance will be placed on a future Regular 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 reminded Council to provide their Council-hours worked to him. He informed Council that the City will be coordinating work sessions with Clark Regional Emergency Services Association (CRESA), updating the Emergency Preparedness Plan and participating in the Cascadia Earthquake exercise next June. Capell announced that the City of Camas received the Distinguished Budget Performance Award for the City's current 2015-2016 Biennial Budget from the Government Finance Officers Association (GFOA) and congratulated Cathy Huber Nickerson, Finance Director, and the entire Finance Department for their efforts. He also commented on the recent car prowls in the area. Carter inquired about the traffic light at NW Parker and Lake Road; Capell responded.

V. COUNCIL COMMENTS AND REPORTS

Hazen commented about Camas Days and thanked everyone who helped at the Camas Days Parade.

Hogan commented about Camas Days and about the Aging Readiness Task Force presentation.

Turk said the Library Board meeting was canceled this month. She commented about the Concert in the Park she attended.

Anderson said he attended the East County Fire and Rescue meeting. He also commented about the fire truck the Council Members ride on for the Camas Days Parade.

Carter said she attended a tour of the Wastewater Treatment Plant and the Slow Sand Filter project. She also commented about the Ducky Derby.

Smith commented about the Camas Days event and that the Regional Transportation Commission meeting is canceled this month.

VI. PUBLIC COMMENTS

No one from the public wished to speak.

VII. ADJOURNMENT

The meeting was adjourned at 6:04 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.

Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: S-602

Does this Require DES filing? Yes No

Firm/Organization Legal Name (do not use dba's): HDJ Design Group, PLLC	
Address 314 W. 15th Street, Vancouver, WA 98660-2927	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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title North Urban Growth Area and SR 500 / 6th Avenue Corridor Studies	
Description of Work Corridor Study for new arterial connection within the North Urban Growth Area Corridor Study along SR 500 (Everett Street) and 6th Avenue within the City of Camas	
<input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$159,256

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: S-602

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, municipal corporation 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. 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 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.

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: Jim 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: (360) 834-1535

If to CONSULTANT:

Name: Rich Darland
Agency: HDJ Design Group, PLLC
Address: 314 W. 15th Street
City: Vancouver State: WA Zip: 98660
Email: darlandr@hdjdg.com
Phone: (360) 567-2118
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. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall 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.

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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.

- 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. 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 card 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 AGENCY 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 the 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.

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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 Task Order 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.

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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.

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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), 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

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/or 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 the AGENCY, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or the 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, its 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's and/or the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the 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.

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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: Jim 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: (360) 834-1535

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.

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.

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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: S-602

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.

XIX. 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.

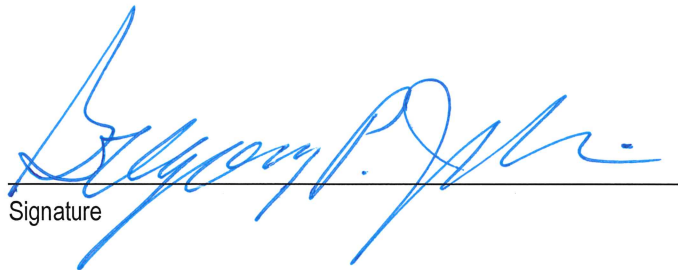
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, 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, scribbings, 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

8/5/2015

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. S-602

See attached Scope of Work

Agreement Number: S-602

CITY OF CAMAS, WASHINGTON

Scope of Work North Urban Growth Area and SR 500 / 6th Avenue Corridor Studies City of Camas Projects S-602 and S-603

INTRODUCTION

HDJ Design Group and their Consultant team have been selected by the City of Camas to perform traffic modeling, alignment analysis, environmental review, public involvement process and other related planning and engineering for the North Urban Growth Area Corridor Study and SR 500 Corridor Study.

The project team includes:

- HDJ Design Group – Project Management, alignment and cross section alternatives, cost estimating, alternatives analysis, public involvement
- BergerABAM – Environmental review, planning, and structural review
- DKS Associates – Traffic modeling, transportation planning

These two corridor studies are locally funded and will result in preferred alignments and corridor sections being forwarded to the Camas City Council for potential adoption within the City's Comprehensive Growth Plan or other planning and technical documents.

PROJECT DESCRIPTION/BACKGROUND

The North Urban Growth Area (NUGA) lies to the north of Lacamas Lake between NE 232nd Avenue and Everett Street (SR 500) within the Camas Urban Growth Boundary. This corridor study seeks to identify the preferred alignment for an arterial connection through this area which will provide transportation connections for future development and economic growth within the area. The area is constrained by steep slopes, hydric soils, sensitive lands and future development potential of the impacted parcels.

The SR 500 and NW/NE 6th Avenue Corridor Study spans approximately 3.5 miles along SR 500 and 6th Avenue corridors from the east side of the NUGA through downtown Camas and to the west edge of the Camas City Limits. Each end of the corridor will also serve as a gateway into the City, which is being evaluated through a separate process. The corridor is currently developed to varying levels and the corridor study will identify additional features necessary to provide the desired multi-modal functionality throughout the corridor.

ASSUMPTIONS:

- Study timeline will span from 2015 into early 2016
- Only two alternative alignments will be evaluated for the NUGA Corridor Study
- Two alternative cross sections will be developed and evaluated for each section of the SR 500 / 6th Avenue Corridor Study.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

HDJ will oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget throughout development of the corridor studies.

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; subconsultant 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 the total amount billed to with the current invoice, amount billed to date, and total amount remaining for each task.
- 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 brief summary of completed and/or upcoming project milestones, and action items needed from the City for project delivery. HDJ will monitor the status of the budget and take corrective actions to correct undesirable budget trends involving the City if scope is impacted.

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.

- HDJ will schedule up to six Project team meetings and prepare meeting agendas. This includes a Project kick-off meeting, and monthly progress meetings with City staff.

Deliverables

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

Subtask 1.3 – Management, Coordination, and Direction

- HDJ will provide management, coordination, and direction to the Project team in order to complete the project on time and within budget.

- HDJ will prepare and maintain a project schedule. The schedule will identify both Consultant and City tasks, major milestones, and deliverables. The schedule will be updated as circumstances require up to a maximum of two updates.

Deliverables

- Project Schedule & Schedule Updates

TASK 2: DATA COLLECTION

HDJ will collect readily available data to develop the background data for each study corridor to provide the baseline for each analysis

Subtask 2.1: Base Map

- Compile GIS based data of existing features including contours, soil types, wetland boundaries, property lines, water bodies, streets, and other features available from Clark County GIS.
- Utilize contours to create surface model for North Urban Growth Area for use in evaluating arterial corridors.

Subtask 2.2: Site Visits

- Consultant will conduct two site visits to review existing field conditions and potential corridor impacts.

Subtask 2.3: Project Photos

- Consultant will take project photos at representative locations along each corridor study for use in presentation to stakeholders, city council, and open houses.

Deliverables

- Base map
- Project Photos

TASK 3: TRAFFIC ENGINEERING –

Subtask 3.1 – North Urban Growth Area

The traffic analysis for the North Urban Growth Area Corridor Study will include the following:

- Review of relevant transportation data, traffic volumes, and information from the most recent Camas TIF update (May 2012) and from other recent transportation studies. No new traffic counts will be collected as part of this study.

- The limits of the study area extend from NE 28th Street to approximately the SR 500/NE Leadbetter Road intersection.
- Update the Camas TIF Model (developed by DKS) with the latest RTC trip table information from RTC's recent travel demand model update to generate year 2035 traffic volume estimates at up to five key study area intersections.
- Based on the updated Camas TIF 2035 Model, determine lane configurations requirements, turn pocket storage lengths and intersection control options (including level of services and V/C ratios) for up to five key study area intersections. Lane configurations shall be compared with previously assumed roadway network, lane configuration and intersection control requirements.
- Prepare a draft and final traffic analysis memorandum that summarizes the findings and analysis results. Consideration of alternative intersection control treatments (roundabouts, traffic signals, two-way and four-way intersections) to provide flexibility of following parcel lines and minimization of right-of-way impacts will be made.

Deliverables:

- Draft and Final Traffic Analysis Memorandum.

Subtask 3.2 – SR 500 Corridor Traffic Analysis

An existing conditions transportation analysis of the SR-500 and NE/NW 6th Avenue Corridor will be prepared that documents existing conditions for motor vehicles, pedestrians, bicycles and transit along the corridor. The limits of the study area extend from the NW 6th Avenue/NW Norwood Street intersection to approximately 500 feet south of SR 500/NE 3rd Street intersection. Available relevant transportation data, traffic volumes, and information from the most recent Camas TIF update (May 2012) and from other recent transportation studies will be reviewed and utilized. New AM and PM peak hour traffic counts will be collected at up to five study area intersections. Existing level of service based on the Highway Capacity Manual will be determined for AM and PM peak hour conditions at up to seven intersections (five intersections using new traffic count data and up to two additional intersections using historical traffic count data). These seven intersections will include: NW 6th Avenue/NW Norwood Street, NW 6th Avenue/NW Ivy Street, NE Adams Street/NE 6th Avenue, NE Garfield Street/NE 6th Avenue, NW Everett Street/NW Lake Road, SR 500/NW 43rd Avenue, and SR 500/NE Leadbetter Road. A crash history analysis (up to three years of collision data) for the corridor will be performed to identify “hot spot” locations, accident rates and key safety trends. Parking occupancy and turnover will be collected for a four-hour period over two different days along NE 6th Avenue from Adams Street to Garfield Street.

A draft and final existing transportation analysis memorandum will be prepared that summarizes the findings and analysis results.

DKS will support HDJ in developing the draft and final goal, objectives and evaluation criteria for the corridor.

The Camas TIF Model (developed by DKS) will be updated with the latest RTC trip table information from RTC's recent travel demand model update to generate year 2035 traffic volume estimates at up to seven key study area intersections. Based on the updated Camas TIF 2035 Model, lane configuration requirements, turn pocket storage lengths and intersection control options (including level of services and V/C ratios) for the seven key study area intersections will be determined. Differences in traffic volume projections and transportation recommendations between the current TIF model and the updated TIF

model (including new RTC model updates) will be identified. A draft and final future transportation analysis no-build memorandum will be prepared that summarizes the findings and analysis results.

Consideration of the effect of potential changes to the size, location and access to Camas High School on traffic operations and circulation will be qualitatively addressed. One scenario for the high school will be quantitatively analyzed as part of the traffic assessment.

The transportation analysis as described above will determine the lane configuration needs for the corridor necessary to meet the City's level of service standard in the year 2035 (future transportation analysis no-build). The next step will be to identify system constraints such as intersections, right-of-way, environmentally sensitive areas or other constraints. DKS will support HDJ in developing cross section options, and will develop options for pedestrian crossings, protected bike lanes and other multi-modal features. It is anticipated that right-of-way impacts will be minimized or eliminated throughout the corridor. Access management needs and benefits will be considered along the corridor. For this analysis and alternatives development, the corridor will be broken into the following six segments:

- SR-500 - North urban growth line Lake to NE Lake Road
- NE Lake Road to NE 23rd Avenue
- NE 23rd Avenue to NE 14th Avenue
- NE 14th Avenue / Garfield Street to NE 6th Avenue
- NE 6th Avenue from SR 500/NE Garfield Street to NE Adams Street
For this segment a preliminary analysis of issues and concerns associated with converting 3rd Avenue to a 'Downtown Mall' between Adams Street and Dallas Street will also be developed. See paragraph below.
- NW 6th Avenue from NE Adams Street to NW Norwood Drive
For this segment, include a determination regarding if the four-lane section is necessary or if a "road diet" to three-lanes would be more optimal

A separate traffic analysis will be conducted to evaluate the short and long term traffic impacts of modifying the cross-section of NE 3rd Avenue from NE Dallas Street to NE Adams Street to incorporate a "Downtown Mall" motif with one travel lane in each direction with on-street parking. Consideration of adding curb extensions with wider sidewalks to the cross-section will be evaluated. AM and PM peak hour vehicle turn movement counts will be collected at the NE 3rd Avenue/NE Adams Street and NE 3rd Avenue/NE Dallas Street intersections along with a 24-hour vehicle volume/speed/roadway classification count along NE 3rd Avenue. Lane configuration needs both short and long term will be evaluated at the NE 3rd Avenue/NE Adams Street and NE 3rd Avenue/NE Dallas Street intersections. Constraints, issues and challenges to these modifications will be developed. This study will not evaluate cross section alternatives for Dallas Street between 3rd Avenue and 6th Avenue or impacts to the cross section of 6th Avenue between Dallas Street and Adams Street. The findings of this traffic analysis will be summarized in a separate draft memorandum (not to exceed four pages in length). The final memorandum will incorporate comments on the draft memorandum.

DKS will support HDJ in developing the draft and final alternatives analysis memorandum including, travel required travel lanes and evaluations of bicycle and pedestrian features.

Deliverables:

- Draft and Final Existing Transportation Analysis Memorandum
- Draft and Final Future Transportation Analysis No-Build Memorandum

- Draft and Final NE 3rd Avenue Traffic Analysis Memorandum

TASK 4: ENVIRONMENTAL REVIEW

To determine the general extent of wetlands, streams, and/or fish and wildlife habitat that could be impacted by both the North Urban Growth Area Corridor and the SR 500 / 6th Avenue Corridor, BergerABAM will review existing documentation and GIS data, and conduct a brief ‘windshield’ site survey, and if necessary, conduct up to four hours of field evaluation for selected site areas. At the beginning on the project, one BergerABAM natural resource member will attend one 1-hour meeting at HDJ’s offices.

BergerABAM will use base maps prepared by HDJ and data gathered from windshield surveys to review existing site conditions. BergerABAM will prepare a site-specific existing environmental conditions memorandum summarizing the findings of this work. The existing conditions memorandum will include a matrix that summarizes the anticipated permits needed, the permitting agency, general timelines, and the requirements of each permit.

Assumptions

- Corridor area will be investigated through portions of the corridor readily accessible by vehicle or on foot within the North Urban Growth Area corridor.
- Access to private properties will be coordinated by the City and up to eight hours of field evaluation for selected site areas.
- Survey activities will not be conducted.
- One round of revisions to the environmental conditions memorandum will be completed based on client comments.
- A formal wetland delineation and stream determination is not included.

Deliverables

- Attendance by one BergerABAM natural resource member at one, 1-hour meeting at HDJ’s offices.
- Existing conditions windshield survey, and up to eight hours field evaluation for selected site areas
- Draft and final environmental conditions memorandum including permit matrix

TASK 5: NORTH URBAN GROWTH AREA CORRIDOR ALTERNATIVES

This task includes identifying and evaluating alignment alternatives, coordination with WSDOT, evaluating impacts to future development and compiling the overall corridor study document.

Subtask 5.1: Alignment Alternatives

- Identify topographic constraints, soils, environmental constraints within the NUGA boundaries
- Develop two alternative alignment corridors through the NUGA
- Utilize information provided by property owners through stakeholder interviews to identify opportunities and constraints for alternative alignments.
- Identify key connection points to existing corridors including 3rd Street, 9th Street, and 14th Street.
- Develop Evaluation Criteria and criteria weighting in conjunction with City Staff
- Develop alignment alternatives that reduce impacts to future development and minimize

- uneconomic reminder parcels
- Evaluate Environmental impacts of each alternative
- Evaluate construction phasing to break corridor into segments
- Develop cost estimates for each alternative broken into each segment
- Rate each alternative and review rating with City Staff
- Develop presentation exhibits illustrating each alternative
- Develop narrative of alternatives development, evaluation and selection for submittal to City.
- Meet with City staff throughout alternatives analysis process to discuss alternatives development, evaluation criteria, rating, and selection. (Task 1)
- Present findings at City Council meeting and Open House (Task 8)

Assumptions

- Connection to SR 500 is located near the intersection with Everett Drive
- Connection to north is located along NE 242nd Avenue alignment
- Only conceptual connections to 3rd Street, 9th Street, and 14th Street will be developed

Deliverable

- Meeting Notes from review meetings
- Draft and Final Alternatives Analysis Document (PDF Format)

Subtask 5.2: Corridor Study

HDJ will compile the Alternatives Analysis, Environmental Review, Traffic Studies, Site Planning, into a single document for submittal to the City.

Deliverables

- Draft and Final Corridor Study Document (PDF Format)

TASK 6: SR 500 CORRIDOR ALTERNATIVES

The SR 500 Corridor Study will be broken up into six distinct sections, each with individual priorities, objectives and challenges. The six segments are as follows:

Segment 1 - SR 500 – North Urban Growth Line to NE Lake Road:

- Accommodate anticipated redevelopment within segment
- Preserve representation of historic nature of Camas
- Evaluate improvements / replacement of existing bridge
- Camas High School may be looking to expand and generate additional trips
- Evaluate connections with NUGA Corridor Study

Segment 2 - NE Lake Road to NE 23rd Avenue

- Accommodate redevelopment potential within segment
- Evaluate planned improvements to Camas Produce site
- Develop schematic layout of roundabout at intersection of SR 500 and Lake Road. Include inscribed diameter, entry angles, number of lanes, centerline radii, and anticipated property impacts

- Base assumption is this section will be three lane section with bike lanes

Segment 3 - NE 23rd Avenue to NE 14th Avenue

- This section has been restriped by WSDOT and includes three lane section with bike lanes
- On-Street parking has been removed to make room for bike lanes
- May need to revisit the 14th Avenue / Everett intersection configuration
- Confirm new section provides traffic capacity for study horizon
- Evaluate potential for protected bike lanes and enhanced pedestrian crossings

Segment 4 - NE 14th Avenue / Garfield Street to NE 6th Avenue

- This section has been recently restriped by WSDOT
- NE 14th Avenue consists of two lanes with bike lane on north side only and parking on south side only
- Garfield Street consists of three lane with bike lane on east side only
- Confirm new section provides traffic capacity for study horizon
- Evaluate potential for protected bike lane in downhill direction

Segment 5 - NE 6th Avenue from Garfield Street to Adams Street

- Parking and pedestrian mobility are key issues to address
- Evaluate intersection control for 6th and Adams and 6th and Dallas Street.
- Provide traffic mobility while preserving economic development potential

Segment 6 - NE 6th Avenue from Adams Street to Norwood Drive

- Evaluate 'road diet' treatment to add bike lanes and center turn lane
- Implement sidewalks on both sides of street
- Provide flexibility for gateway treatment at Norwood Drive

Subtask 6.1: Cross Section Alternatives

- This task will incorporate the results from the SR 500 Traffic Analysis in Subtask 3.2 to develop recommended cross sections for each segment.
- For Segment 1, 2, 5, and 6, develop up to two alternative cross sections, illustrating opportunities to create a multi-modal corridor.
- Identify environmental, right of way, parking, transit impacts for each alternative
- Develop draft and final Goals, Objectives, Evaluation Criteria, and criteria weighting in conjunction with DKS and City Staff. The goals and objectives will be coordinated with the on-going Camas Comprehensive Plan update.
- Develop cost estimates for each cross section alternative
- Rate each alternative according to the Evaluation Criteria and review rating with City Staff
- Develop presentation exhibits illustrating each alternative cross section
- Develop narrative of alternatives development, evaluation and selection for submittal to City.
- Meet with City staff throughout development of cross sections to discuss alternatives development, evaluation criteria, rating, and selection (Task 1)
- Present findings at City Council meeting and Open House (Task 9)

Cross-section options will be developed for key areas along the corridor to demonstrate how to allocate space within the right-of-way to different modes (auto, bike, pedestrians or transit) or for other treatments such as on-street parking, landscaping, medians, water detention and other needs. Specific

intersection treatments will be developed at key locations.

The Alternatives Analysis Memorandum will identify:

- Goals, Objectives, Evaluation Criteria, Weighting and Evaluation of each cross section alternatives for each segment.
- The preferred roadway cross-section for the each segment along the corridor
- Potential phased transportation improvement program for the corridor
- Implementation cost for each element of the transportation improvement program

Deliverables

- Draft and Final Alternatives Analysis Document (PDF Format)

Subtask 6.2: Corridor Study

HDJ will compile the Alternatives Analysis, Environmental Review, and Traffic Studies into a single document for submittal to the City.

Deliverables

- Draft and Final Corridor Study Document (PDF Format)

TASK 7: STRUCTURAL REVIEW

BergerABAM will provide planning level structural engineering assistance for both the North Urban Growth Area and SR 500 / 6th Avenue Corridor Studies. The services provided will generally be limited to identification of structure options at several locations where structures may be required when the corridor is developed. Planning level unit costs will be provided to HDJ for the structures considered.

At the onset of the project, one BergerABAM engineering staff will attend up to two 1-hour meetings at HDJ's offices and will conduct one two-hour site visit for the purpose of site reconnaissance.

Task 7.1 North Urban Growth Area - This segment will evaluate two corridor strategies, a traditional arterial alignment and a potential roundabout corridor. Both of these corridors may require cut and/or fill retaining structures along the northwest portion of the NUGA. BergerABAM will provide HDJ with appropriate structure types and typical unit costs of construction for slope stabilization, cut, and fill retaining structures.

The corridors may also cross small streams requiring either culverts or short bridges. BergerABAM will provide typical unit costs for construction of short-span bridges and culverts.

Task 7.2 SR 500 / 6th Avenue Segment - This segment crosses the channel that connects Lacamas Lake with Round Lake. At this location SR 500 crosses this channel on an existing 2-lane bridge. A bicycle/pedestrian structure is located along the east side of this bridge. BergerABAM will assist HDJ with the evaluation of bridge replacement options and planning level costs to support a widened corridor. A summary memorandum documenting structure options and unit cost will be provided for client review and one round of revisions will be completed based on client comments.

Assumptions

- Scope is limited to the identification of appropriate retaining structure, culvert, and bridge types, and the establishment of unit costs for these structures
- One round of revisions to the summary memorandum will be completed based on client comments.

Deliverables

- Attendance by one BergerABAM engineer at up to two 1-hour meetings at HDJ's offices.
- Draft and final summary memorandum documenting structure options and unit costs

TASK 8: PUBLIC INVOLVEMENT – NORTH URBAN GROWTH AREA

Subtask 8.1 – NUGA Stakeholder Interviews

HDJ will conduct one-on-one interviews with up to 8 property owners within the North Urban Growth Area. These meetings will be held to understand previous commitments, discuss the study objectives, discuss current and potential redevelopment strategies, potential corridor alignments and the overall study process. The City will take the lead on sending a letter to these stakeholders introducing them to the project and notifying them of the City's desire to meet with them. The Consultant will take the lead in scheduling, preparing for, and facilitating the stakeholder interviews.

HDJ will create a summary report of stakeholder comments, findings, and key observations. One draft copy of this report will be provided to the City for review. The Final Report will incorporate City comments and will be provided to the project team members and to the City's project staff.

Assumptions

- City will prepare and send introduction letter to stakeholders
- The City will develop and provide a list of contact information for the stakeholders
- Up to 8 stakeholders will be interviewed
- Stakeholder meetings will be conducted in Camas
- Consultant will schedule and conduct all interviews
- City will facilitate use of a City venue for the stakeholder interviews

Deliverables

- Draft summary report of stakeholder findings and key observations (one electronic copy)
- Final summary report of stakeholder findings and key observations (one electronic copy)

Subtask 8.2 – NUGA Agency Coordination

HDJ and DKS will coordinate with WSDOT regarding the nature and expectations associated with the connection from the corridor to SR 500 (Everett Street). Issues related to traffic capacity, level of service, sight distance and future growth will be covered.

Deliverables

- One coordination meeting with WSDOT staff and meeting notes. (PDF format)

Subtask 8.3 – NUGA Corridor Open House

HDJ will support the City in the preparation, and facilitation of one public open house for the North Urban Growth Area portion of the study. The open house will provide a forum to present the corridor alignment and intersection alternatives, evaluation criteria, and preferred alternative. The public will be provided the opportunity to offer feedback and express questions or concerns regarding the preferred design concept.

For the open house, the HDJ will develop necessary displays, provide staffing for the meeting, and advertising/public notice for the meeting. HDJ will prepare materials for the open house, comment forms/questionnaires, sign-in sheets, staff name tags, and meeting signage. The comment form will solicit comments from the meeting attendees. HDJ will prepare a summary of the meeting, including tabulation of the written comments received and will provide this to the City.

Assumptions

- The City will secure the use of a facility for the Open House.
- The City will provide key staff to attend the open house.
- Open house will be advertised through project mailers and in the local newspaper.
- One round of City review of the meeting materials, and meeting notes.
- The City will be responsible for advertisements in the local newspaper.

Deliverables

- Set-up, staffing, and facilitation of public open house
- Meeting notes including summary of comments received from the open house (one electronic copy)
- Meeting materials: sign-in sheets and comment forms (one electronic copy plus hard copies for the meeting)

TASK 9: PUBLIC INVOLVEMENT – SR 500 / 6th AVENUE CORRIDOR

Subtask 9.1 – SR 500 Stakeholder Group Meetings

HDJ will work with City staff to identify groups of landowners and business owners along each study segment that share common features and will have similar impacts. Potential stakeholder groups include Camas Downtown Association, Georgia Pacific, Camas School District, and Chamber of Commerce. HDJ will coordinate stakeholder meetings with each group to discuss the study objectives, parking and circulation needs, potential redevelopment or expansion opportunities, previous commitments, potential corridor cross sections, and the overall study process. HDJ will work with the City to coordinate with the Camas School District regarding future expansion plans and potential impacts to the access point to Everett Street (SR 500). The City will take the lead on sending a letter to these stakeholders introducing them to the project and notifying them of the City's desire to meet with them. HDJ will take the lead in scheduling, preparing for, and facilitating the stakeholder group meetings.

HDJ will create a summary report of stakeholder comments, findings, and key observations. One draft copy of this report will be provided to the City for review. The Final Report will incorporate City comments and will be provided to the project team members and to the City's project staff.

Assumptions

- City will prepare and send introduction letter to stakeholders
- The City and HDJ will work together to develop the list of stakeholder groups
- Up to 4 groups will be interviewed
- Stakeholder group meetings will be conducted in Camas
- Consultant will schedule and conduct all group meetings
- City will facilitate use of a City venue for the group meetings

Deliverables

- Draft summary report of stakeholder findings and key observations (one electronic copy)
- Final summary report of stakeholder findings and key observations (one electronic copy)

Subtask 9.2 – SR 500 Agency Coordination

HDJ and DKS will coordinate with WSDOT regarding the nature and expectations associated with the SR 500 (Everett Street) Corridor. Coordination will include intersection control options, bike lanes, level of service expectations, parking and access management concerns and existing concerns along the corridor.

Deliverables

- Two coordination meetings with WSDOT staff during the course of the study

Subtask 9.3 – SR 500 Open House

HDJ will support the City in the preparation, and facilitation of one public open house for the SR 500 / 6th Avenue Corridor portion of the study. The open house will provide a forum to present the cross section options for each segment, intersection control, costs of each option, evaluation criteria, and preferred alternatives. The public will be provided the opportunity to offer feedback and express questions or concerns regarding the preferred design concept.

For the open house, the HDJ and DKS will develop necessary displays, provide staffing for the meeting, and advertising/public notice for the meeting. HDJ will prepare materials for the open house, comment forms/questionnaires, sign-in sheets, staff name tags, and meeting signage. The comment form will solicit comments from the meeting attendees. HDJ will prepare a summary of the meeting, including tabulation of the written comments received and will provide this to the City.

Assumptions

- The City will secure the use of a facility for the Open House.
- The City will provide key staff to attend the open house.
- Open house will be advertised through project mailers and in the local newspaper.
- One round of City review of the public meeting plan, meeting materials, and meeting notes.
- The City will be responsible for advertisements in the local newspaper.

Deliverables

- Set-up, staffing, and facilitation of public open house
- Meeting notes (one electronic copy)
- Meeting materials: sign-in sheets and comment forms (one electronic copy plus hard copies for the meeting)
- One summary of written comments received from the open house

CITY DELIVERABLES TO THE CONSULTANT
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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.

Deliverables

- Project coordination
- Right of Entry permits

Exhibit B
DBE Participation

none

Agreement Number: S-602

Exhibit C

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

no survey data will be collected for this project

B. Roadway Design Files

AutoCAD

no formal Civil3D files will be created for this project

C. Computer Aided Drafting Files

AutoCAD

Agreement Number: S-602

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

N/A

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

See Scope of Work for Deliverables

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

See Scope of Work for provided materials

Agreement Number: S-602

II. Any Other Electronic Files to Be Provided

as shown in the scope

III. Methods to Electronically Exchange Data

email or Hightail link, as necessary

A. Agency Software Suite

CAD platform
Microsoft Office

B. Electronic Messaging System

N/A

C. File Transfers Format

Microsoft Office
PDF format
CAD linework

Exhibit D
Prime Consultant Cost Computations

See Attached Exhibit D

Camas Corridor Studies

Exhibit D - Consultant Budget

Task and Description	HDJ Design Group PLLC (Engineering/Management)															HDJ	SUBCONSULTANTS		SUB	BUDGET
	Eng-Prncpl	Eng Mngr VI	Eng-III	Eng-I	Traffic-Mgr	Tr Tech III	LA-Mngr	LA-II	Des Tech IV	Des Tech III	Des Tech II	Des Tech I	Graphic Spc	Admin	Expense	TOTAL	Env/Str	Traffic	TOTAL	AMOUNT
																TOTAL	BergerABAM	DKS	TOTAL	AMOUNT
TASK 1 - Project Management and Administration																\$15,300.00			\$0.00	\$15,300.00
Subtask 1.1 Contract Administration, Invoicing, and Progress Reports	6.00	12.00														3,000.00			0.00	\$3,000.00
Subtask 1.2 Meetings	8.00	18.00														4,300.00			0.00	\$4,300.00
Subtask 1.3 Management, Coordination and Direction	10.00	40.00														8,000.00			0.00	\$8,000.00
TASK 2 -Data Collection																7,056.00			0.00	\$7,056.00
Subtask 2.1 Base Map			4.00						32.00							4,256.00			0.00	\$4,256.00
Subtask 2.2: Site Vsits	4.00	4.00														1,400.00			0.00	\$1,400.00
Subtask 2.3: Project Photos	4.00	4.00														1,400.00			0.00	\$1,400.00
Task 3: Traffic Engineering																0.00			58,140.00	\$58,140.00
Subtask 3.1: Traffic Engineering NUGA																0.00		14,510.00	14,510.00	\$14,510.00
Subtask 3.2: Traffic Engineering SR 500																0.00		43,630.00	43,630.00	\$43,630.00
TASK 4: Environmental Review																0.00			4,724.00	\$4,724.00
Subtask 4.1: Environmental Review																0.00	4,724.00		4,724.00	\$4,724.00
Task 5: North Urban Growth Area Alternatives																20,760.00			0.00	\$20,760.00
Subtask 5.1: Alignment Alternatives	16.00	50.00					4.00		40.00							15,960.00			0.00	\$15,960.00
Subtask 5.3: Corridor Study	6.00	24.00														4,800.00			0.00	\$4,800.00
Task 6: SR 500 / 6th Ave Corridor Alternatives																21,368.00			0.00	\$21,368.00
Subtask 5.1: Cross Section Alternatives	14.00	40.00					8.00	16.00	40.00							16,168.00			0.00	\$16,168.00
Subtask 5.2: Corridor Study	8.00	24.00														5,200.00			0.00	\$5,200.00
Task 7 Structural Review																\$0.00			\$6,947.00	\$6,947.00
Subtask 7.1 Structural Review																0.00	6,947.00		6,947.00	\$6,947.00
Task 8: Public Involvement - NUGA																\$13,488.00			\$0.00	\$13,488.00
Subtask 8.1: NUGA Stakeholder Interviews	32.00	8.00							10.00							8,780.00			0.00	\$8,780.00
Subtask 8.2: NUGA Agency Coordination	2.00	4.00														1,000.00			0.00	\$1,000.00
Subtask 8.3: NUGA Corridor Open House	12.00	4.00							6.00							3,708.00			0.00	\$3,708.00
Task 9: Public Involvement - SR 500 / 6th Ave Corridor																\$9,216.00			\$0.00	\$9,216.00
Subtask 9.1 – SR 500 Stakeholder Group Meetings	16.00	4.00							6.00							4,508.00			0.00	\$4,508.00
Subtask 9.2 – SR 500 Agency Coordination	2.00	4.00														1,000.00			0.00	\$1,000.00
Subtask 9.3 – SR 500 Open House	12.00	4.00							6.00							3,708.00			0.00	\$3,708.00
Reimbursable Expenses																\$2,257.00			\$0.00	\$2,257.00
Copies															500.00	500.00			0.00	\$500.00
Expenses															500.00	500.00			0.00	\$500.00
Travel																			0.00	\$0.00
B&O Tax 1.8% on Subconsultant amounts															1,257.00	1,257.00				\$1,257.00
TOTAL HOURS	152.00	244.00	4.00	0.00	0.00	0.00	12.00	16.00	140.00	0.00	0.00	0.00	0.00	0.00						
HOURLY RATES	200.00	150.00	120.00	103.00	155.00	120.00	135.00	98.00	118.00	112.00	104.00	95.00	92.00	62.00						
TOTAL DOLLARS	\$ 30,400.00	\$ 36,600.00	\$ 480.00	\$ -	\$ -	\$ -	\$ 1,620.00	\$ 1,568.00	\$ 16,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,257.00	\$89,445.00	\$ 11,671.00	\$ 58,140.00	\$69,811.00	\$159,256.00

EXHIBIT "E-2"
HDJ Design Group, PLLC
CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(SPECIFIC RATES OF PAY)
FEE SCHEDULE EFFECTIVE 1/1/2015

Overhead
198.87%

Job Classification	Hourly Rate Max	(Inspectors Overhead (156%) Max	Profit 30% Max	All Inclusive Hrly Billing Rate Max	Calculated 2015 Billing Rate
Engineer - Principal	\$ 85.00	\$ 169.04	\$ 25.50	\$ 279.54	\$ 200.00
Engineer - Associate Principal	\$ 70.00	\$ 139.21	\$ 21.00	\$ 230.21	\$ 180.00
Engineer - Manager VI	\$ 60.00	\$ 119.32	\$ 18.00	\$ 197.32	\$ 150.00
Engineer- Project V	\$ 48.00	\$ 95.46	\$ 14.40	\$ 157.86	\$ 138.00
Engineer - IV	\$ 44.00	\$ 87.50	\$ 13.20	\$ 144.70	\$ 128.00
Engineer - III	\$ 40.00	\$ 79.55	\$ 12.00	\$ 131.55	\$ 120.00
Engineer - II	\$ 37.00	\$ 73.58	\$ 11.10	\$ 121.68	\$ 112.00
Engineer - I	\$ 34.00	\$ 67.62	\$ 10.20	\$ 111.82	\$ 103.00
Design Technician - IV	\$ 43.00	\$ 85.51	\$ 12.90	\$ 141.41	\$ 116.00
Design Technician - III	\$ 40.00	\$ 79.55	\$ 12.00	\$ 131.55	\$ 112.00
Design Technician - II	\$ 37.00	\$ 73.58	\$ 11.10	\$ 121.68	\$ 104.00
Design Technician - I	\$ 32.00	\$ 63.64	\$ 9.60	\$ 105.24	\$ 95.00
Traffic Engineer - Manager VI	\$ 57.00	\$ 113.36	\$ 17.10	\$ 187.46	\$ 155.00
Traffic Engineer - Project V	\$ 46.00	\$ 91.48	\$ 13.80	\$ 151.28	\$ 142.00
Traffic Technician III	\$ 44.00	\$ 87.50	\$ 13.20	\$ 144.70	\$ 120.00
Traffic Counter	\$ 28.00	\$ 55.68	\$ 8.40	\$ 92.08	\$ 82.00
Geotechnical Engineer	\$ 60.00	\$ 119.32	\$ 18.00	\$ 197.32	\$ 150.00
Geohydrologist	\$ 60.00	\$ 119.32	\$ 18.00	\$ 197.32	\$ 150.00
Geophysicist	\$ 60.00	\$ 119.32	\$ 18.00	\$ 197.32	\$ 150.00
Surveyor - Principal	\$ 65.00	\$ 129.27	\$ 19.50	\$ 213.77	\$ 150.00
Surveyor - Manager	\$ 55.00	\$ 109.38	\$ 16.50	\$ 180.88	\$ 138.00
Surveyor - PLS	\$ 42.00	\$ 83.53	\$ 12.60	\$ 138.13	\$ 125.00
Surveyor - LSIT	\$ 34.00	\$ 67.62	\$ 10.20	\$ 111.82	\$ 100.00
Survey Technician - I	\$ 31.00	\$ 61.65	\$ 9.30	\$ 101.95	\$ 90.00
Surveyor Assistant	\$ 25.00	\$ 49.72	\$ 7.50	\$ 82.22	\$ 76.00
Crew Chief - 3 Person	\$ 69.00	\$ 137.22	\$ 20.70	\$ 226.92	\$ 210.00
Crew Chief - 2 Person	\$ 53.00	\$ 105.40	\$ 15.90	\$ 174.30	\$ 152.00
Crew Chief - 1 Person W / Robotic Equipment	\$ 47.00	\$ 93.47	\$ 14.10	\$ 154.57	\$ 130.00
Landscape - Manager VI	\$ 49.00	\$ 97.45	\$ 14.70	\$ 161.15	\$ 135.00
Landscape - Project V	\$ 43.00	\$ 85.51	\$ 12.90	\$ 141.41	\$ 124.00
Landscape - IV	\$ 37.00	\$ 73.58	\$ 11.10	\$ 121.68	\$ 108.00
Landscape - III	\$ 32.00	\$ 63.64	\$ 9.60	\$ 105.24	\$ 96.00
Landscape - II	\$ 30.00	\$ 59.66	\$ 9.00	\$ 98.66	\$ 90.00
Landscape - I	\$ 28.00	\$ 55.68	\$ 8.40	\$ 92.08	\$ 82.00
Planning - Manager V	\$ 46.00	\$ 91.48	\$ 13.80	\$ 151.28	\$ 135.00
Planner - Project IV	\$ 41.00	\$ 81.54	\$ 12.30	\$ 134.84	\$ 118.00
Planner - III	\$ 32.00	\$ 63.64	\$ 9.60	\$ 105.24	\$ 96.00
Planner - II	\$ 30.00	\$ 59.66	\$ 9.00	\$ 98.66	\$ 90.00
Planner - I	\$ 28.00	\$ 55.68	\$ 8.40	\$ 92.08	\$ 82.00
Construction - Sr. Manager VI	\$ 51.00	\$ 101.42	\$ 15.30	\$ 167.72	\$ 144.00
Construction - Manager V	\$ 46.00	\$ 91.48	\$ 13.80	\$ 151.28	\$ 134.00
OT-Construction - Manager V	\$ 69.00	\$ 137.22	\$ 20.70	\$ 226.92	\$ 185.00
Construction - Inspector III	\$ 44.00	\$ 87.50	\$ 13.20	\$ 144.70	\$ 128.00
Construction - Inspector II	\$ 35.00	\$ 70.50	\$ 10.50	\$ 110.10	\$ 90.00
Construction - Inspector I	\$ 29.00	\$ 58.20	\$ 8.70	\$ 95.90	\$ 78.00
OT Construction - Inspector III	\$ 66.00	\$ 132.96	\$ 19.80	\$ 226.56	\$ 185.00
OT Construction - Inspector II	\$ 52.50	\$ 106.12	\$ 15.75	\$ 164.37	\$ 125.00
OT Construction - Inspector I	\$ 43.50	\$ 87.86	\$ 13.05	\$ 143.41	\$ 110.00
CADD - Manager	\$ 41.00	\$ 81.54	\$ 12.30	\$ 134.84	\$ 118.00
CADD - Drafter III	\$ 34.00	\$ 67.62	\$ 10.20	\$ 111.82	\$ 90.00
CADD - Drafter II	\$ 29.00	\$ 57.67	\$ 8.70	\$ 95.37	\$ 84.00
CADD - Drafter I	\$ 25.00	\$ 49.72	\$ 7.50	\$ 82.22	\$ 78.00
Graphic Specialist	\$ 32.00	\$ 63.64	\$ 9.60	\$ 105.24	\$ 92.00
Administrative	\$ 23.00	\$ 45.74	\$ 6.90	\$ 75.64	\$ 62.00

All travel will be billed per WSDOT travel regulations.
All direct reimbursable will be at cost with no mark ups.
Examples of Reimbursable expenses
Mileage
Per Diem
Plotting and outsource printing
Binding
Deliveries
Misc. project expendables

DKS Associates
Camas Corridor Study Budget

	Grade 35	Grade 33	Grade 15	Grade 11	Grade 12	Tech Level M	Total	DKS	Expenses	Total
Hourly Rate	\$ 209.75	\$ 195.78	\$ 109.33	\$ 88.60	\$ 91.06	\$ 84.91	Hours	Labor		Budget
North Urban Growth Area										
Draft and Final Traffic Analysis Memo	20	6	40	30	8	4	108	\$ 13,469	\$ 80	\$ 13,549
Attendance at One Open House or Public Mtg	3		1		2		6	\$ 921	\$ 40	\$ 961
Subtotal for NUGA	23	6	41	30	10	4	114	\$ 14,390	\$ 120	\$ 14,510
SR 500 and NE/NW 6th Avenue Corridor										
Draft/final existing transportation memo	8	2	30	50	10	4	104	\$ 11,030	\$ 1,050	\$ 12,080
Draft/final goals, objectives & evaluation criteria memo	2	2	4				8	\$ 1,248	\$ -	\$ 1,248
Draft/final future transportation analysis no-build memo	10	4	40	50	10	4	118	\$ 12,934	\$ 40	\$ 12,974
Draft/final alternatives analysis memorandum	8	4	24	24	8	2	70	\$ 8,110	\$ 40	\$ 8,150
Draft/final 3rd Avenue Traffic Analysis	8	2	16	26	6	2	60	\$ 6,839	\$ 600	\$ 7,439
Attendance at Two Open Houses or Public Mtgs.	6		2		2		10	\$ 1,659	\$ 80	\$ 1,739
Subtotal for SR 500	42	14	116	150	36	12	370	\$ 41,820	\$ 1,810	\$ 43,630

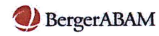
Consultant Fee Determination-Summary Sheet



Standard DKS Billing Grades	Maximum Direct Salary	Overhead	Fixed Fee*	Maximum Billing Rate
Tech Level A	\$ 9.62	177.10%	30.0%	\$ 29.55
Tech Level B	\$ 9.77	177.10%	30.0%	\$ 30.00
Tech Level C	\$ 11.40	177.10%	30.0%	\$ 35.00
Tech Level D/Grade 1	\$ 13.03	177.10%	30.0%	\$ 40.00
Tech Level E/Grade 2	\$ 14.65	177.10%	30.0%	\$ 45.00
Tech Level F/Grade 3	\$ 16.28	177.10%	30.0%	\$ 50.00
Tech Level G/Grade 4	\$ 17.91	177.10%	30.0%	\$ 55.00
Tech Level H/Grade 5	\$ 19.54	177.10%	30.0%	\$ 60.00
Tech Level I/Grade 6	\$ 21.17	177.10%	30.0%	\$ 65.00
Tech Level J/Grade 7	\$ 22.79	177.10%	30.0%	\$ 70.00
Tech Level K/Grade 8	\$ 24.42	177.10%	30.0%	\$ 75.00
Tech Level L/Grade 9	\$ 26.05	177.10%	30.0%	\$ 80.00
Tech Level M/Grade 10	\$ 27.68	177.10%	30.0%	\$ 85.00
Grade 11	\$ 29.31	177.10%	30.0%	\$ 90.00
Grade 12	\$ 30.93	177.10%	30.0%	\$ 95.00
Grade 13	\$ 32.56	177.10%	30.0%	\$ 100.00
Grade 14	\$ 34.19	177.10%	30.0%	\$ 105.00
Grade 15	\$ 35.82	177.10%	30.0%	\$ 110.00
Grade 16	\$ 37.45	177.10%	30.0%	\$ 115.00
Grade 17	\$ 39.08	177.10%	30.0%	\$ 120.00
Grade 18	\$ 40.70	177.10%	30.0%	\$ 125.00
Grade 19	\$ 42.33	177.10%	30.0%	\$ 130.00
Grade 20	\$ 43.96	177.10%	30.0%	\$ 135.00
Grade 21	\$ 45.59	177.10%	30.0%	\$ 140.00
Grade 22	\$ 47.22	177.10%	30.0%	\$ 145.00
Grade 23	\$ 48.84	177.10%	30.0%	\$ 150.00
Grade 24	\$ 50.47	177.10%	30.0%	\$ 155.00
Grade 25	\$ 52.10	177.10%	30.0%	\$ 160.00
Grade 26	\$ 53.73	177.10%	30.0%	\$ 165.00
Grade 27	\$ 55.36	177.10%	30.0%	\$ 170.00
Grade 28	\$ 56.98	177.10%	30.0%	\$ 175.00
Grade 29	\$ 58.61	177.10%	30.0%	\$ 180.00
Grade 30	\$ 60.24	177.10%	30.0%	\$ 185.00
Grade 31	\$ 61.87	177.10%	30.0%	\$ 190.00
Grade 32	\$ 63.50	177.10%	30.0%	\$ 195.00
Grade 33	\$ 65.13	177.10%	30.0%	\$ 200.00
Grade 34	\$ 66.75	177.10%	30.0%	\$ 205.00
Grade 35	\$ 68.38	177.10%	30.0%	\$ 210.00
Grade 36	\$ 70.01	177.10%	30.0%	\$ 215.00
Grade 37	\$ 71.64	177.10%	30.0%	\$ 220.00
Grade 38	\$ 73.27	177.10%	30.0%	\$ 225.00
Grade 39	\$ 74.89	177.10%	30.0%	\$ 230.00
Grade 40	\$ 76.52	177.10%	30.0%	\$ 235.00

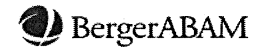
*calculated using direct salary only

- FEE ESTIMATE -



Title: Camas Corridor Study										
Date: 7/2/2015										
		<i>Staff Designation</i>								
		Environmental Scientist	Environmental Scientist	Senior Project Manager	Senior Project Manager	Senior Engineer	Dept Coordinator	Technical Editor	Word Processing	
		Dustin Day	Michelle Talal	Don Hardy	Hod Wells	Tim de Boer	Tracie Barisich	Madeleine Dulemba	Laura Townsend	Total
		\$112.29	\$95.19	\$180.00	\$198.33	\$112.20	\$67.35	\$101.00	\$73.56	
TASK	TASK DESCRIPTION									
1	Natural Resources Existing Conditions	18	16	4				2	2	\$4,614.00
2	Structural Engineering				15	33	4			\$6,947.00
	Expenses									\$110.00
	Mileage									\$100.00
10%	Administrative fee on direct expenses									\$10.00
	Total Hours	94	18	16	4	15	33	4	2	
	Total Expenses									\$110.00
	TOTAL FEE	\$2,021	\$1,523	\$720	\$2,975	\$3,703	\$269	\$202	\$147	\$11,671.00

Exhibit E-2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule



Classification	Direct	168.21%	30%	All Inclusive
	Labor Rates			Hourly
	NTE	NTE	NTE	NTE
Architect Project Manager VII	\$ 63.61	\$ 107.00	\$ 19.08	\$ 189.69
Associate Scientist IV	\$ 31.45	\$ 52.90	\$ 9.43	\$ 93.78
CAD Manager	\$ 41.92	\$ 70.52	\$ 12.58	\$ 125.01
CAD Operator III	\$ 33.79	\$ 56.84	\$ 10.14	\$ 100.77
CAD Operator V	\$ 39.96	\$ 67.22	\$ 11.99	\$ 119.16
CADD Operator IV	\$ 33.28	\$ 55.98	\$ 9.98	\$ 99.24
Communications Specialist III	\$ 33.46	\$ 56.29	\$ 10.04	\$ 99.79
Communications Manager	\$ 42.87	\$ 72.11	\$ 12.86	\$ 127.84
Communications Specialist II	\$ 28.82	\$ 48.48	\$ 8.65	\$ 85.94
Communications Specialist IV	\$ 31.45	\$ 52.90	\$ 9.43	\$ 93.78
Construction Field Technician	\$ 34.06	\$ 57.30	\$ 10.22	\$ 101.58
Construction Inspector	\$ 38.15	\$ 64.17	\$ 11.45	\$ 113.77
Construction Specialist/Diver	\$ 33.54	\$ 56.42	\$ 10.06	\$ 100.02
Department Coordinator	\$ 33.02	\$ 55.54	\$ 9.90	\$ 98.46
Designer II	\$ 27.77	\$ 46.72	\$ 8.33	\$ 82.82
Designer III	\$ 38.15	\$ 64.17	\$ 11.45	\$ 113.77
Designer IV	\$ 43.10	\$ 72.50	\$ 12.93	\$ 128.52
Engineer III	\$ 38.00	\$ 63.92	\$ 11.40	\$ 113.31
Engineer in Training I	\$ 28.82	\$ 48.48	\$ 8.65	\$ 85.94
Engineer Intern	\$ 19.62	\$ 33.00	\$ 5.89	\$ 58.51
Engineer VII	\$ 52.93	\$ 89.03	\$ 15.88	\$ 157.84
Engineer VIII	\$ 64.19	\$ 107.97	\$ 19.26	\$ 191.42
Environmental Planner/Scientist	\$ 42.84	\$ 72.06	\$ 12.85	\$ 127.74
Environmental Planning Manager VII	\$ 57.64	\$ 96.95	\$ 17.29	\$ 171.89
Environmental Scientist V	\$ 36.16	\$ 60.82	\$ 10.85	\$ 107.82
Environmental Scientist VI	\$ 39.31	\$ 66.12	\$ 11.79	\$ 117.21
Environmental Scientist IV	\$ 33.50	\$ 56.35	\$ 10.05	\$ 99.90
Graphics Manager/Senior Designer	\$ 38.84	\$ 65.33	\$ 11.65	\$ 115.81
Help Desk Technician	\$ 20.44	\$ 34.38	\$ 6.13	\$ 60.95
Landscape Architect IV	\$ 33.80	\$ 56.86	\$ 10.14	\$ 100.80
Landscape Architect V	\$ 38.78	\$ 65.24	\$ 11.63	\$ 115.65
Planner III	\$ 28.30	\$ 47.60	\$ 8.49	\$ 84.38
Planner IV	\$ 33.02	\$ 55.54	\$ 9.90	\$ 98.46
Project Architect VI	\$ 33.54	\$ 56.42	\$ 10.06	\$ 100.02
Project Coordinator	\$ 22.02	\$ 37.04	\$ 6.61	\$ 65.66
Project Engineer V	\$ 47.86	\$ 80.51	\$ 14.36	\$ 142.73
Project Engineer VI	\$ 58.17	\$ 97.85	\$ 17.45	\$ 173.48
Project Engineer VII	\$ 56.59	\$ 95.19	\$ 16.98	\$ 168.77
Project Manager VII	\$ 62.04	\$ 104.36	\$ 18.61	\$ 185.02
Project Manager VIII	\$ 64.26	\$ 108.09	\$ 19.28	\$ 191.63
Project Specialist	\$ 30.39	\$ 51.12	\$ 9.12	\$ 90.62
Public Involvement Specialist	\$ 33.02	\$ 55.54	\$ 9.90	\$ 98.46
Receptionist	\$ 16.78	\$ 28.22	\$ 5.03	\$ 50.03
Senior Administration	\$ 45.00	\$ 75.69	\$ 13.50	\$ 134.19
Senior Const. Spec./ Project Manager	\$ 58.70	\$ 98.73	\$ 17.61	\$ 175.04
Senior Constr. Field Office Asst.	\$ 27.77	\$ 46.72	\$ 8.33	\$ 82.82
Senior Engineer IV	\$ 38.00	\$ 63.92	\$ 11.40	\$ 113.31
Senior Engineer IV	\$ 40.35	\$ 67.88	\$ 12.11	\$ 120.33
Senior Graphic Designer	\$ 36.42	\$ 61.26	\$ 10.93	\$ 108.60
Senior Landscape Architect VI	\$ 40.88	\$ 68.76	\$ 12.26	\$ 121.89
Senior Planner VI	\$ 53.98	\$ 90.79	\$ 16.19	\$ 160.96
Senior Project Engineer VI	\$ 58.43	\$ 98.29	\$ 17.53	\$ 174.26
Senior Project Manager VIII	\$ 66.99	\$ 112.68	\$ 20.10	\$ 199.77
Senior Project Manager/Environmental Scientist VIII	\$ 69.20	\$ 116.40	\$ 20.76	\$ 206.36
Senior Public Involvement Project Manager	\$ 42.97	\$ 72.28	\$ 12.89	\$ 128.13
Senior Scientist	\$ 41.92	\$ 70.52	\$ 12.58	\$ 125.01
Survey Chief of Parties	\$ 33.75	\$ 56.76	\$ 10.12	\$ 100.64
Survey Technician	\$ 25.16	\$ 42.32	\$ 7.55	\$ 75.02
Survey Technician III	\$ 23.98	\$ 40.34	\$ 7.19	\$ 71.51
Surveyor	\$ 48.21	\$ 81.10	\$ 14.46	\$ 143.77
Technical Writer	\$ 34.29	\$ 57.68	\$ 10.29	\$ 102.26
Transportation Project Manager VII	\$ 62.23	\$ 104.67	\$ 18.67	\$ 185.57

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: S-602

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

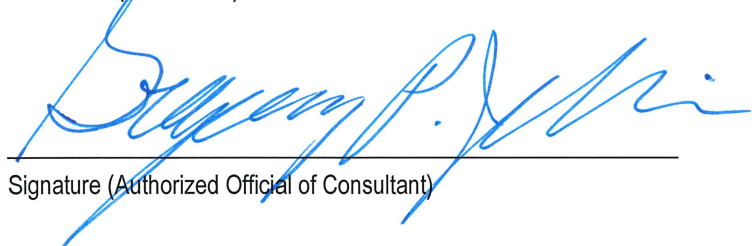
I hereby certify that I am the and duly authorized representative of the firm of
HDJ Design Group, PLLC
whose address is
314 W. 15th Street, Vancouver, WA 98660-2927
and that neither the above firm nor I have:

- 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 WSDOT (when applicable) 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: S-602

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Agency Official

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 WSDOT (when applicable)
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

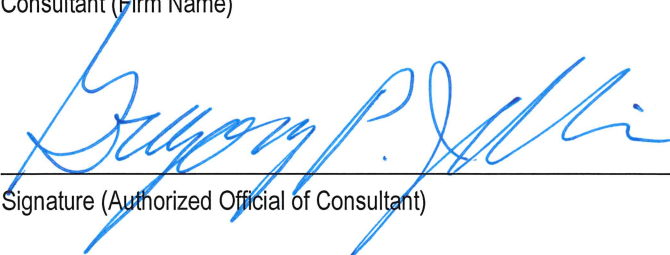
Agreement Number: S-602

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)

8/5/2015

Date

Agreement Number: S-602

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:

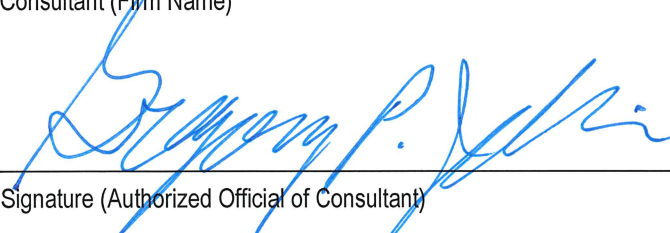
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress 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)

8/5/2015
Date

Agreement Number: S-602

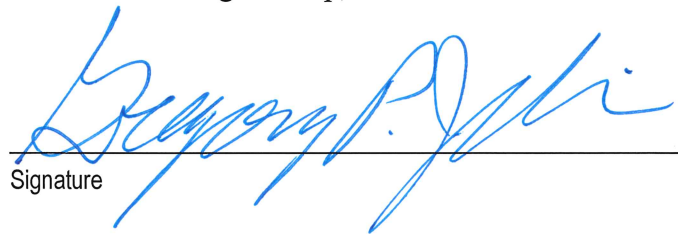
Exhibit G-4 Certificate of Current Cost or Pricing Data

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 North Urban Growth Area and SR 500 / 6th * are accurate, complete, and current as of August 5, 2015

**

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

Member / Principal

Title

Date of Execution***: 8/5/2015

*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.

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Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

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: S-602

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: S-602

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.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Horenstein Law Group PLLC
500 Broadway, Suite 120
Vancouver, WA 98660
Attn: D. Jean Shaw

**AGREEMENT FOR
BOUNDARY LINE ADJUSTMENTS AND GRANT OF EASEMENTS**

Grantor: Bruce D. Towle and Sharon D. Towle; William R. Lovell, Jr., and Dorothy J. Lovell; Gregory R. Hoyt; and City of Camas, Washington

Grantee: Bruce D. Towle and Sharon D. Towle; William R. Lovell, Jr., and Dorothy J. Lovell; Gregory R. Hoyt; and City of Camas, Washington

Abbreviated Legal: Portion of NW ¼ Sec. 4 and NE ¼ Sec. 5, Township 2 North, Range 4 EWM

Assessor's Tax Parcel: 136865.000, 136848.000, 136852.000, and 136645.000

Other Reference No.: N/A

1. Effective Date. _____, 2015.

2. Parties. Bruce D. Towle and Sharon D. Towle, husband and wife ("Towles"); William R. Lovell, Jr., and Dorothy J. Lovell, husband and wife ("Lovells"); Gregory R. Hoyt, an unmarried person ("Hoyt"); and City of Camas, Washington, a municipal corporation ("Camas").

3. Recitals.

3.1 Towles are the owners of the real property located in Clark County, Washington, legally described in Exhibit A, attached hereto and incorporated herein by this reference ("Towles Property").

3.2 Lovells are the owners of the real property located in Clark County, Washington, legally described in Exhibit B, attached hereto and incorporated herein by this reference ("Lovells Property").

3.3 Hoyt is the owner of the real property located in Clark County, Washington, legally described in Exhibit C, attached hereto and incorporated herein by this reference ("Hoyt Property").

3.4 Camas is the owner of the real property located in Clark County, Washington, legally described in Exhibit D, attached hereto and incorporated herein by this reference (“Camas Property”).

3.5 The parties to this Agreement for Boundary Line Adjustments and Grant of Easements (“Agreement”) desire to adjust and confirm the boundaries of their respective parcels and to grant certain easement rights which shall benefit and burden certain of the parties’ properties.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties make the following agreements:

4. Current Boundaries. The parties agree that the legal descriptions attached as Exhibit A, Exhibit B, Exhibit C, and Exhibit D describe the current boundaries of their respective parcels of property.

5. Proposed Adjusted Boundaries. The parties intend and agree by this Agreement to change the current existing legal boundaries of their respective parcels so that those boundaries shall be described as follows:

5.1 The boundary of the Towles Property shall be adjusted to be the property legally described on Exhibit E attached hereto.

5.2 The boundary of the Lovells Property shall be adjusted to be the property legally described on Exhibit F attached hereto.

5.3 The boundary of the Hoyt Property shall be adjusted to be the property legally described on Exhibit G attached hereto.

5.4 The boundary of the Camas Property shall be adjusted to be the property legally described on Exhibit H attached hereto.

6. Agreements.

6.1 The parties, in adopting the new boundaries and legal descriptions for their respective parcels do fully represent and agree that it is their intention to confirm, modify and accept the real property legal descriptions as modified herein.

6.2 The parties will accept among themselves, their assigns, heirs, representatives and successors, the legal descriptions so established by this Agreement as the true legal descriptions of their parcels and will execute this instrument to embody their agreement regarding the new location of such boundary lines and such new legal descriptions.

6.3 The parties further agree to execute any necessary additional documents or deeds in order to fulfill the intentions of this Agreement.

7. Quit Claim and Release. For and in consideration of their respective conveyances to each other, the adequacy of which is hereby acknowledged, and for no other additional consideration, the parties hereby convey and quit claim any and all of their respective interests as follows:

7.1 Towles Conveyances.

(a) Towles hereby convey and quit claim to Lovells any and all interest they may have, if any, in the property described in Exhibit F.

(b) Towles hereby convey and quit claim to Hoyt any and all interest they may have, if any, in the property described in Exhibit G.

(c) Towles hereby convey and quit claim to City of Camas any and all interest they may have, if any, in the property described in Exhibit H.

7.2 Lovell Conveyances.

(a) Lovells hereby convey and quit claim to Towles any and all interest they may have in the property described in Exhibit E.

(b) Lovells here convey and quit claim to Hoyt any and all interest they may have in the property described in Exhibit G.

(c) Lovells hereby convey and quit claim to City of Camas any and all interest they may have in the property described in Exhibit H.

7.3 Hoyt Conveyances.

(a) Hoyt hereby conveys and quit claims to Towles any and all interest he may have in the property described in Exhibit E.

(b) Hoyt hereby conveys and quit claims to Lovells any and all interest he may have in the property described in Exhibit F.

(c) Hoyt hereby conveys and quit claims to City of Camas any and all interest he may have in the property described in Exhibit H.

7.4 City of Camas Conveyances.

(a) City of Camas hereby conveys and quit claims to Towles any and all interest it may have in the property described in Exhibit E.

(b) City of Camas hereby conveys and quit claims to Lovells any and all interest it may have in the property described in Exhibit F.

(c) City of Camas hereby conveys and quit claims to Hoyt any and all interest it may have in the property described in Exhibit G.

7.5 Property Configurations. Exhibit I attached hereto shows the configuration of the parcels owned by Towles, Lovells, and Hoyt based on the boundaries of their respective parcels described in Exhibits E, F, and G.

8. Compliance. This Agreement for adjustment of property boundary lines is made in compliance with Section 58.17.040(6) RCW because this Agreement does not create any additional lot, tract, parcel, site or division.

9. Easements. In order to provide certain ingress, egress, and utilities between and among Towles, Lovells, and Hoyt, those parties hereby grant the others the following described easements:

9.1 Lovells Easement to Towles and Hoyt. Lovells hereby grant and convey to Towles and Hoyt for the benefit of those properties described on Exhibit E and Exhibit G a twenty (20) foot wide non-exclusive easement for ingress, egress and utilities over, under and across that certain parcel of property described on Exhibit J attached hereto and incorporated herein by this reference.

9.2 Towles Easement to Lovells and Hoyt. Towles hereby grant and convey to Lovells and Hoyt for the benefit of those properties described on Exhibit F and Exhibit G a non-exclusive easement for ingress, egress and utilities over, under and across that certain parcel of property described on Exhibit K attached hereto and incorporated herein by this reference.

9.3 Easement Configurations. Exhibit L attached hereto shows the configuration of the easements granted to Sections 9.1 through 9.3 above.

10. Nature and Effect of Easements. Each of the easements described in Section 9 above: (i) creates an equitable servitude upon the properties described in Exhibits J and K in favor of the properties which are stated to benefit from such easements, (ii) constitutes a covenant running with the land, and (iii) shall bind every person or entity having any fee, leasehold or other interest in any portion of the described properties at any time or from time to time, to the extent that such portion is affected or bound by the easement in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

11. Conditions Relating to the Camas Property. The Camas Property is a watershed property, and the City has the right to manage the resource for public consumption. The Towle, Lovell, and Hoyt Properties are located adjacent to and have drainage ways that flow into the Camas Property. In order to protect the resource, the Towles, Lovells, and Hoyts, and their successors in title, shall only use mechanical methods, with no pesticide or herbicide use, for removal of underbrush and other vegetation associated with logging or ground clearing activities on their respective properties. *De minimis* use of pesticides or herbicides for use in the immediate area around the houses is allowed. In addition, within 30 days after any logging operations, or within such time frame as may be otherwise agreed to by the City, the fence along the common line

between Towle, Lovell, and Hoyt Properties, with the Camas Property, will be replaced to a minimum standard of the 3-strand wire fence with T posts on 20-foot centers. “No Trespassing” signs noting the Camas Property as a Watershed will be provided by the City of Camas and installed by the respective owners.

12. General Provisions.

12.1 Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

12.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

12.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

12.4 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

12.5 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

12.6 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

12.7 Recording. A fully executed counterpart of this Agreement shall be recorded in the Office of the Auditor of Clark County, Washington.

12.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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Signatures on following page

acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that I know or have satisfactory evidence that Sharon D. Towle is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that I know or have satisfactory evidence that William R. Lovell, Jr., is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that I know or have satisfactory evidence that Dorothy J. Lovell is the person who appeared before me, and said person acknowledged that he/she signed this instrument and

acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that I know or have satisfactory evidence that Gregory R. Hoyt is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that _____ appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument as the _____ of the City of Camas, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

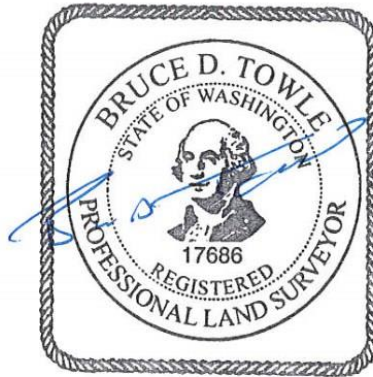
NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR TOWLE-LOVELL
Existing Towle Parcel
March 10, 2015

The East half of the Northeast quarter of the Northeast quarter of Section 5, Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington.



3/30/15

EXHIBIT "B"

LEGAL DESCRIPTION FOR TOWLE-LOVELL
Existing Lovell Parcel
March 10, 2015

The East half of the Southeast quarter of the Northeast quarter of Section 5, Township 2 North, Range 4 East of the Willamette Meridian in Clark County, Washington.

EXCEPTING THEREFROM the following described tract:

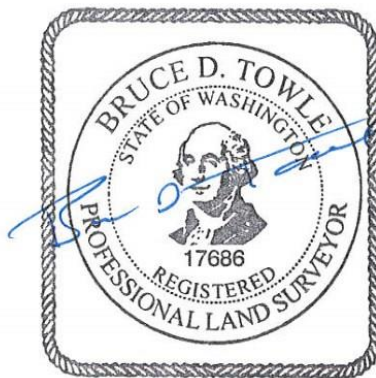
BEGINNING at the Northeast corner of the East half of the Southeast quarter of the Northeast quarter of Section 5, Township 2 North, Range 4 East of the Willamette Meridian in Clark County Washington;

THENCE South 420.00 feet;

THENCE West 420.00 feet;

THENCE North 420.00 feet;

THENCE East 420.00 feet to the POINT OF BEGINNING.



313015

EXHIBIT "C"

LEGAL DESCRIPTION FOR TOWLE-LOVELL

Existing Hoyt Parcel

March 10, 2015

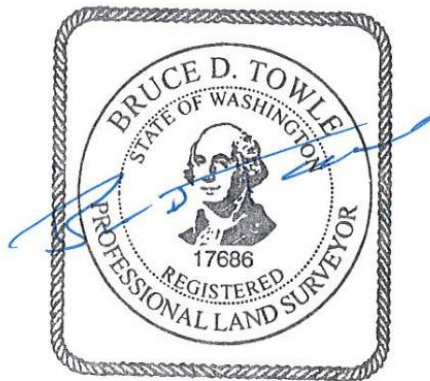
BEGINNING at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 5, Township 2 North, Range 4 East of the Willamette Meridian, Clark County Washington;

THENCE South 420.00 feet;

THENCE West 420.00 feet;

THENCE North 420.00 feet;

THENCE East 420.00 feet to the POINT OF BEGINNING.



3/30/15

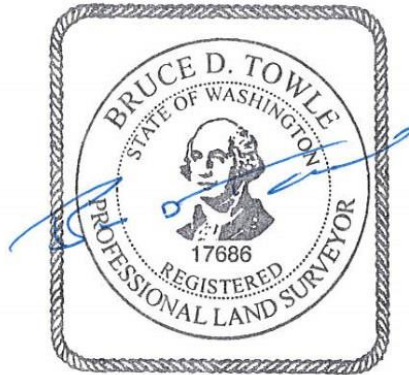
EXHIBIT "D"

LEGAL DESCRIPTION FOR TOWLE-LOVELL

Existing City of Camas Parcel

March 10, 2015

Government Lots 1, 2, 3 and 4, being the North half of the North half of Section 4 and the South half of the North half of Section 4, all in Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington.



3/30/15

EXHIBIT "E"

LEGAL DESCRIPTION FOR TOWLE-LOVELL
Revised Towle Parcel
March 10, 2015

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5;

THENCE North 02°50'53" East a distance of 874.46 feet to a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686";

THENCE North 02°50'53" East a distance of 420.00 feet to a ½" Iron Pipe and the TRUE POINT OF BEGINNING;

THENCE North 03°08'34" East towards or through a ¾" Iron Pipe which is 1267.67 feet from said TRUE POINT OF BEGINNING to the North line of said Section 4 or Section 5;

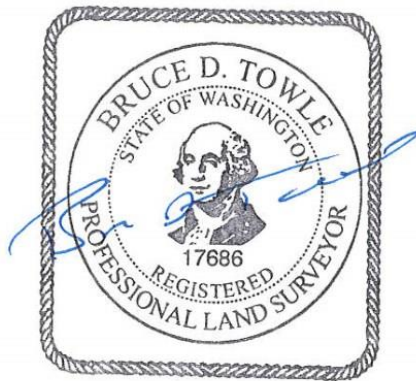
THENCE North 88°35'58" West along the North line of Sections 4 and 5 a distance of 690.10 feet, more or less, to the Northwest corner of the East half of the East half of the Northeast quarter of said Section 5;

THENCE South 02°42'42" West along the West line of said East half of the East half of the Northeast quarter a distance of 1260.18 feet to a point which bears North 87°59'26" West from the TRUE POINT OF BEGINNING;

THENCE South 87°59'26" East a distance of 260.43 feet, more or less, to a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686";

(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

THENCE continuing South $87^{\circ}59'26''$ East a distance of 420.00 feet to the TRUE POINT OF BEGINNING.



3130115

EXHIBIT "F"

LEGAL DESCRIPTION FOR TOWLE-LOVELL
Revised Lovell Parcel
April 13, 2015

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5 and the TRUE POINT OF BEGINNING;

THENCE North 02°50'53" East a distance of 874.46 feet to a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686;

THENCE continuing North 02°50'53" East a distance of 36.52 feet;

THENCE North 87°59'26" West a distance of 460.00;

THENCE North 02°50'53" East a distance of 383.48 feet to a point which bears North 87°59'26" West 40.00 feet, more or less, from a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686;

THENCE North 87°59'26" West a distance of 220.43 feet, more or less, to the West line of the East half of the East half of the Northeast quarter of said Section 5;

THENCE South 02°42'42" West along said West line a distance of 1304.40 feet, more or less, to the Southwest corner of said East half of the East half of the Northeast quarter;

THENCE South 88°50'04" East along the South line of said Northeast quarter a distance of 677.54 feet, more or less, to the TRUE POINT OF BEGINNING.

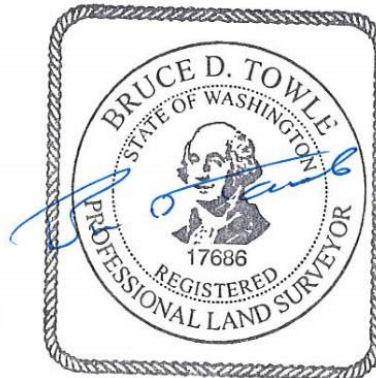


EXHIBIT "G"

LEGAL DESCRIPTION FOR TOWLE-LOVELL
Revised Hoyt Parcel
April 13, 2015

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5;

THENCE North 02°50'53" East a distance of 874.46 feet to a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686";

THENCE continuing North 02°50'53" East a distance of 36.52 feet and the TRUE POINT OF BEGINNING;

THENCE North 87°59'26" West a distance of 460.00 feet;

THENCE North 02°50'53" East a distance of 383.48 feet to point which bears North 87°59'26" West 40.00 feet, more or less, from a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686";

THENCE South 87°59'26" East a distance of 40.00 feet to said ½" Iron Rod;

THENCE continuing South 87°59'26" East a distance of 420.00 feet to a ½" Iron Pipe;

THENCE South 02°50'53" West a distance of 383.48 feet to the TRUE POINT OF BEGINNING.

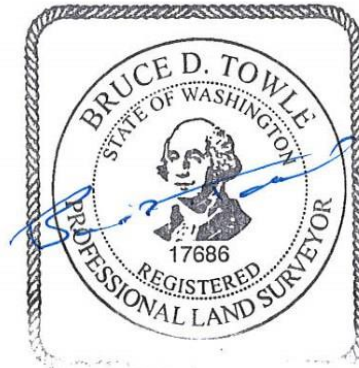


EXHIBIT "H"

LEGAL DESCRIPTION FOR TOWLE-LOVELL
Revised City of Camas Parcel
March 10, 2015

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5 and the TRUE POINT OF BEGINNING;

THENCE North 02°50'53" East a distance of 874.46 feet to a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686";

THENCE North 02°50'53" East a distance of 420.00 feet to a ½" Iron Pipe;

THENCE North 03°08'34" East towards or through a ¾" Iron Pipe which is 1267.67 feet from said ½" Iron Pipe to the North line of said Section 4 or Section 5;

THENCE East along the North lines of said Sections 4 and 5 a distance of 5280 feet, more or less, to the Northeast corner of said Section 4;

THENCE South along the East line of the Northeast quarter of said Section 4 a distance of 2640 feet, more or less, to the Southeast corner of the Northeast quarter of said Section 4;

THENCE West along the South line of the Northeast and Northwest quarters of said Section 4 a distance of 5280 feet, more or less, to the TRUE POINT OF BEGINNING.

3/30/15

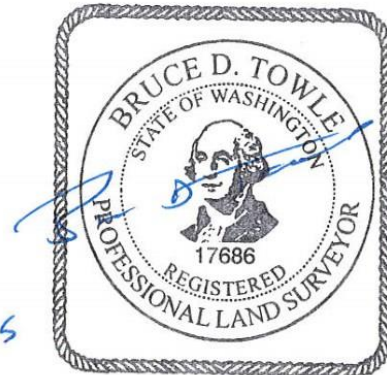


EXHIBIT "1"
SKETCH FOR BOUNDARY LINE
AGREEMENT

A PORTION OF THE NW 1/4 OF THE SECTION 4 AND THE NE 1/4
 OF THE SECTION 5, T. 2 N., R. 4 E., W.M.,
 CLARK COUNTY, WA

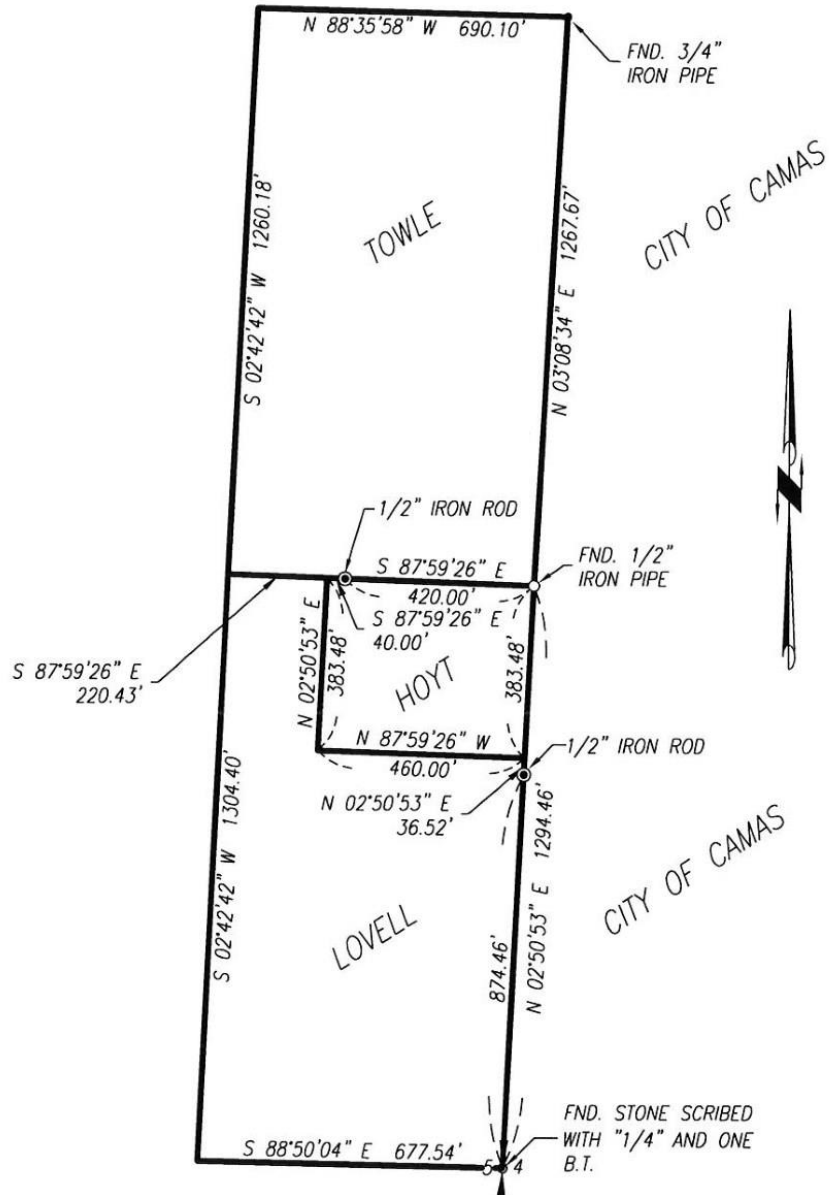


EXHIBIT "J"

LEGAL DESCRIPTION FOR TOWLE-LOVELL
Easement Lovell to Hoyt & Towle
April 14, 2015

A 20.00 foot wide nonexclusive easement for ingress, egress and utilities over, under and across a parcel of property in the North half of Section 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington being the North 20.00 feet, as measured perpendicular to the most Northerly North line of the following described property:

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5 and the TRUE POINT OF BEGINNING;

THENCE North 02°50'53" East a distance of 874.46 feet to a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686;

THENCE continuing North 02°50'53" East a distance of 36.52 feet;

THENCE North 87°59'26" West a distance of 460.00;

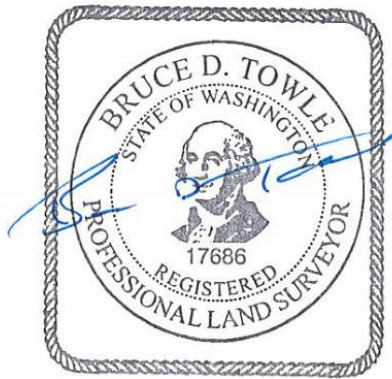
THENCE North 02°50'53" East a distance of 383.48 feet to a point which bears North 87°59'26" West 40.00 feet, more or less, from a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686;

THENCE North 87°59'26" West a distance of 220.43 feet, more or less, to the West line of the East half of the East half of the Northeast quarter of said Section 5;

(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

THENCE South 02°42'42" West along said West line a distance of 1304.40 feet, more or less, to the Southwest corner of said East half of the East half of the Northeast quarter;

THENCE South 88°50'04" East along the South line of said Northeast quarter a distance of 677.54 feet, more or less, to the TRUE POINT OF BEGINNING.



4/14/15

EXHIBIT "K"

LEGAL DESCRIPTION FOR TOWLE-LOVELL
Easement Towle to Lovell and Hoyt
April 13, 2015

A nonexclusive easement for ingress, egress and utilities over, under and across a parcel of property in the Northeast quarter of Section 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington being described as follows:

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5;

THENCE North 02°50'53" East a distance of 874.46 feet to a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686;

THENCE continuing North 02°50'53" East a distance of 36.52 feet;

THENCE North 87°59'26" West a distance of 460.00;

THENCE North 02°50'53" East a distance of 383.48 feet to a point which bears North 87°59'26" West 40.00 feet, more or less, from a ½" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686 and the TRUE POINT OF BEGINNING;

THENCE North 02°50'53" East a distance of 20.00 feet;

THENCE North 87°59'26" West a distance of 55.32 feet;

THENCE South 80°41'58" West a distance of 35.69 feet;

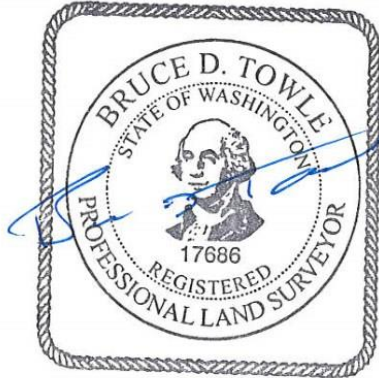
THENCE North 87°59'26" West a distance of 40.00 feet;

THENCE North 74°51'24" West a distance of 30.81 feet;

THENCE North 87°59'26" West a distance of 60.16 feet, more or less, to the West line of the East half of the East half of the Northeast quarter of said Section 5;

THENCE South 02°42'42" West along said West line a distance of 20.00 feet more or less to a point which bears North 87°59'26" West from the TRUE POINT OF BEGINNING;

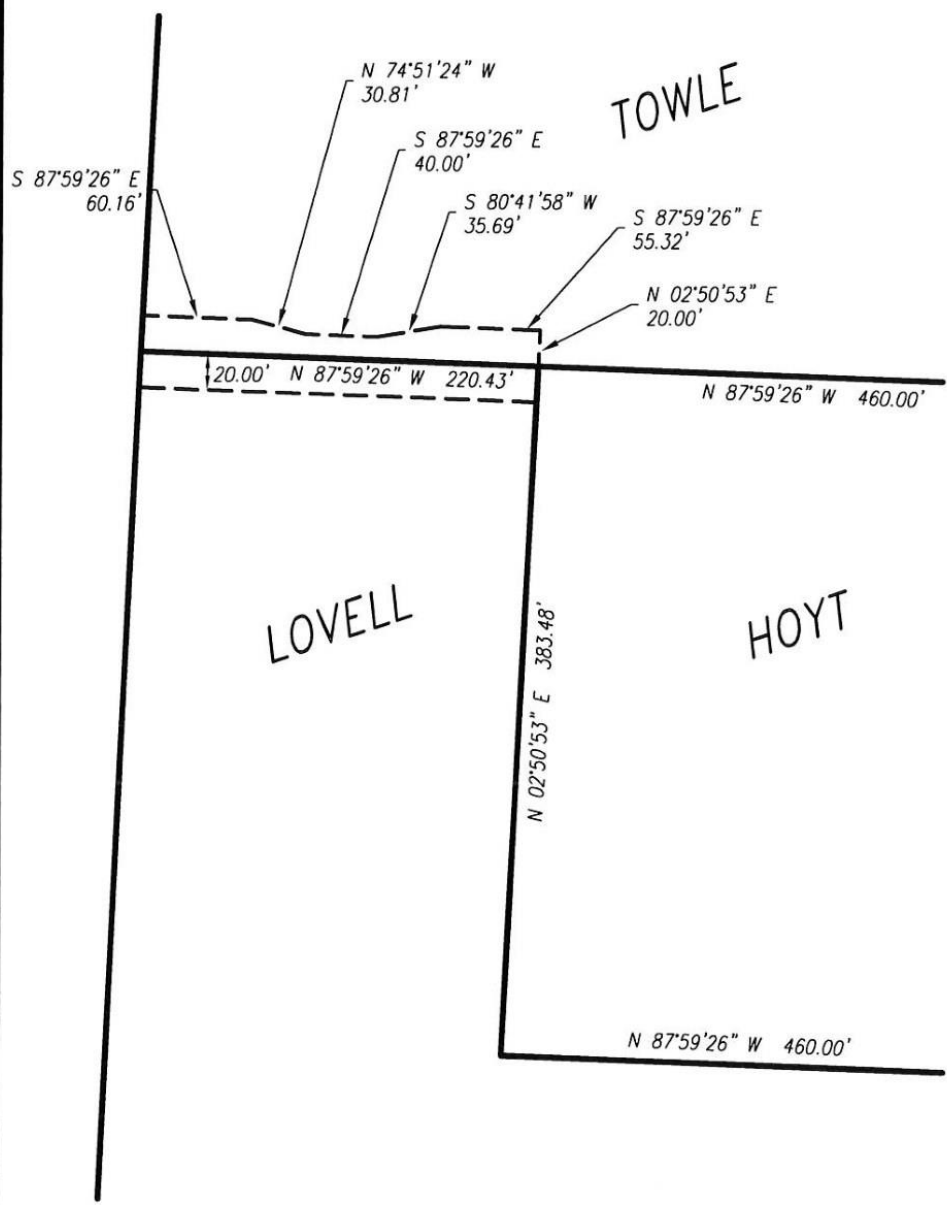
THENCE South 87°59'26" East a distance of 220.43 feet, more or less, to the TRUE POINT OF BEGINNING.



4/13/15

EXHIBIT "L"
SKETCH FOR EASEMENT CONVEYANCE

A PORTION OF THE NW 1/4 OF THE SECTION 4 AND THE NE 1/4
 OF THE SECTION 5, T. 2 N., R. 4 E., W.M.,
 CLARK COUNTY, WA



OLSON LAND SURVEYORS
 ENGINEERS
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

1-360-695-1385
 1-503-289-9936

**PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. WS-740A
HYDROGEOLOGIC SUPPORT SERVICES**

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between the CITY OF CAMAS, hereinafter referred to as the "CITY", and PACIFIC GROUNDWATER GROUP, INC., hereinafter referred to as the "CONSULTANT" WITNESSETH:

WHEREAS, the CITY requires those services set forth on Exhibit "A" attached hereto to be performed as part of that certain CITY project identified as:

HYDROGEOLOGIC SUPPORT SERVICES

and

WHEREAS, the CONSULTANT represents that the CONSULTANT is qualified and possesses the expertise, training and skill necessary to perform such designated services; NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. SCOPE OF SERVICE

The CONSULTANT shall perform such services and accomplish such tasks including the furnishing of all materials, labor, and equipment necessary for full performance thereof, as are identified and designated as CONSULTANT responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and made a part hereof.

2. TERM

The services contracted hereunder shall be completed in no event later than December 31, 2002. In the event the CONSULTANT has not completed its performance by said date, the CITY has the option to terminate this agreement and compensate the CONSULTANT only for that portion of the work completed in an acceptable manner by that date. Both parties may agree to an extension of the time set forth in said schedule and as provided above.

3. COMPENSATION AND METHOD OF PAYMENT

- A. The CITY shall pay the CONSULTANT for the performance of services designated in Exhibit "A", based upon the hourly rates shown in Exhibit "B" attached hereto and made a part hereof. The total authorized services shall not exceed **\$20,000**. If the description of services on Exhibit "A" designates additional services which may be requested by the CITY, said additional services will be

paid for by the CITY at the rates set forth in Table 1 of Exhibit "A"; however, said services will only be performed and compensated by the CITY after the CITY has directed such performance in writing.

- B. Payment by the CITY for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the CITY, and the same is approved by the appropriate CITY representative. Payment shall be monthly on the basis of invoices submitted. These invoices will be for costs incurred during the invoice period. The CONSULTANT shall include documentation with invoice. Said documentation to include:
 - o Identification of staff and a summary of each staff's labor hours tied to tasks.
 - o All subconsultant charges.
 - o Travel charges including mileage rates
 - o Equipment rental charges.
 - o Computer and other charges.

The documentation shall clearly show what tasks were worked on and how the total invoice amount was derived.

4. MAINTENANCE AND INSPECTION OF RECORDS

- A. The CONSULTANT agrees to maintain books, records and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and such accounting procedures and practices as may be deemed necessary by the CITY to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject to reasonable inspection and review or audit by the CITY and its authorized representative.
- B. The CONSULTANT agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times.

5. ASSIGNMENT/SUBCONTRACTING

- A. The CONSULTANT shall not assign any portion of this agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONSULTANT not less than thirty (30) days prior to the date of any proposed assignment.
- B. Any technical/professional service subcontract not listed in this Agreement which is to be charged to the CITY under this Agreement, must have express advance approval by the CITY.

6. INDEPENDENT CONSULTANT RELATIONSHIP

- A. The parties intend that an independent consultant/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; the implementation of services will lie solely with the CONSULTANT. No agent, employee, servant or representative of the CONSULTANT shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONSULTANT are not entitled to any of the benefits the CITY provides to its employees. The CONSULTANT will be responsible for its negligent acts and for the negligent acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, the CONSULTANT is an independent contractor with the authority to control and direct the performance of the details of the work according to the CONSULTANTS scope of work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

7. HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT agrees to hold harmless and indemnify the CITY and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments which result from the negligent acts, errors, or omissions of the CONSULTANT. Under such indemnity agreement, the CITY agrees to hold harmless and indemnify the CONSULTANT and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments which result from the negligent acts, errors, or omissions of the CITY.

8. INSURANCE

The CONSULTANT shall obtain and keep in force during the term of this Agreement, public liability and property damage insurance in amounts and with companies acceptable to the CITY. The limits of such coverage shall not be less than \$1,000,000.00 combined single limit bodily injury and property damage. A certificate of such insurance shall be provided to the CITY within one (1) week after the execution of this Agreement. The insurer shall agree to give the CITY thirty (30) days written notice of cancellation or substantial change in coverage. Coverage in the minimum amount set forth herein shall not be construed to relieve the CONSULTANT from liability in excess of such coverage.

9. EQUAL EMPLOYMENT OPPORTUNITY

- A. The CITY is an equal opportunity employer.
- B. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The CONSULTANT shall ensure that applicants are employed and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The CONSULTANT shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.
- C. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONSULTANT shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraph herein.
- D. The CONSULTANT SHALL COMPLY WITH Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

10. MINORITY BUSINESS ENTERPRISE

In connection with the CONSULTANT'S performance under this Agreement, the CONSULTANT will cooperate with the CITY in meeting the CITY'S commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to ensure the minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

11. TREATMENT OF ASSETS

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents prepared by the CONSULTANT. All equipment purchased specifically for the project shall become the property of the CITY.

12. TERMINATION

This agreement may be terminated by either party without cause upon fourteen (14) days written notice to the other party. This agreement may be terminated for cause by either party upon 24 hours written notice. In the event of a termination, the City shall pay for CONSULTANT services through the effective date of termination. There shall be no penalty or liquidation damages for any such termination.

13. ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and performance of the provisions of this contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

14. ATTACHMENTS

The following attachments are part of and applicable to this agreement:

Exhibit "A" Scope of work

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year above written.

CITY OF CAMAS

CONSULTANT: Pacific Groundwater Group, Inc.

By _____
Scott Higgins

By _____
Daniel T. Matlock, Vice President

Title _____
Mayor

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Third paragraph of faint text, appearing as a block of illegible characters.

Fourth paragraph of faint text, appearing as a block of illegible characters.

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EXHIBIT "A"

PACIFIC groundwater GROUP

June 25, 2015

City of Camas
616 NE Fourth Avenue
Camas, WA 98607

Attn: Mr. Steve Wall

Re: Hydrogeologic Support Services

Dear Steve:

This letter provide a scope of work and cost estimate to provide the City with on-going technical assistance for managing your water supply sources as well as planning for new source development to meet continuing growth targets.

SCOPE OF WORK

Task 1 - Maintenance of Surface Water and Groundwater Monitoring Stations

Activities to include:

- Servicing data loggers that are used to capture groundwater level information in the Washougal River wellfield area and surface water data from the Washougal River stage gage
- Relocation of the Washougal River gage from the north side of the footbridge to the south side which is more stable location for data capture and better suited to monitor low flow conditions (see Attachment 1 – River Measurements)
- Periodic reduction and analysis of monitoring data

Task 2 - Hydrogeologic Support Service

Hydrogeologic support services may include:

- Assessment of wellfield performance and providing input when needed to asses question on drought conditions and other factors that might arise.
- Assistance with regulatory questions
- Responding to water right purchase opportunities
- Addressing question related to potential environmental threats to the supply sources
- Assistance with Water System Plan development
- Assistance with new source development

Task 3 - Management and Meetings

PGG's Project Manager will prepare and document invoices, manage staff resources and the project schedule, and communicate with City representatives regarding project logistics, schedule, and technical issues as the project unfolds. We will also attend meeting when needed to assist the City with strategic planning, permitting questions, negotiation of water right purchases, and technical issues.

PROJECT COST ESTIMATE

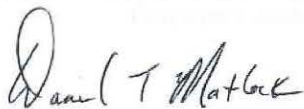
PGG estimates that the costs associated with the proposed scope of work will be **\$20,000**, including expenses. Cost estimate details are provided in Table 1, attached. Since specific details on the nature of our services cannot be explicitly defined at this time, the authorization should be considered as preliminary and subject to change depending on specific City requests for assistance.

Our costs will be invoiced monthly on a time-and-materials basis. In the event that unexpected information is encountered that appears to require additional work, PGG will bring them to your attention and seek your approval for any added expenditures. Our professional services will be performed, our findings obtained, and our reports prepared in accordance with generally accepted hydrogeologic practices. This warranty is in lieu of all other warranties, either express or implied.

Please call if you should have any questions concerning the enclosed information.

Sincerely,

Pacific Groundwater Group

A handwritten signature in black ink that reads "Dan Matlock". The signature is written in a cursive style with a large initial "D".

Dan Matlock

Principal Hydrogeologist

**Table 1 - Hydrogeologic Support Services - City of Camas
Pacific Groundwater Group**

JM9702.17

Task	Description	ESTIMATED HOURS					OTHER COSTS ¹			TOTAL TASK COST
		Support \$60	Permit Specialist \$125	GIS \$110	Principal \$150	Labor Cost	Direct Costs	Mileage	Sub- RM	
1	Maintenance of Surface Water and Groundwater Monitoring Stations				16	\$ 2,400.00		300.00	10,740.00	\$ 13,440.00
2	Hydrogeologic Support Services		8		24	\$ 4,600.00				\$ 4,600.00
5	Project Management and Meetings	4	4		8	\$ 1,940.00	20.00			\$ 1,960.00
	Subtotal	4	12	0	48	\$8,940.00	\$20.00		\$10,740.00	\$20,000.00

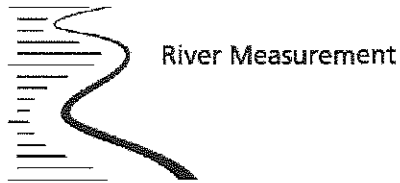
Notes:

1) Includes 10% markup

Attachment A

Proposal from River Measurements for Relocation and Maintenance of Washougal River Gage

Item	Description	Quantity	Unit	Estimated Cost
1	Relocation of gage structure	1	Structure	\$15,000
2	Maintenance of gage structure	1	Structure	\$5,000
3	Installation of new gage structure	1	Structure	\$10,000
4	Installation of new gage structure	1	Structure	\$10,000
5	Installation of new gage structure	1	Structure	\$10,000
6	Installation of new gage structure	1	Structure	\$10,000
7	Installation of new gage structure	1	Structure	\$10,000
8	Installation of new gage structure	1	Structure	\$10,000
9	Installation of new gage structure	1	Structure	\$10,000
10	Installation of new gage structure	1	Structure	\$10,000



Proposal
Lower Washougal River Stream Gage at Greenway Trail, at Camas, WA
Relocate Equipment to Improve Data Quality and
Operation and Maintenance for One Year

6/23/15

This cost estimate was prepared by River Measurement, a Division of WEST Consultants, Inc. for Pacific Groundwater Group. A description of work and associated costs are given for relocation of the gaging station and for operation and maintenance of the site.

Background

In 2008 WEST Consultants, Inc. installed a bubbler type stream gaging station at the Washougal River Greenway Trail footbridge crossing the Washougal River. The bubbler sensor continuously measures the water level (stage) of the river. Stage is measured at the streamward end of a 1-1/2" steel pipe that extends about 40 feet outward (south) into the river from the north bridge pier. Sediment deposits accumulate on the north side of the river and this has a negative impact on collection of stage data. The end of the pipe often becomes buried and the result is unreliable and at times unusable stage data. The lowest summer flows cannot be measured because water levels drop below the end of the pipe. Attempts to extend the bubbler pipe further out into the river from the north bank have had limited success and increasingly expose the pipe to damage from debris in the river at high flow.

At this time instrumentation for the stream gage is accessed by a catwalk under the bridge. There are locked gates at both ends. Protective conduit for the bubbler tubing is fastened to the north concrete bridge pier and extends out about 40 feet towards the low-water channel. There is a locked 30" x 36" steel electrical enclosure fastened to bridge supports. Bubbler tubing, protected by conduit runs from the enclosure, down through the open concrete pier, and out the bottom of the pier into the river.

A USGS type wire-weight gage is installed on the bridge catwalk directly above the end of the orifice pipe. It is used as a reference gage to validate water levels measured by the instrumentation. The wire-weight gage is used instead of staff gages.

Once the station is relocated it will require the same operation and maintenance procedures as before.

Recommendations

Task 1: Relocate stream gage from north side of river to south side of river.

WEST recommends moving the bubbler and wire-weight equipment to the south side of the river where the depths are the greatest and the channel remains free of gravel and sand bars. The electrical enclosure will be bolted to the concrete bridge abutment at the south end of the catwalk. Conduit for the bubbler tubing will be installed from the enclosure, down the abutment, and into the river. The steel conduit will be fastened to large boulders in the channel with the end of the conduit at an elevation low enough to measure all flows. The wire-weight gage will be moved to a location directly above the river end of the orifice conduit.

The same instrumentation, enclosure, and wire-weight gage will be used. Materials such as conduit, pipe fittings, and hardware will be reused when possible however some additional items will need to be purchased.

Cost for relocating equipment:

Materials	\$700
Services	<u>\$6,180</u>
Total for Task 1	\$6,780

Task 2: Routine operation and maintenance (1 year)

Regular visits to the tide gage will be made to ensure proper operation. Data will be downloaded, backed up at the office, and sent to the client upon request. Batteries will be changed to allow continued operation until the next visit. The elevation of the water surface will be read from the wire-weight gage and compared to data recorded by the data logger. Field notes will be taken to document site visit information.

The site will be visited at least 6 times to change batteries, download data, and check for problems. Stage data will be provided to the client upon request.

Cost for routine operation and maintenance (1 year)

Services	<u>\$2,884</u>
Total for Task 2	\$2,884

Washougal River Stream Gage at Greenway Trail Footbridge					
Task 1: Relocate stream gage from north side of river to south side of river					
No.	Item	Description	Unit Price	Qty.	Total Price
Materials					
1	Materials	Misc. hardware, plumbing, and electrical supplies	\$700.00	1	\$700
2	Services	Relocation of stream gaging station (\$103/hr)	\$103.00	60	\$6,180
		Task 1 Total for materials and services			\$6,880
Task 2: Operate and Maintain Stream Gaging Station for 12 months					
No.	Item	Description	Unit Price	Qty.	Total Price
1	Services	Operate and maintain stream gaging station, data management, 6 site visits, streamflow records (\$103/hr)	\$103.00	28	\$2,884
		Task 2 Total for services			\$2,884
TOTAL FOR TASK 1 AND TASK 2:					\$9,764

The total cost for this project including relocation and one year of operation and maintenance is not to exceed \$9,764.

CITY OF CAMAS PROJECT NO. WS-748 2015 STEP/STEF Tank Pumping			PAY ESTIMATE: THREE PAY PERIOD: 7/1/15 Through 7/31/15				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	725	\$119.93	\$86,949.25	132.00	\$15,830.76	59.00	\$7,075.87	191.00	\$22,906.63
2	EMERGENCY Residential STEP & STEF Tank Pumping	EA	10	\$119.93	\$1,199.30	6.00	\$719.58	2.00	\$239.86	8.00	\$959.44
3	After Hours EMERGENCY STEP & STEF Tank Pumping	EA	5	\$239.86	\$1,199.30	1.00	\$239.86	0.00	\$0.00	1.00	\$239.86
4	Commercial STEP and STEF Tank Pumping	1000 Gal	24	\$119.93	\$2,878.32	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SUBTOTAL:					\$92,226.17		\$16,790.20		\$7,315.73		\$24,105.93
Sanitary Sales Tax (8.4%):					\$7,747.00		\$1,410.38		\$614.52		\$2,024.90
Total:					\$99,973.17		\$18,200.58		\$7,930.25		\$26,130.83

	ORIGINAL CONTRACT TOTAL	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
	ADDITIONS / DELETIONS	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$92,226.17	\$16,790.20	\$7,315.73	\$24,105.93
	SALES TAX (8.4%)	\$7,747.00	\$1,410.38	\$614.52	\$2,024.90
	TOTAL CONTRACT	\$99,973.17	\$18,200.58	\$7,930.25	\$26,130.83
	LESS 5% RETAINAGE		(\$839.51)	(\$365.79)	(\$1,205.30)
	TOTAL LESS RETAIN.		\$17,361.07	\$7,564.46	\$24,925.53

SAN. ACT. NUMBER: 424.00.535.811.48

SAN. THIS PAY EST: \$7,564.46

F.A.

 Project Engineer

8/6/15
 Date


 Contractor

Date


 Project Manager

8/6/15
 Date



Contract Change Order

Order No.: 4

Date: August 3, 2015

Contract for S-565 NW 38th Ave. Roadway Improvements, Ph. 2

To: Nutter Corp.
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes

A. 2" Pavement Milling – NW 38th Ave. Sta 61+74 to Sta 65+20 (Intersection of NW Parker St.):

The original project paving limits ended at Sta 61+74. Under increased construction traffic, the remaining pavement surface, within the project limits from Sta 61+74 thru the intersection, began unraveling and breaking down. There was not a bid item for milling, therefore the Contractor was asked for a cost to mill the top 2" of asphalt and prepare the surface for a 2" asphalt overlay. The additional asphalt quantities were included in Bid Item A22, HMA Cl. 1/2 In. PG 64-22.

Milled quantities = 17,393.50 SF. The negotiated milling cost is \$0.83/sf.

Increase = \$14,436.61

B. Loss of Productivity / Decreased Production:

The additional milling and paving of the intersection, while within the project limits, was a change from the original contract work. Additionally, milling and paving of an intersection that is open to traffic results in the actual unit costs for the work exceeding the original unit costs due to additional time for equipment and labor. The negotiated compensation is for the loss of productivity. The negotiated compensation was a lump sum amount of \$5,024.27.

Increase = \$4,567.52

Contractor P&O (10%) = \$1,900.41

Net Change in Contract Price = \$20,904.54

NOTE: Verbal approval given to the Contractor on Monday, June 8, 2015 by the Project Engineer, Anita Ashton.

The amount of the contract, prior to sales tax, will be (decreased) (**increased**) (unchanged) by the sum of: Twenty thousand nine hundred four dollars and fifty-four cents (\$20,904.54).

The contract total, including the original contract total, this and previous change orders will be: four million one hundred forty thousand three hundred fifty-one dollars and seventy-six cents (\$4,140,351.76). **Sales tax is included in this total.**

The contract period provided for completion will be (increased) (decreased)
(unchanged): 0 days.

This document will become a supplement to the contract and all provisions will apply
hereto.

Requested James Hedges 8/6/15
Project Manager Date

Recommended Jim E. Coattley 8-6-2015
Engineering Manager Date

Accepted Edward Schopp 8-6-2015
Contractor Date

Approved _____
Mayor Date

CITY OF CAMAS PROJECT NO. S-565 DESCRIPTION: NW 38th Avenue Roadway Improvements, Ph. 2						NUTTER CORPORATION 7211 NE 43rd Avenue, Vancouver, WA 98661 Phone: (360) 573-2000 Original Contract Total: \$4,219,597.22 (Includes Sales Tax Amount: \$6,646.42) ORIGINAL QUANTITIES, ETC.		STP / TIB / REET TRACKING OF FUNDING		WATER / SEWER ACCOUNT TRACKING		Previous Estimate Totals		Current Estimate Totals		Totals to Date			
PAY ESTIMATE #13 Council Meeting Date: August 3, 2015 Work Period Date: July 1, 2015 - July 31, 2015						UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
Schedule A																			
A 1	Mobilization	LS	1.0	\$314,000.00	\$314,000.00				1.00	\$314,000.00			1.00	\$314,000.00			1.00	\$314,000.00	
A 2	Roadway Surveying	LS	1.0	\$30,000.00	\$30,000.00				1.00	\$30,000.00			1.00	\$30,000.00			1.00	\$30,000.00	
A 3	SPCC Plan	LS	1.0	\$1,000.00	\$1,000.00				1.00	\$1,000.00			1.00	\$1,000.00			1.00	\$1,000.00	
Traffic Control																			
A 4	Traffic Control Supervisor	LS	1.0	\$25,000.00	\$25,000.00				1.00	\$25,000.00			0.79	\$19,731.17	0.21	\$5,268.83	1.00	\$25,000.00	
A 5	Flaggers and Spotters	HR	2,350.0	\$49.00	\$115,150.00				2,951.50	\$144,623.50			2,951.50	\$144,623.50			2,951.50	\$144,623.50	
A 6	Other Traffic Control Labor	HR	200.0	\$49.00	\$9,800.00				310.50	\$15,214.50			310.50	\$15,214.50			310.50	\$15,214.50	
A 7	Construction Signs, Class A	SF	120.0	\$24.00	\$2,880.00				160.00	\$3,840.00			160.00	\$3,840.00			160.00	\$3,840.00	
A 8	Portable Changeable Message Sign	HR	336.0	\$15.00	\$5,040.00				289.00	\$4,335.00			289.00	\$4,335.00			289.00	\$4,335.00	
A 9	Other Temporary Traffic Control	LS	1.00	\$7,000.00	\$7,000.00														
Grading																			
A 10	Clearing and Grubbing	LS	1.0	\$75,000.00	\$75,000.00				1.00	\$75,000.00			1.00	\$75,000.00			1.00	\$75,000.00	
A 11	Removal of Structures and Obstructions	LS	1.0	\$40,000.00	\$40,000.00				1.00	\$40,000.00			1.00	\$40,000.00			1.00	\$40,000.00	
A 12	Roadway Excavation, Incl. Haul	CY	3,000.0	\$18.00	\$54,000.00				3,009.50	\$54,171.00			3,009.50	\$54,171.00			3,009.50	\$54,171.00	
A 13	Unsuitable Foundation Excavation, Incl. Haul	CY	1,600.0	\$9.50	\$15,200.00														
A 14	Gravel Borrow, Incl. Haul	CY	14,300.0	\$18.50	\$264,550.00				4,285.00	\$79,272.50			4,285.00	\$79,272.50			4,285.00	\$79,272.50	
A 15	Ditch Excavation, Incl. Haul	CY	550.0	\$25.00	\$13,750.00				543.00	\$13,575.00			543.00	\$13,575.00			543.00	\$13,575.00	
A 16	Channel Excavation, Incl. Haul	CY	29,000.0	\$8.50	\$246,500.00				28,805.00	\$244,842.50			28,805.00	\$244,842.50			28,805.00	\$244,842.50	
A 17	Stormwater Facility Excavation, Incl. Haul	CY	10,000.0	\$8.50	\$85,000.00				9,999.40	\$84,994.90			9,999.40	\$84,994.90			9,999.40	\$84,994.90	
A 18	Construction Geotextile for Separation	SY	235.0	\$3.00	\$705.00				413.80	\$1,241.40			413.80	\$1,241.40			413.80	\$1,241.40	
Bases																			
A 19	Crushed Surfacing Base Course	TON	11,020.0	\$20.00	\$220,400.00				11,917.41	\$238,348.20			11,917.41	\$238,348.20			11,917.41	\$238,348.20	
A 20	In Place Cement Amended Base	SY	6,450.0	\$3.40	\$21,930.00				7,038.00	\$23,929.20			7,038.00	\$23,929.20			7,038.00	\$23,929.20	
A 21	Cement for CAB	TON	193.0	\$116.00	\$22,388.00				189.47	\$21,978.52			189.47	\$21,978.52			189.47	\$21,978.52	
Surface Treatment and Pavements																			
A 22	HMA CL 1/2 In. PG 64-22	TON	4,040.0	\$76.00	\$307,040.00				4,177.15	\$317,463.40			4,177.15	\$317,463.40			4,177.15	\$317,463.40	
A 23	Preparation of Existing Surfaces	TON	4.0	\$570.00	\$2,280.00				4.64	\$2,644.80			4.64	\$2,644.80			4.64	\$2,644.80	
A 24	HMA for Approach CL 1/2 In. PG 64-22	TON	105.0	\$85.00	\$8,925.00				137.77	\$11,710.45			137.77	\$11,710.45			137.77	\$11,710.45	
Structures																			
A 25	Precast Reinf. Conc. Three Sided Structure No. 1	LS	1.0	\$235,000.00	\$235,000.00				1.00	\$235,000.00			1.00	\$235,000.00			1.00	\$235,000.00	
A 26	Precast Reinf. Conc. Three Sided Structure No. 2	LS	1.0	\$230,000.00	\$230,000.00				1.00	\$230,000.00			1.00	\$230,000.00			1.00	\$230,000.00	
Storm Sewer, Sanitary Sewer, and Water Mains																			
A 27	Underdrain Pipe, 8 In. Diam.	LF	390.0	\$43.00	\$16,770.00				433.00	\$18,619.00			433.00	\$18,619.00			433.00	\$18,619.00	
A 28	Aluminized Steel Culvert Arch Pipe 41-In. x 53-In. Diam.	LF	312.0	\$140.00	\$43,680.00				312.00	\$43,680.00			312.00	\$43,680.00			312.00	\$43,680.00	
A 29	Tapered End Sect with Debris Barrier 12 In. Diam.	EA	2.0	\$650.00	\$1,300.00				2.00	\$1,300.00			2.00	\$1,300.00			2.00	\$1,300.00	
A 30	Corrugated Polyethylene Storm Sewer Pipe, 10 In. Diam.	LF	950.0	\$46.00	\$43,700.00				909.00	\$41,814.00			909.00	\$41,814.00			909.00	\$41,814.00	
A 31	Corrugated Polyethylene Storm Sewer Pipe, 12 In. Diam.	LF	2,735.0	\$48.00	\$131,280.00				2,703.00	\$129,744.00			2,703.00	\$129,744.00			2,703.00	\$129,744.00	
A 32	Corrugated Polyethylene Storm Sewer Pipe, 18 In. Diam.	LF	400.0	\$55.00	\$22,000.00				454.00	\$24,970.00			454.00	\$24,970.00			454.00	\$24,970.00	
A 33	Testing Storm Sewer Pipe	LF	4,020.0	\$2.00	\$8,040.00				3,862.00	\$7,724.00			3,862.00	\$7,724.00			3,862.00	\$7,724.00	
A 34	Manhole 48 In. Diam. Type 1	EA	14.0	\$2,500.00	\$35,000.00				14.00	\$35,000.00			14.00	\$35,000.00			14.00	\$35,000.00	
A 35	Manhole 60 In. Diam. Flow Control	EA	2.0	\$5,200.00	\$10,400.00				1.00	\$5,200.00			1.00	\$5,200.00			1.00	\$5,200.00	
A 36	Manhole 96 In. Diam. Type 3, Stormwater Filtration	EA	2.0	\$39,000.00	\$78,000.00				2.00	\$78,000.00			2.00	\$78,000.00			2.00	\$78,000.00	
A 37	Curb Inlet	EA	13.0	\$1,800.00	\$23,400.00				13.00	\$23,400.00			13.00	\$23,400.00			13.00	\$23,400.00	
A 38	Double Curb Inlet	EA	16.0	\$3,100.00	\$49,600.00				16.00	\$49,600.00			16.00	\$49,600.00			16.00	\$49,600.00	
A 39	Catch Basin Type 1	EA	1.0	\$1,300.00	\$1,300.00				1.00	\$1,300.00			1.00	\$1,300.00			1.00	\$1,300.00	
A 40	Adjust Manhole	EA	2.0	\$500.00	\$1,000.00				2.00	\$1,000.00			2.00	\$1,000.00			2.00	\$1,000.00	
A 41	Adjust Catch Basin	EA	2.9	\$800.00	\$2,320.00														
A 42	Removal and Replacement of Unsuitable Material	CY	310.0	\$65.00	\$20,150.00				12.70	\$825.50			12.70	\$825.50			12.70	\$825.50	
A 43	Shoring	LF	4,725.0	\$2.00	\$9,450.00				3,408.00	\$6,816.00			3,408.00	\$6,816.00			3,408.00	\$6,816.00	
A 44	Adjust Valve Box	EA	7.0	\$220.00	\$1,540.00				11.00	\$2,420.00			11.00	\$2,420.00			11.00	\$2,420.00	
Erosion Control and Water Pollution Control																			
A 45	ESC Lead	DAY	50.0	\$60.00	\$3,000.00				21.00	\$1,260.00			21.00	\$1,260.00			21.00	\$1,260.00	
A 46	Seed Mix B	AC	2.6	\$2,900.00	\$7,540.00														
A 47	Stabilized Construction Entrance	SY	300.0	\$20.00	\$6,000.00				381.50	\$7,630.00			381.50	\$7,630.00			381.50	\$7,630.00	
A 48	Street Cleaning	HR	60.0	\$130.00	\$7,800.00				8.00	\$1,040.00			8.00	\$1,040.00			8.00	\$1,040.00	
A 49	Silt Fence	LF	6,960.0	\$2.00	\$13,920.00				6,980.00	\$13,960.00			6,980.00	\$13,960.00			6,980.00	\$13,960.00	
A 50	High Visibility Fence	LF	2,865.0	\$2.00	\$5,730.00				2,380.00	\$4,760.00			2,380.00	\$4,760.00			2,380.00	\$4,760.00	
A 51	Inlet Protection	EA	45.0	\$60.00	\$2,700.00				53.00	\$3,180.00			53.00	\$3,180.00			53.00	\$3,180.00	
A 52	Wattle	LF	100.0	\$7.00	\$700.00				25.00	\$175.00			25.00	\$175.00			25.00	\$175.00	

CITY OF CAMAS PROJECT NO. S-565 DESCRIPTION: NW 38th Avenue Roadway Improvements, Ph. 2 PAY ESTIMATE #13 Council Meeting Date: August 3, 2015 Work Period Date: July 1, 2015 - July 31, 2015				NUTTER CORPORATION 7211 NE 43rd Avenue, Vancouver, WA 98661 Phone: (360) 573-2000 Original Contract Total: \$4,219,597.22 (Includes Sales Tax Amount: \$6,646.42) ORIGINAL QUANTITIES, ETC.				STP / TIB / REET TRACKING OF FUNDING		WATER / SEWER ACCOUNT TRACKING		Previous Estimate Totals		Current Estimate Totals		Totals to Date	
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE		
Streambank Stabilization																	
A 53	Work Area Isolation	LS	1.0	\$60,000.05	\$60,000.05	0.25	\$15,000.01			0.25	\$15,000.01			0.25	\$15,000.01		
A 54	Weir Log	EA	12.0	\$1,400.00	\$16,800.00	13.00	\$18,200.00			13.00	\$18,200.00			13.00	\$18,200.00		
A 55	Log with Root Wad	EA	50.0	\$1,200.00	\$60,000.00	50.00	\$60,000.00			50.00	\$60,000.00			50.00	\$60,000.00		
A 56	Streambed Gravel	TN	1,660.0	\$43.00	\$71,380.00	1,274.38	\$54,798.34			1,274.38	\$54,798.34			1,274.38	\$54,798.34		
A 57	Stream Boulder, 18 In. Diam.	TON	40.0	\$130.00	\$5,200.00	54.04	\$7,025.20			54.04	\$7,025.20			54.04	\$7,025.20		
A 58	Stream Boulder, 24 In. Diam.	TON	60.0	\$130.00	\$7,800.00	50.91	\$6,618.30			50.91	\$6,618.30			50.91	\$6,618.30		
A 59	Woven Coir Matting	SY	8,820.0	\$3.30	\$29,106.00	7,200.51	\$23,761.68			7,200.51	\$23,761.68			7,200.51	\$23,761.68		
A 60	Non-Woven Coir Matting	SY	8,820.0	\$2.75	\$24,255.00	7,168.61	\$19,713.68			7,168.61	\$19,713.68			7,168.61	\$19,713.68		
A 61	Light Loose Riprap	TON	290.0	\$55.00	\$15,950.00	398.51	\$21,918.05			398.51	\$21,918.05			398.51	\$21,918.05		
A 62	Quarry Spalls	TON	33.0	\$40.00	\$1,320.00	231.96	\$9,278.40			231.96	\$9,278.40			231.96	\$9,278.40		
Landscaping																	
A 63	Landscaping	LS	1.0	\$147,000.00	\$147,000.00	1.00	\$147,000.00			0.95	\$139,650.00	0.05	\$7,350.00	1.00	\$147,000.00		
A 64	Irrigation System, Design/Build	LS	1.0	\$168,000.00	\$168,000.00	0.95	\$159,600.00			0.95	\$159,600.00			0.95	\$159,600.00		
Wetland Mitigation Planting																	
A 65	Wetland Mitigation	LS	1.0	\$114,000.00	\$114,000.00	1.00	\$114,000.00			0.95	\$108,300.00	0.05	\$5,700.00	1.00	\$114,000.00		
Traffic																	
A 66	Cement Conc. Traffic Curb	LF	2,215.0	\$10.00	\$22,150.00	2,224.00	\$22,240.00			2,224.00	\$22,240.00			2,224.00	\$22,240.00		
A 67	Cement Conc. Traffic Curb and Gutter	LS	5,510.0	\$10.00	\$55,100.00	5,521.00	\$55,210.00			5,521.00	\$55,210.00			5,521.00	\$55,210.00		
A 68	Cement Concrete Driveway Entrance, Type 1	SY	55.0	\$70.00	\$3,850.00	57.00	\$3,990.00			57.00	\$3,990.00			57.00	\$3,990.00		
A 69	Cement Concrete Driveway Entrance, Type 3	SY	300.0	\$60.00	\$18,000.00	338.00	\$20,280.00			338.00	\$20,280.00			338.00	\$20,280.00		
A 70	Raised Pavement Marker Type 2	HUND	1.5	\$760.00	\$1,140.00	1.60	\$1,216.00			1.60	\$1,216.00			1.60	\$1,216.00		
A 71	Black Vinyl Coated Chainlink Fence Type 3	LF	94.0	\$29.00	\$2,726.00	87.00	\$2,523.00			87.00	\$2,523.00			87.00	\$2,523.00		
A 72	Cement Conc. Sidewalk	SY	4,120.0	\$38.00	\$156,560.00	4,144.40	\$157,487.20			4,144.40	\$157,487.20			4,144.40	\$157,487.20		
A 73	Cement Conc. Curb Ramp Type 1	EA	8.0	\$1,100.00	\$8,800.00	8.00	\$8,800.00			8.00	\$8,800.00			8.00	\$8,800.00		
A 74	Cement Conc. Curb Ramp Type Directional	EA	2.0	\$1,200.00	\$2,400.00	2.00	\$2,400.00			2.00	\$2,400.00			2.00	\$2,400.00		
A 75	Illumination System	LS	1.0	\$140,000.00	\$140,000.00	1.00	\$140,000.00			1.00	\$140,000.00			1.00	\$140,000.00		
A 76	Traffic Signal System Modification - NW 38th Ave/ NW Parker St	LS	1.0	\$44,000.00	\$44,000.00	1.00	\$44,000.00			1.00	\$44,000.00			1.00	\$44,000.00		
A 77	Permanent Signing	LS	1.0	\$3,500.00	\$3,500.00	1.00	\$3,500.00			1.00	\$3,500.00			1.00	\$3,500.00		
A 78	Paint Line	LF	5,655.0	\$0.25	\$1,413.75	5,837.00	\$1,459.25			5,837.00	\$1,459.25			5,837.00	\$1,459.25		
A 79	Painted Wide Lane Line	LF	5,960.0	\$0.35	\$2,086.00	6,661.00	\$2,331.35			6,661.00	\$2,331.35			6,661.00	\$2,331.35		
A 80	Plastic Traffic Arrow	EA	14.0	\$100.00	\$1,400.00	5.00	\$500.00			5.00	\$500.00			5.00	\$500.00		
A 81	Plastic Crosswalk Line	SF	180.0	\$5.00	\$900.00	400.00	\$2,000.00			400.00	\$2,000.00			400.00	\$2,000.00		
A 82	Plastic Stop Line	LF	46.0	\$5.00	\$230.00	69.00	\$345.00			69.00	\$345.00			69.00	\$345.00		
A 83	Plastic Bicycle Lane Symbol	EA	13.0	\$260.00	\$3,380.00	5.00	\$1,300.00			5.00	\$1,300.00			5.00	\$1,300.00		
Other Items																	
A 84	Joint Utility Trench, Incl. Backfill	LF	3,120.0	\$9.00	\$28,080.00	2,992.50	\$26,932.50			2,992.50	\$26,932.50			2,992.50	\$26,932.50		
Subtotal					\$4,113,826.80	\$3,869,030.33				\$3,850,711.50	\$18,318.83			\$3,869,030.33			
Schedule A Change Orders																	
CO 1	Item A - Bid Item A14 to be measured by TN, paid by CY, conversion factor 1.6 TN/CY.	--	--	--	--	--	No Cost			--	No Cost			--	No Cost		
	Item B - Bid Item A14 original bid quantity adjusted from 14,300 CY to 4,285 CY. Original unit cost to remain at \$18.50/CY for the adjusted quantity.	--	--	--	--	--	No Cost			--	No Cost			--	No Cost		
	Item C - Common Borrow/Native Material to be used in-place of Bid Item A14. Remaining balance of 10,015 CY to be paid at \$8.50/CY.	CY	10,015.40	\$8.50	--	10,015.40	\$85,130.90			10,015.40	\$85,130.90			10,015.40	\$85,130.90		
CO 2	Item A - Bid Item A36 Manhole 96-in Diam., Type 3, Stormwater Filtration, change in method of acceptance.	--	--	--	--	--	No Cost			--	No Cost			--	No Cost		
CO 3	Item A - Bid Items A25 & A26 - 3-Sided Concrete Structures, Approved Repair Procedure	--	--	--	--	--	No Cost			--	No Cost			--	No Cost		
CO 4	Item A - 2" Milling of NW 38th Sta 61+74 to Sta 65+20 (Intersection of NW Parker St.)	LS	1.0	\$20,904.54	--	1.00	\$20,904.54					1.0	\$20,904.54	1.00	\$20,904.54		
	Item B - Loss of Productivity due to paving under traffic.																
Subtotal						\$106,035.44				\$85,130.90	\$20,904.54			\$106,035.44			
Schedule B - Plant Establishment																	
B 1	1-Year Plant Establishment Performance Bond-Landscape Plant	LS	1.00	\$10,000.00	\$10,000.00												
B 2	1-Year Plant Establishment Performance Bond-Wetland Mitigation	LS	1.00	\$10,000.00	\$10,000.00												
					\$20,000.00												

CITY OF CAMAS PROJECT NO. S-565 DESCRIPTION: NW 38th Avenue Roadway Improvements, Ph. 2 PAY ESTIMATE #13 Council Meeting Date: August 3, 2015 Work Period Date: July 1, 2015 - July 31, 2015					NUTTER CORPORATION 7211 NE 43rd Avenue, Vancouver, WA 98661 Phone: (360) 573-2000 Original Contract Total: \$4,219,597.22 (Includes Sales Tax Amount: \$6,646.42) ORIGINAL QUANTITIES, ETC.					STP / TIB / REET TRACKING OF FUNDING		WATER / SEWER ACCOUNT TRACKING		Previous Estimate Totals		Current Estimate Totals		Totals to Date	
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE				
Schedule C - Water / Sewer																			
Water																			
B 1	Ductile Iron Pipe for Water Main, 6" Dia.	LF	68.00	\$53.00	\$3,604.00			39.00	\$2,067.00	39.00	\$2,067.00			39.00	\$2,067.00				
B 2	Ductile Iron Pipe for Water Main, 8" Dia.	LF	40.00	\$59.00	\$2,360.00			80.00	\$4,720.00	80.00	\$4,720.00			80.00	\$4,720.00				
B 3	Ductile Iron Pipe for Water Main, 12" Dia.	LF	330.00	\$62.00	\$20,460.00			148.00	\$9,176.00	148.00	\$9,176.00			148.00	\$9,176.00				
B 4	Blowoff Assembly	EA	5.00	\$1,000.00	\$5,000.00			5.00	\$5,000.00	5.00	\$5,000.00			5.00	\$5,000.00				
B 5	Tapping Sleeve and Valve Assembly, 12 In.x8 In.	EA	1.00	\$3,500.00	\$3,500.00			2.00	\$7,000.00	2.00	\$7,000.00			2.00	\$7,000.00				
B 6	Tapping Sleeve and Valve Assembly, 12 In.x12 In.	EA	4.00	\$5,000.00	\$20,000.00			3.00	\$15,000.00	3.00	\$15,000.00			3.00	\$15,000.00				
B 7	Resetting Existing Hydrant	EA	3.00	\$1,500.00	\$4,500.00			3.00	\$4,500.00	3.00	\$4,500.00			3.00	\$4,500.00				
B 8	Service Connection, 1-In. Dia.	EA	1.00	\$1,100.00	\$1,100.00			1.00	\$1,100.00	1.00	\$1,100.00			1.00	\$1,100.00				
Sanitary Sewer																			
B 9	Class 200 Sewer Pipe, 6 In. Diam.	LF	180.00	\$50.00	\$9,000.00			180.00	\$9,000.00	180.00	\$9,000.00			180.00	\$9,000.00				
B 10	Tapping Sleeve and Assembly, 10 In. x 6 In.	EA	3.00	\$2,900.00	\$8,700.00			3.00	\$8,700.00	3.00	\$8,700.00			3.00	\$8,700.00				
B 11	Sanitary Sewer Service Connection 1 In. Diam.	EA	1.00	\$900.00	\$900.00			1.00	\$900.00	1.00	\$900.00			1.00	\$900.00				
Subtotal					\$79,124.00			\$67,163.00	\$67,163.00	\$67,163.00					\$67,163.00				
Schedule B Change Orders																			
B 1																			
ORIGINAL CONTRACT TOTAL					\$4,212,950.80	Funding Totals	\$3,869,030.33	Water/Sewer Totals	\$67,163.00	Previous Estimate	\$3,917,874.50	Current Estimate	\$18,318.83	Totals to Date	\$3,936,193.33				
CHANGE ORDERS TO DATE					----	CO'S To Date	\$106,035.44	CO'S To Date		CO'S To Date	\$85,130.90	CO'S To Date	\$20,904.54	CO'S To Date	\$106,035.44				
SUBTOTAL					\$4,212,950.80	Subtotal	\$3,975,065.77	Subtotal	\$67,163.00	Subtotal	\$4,003,005.40	Subtotal	\$39,223.37	Subtotal	\$4,042,228.77				
SALES TAX (8.4%) - SCHEDULE C ONLY					\$6,646.42	Sales Tax (8.4%)	\$5,641.69	Sales Tax (8.4%)	\$5,641.69	Sales Tax (8.4%)	\$5,641.69	Sales Tax (8.4%)	\$5,641.69	Sales Tax (8.4%)	\$5,641.69				
TOTAL CONTRACT					\$4,219,597.22	Total =	\$3,975,065.77	Total =	\$72,804.69	Total =	\$4,008,647.10	Total =	\$39,223.37	Total =	\$4,047,870.47				

This information is for internal use/tracking purposes only.			
	Current Estimate Totals	Previous Estimate Totals	Totals-to-Date
Sch. A & B - STP / TIB / REET Account Number: 313-20-595-300-65	\$39,223.37	\$3,935,842.40	\$3,975,065.77
Sch. C - Water Account Number: 424-00-594-340-65		\$47,764.29	\$47,764.29
Sch. C - Sewer Account Number: 424-00-594-350-65		\$20,162.40	\$20,162.40
Sch. C - Fire Suppression Acct. No.: 115-09-522-500-48		\$4,878.00	\$4,878.00
Total This Estimate =	\$39,223.37	\$4,008,647.10	\$4,047,870.47

<i>Anita Ashton</i> Project Engineer	8/6/15 Date	<i>Edward Schopp</i> Contractor	8/6/15 Date	<i>Jim P. Crother</i> Engineering Manager	8-6-15 Date
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**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS

1104 Main Street, Suite 100, Vancouver, WA 98660
PHONE: 360.750.1131 www.hhpr.com FAX: 360.750.1141

A-202

TO: James E. Carothers – City of Camas
FROM: Chuck Harper - Harper Houf Peterson Righellis Inc.
DATE: August 6, 2015
**SUBJECT: Goodwin Road / Alexandra Lane Site -
Oak Mitigation and Wetland / Parking Concept Consulting Services
Professional Services Proposal and Agreement**

Harper Houf Peterson Righellis Inc. (HHPR) in association with Normandeau Associates, Inc. (NAI) proposes to provide the environmental studies, surveying and preliminary engineering services associated with the Lacamas Heritage Trailhead Site located near the intersection of NE Goodwin Road and NW Alexandra Lane.

SCOPE OF SERVICES

HHPR and NAI will provide the environmental studies, surveying and civil engineering services for the subject project per Exhibit “A” – Scope of Services.

PROPOSED PROFESSIONAL FEES

Based on the scope of services and assumptions noted in Exhibit “A”, Harper Houf Peterson Righellis Inc. proposes to be compensated on a time and material basis per Exhibit “B1” (Oak Mitigation Services) and Exhibit “B2” (Wetland and Parking Concept Services) with a total estimated not to exceed fee of \$50,520. The breakdown in Exhibits “B1” and “B2” approximates the breakdown and is offered for informational purposes only; actual distribution by task may vary as they are performed.

AGREEMENT

Please refer to Exhibit “C” for HHPR’s Standard Terms and Conditions. Changes to the assumptions or project description that result in significant revisions to our work will be considered additional services. The fee for additional services will be discussed and agreed upon prior to performing those services.

HHPR agrees to comply in accordance with all relative regulations of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21.

If you agree with this proposal, please sign on the space provided and return a signed copy.

HARPER HOUF PETERSON RIGHELLIS INC.

CITY OF CAMAS

Charles L. Harper, PE

Principal

BY: _____

Title: _____

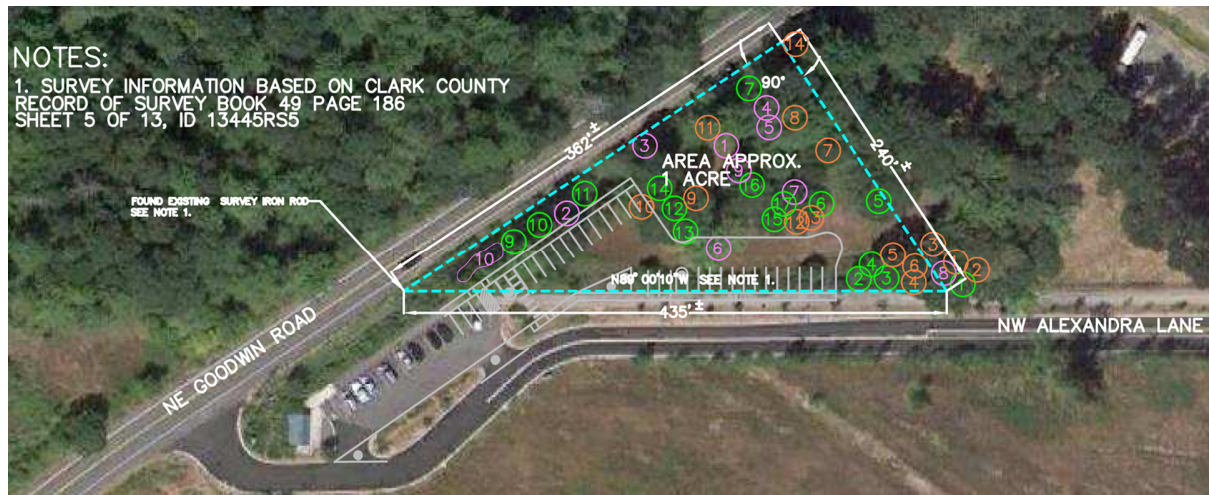
Date: _____

EXHIBIT "A"- SCOPE OF WORK

Goodwin Road / Alexandra Lane Oak Mitigation Site

SCOPE OF SERVICES

The proposed project will consist of Project Management, Environmental Studies, Surveying Services for the Lacamas Heritage Trail oak mitigation (and wetland identification) services located near the intersection of NE Goodwin Road and NW Alexandra Lane (Clark County parcel ID No. 986030097).



The scope of services shall consist of the following primary tasks:

- Task 1: Project Management and Administration
- Task 2: Surveying Services
- Task 3: Natural Resources & Mitigation Services

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

HHPR shall perform the following tasks involved in the design of the Project.

1.1 Project Management

- HHPR shall provide management, coordination, and direction to the Project team.
- HHPR shall schedule and administer project team meetings as needed.
- HHPR will prepare and submit invoices and report project status.

1.2 Project Coordination

- HHPR 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.
- HHPR shall coordinate Project activities with the City.

TASK 2: SURVEYING

2.1 Record of Survey

- Research and evaluate County Surveyor's Office records and provided deeds/records to identify potential problems and plan preliminary fieldwork.
- Retrace property lines based upon Survey Book 49 Page 186, existing road surveys and others to establish boundaries of the proposed site for fencing purposes.
- Review provided title report and map existing easements as contained therein.

- Set new property corner monuments as needed and stake property lines for fence construction.
- Prepare a Record of Survey for filing with the Clark County Surveyors Office.

2.2 Topographic Survey

- Tie all horizontal and vertical survey control to the existing HHPR projects in this area.
- Prepare and submit One Call utility locate request to identify existing subsurface utilities on the property frontage. One Call response time may be as much as 10 business days as allowed by law.
- Provide topographic survey of the proposed site.
- Survey the adjacent drainage systems including the swale system between the existing parking and Alexandra Lane, the swale/channel in Alexandra east of the existing parking lot, and the Alexandra Lane road culvert on the south side of Goodwin Road at the Goodwin/Alexandra intersection.
- Coordinated with Normandeau to provide wetland identification, tree identity and assessment of quality.
- Locate trees six inches diameter at breast height (DBH) or larger and prepare tree survey to show tree numbers, and a table showing tree numbers, approximate size, and species.
- Survey the wetland boundary as delineated by Normandeau.
- Prepare topographic design base map with contours at one-foot intervals.

2.3 Legal Descriptions

- HHPR will prepare a legal description and exhibit for the proposed Conservation Easement. HHPR will prepare the legal description based on the conceptual location provided by the client and will forward to the client's legal counsel or Title Company for incorporation into deeds and for recordation.

Task 2 Assumptions

- *The City will provide title report and title company contact prior to the start of survey work.*
- *Fence line construction will be scheduled appropriately to allow for completion of the boundary resolution and staking of the lines.*
- *Survey filing fees to be paid by the City.*
- *Tree tagging is not required (or will be completed by Normandeau).*
- *Utility record as-built data will be included if provided by utility providers as part of the locate request.*
- *Detailed survey of the adjoining streets is not required.*
- *The City will be responsible for preparing the deeds and for recording the documents.*

TASK 3: NATURAL RESOURCES AND MITIGATION SERVICES **(Normandeau and Associates)**

The City of Camas (City) is undertaking compensatory mitigation of Oregon white oak (*Quercus garryana*) to address Habitats of Local Importance (Camas Municipal Code [CMC] 16.16.010.A.3) per Conditions of Approval in the Critical Area Permit (File #CA13-04, issued March 14, 2014) for construction of NW Friberg Street and NE Goodwin Road Street Improvements. Compensatory mitigation in the form of stand enhancement is slated for a small stand of Oregon white oak near the intersection of NE Goodwin Road and NW Alexandria Drive. The enhancement will create a contiguous patch of Oregon white oak trees on the parcel that will have minimal or no competition from Douglas fir (*Pseudotsuga menziesii*) by removing

(cutting, or girdling if necessary) Douglas fir trees around selected Oregon white oak trees. Normandeau staff will conduct field services, prepare a conservation covenant, and provide general support to address project activities as requested by the City.

The City is considering expanding the Lacamas Heritage Trail parking lot northeast into the undeveloped 1-acre parcel located adjacent (northeast) of the current parking lot. The proposed parking lot expansion is to occupy the western portion of the parcel away from the oak mitigation. The initial phase of planning for development of this parcel requires a review of site for jurisdictional wetlands.

3.1 Oak Mitigation Field and Bid Support

Tree Inventory and Selection –

Normandeau will inventory, measure, and locate, all trees (defined as an individual with a single stem > 4 inches diameter at breast height [dbh]) on the parcel. Trees with split stems below 4-inches dbh will be identified with a single location. Each tree will be identified with surveying tape. Next, four Oregon white oak trees will be selected for release to compensate for loss of the two trees considered Habitat of Local Importance. These trees will be selected based on health, dbh greater than 20 inches, location along the western or southern parts of the parcel, and having canopies comingled with Douglas fir. Four additional Oregon white oak trees will be selected based on health, close proximity to the four large Oregon white oak trees previously selected, and shaded by Douglas fir (size is not a criterion in selection of these four Oregon white oak trees). All oak trees selected will be measured for height and crown diameter (an average of two perpendicular measurements). Normandeau will select and mark for removal with spray paint, all Douglas fir trees within a radius equal to the oak tree's height.

Tree Cutting and Girdling –

Normandeau will review, but will not supervise daily operations, cutting, and/or girdling conducted as part of the field operations. The purpose of the review is to conduct a quality assurance check on the activities and to answer questions the field crew may have. A same-day follow-up meeting will be held with City staff to provide an update on progress, to discuss any issues, and to answer any questions.

Post-Cutting Activities –

Within one week of the end of field operations, the following actions will be taken:

- Summarize in an email ecologically significant changes to the mitigation plan that may have been required during the field activities;
- Confirm appropriate Douglas fir trees were cut or girdled to release at least four canopy or mid-canopy Oregon white oak trees, while avoiding or minimizing damage to healthy Oregon white oak trees; and
- Establish photo points and take photographs of the mitigation area showing pre- and post-mitigation conditions, with emphasis on documenting canopy conditions.

Within three weeks of the end of field activity, the following actions will be taken:

- Search for Oregon white oak seedlings in the enhancement area and stake locations for further protection by the City to prevent damage from herbivores;
- Confirm site signage is intact; and
- Identify presence and extent of Class A and B noxious weeds listed in the most current (as of the time of field operations) Clark County noxious weed list.

A memorandum will be prepared to document the field activities and conditions. Normandeau will attend a meeting with City staff to discuss field activities, the memorandum, and next steps of the mitigation monitoring.

Bid Document Support

Normandeau will support the City's preparation of bid documents for tree cutting field operations. Because the needs of the City are not clearly defined, Normandeau is providing a level of effort estimate of 4 hours via email or telephone (no travel) in support of this activity.

Task 3.1 Assumptions

- *The parcel's northwestern limit is defined by the road ditch associated with NE Goodwin Road; the southern limit is defined by a metal fence. The east boundary will be marked with stakes by HHPR surveyors prior to completion of the tree inventory.*
- *The City will obtain access agreements from adjacent property owners.*
- *HHPR will survey the location of all the marked trees on the parcel.*
- *No vandalism so flags won't need to be replaced.*
- *HHPR will prepare a map of the parcel and location of the trees recorded on the site.*
- *City contractor will do all cutting, girdling, and removal of cut vegetation.*
- *Field operations will be conducted within a 30-day window and before October 16, 2015.*
- *Quality Assurance (QA) visits by Normandeau are not substitutes for regular reviews by City staff.*
- *The City will obtain and post signs at an interval of one per 100 feet along the outer perimeter of the undeveloped parcel. Wording will be substantially as follows: "Mitigation Area—Please retain in a natural state."*
- *This scope includes one review by the City of the draft field activity memorandum and one set of responses.*
- *This scope does not include annual monitoring or reporting required for the subsequent five (5) years.*
- *Conduct one site visit for tree inventory, selection, and marking. Only internal field notes will be prepared in association with this site visit.*
- *Conduct up to two QA site visits during installation, cutting, and girdling (preparation, travel, and field time not to exceed four [4] hours each.) Only internal field notes will be prepared in association with these site visits. Attend one follow-up meeting at the City to discuss QA site visits (preparation, travel, and field time not to exceed two [2] hours each).*
- *Conduct post-cutting reviews at weeks 1 and 3*
- *Attend one meeting at the City to present the memorandum (preparation, travel, and field time not to exceed four [4] hours).*
- *Attend up to two meetings at City offices (preparation, travel, and field time not to exceed four [4] hours; no email or memo summary) and various calls/emails (level of effort not to exceed eight [8] hours) on various issues or questions related to the mitigation project.*

Task 3.1 Deliverables

- *Prepare memorandum summarizing field activities (one electronic draft copy and one final electronic copy to HHPR and the City).*

3.2 Conservation Covenant

Normandeau will work with HHPR and City staff to prepare text for the required conservation covenant. The document will contain a legal description of the entire parcel, the boundaries and description of the proposed parking area (which is an allowed action adjacent to the mitigation site), a map and/or aerial photography of the parcel and proposed parking area, and an abbreviated description of the mitigation action. The entire document is expected to be 5 to 10 pages including all images.

Normandeau will also attend two meetings at City offices (preparation, travel, and office time not to exceed 4 hours each; no email or memo summary).

Task 3.2 Assumptions

- *City will provide approved copies of covenants (draft or final) recently developed by or on behalf of the City.*
- *Legal description and acreages of parcel will be provided by HHPR.*
- *If design drawings are required because the covenant will exclude the proposed parking lot, then HHPR will provide these drawings to Normandeau.*
- *This scope includes one review cycle. The City will circulate draft covenant to all parties that need to review so that one set of comments can be used to prepare the final covenant.*
- *The City will submit and coordinate the recording of the covenant with the appropriate administrative office. All fees, such as filing or attorney fees, will be paid by the City.*
- *One office meeting.*

Task 3.2 Deliverables

- *Conservation covenant (one electronic draft copy and one final electronic copy to HHPR and City).*

3.3 Wetland Delineation and Memorandum

The Clark County USDA soil survey has mapped the proposed parking area as containing soils associated with wetlands. However, although mapped on surrounding parcels, the Clark County GIS does not identify wetland on the area proposed for the parking area. It may be that the deep roadside ditch along NE Goodwin Road has effectively removed the potential for wetland hydrology on much of the parcel.

Current environmental conditions present difficulties for wetland delineation. Summer and early fall are not typically an ideal time to delineate wetlands because of general lack of hydrology and poor plant vigor; this is compounded by the current drought conditions. Consequently, USACE may require that the wetland boundary be reevaluated by the consultant during the wet season before considering the delineation acceptable for determining jurisdiction. Typically USACE also requires a project application (JARPA) before a jurisdictional determination is issued. In order to minimize additional rework, Normandeau will incorporate information obtained during the field effort to prepare a wetland delineation memorandum of findings at this time, rather than a complete wetland delineation report.

For this task, Normandeau will:

- Review previous wetland delineations in the project area.
- Conduct office work and field work to delineate the presence of wetland on the parcel.
- Conduct field work in conjunction with oak mitigation field work (Task 1).
- Prepare a wetland delineation memorandum, limited to five pages, excluding figures, to contain:
 - Site sketch map location of wetland boundaries and data points (by HHPR surveyors);
 - Field data sheets;
 - Topographic map of the project area from Clark County GIS;
 - Relevant National Wetland Inventory mapping; and
 - Clark County USDA soil survey mapping.

Normandeau will delineate the wetlands on the Site using the three parameter method described in the *Corps of Engineers Wetland Delineation Manual* (USACE 1987) and the guidance in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region* (USACE 2010). This delineation will also be consistent with the City of Camas Critical Areas ordinance requirements (CMC Chapter 16.53). Delineated wetland boundaries and sample plots within the Site will be marked in the field with high-visibility flagging tape or pin flags.

Wetland habitats identified in the study area will be classified according to the system outlined by the U.S. Fish and Wildlife Service (USFWS) in *Classification of Wetlands and Deepwater Habitats of the United States* (Cowardin et al. 1979). Wetlands will also be rated using the *Washington State Wetland Rating System for Western Washington—2014 Update* (Revised, Ecology Publication #14-06-029, October 2014), and local ordinance requirements (CMC Chapter 16.53). These wetland ratings will serve as the basis for determining wetland buffer width requirements as described in the City's critical areas code.

Wetlands and streams outside of the Site, but within 300 feet of the project (CMC 16.53.030.B.2), will be identified based on existing wetland and stream inventories, previously prepared reports, and soil maps, supplemented by observation of visually identifiable features (such as the presence of saturated areas or plant communities dominated by wetland species). These areas will not be formally delineated.

Task 3.3 Assumptions

- *The City will provide wetland delineation reports and maps for any work submitted by others to the City within or adjacent to the project area.*
- *The ditch along NE Goodwin Road is wetland under U.S. Army Corps of Engineers (USACE) jurisdiction, connecting wetland to the west with Lacamas Creek and associated wetlands.*
- *Preparation of a complete wetland delineation report and associated agency (USACE and Washington Department of Ecology) meetings will require additional scope and fee.*
- *Identification and description of wetlands on surrounding parcels necessary for use in a Shoreline Master Plan (SMP) application will require additional scope and fee in association with a future SMP task, if necessary.*
- *This scope assumes the presence of no more than two (2) individual wetlands on the Site. Delineation of additional wetlands is not included in this effort, and may require an amendment to this scope and budget.*

- *HHPR will survey the wetland boundary flags and data plot locations. This information will be provided as AutoCAD files or GIS shapefile files for review and comment by Normandeau.*
- *Minor or no adjustments will be required to wetland or stream boundaries.*
- *Detailed stream assessment studies (e.g., quantitative stream habitat assessment, electroshocking, fish sampling) are not included in the scope.*
- *This scope does not include site visits or teleconferences with local government staff, Ecology, WDFW, or USACE.*

Task 3.3 Deliverables

- *Wetland Delineation Memorandum (One draft copy and one final copy to HHPR and the City).*

3.4 Project Coordination

Normandeau will support general project planning throughout the project via non-technical internal project activities, such as invoicing, throughout the project.

Task 3.4 Assumptions

- *Project involvement is August 2015 through September 2015*
- *Level of effort is estimated as one (1) hour per month for senior staff.*
- *Level of effort is estimated as one (1) hour for administrative support staff.*

Task 3.4 Deliverables

- *Invoices and associated coordination.*

TASK 4: PARKING LOT CONCEPTUAL ANALYSIS AND DESIGN

4.1 Wetland and Oak Mitigation Impact Analysis

- Review surveyed wetland boundary information and impact to potential parking improvement.
- Review oak mitigation measures and discuss impacts with Normandeau as it relates to potential parking lot layout.

4.2 Parking Lot Concepts (30%)

- Analysis site area and develop up to two parking lot concepts.
- Prepare plan sketch(s) for concept parking lot(s).

4.3 Parking Lot Drainage Concept (30%)

- Analyze site area and existing drainage systems, and develop parking lot drainage concept.
- Prepare plan sketch of drainage concept.

4.4 Cost Estimate

- Prepare construction cost estimate for parking lot concept(s).

4.5 Concept Design Memo

- Prepare design memorandum summarizing analysis, findings, plan(s), and cost.

Task 4 Assumption

Tasks 4.2 to 4.5 requires City authorization following review of task 4.1 information.



Exhibit "B1"
Goodwin Road / Alexandra Lane - Oak Mitigation Services

Professional Services Fee Proposal Estimate
July 28, 2015

Task and Description	Harper Houf Peterson Righellis Inc. (Project Management and Surveying)														Lighting Design	Natural Resources & Mitigation	Cultural Resources	Geotech. Investigation	Total Per Task		
	PM	P.Engr	Designer	CAD	P.LA	LA	Planner	Surv.Mgr	P.Surv.	Surv.T	Surv.CC	Surv.IP	Clr	Reim.	DKS Assoc.	Normandeau *	Archaeological Invest. NW	Columbia West			
Task 1: Project Management and Administration (services duration 2-3 months)																				\$770.00	
Project Management	2.00	1.00												0.50	\$30.00					\$562.50	
Project Coordination	1.00													0.50						\$207.50	
Task 2: Oak Trees Survey	0.50							1.00	8.00	8.00	16.00	16.00		\$30.00						\$4,830.00	
Task 3: Natural Resources and Mitigation Services																				\$17,715.00	
Field Services - Tree Mitigation	0.50	1.00												\$0.00		\$14,120.50				\$14,360.50	
Conservation Covenant	0.50	2.00												\$0.00		\$2,595.50				\$2,990.50	
Wetland Review														\$0.00						\$0.00	
Project Planning and Coordination														\$0.00		\$364.00				\$364.00	
Total Hours - HHPR	4.50	4.00	0.00	0.00	0.00	0.00	0.00	1.00	8.00	8.00	16.00	16.00	1.00	\$60.00	\$0.00	\$17,080.00	\$0.00	\$0.00		Total Estimated Fees	
																					\$23,315.00

Staff: PM - Project Manager
P.Eng. - Project Engineer
Des./CAD - Civil Designer/CAD
QC Eng. - Quality Control Engineer

P.LA - Project Landscape Architect
LA - Landscape Architect
Planner - Land Use Planner
Clr - Clerical (Admin Assist.)

Surv.Mgr - Survey Manager
P.Surv. - Project Surveyor
Surv.T - Survey Technician
Surv.CC - Survey Crew Chief
Surv.IP - Survey Instrument Person

Totals by Consultants

Harper Houf Peterson Righellis Inc. (Mgmt., Survey, Engineering)	\$6,235.00
DKS Associates (Lighting)	\$0.00
Normandeau (Natural Resources & Mitigation)	\$17,080.00
Archaeological Investigations NW (Cultural Resources)	\$0.00
Columbia West (Geotechnical & Pavement)	\$0.00
Total	\$23,315.00

* refer to Normandeau fee breakdown for detail



Exhibit "B2"

Goodwin Road / Alexandra Lane - Wetland & Parking Concept Analysis Services

Professional Services Fee Proposal Estimate
July 28, 2015

Task and Description	Harper Houf Peterson Righellis Inc. (Project Management and Surveying)														Lighting Design	Natural Resources & Mitigation	Cultural Resources	Geotech. Investigation	Total Per Task					
	PM	P.Engr	Designer	CAD	P.LA	LA	Planner	Surv.Mgr	P.Surv.	Surv.T	Surv.CC	Surv.IP	Clr	Reim.	DKS Assoc.	Normandeau *	Archaeological Invest. NW	Columbia West						
Task 1: Project Management and Administration (services duration 2-3 months)																								\$2,104.00
Project Management	5.00	2.00											0.50	\$19.00					\$1,216.50					
Project Coordination	5.00												0.50						\$887.50					
Task 2: Wetland, Topographic, and Boundary Survey & Legal Description	0.50							3.00	24.00	16.00	40.00	40.00		\$20.00					\$12,130.00					
Task 3: Natural Resources and Mitigation Services																								\$5,996.00
Field Services - Tree Mitigation														\$0.00					\$0.00					
Conservation Covenant														\$0.00					\$0.00					
Wetland Review	1.00	3.00												\$0.00		\$5,175.50			\$5,810.50					
Project Planning and Coordination														\$0.00		\$185.50			\$185.50					
Task 4: Parking Lot Conceptual Analysis and Design																								\$6,975.00
Wetland Boundary and Oak Mitigation Impact Analysis	1.00	4.00												\$0.00					\$790.00					
Concept Parking Lot Design and Plan Sketch (30%)	1.00	8.00	8.00											\$20.00					\$2,510.00					
Concept Parking Lot Drainage System Design and Plan Sketch (30%)	0.50	8.00	4.00											\$20.00					\$1,885.00					
Preliminary Construction Cost Estimate	0.50	4.00		2.00										\$0.00					\$885.00					
Concept Parking Lot Design Memorandum	0.50	4.00		2.00										\$20.00					\$905.00					
Total Hours - HHPR	15.00	33.00	12.00	4.00	0.00	0.00	0.00	3.00	24.00	16.00	40.00	40.00	1.00	\$39.00	\$0.00	\$5,361.00	\$0.00	\$0.00	Total Estimated Fees	\$27,205.00				

Staff: PM - Project Manager
P.Eng. - Project Engineer
Des./CAD - Civil Designer/CAD
QC Eng. - Quality Control Engineer

P.LA - Project Landscape Architect
LA - Landscape Architect
Planner - Land Use Planner
Clr - Clerical (Admin Assist.)

Surv.Mgr - Survey Manager
P.Surv. - Project Surveyor
Surv.T - Survey Technician
Surv.CC - Survey Crew Chief
Surv.IP - Survey Instrument Person

Totals by Consultants	
Harper Houf Peterson Righellis Inc. (Mgmt., Survey, Engineering)	\$21,844.00
DKS Associates (Lighting)	\$0.00
Normandeau (Natural Resources & Mitigation) *	\$5,361.00
Archaeological Investigations NW (Cultural Resources)	\$0.00
Columbia West (Geotechnical & Pavement)	\$0.00
* refer to Normandeau fee breakdown for detail	\$27,205.00

EXHIBIT C – STANDARD TERMS AND CONDITIONS

Unless otherwise stated (or enclosed) in the contract, the following terms and conditions will apply.

Authorization to Proceed. Any request by Client for HHPR to proceed with work shall constitute an express acceptance to all terms of this agreement, including these general provisions.

Termination and Assignment. Either Client or HHPR may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay HHPR in full for all work previously authorized and performed prior to effective date of termination. This Agreement is between Client and HHPR and is not transferable without the written consent of the other party.

Fees and Estimates. Charges for services will be billed in accordance with HHPR's standard bill rates. Bill rates are reviewed and may be adjusted annually.

Indemnification, Insurance & Limitation of Liability. Client hereby agrees to indemnify and hold harmless HHPR from any claim, demand, loss or liability, including reasonable attorney's fees that results from for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.

HHPR is covered by a general liability insurance policy with an aggregate limit of \$2 million / \$1 million per occurrence and a professional liability with an aggregate limit of \$2 million / \$2 million per claim. Client agrees that in no case shall HHPR's liability to the Client for any cause or combination of causes, in the aggregate, exceed the amount of HHPR's remaining professional liability coverage.

Professional Standards. HHPR services shall be performed in a manner consistent with that degree of care, skill, and diligence maintained by professionals providing similar services in HHPR's local community at the time that HHPR provides services under this Agreement. HHPR makes no warranties, whether express or implied, with respect to the services rendered hereunder.

Ownership of Documents. It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or electric media including BIM models form, are instruments of professional services intended for one-time use by Client only for this project only. Work Product is and shall remain the property of HHPR. Client shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full and HHPR agrees in writing. If Client is in possession of any Work Product and has not paid any amount due hereunder, HHPR may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product subject to duties imposed upon Client under the Washington State Public Records Act.

Payment Terms & Conditions. Monthly invoices will be issued for all work covered by this agreement. Client agrees that if it disputes any portion of an invoice, Client must notify HHPR of such dispute in writing within 30 days of the invoice date or will otherwise waive any right to dispute the invoice.

Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a periodic rate of 1.5% per month. Failure to timely pay any amounts is a material breach of this Agreement. In such event, HHPR may suspend service and obligations and may further withhold plans, documents, and other information. HHPR may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid.

In addition to the principal amount and finance charges due, Client agrees to pay HHPR all collection costs that HHPR incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for HHPR staff time (at HHPR's standard rates).

Notice of Claims. Client shall, and expressly agrees to, provide HHPR immediate written notice of any facts that could potentially result in any potential claim against HHPR, including but not limited to any dispute, any claimed damages, any perceived failure by HHPR, or otherwise. As a condition precedent to any recovery from HHPR, Client shall give HHPR written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date the client receives notice of the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.

Venue. Any litigation initiated in connection with this agreement shall take place in Clark County, Washington, unless such case involves a lien claim that must be litigated elsewhere as a matter of law. All claims of any nature that relate to this Agreement shall be subject to Washington law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state.

Enforceability / All Terms Material. All provisions herein are material to HHPR's agreement to provide services, and were expressly negotiated by the parties. In case any one or more of the provisions contained in this agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.



City of Camas
Contract Change Order

Order No. 1 Date July 13, 2015

Contract for S-756 NW 6th Avenue Water & Storm Sewer Project

To RC Northwest, Incorporated
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
A. Standby time – Undocumented Existing Pipe		\$5,599.31
B. Removal and replacement of Unsuitable Trench Materials		\$3,294.29
Subtotal:		\$8,893.60
8.4% Sales Tax (non-taxable):		\$0.00
Net Change in Contract Price:		\$ 8,893.60

NOTES: **ITEM "A":** During excavation for the Storm Sewer Pipe an unidentified 5" diameter steel pipe was uncovered. Camas Staff and NW Natural Gas investigated and determined it was of unknown origin. GP Mill Staff were also consulted w/o success. Investigation of the pipe, and then removal along the trench route by the Contractor prevented work for some period and then resulted in additional work for removal. This item reviewed and approved by Jim Hodges, P.M.

Item "B" Poorly graded and rounded import material existing backfill materials along the Storm Sewer Pipe trench excavation fell into the trench and were removed during pipe installation. The additional trench width required additional HAUL and Imported granular backfill material and compactive effort. This item is for additional excavation, Haul, disposal, and Import material. This item reviewed and approved by Jim Hodges, P.M.

The amount of the contract will be **increased** by the sum of: Eight Thousand, Eight Hundred Ninety Three and 60/100 Dollars (\$8,893.60)

The contract total, including the original contract total, this and previous change orders will be **increased** to Three Hundred Eighty Five Thousand Eight Hundred Four and 78/100 Dollars (\$385,804.78)

The contract period provided for completion will be (**increased**) (decreased) (unchanged): **2 days**

This document will become a supplement to the contract and all provisions will apply hereto.

Requested James Hodges Project Manager 8/7/2015 Date

Recommended Jim P. Crockett Engineering Manager 8/7/2015 Date

Accepted James J. Schmidt Contractor 8/7/2015 Date

Approved _____ Mayor _____ Date

CITY OF CAMAS PROJECT NO. WS-756 NW 6th Avenue Water & Storm Sewer Improvements			PAY ESTIMATE: TWO PAY PERIOD: 7/11/15 Through 7/31/15 ORIGINAL CONTRACT AMOUNT: \$376,911.18				RC Northwest, Inc. 12404 NE 153rd Street, Suite #100 Brush Prairie, WA 98606 360-546-2502				
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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
Schedule A - Water											
1	Mobilization	LS	1.00	\$1,000.00	\$1,000.00	1.00	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00
2	HMA for Pavement Repair Class 1/2" PG 64-22	TN	10.00	\$350.00	\$3,500.00	0.00	\$0.00	19.90	\$6,965.00	19.90	\$6,965.00
3	Plugging Existing Water Pipe	EA	5.00	\$150.00	\$750.00	0.00	\$0.00	5.00	\$750.00	5.00	\$750.00
4	Removal and Replacement of Unsuitable Material	CY	50.00	\$48.00	\$2,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
5	Trench Safety System (Min. \$1.00/LF)	LF	100.00	\$5.25	\$525.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
6	Replace Existing Valve Can	EA	3.00	\$250.00	\$750.00	0.00	\$0.00	2.00	\$500.00	2.00	\$500.00
7	Abandon Existing Water Valve	EA	5.00	\$250.00	\$1,250.00	4.00	\$1,000.00	3.00	\$750.00	7.00	\$1,750.00
8	Ductile Iron Pipe for Water Main, 8 Inch Dia.	LF	706.00	\$117.00	\$82,602.00	680.00	\$79,560.00	87.00	\$10,179.00	767.00	\$89,739.00
9	Ductile Iron Pipe for Water Main, 6 Inch Dia.	LF	30.00	\$125.00	\$3,750.00	8.00	\$1,000.00	30.00	\$3,750.00	38.00	\$4,750.00
10	Testing and Flushing Water System	LS	1.00	\$2,215.00	\$2,215.00	0.80	\$1,772.00	0.20	\$443.00	1.00	\$2,215.00
11	Solid Rock Excavation	CY	10.00	\$278.00	\$2,780.00	1.80	\$500.40	0.00	\$0.00	1.80	\$500.40
12	1 Inch Water Service	EA	1.00	\$1,500.00	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	2.00	\$3,000.00
13	Ductile Iron Fitting, 8 Inch	EA	14.00	\$210.00	\$2,940.00	6.00	\$1,260.00	6.00	\$1,260.00	12.00	\$2,520.00
14	Ductile Iron Fitting, 6 Inch	EA	1.00	\$158.00	\$158.00	0.00	\$0.00	1.00	\$158.00	1.00	\$158.00
15	Gate Valve, 8 Inch	EA	7.00	\$1,162.00	\$8,134.00	5.00	\$5,810.00	1.00	\$1,162.00	6.00	\$6,972.00
16	Gate Valve, 6 Inch	EA	1.00	\$785.00	\$785.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
17	Hydrant Assembly	EA	1.00	\$3,500.00	\$3,500.00	1.00	\$3,500.00	1.00	\$3,500.00	2.00	\$7,000.00
18	Temporary Water Service	LS	1.00	\$600.00	\$600.00	1.00	\$600.00	1.00	\$600.00	2.00	\$1,200.00
19	Minor Changes (Minimum Bid \$5000.00)	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

Schedule A SUBTOTAL:					\$124,139.00		\$97,502.40		\$31,517.00		\$129,019.40
Schedule A Sales Tax (8.4%):					\$10,427.68		\$8,190.20		\$2,647.43		\$10,837.63
Schedule A Total:					\$134,566.68		\$105,692.60		\$34,164.43		\$139,857.03

Schedule B - Storm Sewer											
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
1	Mobilization	LS	1.00	\$18,350.00	\$18,350.00	1.00	\$18,350.00	0.00	\$0.00	1.00	\$18,350.00
2	Project Temporary Traffic Control	LS	1.00	\$24,000.00	\$24,000.00	0.90	\$21,600.00	0.90	\$21,600.00	1.80	\$43,200.00
3	Clearing & Grubbing	LS	1.00	\$625.00	\$625.00	1.00	\$625.00	0.00	\$0.00	1.00	\$625.00
4	Removal of Structure and Obstruction	LS	1.00	\$38,560.00	\$38,560.00	0.80	\$30,848.00	0.20	\$7,712.00	1.00	\$38,560.00
5	Polypropylene Sanitary Sewer Pipe 24 In. Diam.	LF	348.00	\$175.00	\$60,900.00	353.00	\$61,775.00	0.00	\$0.00	353.00	\$61,775.00
6	Corrugated Polyethylene Storm Sewer Pipe 10 In. Diam.	LF	42.00	\$135.00	\$5,670.00	46.00	\$6,210.00	0.00	\$0.00	46.00	\$6,210.00
7	Storm Sewer Outlet Structure	EA	1.00	\$6,000.00	\$6,000.00	1.00	\$6,000.00	0.00	\$0.00	1.00	\$6,000.00
8	Testing Storm Sewer Pipe	LF	348.00	\$5.00	\$1,740.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
9	Storm Sewer Repair	EA	1.00	\$7,000.00	\$7,000.00	1.00	\$7,000.00	0.00	\$0.00	1.00	\$7,000.00
10	Combination Curb Inlet	EA	1.00	\$2,500.00	\$2,500.00	0.00	\$0.00	1.00	\$2,500.00	1.00	\$2,500.00
11	Catch Basin Type 1	EA	1.00	\$1,760.00	\$1,760.00	1.00	\$1,760.00	0.00	\$0.00	1.00	\$1,760.00
12	Curb Inlet Catch Basin Type 2	EA	1.00	\$2,178.00	\$2,178.00	1.00	\$2,178.00	0.00	\$0.00	1.00	\$2,178.00
13	Manhole 48 Inch Diameter Type 1	EA	3.00	\$4,065.00	\$12,195.00	2.00	\$8,130.00	0.00	\$0.00	2.00	\$8,130.00
14	Abandon Existing Manhole	EA	1.00	\$1,000.00	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00	1.00	\$1,000.00
15	Plugging Existing Storm Sewer Pipe	EA	3.00	\$250.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
16	Removal and Replacement of Unsuitable Material	CY	50.00	\$48.00	\$2,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
17	Trench Safety System (Min. \$1.00/LF)	LF	348.00	\$2.00	\$696.00	250.00	\$500.00	98.00	\$196.00	348.00	\$696.00
18	Controlled Density Fill for Storm Sewer Plugging	CY	41.00	\$180.00	\$7,380.00	0.00	\$0.00	11.00	\$1,980.00	11.00	\$1,980.00
19	Roadside Restoration	LS	1.00	\$2,100.00	\$2,100.00	0.00	\$0.00	1.00	\$2,100.00	1.00	\$2,100.00

CITY OF CAMAS PROJECT NO. WS-756 NW 6th Avenue Water & Storm Sewer Improvements			PAY ESTIMATE: TWO PAY PERIOD: 7/11/15 Through 7/31/15 ORIGINAL CONTRACT AMOUNT: \$376,911.18				RC Northwest, Inc. 12404 NE 153rd Street, Suite #100 Brush Prairie, WA 98606 360-546-2502				
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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
Schedule B - Storm Sewer (Continued)											
20	Erosion Control and Water Pollution Control	LS	1.00	\$800.00	\$800.00	0.80	\$640.00	0.20	\$160.00	1.00	\$800.00
21	Cement Concrete Traffic Curb	LF	157.00	\$31.00	\$4,867.00	80.00	\$2,480.00	0.00	\$0.00	80.00	\$2,480.00
22	Cement Concrete Traffic Curb & Gutter	LF	281.00	\$31.00	\$8,711.00	274.00	\$8,494.00	17.00	\$527.00	291.00	\$9,021.00
23	Cement Concrete Pedestrian Curb	LF	51.00	\$27.00	\$1,377.00	58.00	\$1,566.00	0.00	\$0.00	58.00	\$1,566.00
24	Cement Concrete Driveway Entrance	SY	82.00	\$88.00	\$7,216.00	96.00	\$8,448.00	15.60	\$1,372.80	111.60	\$9,820.80
25	Chain Link Fence	LF	270.00	\$24.00	\$6,480.00	0.00	\$0.00	270.00	\$6,480.00	270.00	\$6,480.00
26	Cement Concrete Sidewalk	SY	86.00	\$76.00	\$6,536.00	88.60	\$6,733.60	17.00	\$1,292.00	105.60	\$8,025.60
27	Cement Concrete Sidewalk Ramp Type 2	SY	32.00	\$133.00	\$4,256.00	33.30	\$4,428.90	0.00	\$0.00	33.30	\$4,428.90
28	Gravity Block Wall	SF	17.30	\$75.00	\$1,297.50	17.30	\$1,297.50	0.00	\$0.00	17.30	\$1,297.50
29	Minor Changes (Minimum Bid \$5000.00)	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

Schedule B SUBTOTAL:					\$242,344.50		\$199,064.00		\$46,919.80		\$245,983.80
No sales tax					\$0.00		\$0.00		\$0.00		\$0.00
Schedule B Total:					\$242,344.50		\$199,064.00		\$46,919.80		\$245,983.80

Change Order #1											
Schedule B											
A	Standby Time Due to Undocumented Existing Pipe	LS	0.00	\$5,599.31	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
B	Remove & Replace of Unsuitable Materials	LS	0.00	\$3,294.29	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

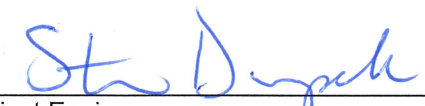
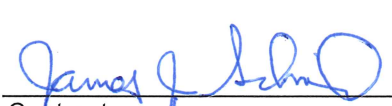
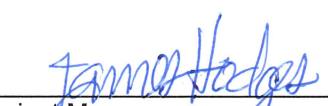
Schedule B SUBTOTAL:					\$0.00		\$0.00		\$0.00		\$0.00
Schedule B Sales Tax (Non-Taxable):					\$0.00		\$0.00		\$0.00		\$0.00
Schedule B Total:					\$0.00		\$0.00		\$0.00		\$0.00

	ORIGINAL CONTRACT TOTAL	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
	\$366,483.50	\$366,483.50	\$296,566.40	\$78,436.80	\$375,003.20
	SCHEDULE B ADDITIONS / DELETIONS	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$366,483.50	\$296,566.40	\$78,436.80	\$375,003.20
	SALES TAX (8.4%)	\$10,427.68	\$8,190.20	\$2,647.43	\$10,837.63
	TOTAL CONTRACT	\$376,911.18	\$304,756.60	\$81,084.23	\$385,840.83
	LESS 5% RETAINAGE		(\$14,828.32)	(\$3,921.84)	(\$18,750.16)
	TOTAL LESS RETAIN.		\$289,928.28	\$77,162.39	\$367,090.67

SAN. ACT. NUMBER: 316-00-595-300-65

SAN. THIS PAY EST: \$77,162.39

F.I.

Project Engineer Date: 8/6/15 Contractor Date: 8/7/2015 Project Manager Date: 8/7/15

CITY OF CAMAS
 PROJECT NO. S-598
 2015 ADA Ramp & Sidewalk Improvements

PAY ESTIMATE: One - Final
 PAY PERIOD: 2/23/15 through 3/20/15

Schmid & Sons, Inc.
 PO Box 799
 Camas, WA 98607
 360.835.3376

ORIGINAL CONTRACT AMOUNT: \$21,676.21

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
1	Mobilization	LS	1.00	\$1,200.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00	1.00	\$1,200.00
2	Clearing & Grubbing	LS	1.00	\$200.00	\$200.00	0.00	\$0.00	1.00	\$200.00	1.00	\$200.00
3	Removal of Structure and Obstruction	LS	1.00	\$3,560.00	\$3,560.00	0.00	\$0.00	1.00	\$3,560.00	1.00	\$3,560.00
4	Crushed Surfacing Top Course	TN	16.00	\$56.75	\$908.00	0.00	\$0.00	20.00	\$1,135.00	20.00	\$1,135.00
5	Cement Concrete Traffic Curb	LF	51.00	\$20.55	\$1,048.05	0.00	\$0.00	52.00	\$1,068.60	52.00	\$1,068.60
6	Cement Concrete Pedestrian Curb	LF	51.00	\$17.95	\$915.45	0.00	\$0.00	52.00	\$933.40	52.00	\$933.40
7	Cement Concrete Sidewalk	SY	99.00	\$60.00	\$5,940.00	0.00	\$0.00	103.00	\$6,180.00	103.00	\$6,180.00
8	Cement Concrete Sidewalk Ramp, Type 2	EA	2.00	\$808.00	\$1,616.00	0.00	\$0.00	2.00	\$1,616.00	2.00	\$1,616.00
9	Cement Concrete Sidewalk Ramp, Type 3	EA	1.00	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00	1.00	\$500.00
10	Ramp Detectable Warning	SF	30.00	\$28.80	\$864.00	0.00	\$0.00	30.00	\$864.00	30.00	\$864.00
11	Roadside Restoration	LS	1.00	\$495.00	\$495.00	0.00	\$0.00	1.00	\$495.00	1.00	\$495.00
12	Erosion Control and Water Pollution Control	LS	1.00	\$235.00	\$235.00	0.00	\$0.00	1.00	\$235.00	1.00	\$235.00
13	Project Temporary Traffic Control	LS	1.00	\$515.00	\$515.00	0.00	\$0.00	1.00	\$515.00	1.00	\$515.00
14	Minor Changes	LS	1.00	\$2,000.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

SUBTOTAL: \$19,996.50 \$0.00 \$18,502.00 \$18,502.00
 Sales Tax (8.4%): \$1,679.71 \$0.00 \$1,554.17 \$1,554.17
 Total: \$21,676.21 \$0.00 \$20,056.17 \$20,056.17

ORIGINAL CONTRACT TOTAL	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ADDITIONS / DELETIONS	\$19,996.50	\$0.00	\$18,502.00	\$18,502.00
SUBTOTAL	\$19,996.50	\$0.00	\$0.00	\$0.00
SALES TAX (8.4%)	\$1,679.71	\$0.00	\$18,502.00	\$18,502.00
TOTAL CONTRACT	\$21,676.21	\$0.00	\$1,554.17	\$1,554.17
LESS 5% RETAINAGE		\$0.00	\$20,056.17	\$20,056.17
TOTAL LESS RETAIN.		\$0.00	(\$925.10)	(\$925.10)
			\$19,131.07	\$19,131.07

Retainage to be paid later

STREET ACT. NUMBER: 300-00-594-760-63 SAN. THIS PAY EST: \$19,131.07

F.I. St. Dyck 3/23/15 Ken Schell 3/23/2015 James Hedges 3/25/2015
 Project Engineer Contractor Project Manager
 Date Date Date

RFI ENTERED
 18 3/30/15

CITY OF CAMAS PROJECT NO. WS-709C Project Name: SLOW SAND WATER TREATMENT PLANT 32723 NE Lessard Road Camas, WA 98607			PAY ESTIMATE: 2 PAY PERIOD: 7/1/2015/ Through 7/31/2015 ORIGINAL CONTRACT AMOUNT: \$5,729,737.57				Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665 (360) 334-3101				
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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
SCHEDULE 1A: MOBILIZATION											
1A.1	MOBILIZATION	LS	1.00	\$530,000.00	\$530,000.00	0.50	\$265,000.00	0.25	\$132,500.00	0.75	\$397,500.00
SCHEDULE 1A SUBTOTAL					\$530,000.00		\$265,000.00		\$132,500.00		\$397,500.00

SCHEDULE 1B: PIPE											
1B.1	STORMLINE	LS	1.00	\$68,750.00	\$68,750.00	0.05	\$3,437.50	0.75	\$51,562.50	0.80	\$55,000.00
1B.2	OFFSITE WATERLINE	LS	1.00	\$405,625.00	\$405,625.00	0.00	\$0.00	0.70	\$283,937.50	0.70	\$283,937.50
1B.3	Onsite Waterline	LS	1.00	\$68,750.00	\$68,750.00	0.50	\$34,375.00	0.35	\$24,062.50	0.85	\$58,437.50
1B.4	Sanitary	LS	1.00	\$6,875.00	\$6,875.00	0.00	\$0.00	0.75	\$5,156.25	0.75	\$5,156.25
SCHEDULE 1B SUBTOTAL					\$550,000.00		\$37,812.50		\$364,718.75		\$402,531.25

SCHEDULE 1C: SITE WORK											
1C.1	Clearing and Grubbing	LS	1.00	\$20,000.00	\$20,000.00	1.00	\$20,000.00	0.00	\$0.00	1.00	\$20,000.00
1C.2	Excavation/Preparation	LS	1.00	\$61,906.56	\$61,906.56	0.75	\$46,429.92	0.15	\$9,285.98	0.90	\$55,715.90
1C.3	Admin Excavation/Slab Preparation	LS	1.00	\$26,000.00	\$26,000.00	0.75	\$19,500.00	0.20	\$5,200.00	0.95	\$24,700.00
1C.4	Base Rock	LS	1.00	\$82,875.00	\$82,875.00	0.05	\$4,143.75	0.60	\$49,725.00	0.65	\$53,868.75
1C.5	Site Finish Grading	LS	1.00	\$5,030.94	\$5,030.94	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1C.6	Wall	LS	1.00	\$8,125.00	\$8,125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1C.7	Curb	LS	1.00	\$13,000.00	\$13,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1C.8	HMA	LS	1.00	\$48,750.00	\$48,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1C.9	Final Cleanup/Seeding	LS	1.00	\$4,875.00	\$4,875.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1C.10	Bollard	LS	1.00	\$2,437.50	\$2,437.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1C.11	Fencing	LS	1.00	\$52,000.00	\$52,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SCHEDULE 1C SUBTOTAL					\$325,000.00		\$90,073.67		\$64,210.98		\$154,284.65

SCHEDULE 1D: ADMIN BUILDING											
1D.1	Accessories	LS	1.00	\$7,400.00	\$7,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.2	Admin Building Reinforcing Steel	LS	1.00	\$22,200.00	\$22,200.00	0.75	\$16,650.00	0.00	\$0.00	0.75	\$16,650.00
1D.3	Admin Building Slab and Stem Wall	LS	1.00	\$88,800.00	\$88,800.00	0.25	\$22,200.00	0.40	\$35,520.00	0.65	\$57,720.00
1D.4	Casework	LS	1.00	\$11,100.00	\$11,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.5	CMU	LS	1.00	\$74,000.00	\$74,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.6	Doors	LS	1.00	\$29,600.00	\$29,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.7	Drywall	LS	1.00	\$44,400.00	\$44,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.8	Electrician	LS	1.00	\$161,249.93	\$161,249.93	0.00	\$0.00	0.24	\$38,699.98	0.24	\$38,699.98
1D.9	Generator	LS	1.00	\$37,000.00	\$37,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.10	Excavation/Sub Base	LS	1.00	\$7,400.00	\$7,400.00	0.75	\$5,550.00	0.15	\$1,110.00	0.90	\$6,660.00
1D.11	Flooring	LS	1.00	\$3,700.00	\$3,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.12	HVAC	LS	1.00	\$48,100.00	\$48,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.13	Ironwork	LS	1.00	\$2,771.38	\$2,771.38	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.14	Louvers	LS	1.00	\$2,010.64	\$2,010.64	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.15	Metal Roof	LS	1.00	\$29,727.10	\$29,727.10	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.16	Overhead Door	LS	1.00	\$7,400.00	\$7,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.17	Painter	LS	1.00	\$37,000.00	\$37,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.18	Plumbing	LS	1.00	\$81,400.00	\$81,400.00	0.15	\$12,210.00	0.15	\$12,210.00	0.30	\$24,420.00

CITY OF CAMAS PROJECT NO. WS-709C Project Name: SLOW SAND WATER TREATMENT PLANT 32723 NE Lessard Road Camas, WA 98607			PAY ESTIMATE: 2 PAY PERIOD: 7/1/2015/ Through 7/31/2015 ORIGINAL CONTRACT AMOUNT: \$5,729,737.57				Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665 (360) 334-3101				
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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
1D.19	Roof Framing	LS	1.00	\$7,740.95	\$7,740.95	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.20	Signage	LS	1.00	\$3,700.00	\$3,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.21	Trusses	LS	1.00	\$22,200.00	\$22,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1D.22	Windows	LS	1.00	\$11,100.00	\$11,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SCHEDULE 1D SUBTOTAL					\$740,000.00		\$56,610.00		\$87,539.98		\$144,149.98

SCHEDULE 1E: ADMIN BUILDING - EQUIPMENT											
1E.1	Flouride System	LS	1.00	\$91,628.35	\$91,628.35	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1E.2	Hypochlorite System Submittal Approval	LS	1.00	\$40,992.11	\$40,992.11	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1E.3	Hypochlorite System Submittal Approval	LS	1.00	\$144,947.96	\$144,947.96	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1E.4	Process Piping	LS	1.00	\$14,479.40	\$14,479.40	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1E.5	Mono Rail	LS	1.00	\$20,684.88	\$20,684.88	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1E.6	Pumps	LS	1.00	\$25,856.10	\$25,856.10	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1E.7	Starup	LS	1.00	\$7,127.79	\$7,127.79	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SCHEDULE 1E SUBTOTAL					\$345,716.59		\$0.00		\$0.00		\$0.00

SCHEDULE 1F: Filter Structure											
1F.1	Process Piping	LS	1.00	\$84,000.00	\$84,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1F.2	Painting/Coating	LS	1.00	\$18,000.00	\$18,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1F.3	Ironwork?Railing	LS	1.00	\$144,000.00	\$144,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1F.4	Slide Gates	LS	1.00	\$60,000.00	\$60,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1F.5	Water Test	LS	1.00	\$6,000.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1F.6	Excavation/Preparation	LS	1.00	\$180,000.00	\$180,000.00	0.75	\$135,000.00	0.15	\$27,000.00	0.90	\$162,000.00
1F.7	Filter Media	LS	1.00	\$600,439.87	\$600,439.87	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1F.8	Base Rock	LS	1.00	\$107,560.13	\$107,560.13	0.75	\$80,670.10	0.25	\$26,890.03	1.00	\$107,560.13
SCHEDULE 1F SUBTOTAL					\$1,200,000.00		\$215,670.10		\$53,890.03		\$269,560.13

SCHEDULE 1G: Filter Structure - Slab Construction											
1G.1	Slab Construction	SF	25,214.00	\$20.00	\$504,280.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SCHEDULE 1G SUBTOTAL					\$504,280.00		\$0.00		\$0.00		\$0.00

SCHEDULE 1H: Filter Structure - Wall Construction											
1H.1	Wall Construction	SF	13,996.00	\$49.00	\$685,804.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SCHEDULE 1H SUBTOTAL					\$685,804.00		\$0.00		\$0.00		\$0.00

SCHEDULE 1J: Filter Structure - Reinforcing Steel											
1J.1	Reinforcing Steel	SF	39,210.00	\$9.00	\$352,890.00	0.00	\$0.00	9,802.00	\$88,218.00	9802.00	\$88,218.00
SCHEDULE 1J SUBTOTAL					\$352,890.00		\$0.00		\$88,218.00		\$88,218.00

SCHEDULE 2: Shoring Trench Safety System											
2.1	Shoring Trench Safety System	LF	5,400.00	\$1.00	\$5,400.00	0.00	\$0.00	4,050.00	\$4,050.00	4050.00	\$4,050.00
SCHEDULE 2 SUBTOTAL					\$5,400.00		\$0.00		\$4,050.00		\$4,050.00

CITY OF CAMAS PROJECT NO. WS-709C Project Name: SLOW SAND WATER TREATMENT PLANT 32723 NE Lessard Road Camas, WA 98607			PAY ESTIMATE: 2 PAY PERIOD: 7/1/2015/ Through 7/31/2015 ORIGINAL CONTRACT AMOUNT: \$5,729,737.57				Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665 (360) 334-3101				
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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
SCHEDULE 3: Overexcavation and Backfill with Granular Fill											
3.1	Overexcavation and Backfill with Granular Fill	CY	1,500.00	\$20.00	\$30,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SCHEDULE 3 SUBTOTAL					\$30,000.00		\$0.00		\$0.00		\$0.00

SCHEDULE 4: Cash Allowance for Furnishings and Laboratory Supplies											
4.1	Furnishings and Laboratory Supplies	LS	1.00	\$10,000.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SCHEDULE 2 SUBTOTAL					\$10,000.00		\$0.00		\$0.00		\$0.00

SCHEDULE 5: Erosion Control and Water Pollution Control											
5.1	Erosion Control and Water Pollution Control	LS	1.00	\$16,000.00	\$16,000.00	0.07	\$1,120.00	0.07	\$1,120.00	0.14	\$2,240.00
SCHEDULE 5 SUBTOTAL					\$16,000.00		\$1,120.00		\$1,120.00		\$2,240.00

SCHEDULE 6: Project Documentation											
6.1	Project Documentation	LS	1.00	\$25,000.00	\$25,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SCHEDULE 6 SUBTOTAL					\$25,000.00		\$0.00		\$0.00		\$0.00

	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ORIGINAL CONTRACT TOTAL	\$5,320,090.59	\$666,286.27	\$796,247.75	\$1,462,534.02
CHANGE ORDERS TO DATE	\$0.00	\$0.00	\$0.00	\$0.00
ORIGINAL CONTRACT & CHANGE ORDERS SUBTOTAL	\$5,320,090.59	\$666,286.27	\$796,247.75	\$1,462,534.02
SALES TAX (7.7%)	\$409,646.98	\$51,304.04	\$61,311.08	\$112,615.12
TOTAL CONTRACT	\$5,729,737.57	\$717,590.31	\$857,558.83	\$1,575,149.14
Retainage (5%)		(\$33,314.31)	(\$39,812.39)	(\$73,126.70)
TOTAL		\$684,276.00	\$817,746.44	\$1,502,022.44

SAN. ACT. NUMBER: 424-00-594-341-65

SAN. THIS PAY EST: \$817,746.44

Stu Dupak 8/6/15
 Project Engineer Date

Domin Pappas 8/7/15
 Contractor Date

James Hodges 8/7/15
 Project Manager Date

CITY OF CAMAS PROJECT NO. WS-714 STEP Sewer Transmission Main Project	PAY ESTIMATE: ONE	McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671
	PAY PERIOD: 7/8/14 Through 7/31/14	
ORIGINAL CONTRACT AMOUNT: \$2,378,135.30		

Schedule A - Water

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
1	Mobilization	LS	1.00	\$193,500.00	\$193,500.00	0.00	\$0.00	1.00	\$193,500.00	1.00	\$193,500.00
2	Minor Change	CALC	1.00	\$20,000.00	\$20,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
3	Record Drawings	LS	1.00	\$10,000.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
4	Construction Documentation	LS	1.00	\$25,000.00	\$25,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
5	SPCC Plan	LS	1.00	\$1,500.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	1.00	\$1,500.00
6	Archaeological Standby Time	HR	100.00	\$50.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
7	Project Temporary Traffic Control	LS	1.00	\$37,000.00	\$37,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
8	Clearing and Grubbing	LS	1.00	\$6,680.00	\$6,680.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
9	Remove (Abandon) Joy Street Odor Control Facility	LS	1.00	\$31,245.00	\$31,245.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10	Roadway Excavation Incl. Haul	CY	130.00	\$22.00	\$2,860.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	Controlled Density Fill Backfill Substitution	CY	550.00	\$116.00	\$63,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12	Crushed Surfacing Base Course	CY	1375.00	\$30.00	\$41,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
13	HMA Cl. 1/2" Pg 64-22	TON	410.00	\$112.00	\$45,920.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14	HMA Cl. 1/2" Pg 64-22 (Trench Patch)	TON	950.00	\$119.00	\$113,050.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
15	Planing Bituminous Pavement	SY	3620.00	\$3.00	\$10,860.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
16	Shoring***	LF	6150.00	\$2.00	\$12,300.00	0.00	\$0.00	708.00	\$1,416.00	708.00	\$1,416.00
17	Clay Dams	EA	4.00	\$730.00	\$2,920.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
18	Handling and Disposal of Contaminated Soil	CY	200.00	\$80.00	\$16,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
19	Removal and Replacement of Unsuitable Material	CY	600.00	\$10.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
20	Gate Valve 3 In.	EA	2.00	\$525.00	\$1,050.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
21	Plug Valve 12 In.	EA	1.00	\$3,400.00	\$3,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
22	Plug Valve 18 In.	EA	1.00	\$5,700.00	\$5,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
23	Plug Valve 24 In.	EA	2.00	\$10,160.00	\$20,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
24	Tapping Sleeve and Valve Assembly 8x18 In.	EA	1.00	\$4,525.00	\$4,525.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
25	Tapping Sleeve and Valve Assembly 18x18 In.	EA	1.00	\$22,900.00	\$22,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
26	Vault #1 (Wellfield Air/Vacuum Structure)	EA	1.00	\$22,200.00	\$22,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
27	Vault #2 (Bridge Air/Vacuum and Odor Control Structure)	EA	1.00	\$27,100.00	\$27,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
28	Vault #3 (Wetland Air Release and Odor Control Structure)	EA	1.00	\$13,100.00	\$13,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
29	Vault #4 (3rd Ave Air/Vacuum & Odor Control Structure)	EA	1.00	\$42,665.00	\$42,665.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
30	Vault #5 (3rd Ave Odor Control Injection Structure)	EA	1.00	\$19,100.00	\$19,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
31	48 In. Steel Casing	LF	17.00	\$790.00	\$13,430.00	0.00	\$0.00	10.50	\$8,295.00	10.50	\$8,295.00
32	PVC Sanitary Sewer Pipe 24 In. Diam.	LF	6235.00	\$174.80	\$1,089,878.00	0.00	\$0.00	1,264.00	\$220,947.20	1264.00	\$220,947.20
33	DIPS HDPE DR17 Sanitary Sewer Pipe 24 In. Diam.	LF	708.00	\$205.00	\$145,140.00	0.00	\$0.00	708.00	\$145,140.00	708.00	\$145,140.00
34	Ductile Iron Sanitary Sewer Pipe 8 In. Diam.	LF	430.00	\$38.00	\$16,340.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
35	Ductile Iron Sanitary Sewer Pipe 18 In. Diam.	LF	43.00	\$410.00	\$17,630.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
36	Force Main Locator Station	EA	18.00	\$150.00	\$2,700.00	0.00	\$0.00	3.00	\$450.00	3.00	\$450.00
37	Sanitary Sewer Bypass (6th and Joy)	LS	1.00	\$23,500.00	\$23,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
38	ESC Lead	DAY	60.00	\$30.00	\$1,800.00	0.00	\$0.00	12.00	\$360.00	12.00	\$360.00
39	Stabilized Construction Entrance	SY	220.00	\$21.00	\$4,620.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
40	Inlet Protection	EA	24.00	\$46.01	\$1,104.24	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
41	Erosion/Water Pollution Control	EST	1.00	\$10,000.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
42	High Visibility Silt Fence	LF	2500.00	\$2.50	\$6,250.00	0.00	\$0.00	600.00	\$1,500.00	600.00	\$1,500.00
43	Wattle	LF	100.00	\$4.00	\$400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
44	Biodegradable Erosion Control Blanket	SY	370.00	\$3.00	\$1,110.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

CITY OF CAMAS PROJECT NO. WS-714 STEP Sewer Transmission Main Project			PAY ESTIMATE: ONE PAY PERIOD: 7/8/14 Through 7/31/14 ORIGINAL CONTRACT AMOUNT: \$2,378,135.30				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671				
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45	Seeding, Fertilizing, and Mulching (Native Grasses)	ACRE	0.75	\$4,500.00	\$3,375.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
46	High Visibility Fence	LF	685.00	\$3.50	\$2,397.50	0.00	\$0.00	675.00	\$2,362.50	675.00	\$2,362.50
47	Topsoil Type B	CY	300.00	\$7.00	\$2,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
48	PSIPE Deciduous Tree, 2" Cal.	EA	8.00	\$460.00	\$3,680.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
49	Seeded Lawn Installation	SY	1560.00	\$1.00	\$1,560.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
50	Cement Conc. Traffic Curb	LF	45.00	\$40.00	\$1,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
51	Utility Marker Posts	EA	3.00	\$140.00	\$420.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
52	Cement Conc. Sidewalk	SY	30.00	\$80.00	\$2,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
53	Conduit Pipe 4 In. Diam.	LF	1335.00	\$5.00	\$6,675.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
54	Traffic Signal System Loop Replacement	LS	1.00	\$5,500.00	\$5,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
55	Paint Line	LF	42.00	\$6.00	\$252.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
56	Painted Stop Line	LF	65.00	\$10.00	\$650.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
57	Plastic Crosswalk Line	SF	160.00	\$12.00	\$1,920.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
58	Plastic Traffic Arrow	EA	1.00	\$275.01	\$275.01	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

Schedule B SUBTOTAL:					\$2,193,851.75		\$0.00		\$575,470.70		\$575,470.70
Sales Tax (8.4%):					\$184,283.55		\$0.00		\$48,339.54		\$48,339.54
Schedule B Total:					\$2,378,135.30		\$0.00		\$623,810.24		\$623,810.24

Change Order #1											
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
1		LS	1.00		\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
2		LS	1.00		\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
3		LS	1.00		\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

SUBTOTAL:					\$0.00		\$0.00		\$0.00		\$0.00
Sales Tax (8.4%):					\$0.00		\$0.00		\$0.00		\$0.00
Total:					\$0.00		\$0.00		\$0.00		\$0.00

ORIGINAL CONTRACT TOTAL	\$2,193,851.75	TOTAL PREVIOUS	\$0.00	TOTAL THIS EST.	\$575,470.70	TOTAL TO DATE	\$575,470.70
ADDITIONS / DELETIONS	\$1,820.97		\$0.00		\$0.00		\$0.00
SUBTOTAL	\$2,195,672.72		\$0.00		\$575,470.70		\$575,470.70
SALES TAX (8.4%)	\$184,436.51		\$0.00		\$48,339.54		\$48,339.54
TOTAL CONTRACT	\$2,380,109.23		\$0.00		\$623,810.24		\$623,810.24
LESS 5% RETAINAGE			\$0.00		(\$28,773.54)		(\$28,773.54)
TOTAL LESS RETAIN.			\$0.00		\$595,036.70		\$595,036.70

SAN. ACT. NUMBER: 424-00-594-351-65

SAN. THIS PAY EST: \$595,036.70

F.I.
Stu Dupak
Project Engineer

8/6/15
Date

[Signature]
Contractor

8/6/15
Date

James Hodges
Project Manager

8/6/15
Date

ORDINANCE NO. 15-010

AN ORDINANCE amending Table 2 of Camas Municipal Code Section 18.09.040, relating to increasing lot coverage limits.

WHEREAS, the City of Camas received an application on February 2, 2015, relating to a proposed amendment to the single family residential development standards, as set forth in Table 2 of Camas Municipal Code Section 18.09.040; and

WHEREAS, the Planning Commission held a public hearing on June 16, 2015, to consider the proposed amendments and forwarded a recommendation of denial to City Council; and

WHEREAS, the City Council held a public hearing on August 3, 2015, to consider the proposed amendments;

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

Section I

Camas Municipal Code Section 18.09.040 – Table 2 – Density and Dimensions – Single Family Residential Zones – is hereby amended to add the following footnote:

The maximum building lot coverage for single-story homes may be up to 45% in R-6 and R-7.5 zones, and 40% in R-10 and R-12 zones. To qualify for increased lot coverage, a single-story home cannot include a basement or additional levels.

Section II

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

PASSED by the Council and APPROVED by the Mayor this _____ day of August, 2015.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report

Amendments to Residential Districts Development Standards

File #MC15-03

July 28, 2015

To: Mayor Higgins
City Council

Public Hearing: August 3, 2015

From: Sarah Fox, Senior Planner on behalf of the Planning Commission

Applicant: Pahlisch Homes

Contact: Jamie Howsley, Jordan Ramis, PC

Notice of the public hearing before Planning Commission was published in the Camas Post Record on July 28, 2015 (Legal publication No. 540627).

Applicable Law: The application was received on February 2, 2015, and the applicable codes are those codes that were in effect on the date of application, to include Camas Municipal Code (CMC) Title 17 Land Development and Title 18 Zoning. The city issued a State Environmental Policy Act determination of non-significance (non-project action) on July 21, 2015. Comment deadline is 5:00 p.m. on August 4, 2015.

Summary

- The applicant proposes an amendment to the single-family residential development standards at CMC§18.09.040 Table 2, for R-6, R-7.5, R-10 and R-12, to increase lot coverage limits to 45%.
- The applicant also proposes to add an exception that would apply to all residential zones with a footnote that reads, "Outdoor living areas which are under roof cover but not fully enclosed by walls, and are attached to dwelling units, are not included in lot coverage."
- Planning Commission conducted a public hearing on June 16, 2015, and forwarded a recommendation of denial to City Council.

Analysis – Lot Coverage Increase

The first part of the applicant's proposal is for a uniform 45% lot coverage limit for four zones, which is a 10% increase in the R-10 and R-12 zones, and a 5% increase in the R-7.5 and R-6 zones. The proposed amendments would modify the lot coverage standards for 66% of the single-family designated land in the city if approved (see chart). There are 206 vacant lots, and approximately 712 lots that are pending final approval within preliminarily approved plats. Most of these future lots are within developments that do not include a lot coverage standard as part of the land use decision. For those lots, the lot coverage standard in effect at the time that a building permit is submitted will apply, which could be different than those of the adjacent built lots.

Approval of a plat alteration would be required to modify the lot coverage standards of recorded subdivisions if it is stated on the face of the plat. The applicant’s submittal includes examples from Lake Hills Subdivision (R-10 zone), which is a developments that would require a plat alteration before the proposed standard could be applied. Although the code change would be applicable citywide and is not limited to a single development, the perceived restriction as described in the applicant’s letter of April 1, 2015, is the inability to design single story homes that are less than 3,500 square feet* to meet the 35% standard for that zone. The narrative stated that the lot coverage limits would not allow the applicant to build “*modest sized single story homes*”. The examples provided by the applicant included single story homes with covered porches and three-car garages that range between 3,415 to 4,941 square feet (Refer to examples, Exhibit #4).

With some exceptions, the city does not have a lot coverage minimum or requirements for a garage. However, the private covenants† that apply to Lake Hills require one-story homes to be a minimum of 2,200 square feet and include a two-car garage. As just noted, the city also does not control the private covenants of homeowner associations or impose a minimum value for a future home. For these reasons, private homeowner association covenants could be modified to allow smaller homes.

Staff concurs that a variety of housing types are essential to serve the city’s growing and aging population. In 2013, Staff proposed a uniform lot coverage standard of 40% for all but the R-5 zone, and an excerpt of that proposal is attached as Exhibit #6. The amendments were not approved by Council at a public hearing, for reasons that included the loss of useable yard space, impacts to the city’s parks, and concerns regarding the engineered capacity of storm ponds. Staff discussed these issues at meetings with the applicant and in an email dated March 2, 2015 (Exhibit #3). Staff also noted that there are few new homes under 3,000 square feet that have been constructed in the city since 2004 (Exhibit #3). The applicant’s narrative indicated that the single-story homes that they design exceed the current lot coverage limitations of the zoning. The application did not develop this argument and did not propose limiting the increased lot coverage to single story homes.

At the public hearing, Planning Commission shared similar concerns in regard to a lot coverage increase city wide, as were expressed by Council in 2013.

Aside from stormwater concerns and yard sizes, staff discussed whether or not an increased lot coverage standard if limited to single-story homes could be considered an incentive to meet comprehensive plan goals. The purpose of supporting this portion of the amendment would be to encourage more single-story housing in a city where the vast majority of new homes are multi-level. One of the six objectives for housing in the (current) 2004 Comprehensive Plan reads, “*Provide opportunities for affordable and special needs housing to all segments of the population through regulatory incentive approaches*”. Single-story housing that is built with universal design

Chart 1: Provides acreage of only the zones that are included in proposed lot coverage amendment.

Zones	Acres*
R-12	941
R-10	1024
R-7.5	1543
R-6	154
3,662	
These zones comprise 66% of all single family zoning.	
Comprehensive Plan Designation	Acres*
Single-Family-High	436
Single-Family-Medium	4225
Single-Family-Low	846
Total single-family	5,507
*Total area within City limits is 10,782 acres.	

* This building square footage is based on a 10,000 square foot lot at a 35% maximum building lot coverage.

† Staff is referring to the homeowner association’s “Covenants, Restrictions and Easements” or CC&Rs.

features is a component of communities preparing for an ageing population. According to the US Census Bureau, “By 2030, one in every five people living in the US will be over the age of 65. This aging of America is fueled by 72 million baby boomers aging through the life cycle in combination with a profound increase in longevity. Average life expectancy doubled from the mid-thirties in the 19th century to age 78 today.”

Further, staff feels that an incentive in single family zones would complement the cottage housing provisions in multi-family zones. Cottage housing (Refer to CMC Section 18.05.040(J)) was adopted in 2013, as an overlay in multi-family zones to promote single-story, smaller homes. For these reasons, staff supports approval of an incentive to the lot coverage standards in single-family zones to encourage single-story housing development. A proposed footnote has been included in the recommendations.

FINDINGS: Planning Commission was not supportive of a uniform lot coverage increase to 45% in single family zones. However, after further analysis, Staff supports an increase to lot coverage limits in single family zones as an incentive to increase housing diversity.

Analysis – Lot Coverage Exception

The second part of the applicant’s proposal is to include an exception to the lot coverage standards with a footnote to Table 2 of CMC§18.09.040 that reads, “Outdoor living areas which are under roof cover but not fully enclosed by walls, and are attached to dwelling units, are not included in lot coverage.”

Neither the building code or the CMC have a definition for “outdoor living area” as proposed by the applicant. For the purposes of this analysis, “lot coverage” is defined, “Means the portion of a lot that is occupied by the **principal and accessory buildings**, including all projections except eaves, expressed as a percentage of the total lot area”(emphasis added) CMC§18.03.040.

Building Code Definition

BUILDING AREA. See “Area, building.”

[A] BUILDING. Any structure used or intended for supporting or sheltering any use or occupancy.

Generally, lot coverage includes everything under a roof, which includes (not limited to): covered porches; gazebos; and carports. A building permit is required for structures over 120 square feet. As noted above, “accessory buildings” are included in lot coverage limits, and in addition they cannot be placed forward of the front building line - CMC§18.17.040. As proposed, an “outdoor living area” would exceed the lot coverage limits, and

could be anywhere on a lot. Staff is unclear whether the five-foot setback restriction for accessory structures would apply to “outdoor living areas”. The examples as provided by the applicant ranged from 266 to 605 square feet of outdoor living area, which would not be included in lot coverage limitations.

There are not any design review controls for single-family lot development, as there are in multi-family zones. The design of “outdoor living areas” could vary widely. For example, typical permitted additions to homes include covered porches, swimming pools and carports for recreational vehicles. Currently, those additions are restricted to lot coverage standards of the zone, and placement in the side or rear yards.

FINDINGS: Planning Commission was not supportive of adding a footnote to exempt “outdoor living areas” from lot coverage limitations.

Conclusions

Staff concurs with the applicant that the standards to evaluate a proposed zoning code amendment is lacking, and for that reason, the application addressed the standards of CMC§18.51.010 for a comprehensive plan amendment (Exhibit 2). Chapter 18.51 Comprehensive Plan Amendments requires that the staff report address the issues that follow subsection 030(A).

B. Impact upon the City of Camas comprehensive plan and zoning code;

Finding: The proposed amendments would amend only Table 2 of CMC Section 18.09.040 Density and Dimensions for Single-family residential zones. The discussion in the previous section stated that the lot coverage amendment could impact a total of 3,662 acres.

C. Impact upon surrounding properties, if applicable;

Finding: The standards for “accessory buildings” and the proposed “outdoor living areas” appear to be in conflict, as noted in the analysis.

D. Alternatives to the proposed amendment; and

Finding: Staff proposes increasing lot coverage in limited instances, to incentivize the development of single-story homes. This alternative is intended to be consistent with the city’s comprehensive plan’s housing objectives, for special needs housing.

E. Appropriate code citations and other relevant documents.

Finding: The application included the specific code citations within Exhibit #5.

F. The SEPA checklist and determination.

Finding: A State Environmental Policy Act determination of non-significance (non-project action) was issued on July 21, 2015. Comment deadline is 5:00 p.m. on August 4, 2015.

Recommendations

Staff recommends that City Council conducts a public hearing, deliberates, and makes a motion:

- 1. To approve an amendment to CMC§18.09.040 Table 2-Density and dimensions – Single-family residential zones, adding the following footnote: “On lots with under 10% grade, the maximum building lot coverage for a single-story home may be up to 45% in R-6 and R-7.5 zones, and 40% in R-10 and R-12 zones. To qualify for increased lot coverage, a single-story home cannot include a basement or additional levels.”**
- 2. To deny the proposed footnote concerning “outdoor living areas”.**
- 3. To direct the City Attorney to prepare an ordinance for Council’s consideration at the next regular meeting.**

Exhibits

1. Letter to Robert Maul from Jamie Howsley, Jordan Ramis (January 30, 2015) regarding submittal of application for zone code text change.
2. Letter to Maul from Howsley (February 5, 2015) providing narrative that responds to code change criteria of CMC Chapter 18.51.
3. Letter to Howsley from Sarah Fox (March 2, 2015) that responds to applicant narrative and raises concerns with the proposed amendments.
4. Letter to Maul and Fox (April 1, 2015) that included three site plan drawings for Lake Hills Subdivision lots 27, 39 and 46.
5. Letter to Fox (April 17, 2015) that provided a red-line version of the proposed text amendments.
6. Excerpt from Staff Report to Council (January 21, 2014), "Attachment A" as referenced by Howsley in letter to Fox on April 17, 2015.
7. Email to Fox (July 7, 2015) to propose a change to the proposed footnote regarding outdoor living areas.
8. Applicant's plot plan "Example 1"
9. Applicant's plot plan "Example 2"

JORDAN
RAMIS PC

ATTORNEYS AT LAW



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www.jordanramis.com

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360-567-3900

Bend
360 SW Bond St., Suite 400
Bend, OR 97702
541-647-2979

HAND DELIVERED

January 30, 2015

Robert Maul
City of Camas
616 NE 4th Avenue
Camas WA 98607

Re: *Lake Hills Zone Change Request*
Our File No. 51893-71648

Dear Robert

In accordance with our prior discussion we request a code change to CMC 18.09.040 Table 2 to chance the lot coverage for the R-6, R-7.5, R-10, R-12, R-15 and R-20 to be consistent with the R-5 zoning district. We believe that the larger lots are better able to accommodate large yards which we know is a concern. We will be submitting additional supporting material next week.

Enclosed please find our client's check in the amount of \$1,650, and our firm check for \$50 representing the fee for the zone change request.

Sincerely,

JORDAN RAMIS PC

James D. Howsley
Admitted in Washington and Oregon
jamie.howsley@jordanramis.com
WA Direct Dial (360) 567-3913
OR Direct Dial (503) 598-5592

Enclosures



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

General Application Form

Case Number:

Applicant Information

Applicant/Contact: James D. Howsley Phone: (360) 567-3913
Address: 1499 SE Tech Center Place, Suite 380 jamie.howsley@jordanramis.com
Street Address E-mail Address
Vancouver WA 98683
City State ZIP Code

Property Information

Property Address: Street Address County Assessor # / Parcel #
City State ZIP Code
Zoning District Site Size

Description of Project

Brief description:
General code amendment applicable to whole city.

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: Last First Phone: ()
Address: Street Address Apartment/Unit #
E mail Address: 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: Date: Jun 30, 2015
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: <u>2/2/15</u>	Pre-Application Date: <u>NONE</u>	pd. <u>2/2/15</u> <u>#241218</u>
Staff: <u>SF</u>	Related Cases #	



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VIA E-MAIL & FIRST CLASS MAIL
RMAUL@CITYOFCAMAS.US
SFOX@CITYOFCAMAS.US

February 5, 2015

Robert Maul
Sarah Fox
City of Camas
616 NE 4th Avenue
Camas WA 98607
Re: Zone Code Text Change
Our File No. 51893-71648

Dear Rob:

We represent Pahlisch Homes, which is looking forward to building out the Lake Hills single family subdivision, which is zoned R-10. As described in Table 2 of CMC Section 18.09.040 of the municipal code, the maximum lot coverage in that zone is only 35%, whereas the other single family zones range from 30% up to 45%. Thus we propose a change to the zoning code text to allow increased lot coverage in the R-10 zone up to 45% for houses with footprints that are less than two full stories; that is, for one story houses and for houses on sloped lots that feature a main level with a partial daylight basement.

We also propose a clarification for the definition of lot coverage, with regard to transitional spaces such as front porches, outdoor rooms, covered terraces, and similar spaces that are under roof cover but not enclosed. Currently, lot coverage "means the portion of a lot that is occupied by the principal and accessory buildings, including all projections except eaves, expressed as a percentage of the total lot area." CMC 18.03.040. Because unenclosed spaces are not counted as building square footage generally, they also should not be included in the square footage of a building when calculating lot coverage. The new definition should be: "means the portion of a lot that is occupied by the enclosed areas of principal and accessory buildings, expressed as a percentage of the total lot area."

The Lake Hills subdivision is in a prime location for seasoned homeowners seeking the advantages of single story living. Many of the lots in this subdivision, and in other R-10 zones in Camas generally, are topographically challenged, which often precludes construction of conventional two story houses. Houses which accommodate all the necessary features on one story can serve the entire age range of the population, and are especially valued by today's multigenerational households.

The code does not include criteria for a zone code text change, but the criteria for a comprehensive plan change in CMC 18.51.010 provide a useful metric.

A. A detailed statement of what is proposed and why;

The vast majority of new houses built in Camas in recent decades are two stories, and this will likely continue indefinitely. Naturally the lot coverage standards reflect that reality, and are calibrated to ensure that in the lower density zones, the height of the two story houses does not cast broad shadows over the landscape.

Robert Maul and Sarah Fox
February 5, 2015
Page 2

Of course the footprint of single story houses is larger than two story houses, which increases their lot coverage substantially. Yet being just one story, the resulting shadows and visual impacts are correspondingly smaller. A single story house preserves views that would be obstructed by a two story alternative.

In sum, the proportional relationship of a two story house to its lot and surrounding neighbors is fundamentally different than a one story house, or a one story house with a partial daylight basement. But the lot coverage standard does not account for this difference, and being designed for standard two story houses on level ground, the standard does not fit the unique characteristics of one story houses.

For the definitional change of lot coverage, there is a qualitative difference between the unenclosed spaces which are commonly not counted as building square footage generally, and fully enclosed spaces, and we believe they should not be treated the same when calculating lot coverage.

B. A statement of the anticipated impacts of the change, including the geographic area affected, and issues presented by the proposed change;

The change will impact the R-10 zone by encouraging development of large one story houses than are allowed currently. Currently, on a 10,000 sf lot, presuming 800 square feet for a 3 car garage, a one story house can have a maximum living area of only 2700 square feet; whereas a two story house could have 5400 square feet. The proposed change would allow a one story house up to 3700 square feet, or more if there is a partial daylight basement, which will have less visual impact to neighbors than the two story, 5400 square foot option.

Changing the definition of lot coverage would allow porches, outdoor rooms and related transitional spaces to be added onto houses which already are at the maximum lot coverage. This will encourage more outdoor activity during inclement weather, and encourage house designers to include these unique spaces in their plans.

C. An explanation of why the current comprehensive plan [code] is deficient or should not continue in effect;

Because the code is drafted to regulate the impacts of two story houses, it does not effectively address the different proportions and impacts of one story houses, or a one story house on slopes with partial daylight basement. The code should reflect the different shadow and view effects of the different housing types and allow families who enjoy one story living to have the right to a square footage that is closer to the amount allowed for two story houses which have greater view and shadow impacts.

The code currently discourages covered outdoor spaces, because it reduces the area available for enclosed living area. These transitional spaces benefit houses and the families that occupy them, and the city should encourage the outdoor activity they promote.

D. A statement of how the proposed amendment complies with and promotes the goals and specific requirements of the growth management act;

Robert Maul
February 5, 2015
Page 3

The key GMA goal is number (4) Housing: "Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock." This zone code text change benefits the one story housing type enjoyed by boomers and others, which simply is not accounted for in the codes of most jurisdictions which are written with the typical two story house in mind.

Most houses have fairly abrupt transitions from inside to outdoors: either you are inside or not. To promote a variety of housing types, the city should adopt this change to encourage the use of covered porches and similar covered but not enclosed areas that are so beneficial in this climate.

E. A statement of what changes, if any, would be required in functional plans (i.e., the city's water, sewer, stormwater or shoreline plans) if the proposed amendment is adopted;

These changes would not affect density or infrastructure, and changes to the functional plans would not be required.

F. A statement of what capital improvements, if any, would be needed to support the proposed change which will affect the capital facilities plans of the city;

These changes would not affect density or infrastructure, and changes to the capital facilities plans would not be required.

G. A statement of what other changes, if any, are required in other city or county codes, plans, or regulations to implement the proposed change; and

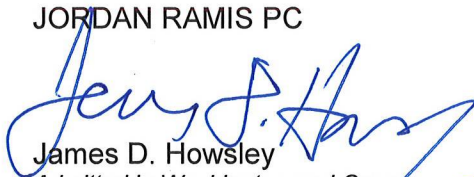
No additional changes would be required.

Because the shape of a two story house and it's proportional relationship to the lot and surrounding neighbors are fundamentally different than a one story house, or a one story house with a partial daylight basement, we believe the lot coverage standard ought to accommodate both housing types. The code ought to recognize that houses that are shorter in height with a larger footprint have different impacts and should be subject to a different standard.

Thanks for your consideration.

Best regards,

JORDAN RAMIS PC


James D. Howsley
Admitted in Washington and Oregon
jamie.howsley@jordanramis.com
WA Direct Dial (360) 567-3913
OR Direct Dial (503) 598-5592

Sarah Fox

From: Jamie Howsley <jamie.howsley@jordanramis.com>
Sent: Monday, March 02, 2015 3:53 PM
To: Sarah Fox
Cc: Jamie Howsley
Subject: RE: Lot Coverage Code Amendment Request

Thanks Sarah. We will get all of these addressed by the end of the week.

JAMES D. HOWSLEY | Attorney
Jordan Ramis PC | Attorneys at Law
WA Direct: 360-567-3913
OR Direct: 503-598-5592
OR Main: 503-598-7070

From: Sarah Fox [<mailto:SFox@cityofcamas.us>]
Sent: Monday, March 02, 2015 3:51 PM
To: Jamie Howsley
Subject: RE: Lot Coverage Code Amendment Request
Importance: High

Jamie,
We have not yet received a SEPA application (checklist and fee of \$700).

The following are a few of my initial thoughts on your application narrative.

It is not clear as to what sections of code you are proposing to amend. Throughout the letter (dated February 5th) mentions other code sections that you would like to change beyond Table 2, however there is no clear list of code citations, or proposed amended text, particularly at section "A" of your narrative on page 1.

Throughout the letter, it is suggested that "*porches, outdoor rooms and transitional spaces*" are not included in the zoning code. I should note that these features, albeit not the exact terminology, are already in the code, along with other exemptions from setbacks and lot coverage standards that follow Table 2(Refer to CMC18.09.130, 140, and 180).

The city does not include front porches, patios, or other features of a home that are not under a roof in lot coverage calculations. I would argue that the code *encourages* residential lots to have yard space, rather than "*discouraging transitional spaces*". How is the applicant proposing to ensure that additional lot coverage allowances would only be used for "*transitional spaces*" and not a larger garage? Would the proposed definition changes be consistent with these other sections of code, which provide variations?

There is considerable discussion in the letter regarding one-story homes and perceived limits on the square footage to be no larger than 2,700 square feet. In the annual comprehensive plan report, the city reported that over 70 percent of new homes being built in the city were over 3,000 square feet. There has been considerable discussion before council on the need for smaller homes to provide more variety for first time home buyers and empty nesters. The application might want to demonstrate the need for more homes that exceed 3,000 sq. ft., or how this code change will promote more single-story home building. Also, will the Lake Hills subdivision include single story homes?

In sum, the application must include the specific sections of code (numbers) that are proposed to be amended, the proposed text amendments, a demonstration of the need for an amendment, and an analysis of the potential impacts to the other R-10 zoned properties in the city.

Please phone me if you would like to discuss further or have questions.

Thanks,
Sarah

From: Jamie Howsley [<mailto:jamie.howsley@jordanramis.com>]
Sent: Monday, March 02, 2015 1:03 PM
To: Robert Maul; Sarah Fox
Cc: Jamie Howsley
Subject: Lot Coverage Code Amendment Request

Hey Robert and Sarah,

Just wanted to quickly touch base with you on this. We are preparing some exhibits as well to help illustrate the issue and also have some additional thoughts. Is there anything else you need from us at this point?

Best,

Jamie

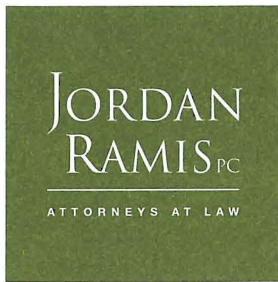
JAMES D. HOWSLEY | Attorney
Jordan Ramis PC | Attorneys at Law
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OR Main: 503-598-7070

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VIA E-MAIL & FIRST CLASS MAIL
RMAUL@CITYOFCAMAS.US
SFOX@CITYOFCAMAS.US

April 1, 2015

Robert Maul
Sarah Fox
City of Camas
616 NE 4th Avenue
Camas WA 98607

Re: Zone Code Text Change
Our File No. 51893-71648

Dear Rob and Sarah:

Pursuant to your request, enclosed are three sample site plans for single story houses that demonstrate the rationale for our request to increase the City's lot coverage standard. Staff has expressed concern about the proliferation of very large houses, but these plans show the code also precludes modest sized single story homes. As previously discussed, because the majority of houses are two stories, the current code is written to reflect that. However, the single story house is making a comeback as the baby boomers seek one level living.

Each of the three site plans is for the Lake Hills subdivision, where Pahlisch Homes is interested in constructing a single story house but is prevented from doing so by the current lot coverage standard. Lots 37 and 39 feature modest homes just over 2000 square feet, and Lot 46 has an average size house over 3000 square feet. The plan for Lot 37 is a 2132 sf house with a garage, a modest covered front porch, and a 202 sf covered deck off the kitchen. This plan has 38% lot coverage, despite generous setbacks on all sides.

Lot 39 is unusually deep and features a large back yard. The site plan is a 2240 sf house with a garage, a modest covered front porch, and a medium size covered deck off the kitchen. This plan has 40% lot coverage.

The example for Lot 46 is a 3227 sf house with a spacious garage, a covered front porch with space for seating, a small covered porch off the master bedroom on the right side, and an average size covered deck off the kitchen. This plan has 41% lot coverage, despite exceeding setbacks on three sides.

Robert Maul
Sarah Fox
April 1, 2015
Page 2

These plans reveal the unintended constraint on single story houses posed by the current lot coverage standard, and we again ask for your support in revising the standard to accommodate these housing types.

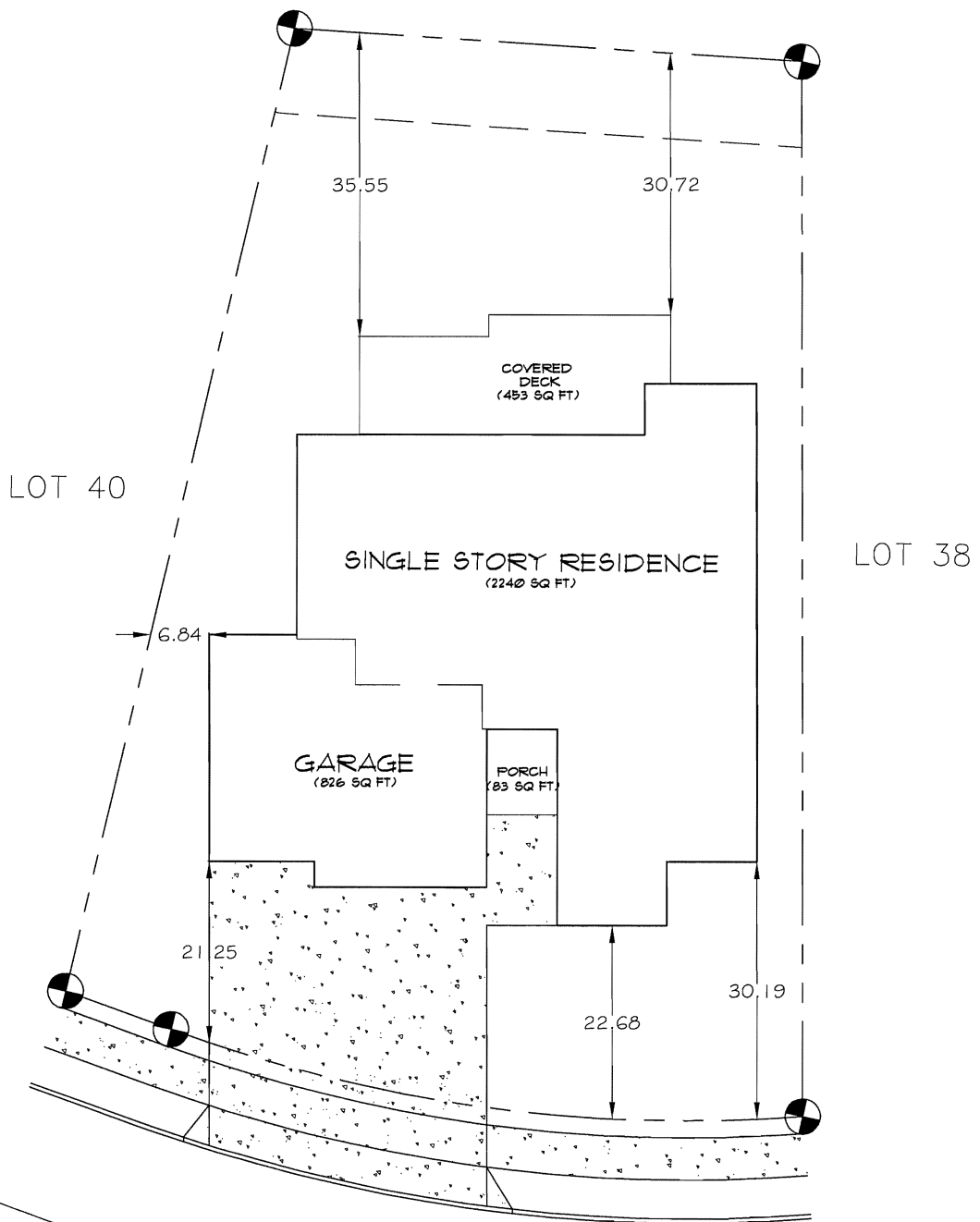
Very truly yours,

JORDAN RAMIS PC


James D. Howsley
Admitted in Washington and Oregon
jamie.howsley@jordanramis.com
WA Direct Dial (360) 567-3913
OR Direct Dial (503) 598-5592

Enclosures

cc: Client



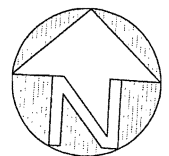
Lot Sq. Ft. = 9,017 sq. ft.
 Foot Print Sq. Ft. = 3,601 sq. ft.
 % Lot Coverage = 40%
 Total Impervious Surface = 3,992 sq. ft.

<- NW HOOD LOOP ->



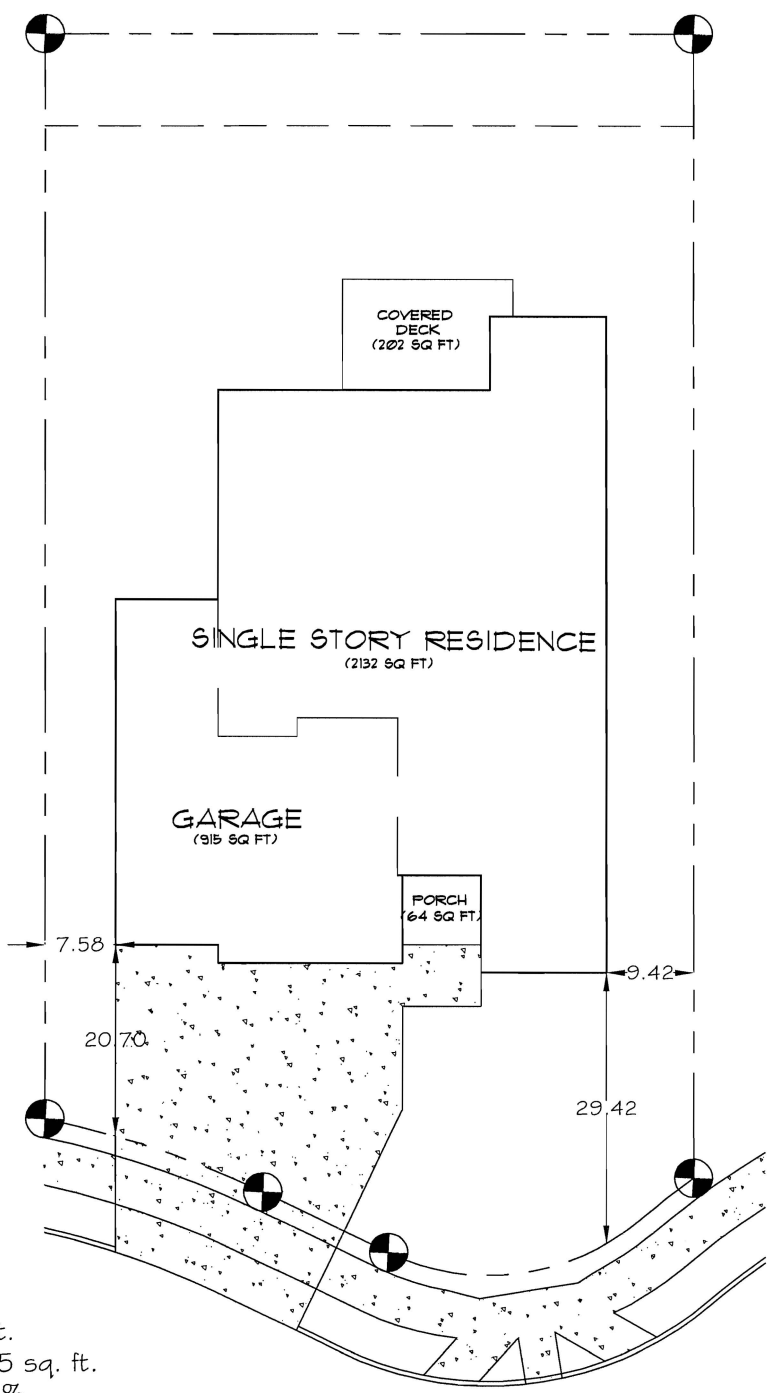
63088 NE 18TH STREET, SUITE 100
 BEND, OREGON 97701
 PH: (541) 385-6762 FAX: (541) 385-6742

Lot #	Lot 39 Lake Hills (Example)
Address:	TBD NW Hood Loop
Plan Name:	Single Story
Date:	3.19.15



Scale: 1"=20'

*DRIVEWAY, WALK, AND PATIO LAYOUTS ARE FOR REFERENCE ONLY AND NOT INTENDED TO BE THE EXACT DEPICTION OF THE FINAL PRODUCT
 * EXACT UTILITY CONNECTIONS AT RESIDENCE MAY VARY PER BUILDER'S DISCRETION



Lot Sq. Ft. = 8931 sq. ft.
 Foot Print Sq. Ft. = 3415 sq. ft.
 % Lot Coverage = 38.24%
 Total Impervious Surface = sq. ft.

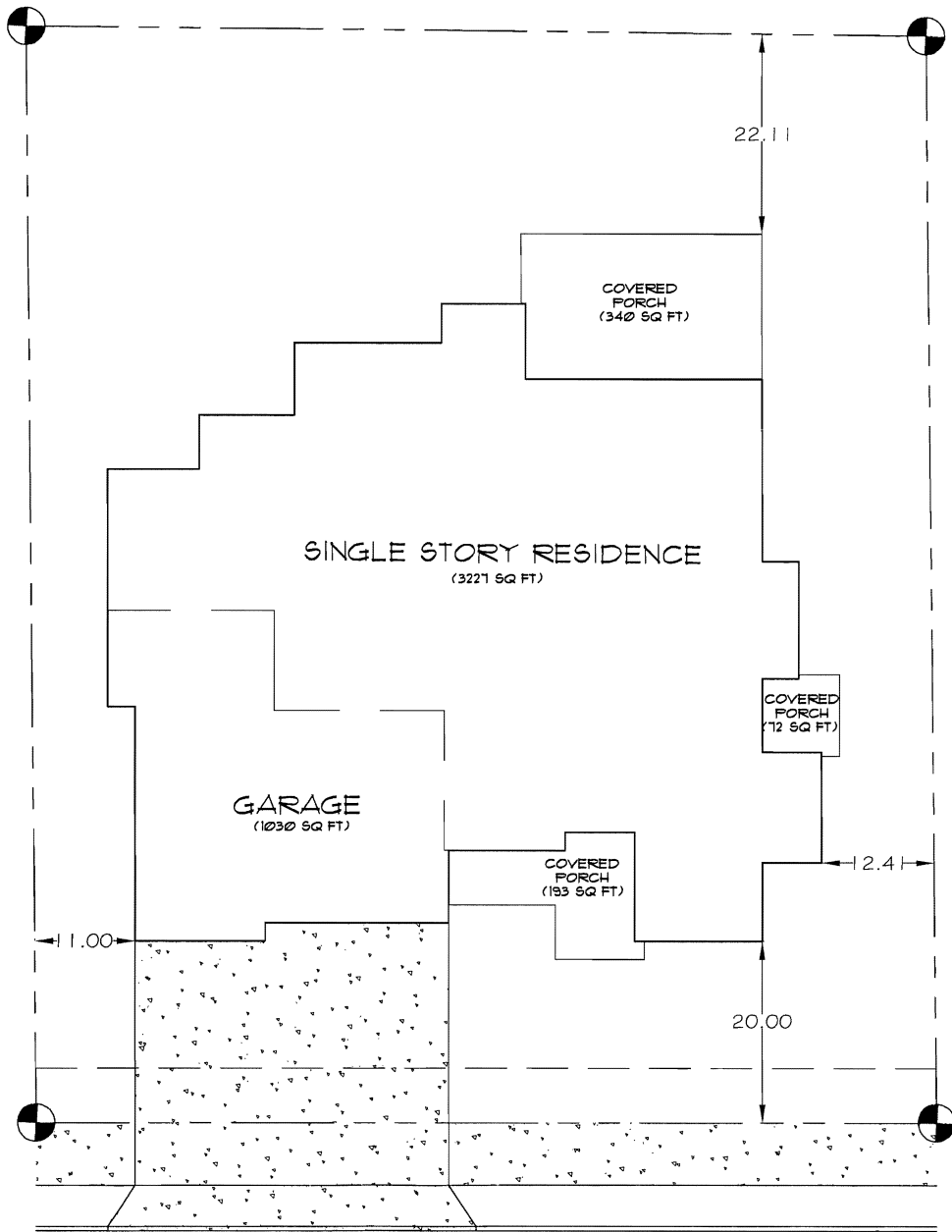
<-NW Hood Court->

Pahlisch Homes
 63088 NE 18TH STREET, SUITE 100
 BEND, OREGON 97701
 PH: (541) 385-6762 FAX: (541) 385-6742

Lot #	Lot 27 Lake Hills (Example)
Address:	TBD NW Hood Court
Plan Name:	Single Story
Date:	3.18.15

Scale: 1"=20'

* DRIVEWAY, WALK, AND PATIO LAYOUTS ARE FOR REFERENCE ONLY AND NOT INTENDED TO BE THE EXACT DEPICTION OF THE FINAL PRODUCT
 * EXACT UTILITY CONNECTIONS AT RESIDENCE MAY VARY PER BUILDER'S DISCRETION



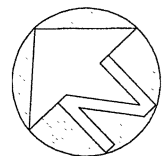
<-NW Lake Place->

Lot Sq. Ft. = 11,923 sq. ft.
 Foot Print Sq. Ft. = 4,941 sq. ft.
 % Lot Coverage = 41.5%



63088 NE 18TH STREET, SUITE 100
 BEND, OREGON 97701
 PH: (541) 385-6762 FAX: (541) 385-6742

Lot # Lot 46 Lake Hills (Example)
 Address: TBD NW Lake Place
 Plan Name: Single Story
 Date: 3.18.15



Scale: 1"=20'

* DRIVEWAY, WALK, AND PATIO LAYOUTS ARE FOR REFERENCE ONLY AND NOT INTENDED TO BE THE EXACT DEPICTION OF THE FINAL PRODUCT
 * EXACT UTILITY CONNECTIONS AT RESIDENCE MAY VARY PER BUILDER'S DISCRETION

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VIA E-MAIL

April 17, 2015

Sarah Fox
City of Camas
616 NE 4th Avenue
Camas WA 98607

Re: **Text Amendment**
Our File No. 51893-71648

Dear Sarah:

Following up on our recent meeting, thank you for sending over the staff report from File No. CMC13-01, which was the last time the lot coverage issue was reviewed by the City. Of particular interest is the staff's intention to "better match" the lot coverage standard with the setback standards.

The lot coverage is more restrictive than the setbacks, and the larger the lot, the wider the difference between the smaller footprint allowed by the lot coverage and the larger buildable area that conforms with the setbacks. As you know, when a builder contemplates placement of a house on a lot, the first step is to draw the setback lines, which delineates the buildable area within the lot. Then the footprints of various house designs are superimposed on the buildable area, to determine which houses will fit.

Figure 1 of the staff report clearly illustrates how much surplus area can result when the generic maximum size house under the lot coverage standards is superimposed on the larger lot and its buildable area. At the hearing, we will submit drawings to show specifically how the mismatch affects the three lots at Lake Hills previously presented.

And pursuant to your request, attached is a revised CMC Table 2 which shows the proposed amendments highlighted in yellow, including a new Note 6, which clarifies that outdoor living space is not included in the lot coverage calculation.

The next task is to schedule the Planning Commission hearing, which we hope can occur on May 12. Would you kindly confirm that we are on the agenda for that date, and let us know if there is any additional information that we can provide.

Sarah Fox
April 16, 2015
Page 2

Thanks again for your assistance, and we look forward working with you at the hearing to harmonize the current mismatch between these different standards.

Very truly yours,

JORDAN RAMIS PC



James D. Howsley
Admitted in Washington and Oregon
jamie.howsley@jordanramis.com
WA Direct Dial (360) 567-3913
OR Direct Dial (503) 598-5592

Attachment

cc: Pahlisch Homes (by e-mail)

18.09.040 Table 2—Density and dimensions—Single-family residential zones¹.**Density and Dimensions for Single-family Residential Zones¹**

	R-5	R-6	R-7.5	R-10	R-12	R-15	R-20
A. Standard New Lots							
Maximum density (dwelling units/gross acre)	8.7	7.2	5.8	4.3	3.6	2.9	2.1
Average lot area (square feet) ⁵	5,000	6,000	7,500	10,000	12,000	15,000	20,000
Minimum lot size (square feet)	4,000	4,800	6,000	8,000	9,600	12,000	16,000
Maximum lot size (square feet) ⁴	6,000	7,200	9,000	12,000	14,400	18,000	24,000
Minimum lot width (feet)	50	60	70	80	90	100	100
Minimum lot depth (feet)	80	90	90	100	100	100	100
Maximum building lot coverage	45%	40%	40%	35%	30%	30%	30%
Maximum building height (feet) ³	35	35	35	35	35	35	35
B. Density Transfer Lots¹							
Maximum density (dwelling units/gross acre)	8.7	7.2	5.8	4.3	3.6	2.9	2.1
Minimum lot size (square feet)	3,500	4,200	5,250	7,000	8,400	10,500	14,000
Maximum lot size (square feet) ⁴	6,000	7,200	9,000	12,000	14,400	18,000	24,000
Minimum lot width (feet) ¹	40	50	60	60	70	80	90
Minimum lot depth (feet) ¹	80	80	80	90	90	100	100
Maximum building lot coverage	45%	40%	40%	40%	35%	35%	30%
Maximum building height (feet) ³	35	35	35	35	35	35	35
The following standards of (C) and (D) are not zone specific.							
C. Setbacks based on average lot sizes (not zone specific)²	Up to 4,999 sq. ft.	5,000 to 7,499 sq. ft.	7,500 to 9,999 sq. ft.	10,000 to 11,999 sq. ft.	12,000 to 14,999 sq. ft.	15,000 to 19,999 sq. ft.	20,000 or more sq. ft.
Minimum front yard (feet)	15	20	20	20	25	30	30
Minimum side yard and corner lot rear yard (feet)	5	5	5	5	10	15	15
Minimum side yard flanking a street (feet)	15	20	20	20	25	30	30
Minimum rear yard (feet)	20	25	25	25	30	35	35
Minimum lot frontage on a cul-de-sac or curve (feet)	25	30	30	30	35	40	40
D. Maximum building lot coverage based on lot sizes.	45%	40%	40%	40%	40%	40%	40%

Notes:

1. For additional density provisions, see CMC Sections 18.09.060 through 18.09.180.

2. Setbacks may be reduced to be consistent with average lot sizes of the development in which it is located. Notwithstanding the setbacks requirements of this chapter, setbacks and/or building envelopes clearly established on an approved plat or development shall be applicable.
3. Maximum building height: three stories and a basement, not to exceed height listed.
4. For parcels with an existing dwelling, a ~~one-time~~one-time exception may be allowed to partition from the parent parcel a lot that exceeds the maximum lot size permitted in the underlying zone. Any further partitioning of the parent parcel or the oversized lot must comply with the lot size requirements of the underlying zone.
5. Average lot area is based on the square footage of all lots within the development or plat. The average lot size may vary from the stated standard by no more than five hundred square feet.

Sarah Fox

From: Joseph Schaefer <joseph.schaefer@jordanramis.com>
Sent: Tuesday, July 07, 2015 3:40 PM
To: Sarah Fox
Cc: Jamie Howsley
Subject: File #MC15-03 - Lot Coverage Text Amendment

Sarah:

We wanted to circle back with revised language to address the concern that the proposed text could open the door for carports, storage, and similar unintended uses.

The current proposed text is: "Outdoor living areas which are under roof cover but not fully enclosed by walls, and are attached to dwelling units, are not included in lot coverage."

We now suggest: "Furnished outdoor living areas which are under roof cover but not fully enclosed by walls, and are attached to the rear elevation of dwelling units, are not included in lot coverage."

Please let us know your thoughts.

JOSEPH SCHAEFER | Land Use Planner
Jordan Ramis PC | Attorneys at Law
Direct: 360-567-3919 Main: 503-598-7070
Cell: 503-819-4764

Portland OR | Vancouver WA | Bend OR
www.jordanramis.com

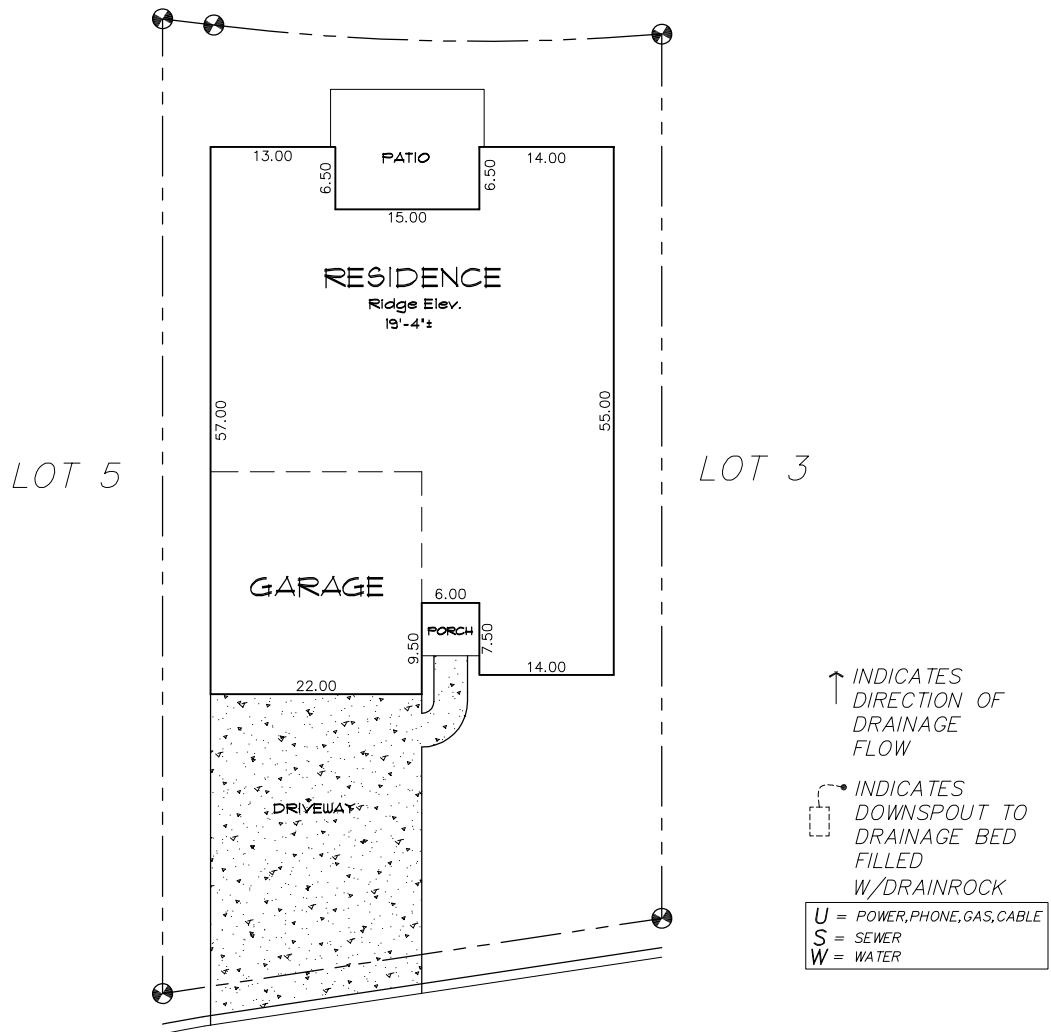
1499 Tech Center Place, Suite 380
Vancouver, WA 98683

Two Centerpointe Drive, 6th Floor
Lake Oswego, Oregon 97035

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ALL SURFACE & STORM WATER
TO BE RETAINED ON SITE.



Lot Sq. Ft. = 4,985 sq. ft. <—N.W. BOULDER RIDGE LOOP—>
 Building Foot Print Sq. Ft. = 2,211 sq. ft. (PRIVATE ROW)
 (1,708 House + 503 Garage)
 Outdoor Covered Area Sq. Ft. = 227 sq. ft.
 (5% Exclusion = 249)
 % Lot Coverage = 44.35%
 Total Impervious Surface = 3,105 sq. ft.



63088 NE 18TH STREET, SUITE 100
 BEND, OREGON 97701
 PH: (541) 385-6762 FAX: (541) 385-6742

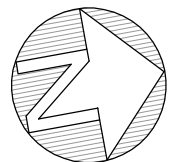
Subdivision: River's Edge - Phase 16

Lot#: 4

Address: 2623 NW Boulder Ridge Loop

Plan Name: Sonoma 2-P-1708-1

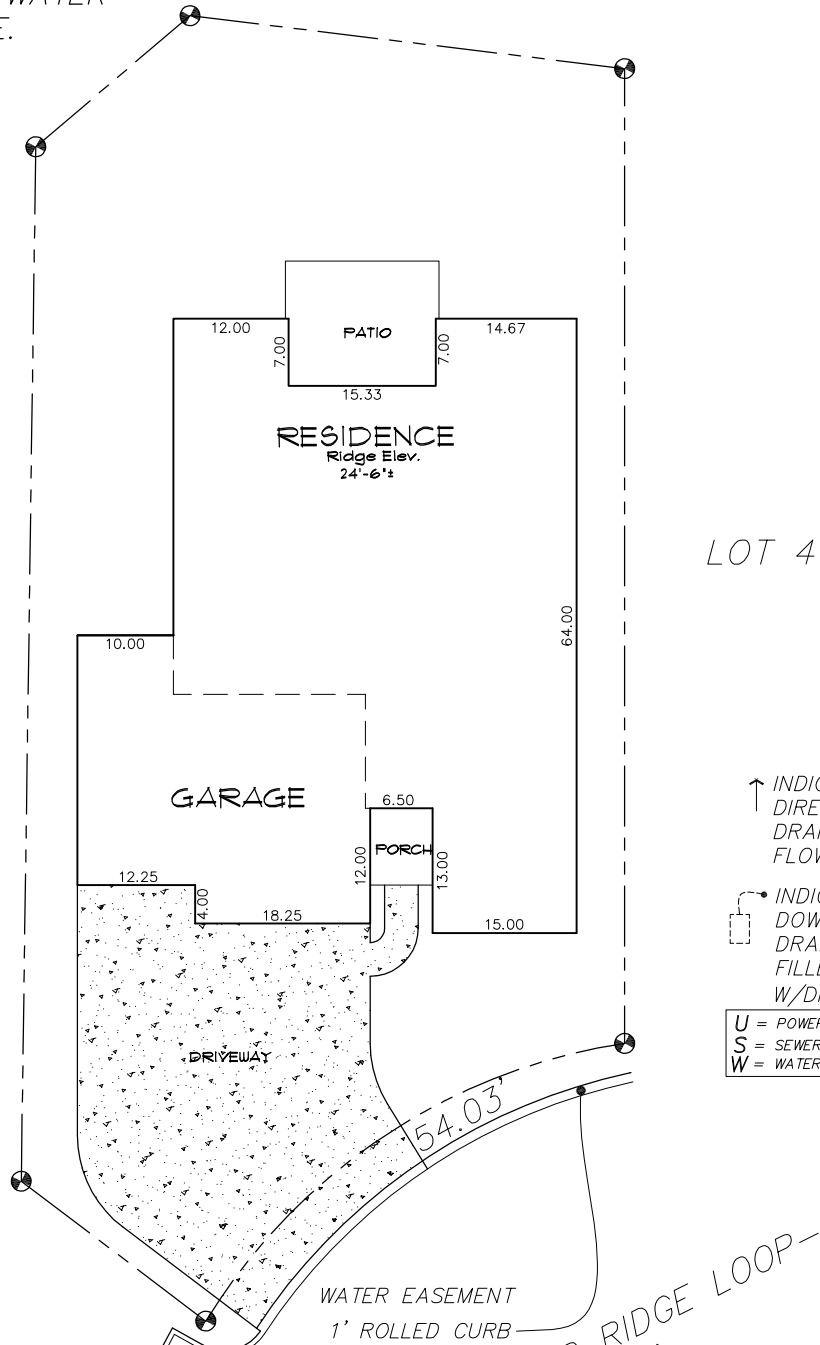
Date: 7.6.2015



Scale: 1"=20'

* DRIVEWAY, WALK, AND PATIO LAYOUTS ARE FOR REFERENCE ONLY AND NOT INTENDED TO BE THE EXACT DEPICTION OF THE FINAL PRODUCT
 * EXACT UTILITY CONNECTIONS AT RESIDENCE MAY VARY PER BUILDER'S DISCRETION

ALL SURFACE & STORM WATER
TO BE RETAINED ON SITE.



↑ INDICATES
DIRECTION OF
DRAINAGE
FLOW

INDICATES
DOWNSPOUT TO
DRAINAGE BED
FILLED
W/DRAINROCK

U = POWER,PHONE,GAS,CABLE
S = SEWER
W = WATER

Lot Sq. Ft. = 7,233 sq. ft.
Building Foot Print Sq. Ft. = 2,727 sq. ft.
(2,005 House + 722 Garage)
Outdoor Covered Area Sq. Ft. = 255 sq. ft.
(5% Exclusion = 362)
% Lot Coverage = 37.70%
Total Impervious Surface = 4,044 sq. ft.

←-N.W. BOULDER RIDGE LOOP-→
(PRIVATE ROW)



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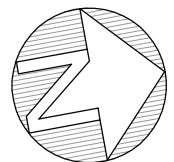
Subdivision: River's Edge - Phase 16

Lot#: 5

Address: 2615 NW Boulder Ridge Loop

Plan Name: Pinehurst 3-C-2005-1

Date: 7.6.2015



Scale: 1"=20'

* DRIVEWAY, WALK, AND PATIO LAYOUTS ARE FOR REFERENCE ONLY AND NOT INTENDED TO BE THE EXACT DEPICTION OF THE FINAL PRODUCT
* EXACT UTILITY CONNECTIONS AT RESIDENCE MAY VARY PER BUILDER'S DISCRETION

ORDINANCE NO. 15-012

AN ORDINANCE repealing and replacing Camas Municipal Code Chapter 18.22, relating to Mixed Use Planned Developments, and amending the Commercial and Industrial Uses Table as set forth in Camas Municipal Code Section 18.07.030 – Table 1.

WHEREAS, certain amendments were proposed to Camas Municipal Code Chapter 18.22, relating to Mixed Used Planned Developments, to maintain the flexibility of the chapter and to better clarify procedures; and

WHEREAS, the Planning Commission held a public hearing on June 16, 2015, to consider the proposed revisions; and

WHEREAS, the Planning Commission favorably recommended to forward the amendments to the City Council; and

WHEREAS, the City Council held a public hearing on August 3, 2015, to consider the proposed revisions;

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

Section I

Camas Municipal Code Chapter 18.22 – Mixed Use Planned Developments – is hereby repealed and shall be replaced and said chapter renamed as per the provisions as set forth in Exhibit “A”, attached hereto and by this reference incorporated herein.

Section II

Camas Municipal Code Section 18.07.030 – Table 1 – Commercial and Industrial Uses – is hereby amended as set forth in Exhibit “B”, attached hereto and by this reference incorporated herein.

Section III

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

PASSED by the Council and APPROVED by the Mayor this _____ day of August, 2015.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

CMC Chapter 18.22 – Mixed Use Planned Development Overlay (MXPDP)

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 overlay 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 overlay zone are intended to achieve a pedestrian friendly, active, and interconnected environment with a diversity of uses.

18.22.020 – Applicability

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

18.22.030 – Definitions

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

"Base zone or underlying zone" means the zoning district of the properties, which the overlay zone is applied. The standards of the overlay zone are in addition to those standards and criteria of the underlying zoning district.

"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.

"Master plan" as used in this chapter, is 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.

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 commercial uses; or
 2. As multi-family 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 under CMC Section 18.07.030 Table 1 for Community Commercial.

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.

18.22.060 - Process

- A. General. The applicant for a development in the MXP zone shall be required to submit a proposed master plan, as defined in Section 18.22.030 of this chapter, and a proposed development agreement as authorized under RCW Chapter 36.70B.
- B. Contents. The proposed master plan shall include the following information:
 - 1. Boundaries. A legal description of the total site proposed for development is required.
 - 2. Uses and Functions. The master plan must include a description of present uses, affiliated uses, and proposed uses. The description must include information about the general amount and type of functions of the use, the hours of operation, and the approximate number of member employees, visitors, and special events. For projects that include residential units, densities, number of units, and building heights must be indicated.
 - 3. Critical Areas. All critical areas shall be identified on the master plan
 - 4. Transportation. The master plan shall include information on projected transportation impacts for each phase of the development. This includes the expected number of trips (peak and daily), an analysis of the impact of those trips on the adjacent street system, and the proposed mitigation measures to limit any projected negative impacts. Mitigation measures may include improvements to the street system, or specific programs to reduce traffic impacts, such as encouraging the use of public transit, carpool. A transportation impact study may be substituted for these requirements.
 - 5. Circulation. The master plan shall address on-site and integration with off-site circulation of pedestrians, bicycles, and vehicles. All types of circulation on and off the site shall be depicted in their various connections throughout the project, and their linkages to the project and adjacent properties.
 - 6. Phases. The master plan shall identify proposed development phases, probable sequence of future phases, estimated dates, and interim uses of the property awaiting development. In addition, the plan shall identify any proposed temporary uses, or locations of uses during construction periods.
 - 7. Density. The master plan shall calculate the proposed residential density for the development, which shall include the number and types of dwelling units.
 - 8. Conceptual Utility Plans. Utility plans should generally address stormwater treatment and detention areas on the site, existing utilities, proposed utilities, and where connections are being made to existing utilities.
- C. Design Review Committee. The proposed master plan shall be reviewed by the Design Review Committee and their recommendations must be forwarded to City Council to be consolidated with any other required approvals.
- D. Approval. The master plan and development agreement must be approved by the city council after a public hearing. Once approved, the applicant may submit individual site plans for various portions or phases of the master plan, which will provide engineering and design detail, and which will demonstrate consistency with the originally approved master plan and other applicable standards. Individual site plans shall comply with requirements in CMC Chapter 18.18 Site Plan Review, and be processed in accordance with that chapter. It is the intent that site plans shall not be required to reanalyze the environmental and other impacts, which were previously analyzed in the master plan and approved by Council.

- E. Site Construction. Subsequent to approval of a master plan, the property owner must develop and submit construction plans and specifications in substantial conformance to the MXPD master plan, and obtain engineering approval for installation of improvements.
- F. Building Permits Required. Approval of a master plan and development agreement does not constitute approval to obtain building permits or begin construction of the project. Building permits may be issued after a site construction plan has been approved in compliance with the master plan, development agreement and other applicable city standards.

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 figure shall generally be consistent to the number of jobs produced that would otherwise occur in the base zoning districts, which is typically 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.
- 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.
- C. Off-Street Parking and Loading. Off-street parking and loading shall be provided in accordance with CMC Chapter 18.11 Parking, unless reduced as allowed in this chapter (see subsection 18.22.100-Incentives).
- 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.
- 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.
- 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.

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

18.22.080 - Landscape requirements and buffering standards

- A. Minimum landscaping or open space, as a percent of gross site area, shall be a minimum of 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 (this column)	Single-Family		Multifamily		Commercial		Office		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 Multifamily	5' L2	5' L1	10' L1	5' L1	10' L3	5' L2	5' L2	10' L2	10' L2 and 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 and F2 Fence	L2	10' L2 and F2 Fence	L2	L3	L2	10' L3	L2	5' L2	5' L1
Office, Public facilities, and other uses not listed above	5' L1	5' L1	5' L2	10' L1	10' L3	10' L2	10' L2	10' L2	10' L2 and F2 Fence	10' L3

- 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. 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 42-inch 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. Landscaping required for stormwater management purposes may not be used to satisfy the landscaping area requirements of this chapter, unless integrated as a park-like feature of the overall plan (not a fenced area)..
 - 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.

18.22.090 – Reserved

18.22.100 – Incentives

- A. Parking Reduction. A reduction to the standard parking requirements of CMC Chapter 18.11-Parking, exclusive of ADA parking requirements, may be granted as follows:
1. When the MXPDP implements the following actions in Table 2-Incentives; or
 2. A twenty percent reduction when the MXPDP includes underground or structured parking. A combination of both (1) and (2) is allowed,

Table 2 -Incentives

Action	Reduction
Construction of a meandering walkway connection to an arterial	1%
Installation of on-site sheltered bus-stop (with current or planned service), or bus stop within ¼ mile of site with adequate walkways, if approved by C-TRAN	1%
Installation of bike lockers	1%
Connection to existing or future regional bike trail	1%
Direct walk/bikeway connection to destination activity (such as a commercial/retail facility, park, school, etc.) if residential development, or to origin activity (such as a residential area) if commercial/retail facility	1% if existing, 2% if constructed
Installation of parking spaces which will become paid parking (by resident or employee)	3%
Installation of preferential carpool/vanpool parking facilities	1%
Total, if all strategies were implemented	10%

The following are amendments to the table, and no other amendments to the table are provided.

CMC Chapter 18.07.030-Table 1 Commercial and Industrial Uses

Residential Uses in Commercial and Industrial Zones	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Adult family home	C	P	P	X	P	X	X	X	X
Assisted living	C	P	P	X/P ¹⁰	P	X	X	X	X
Bed and breakfast	P	P	P	X	P	X	X	X	X
Designated manufactured home	X	X	X	X	P	X	X	X	X
Duplex or two-family dwelling	X	C/P ⁷	X	X	P	X	X	X	X
Group home	C	P	P	X	P	X	X	X	X
Home occupation	P	P	P	X/P ¹⁰	P	X	X	X	X
Housing for the disabled	P	P	P	X/P ¹⁰	P	X	X	X	X
Apartment, multi-family development	X	C/P ⁷	X/P ¹⁰	X/P ¹⁰	P	X	X	X	X
Residence accessory to and connected with a business	P	P	P	X/P ¹⁰	P	X	X	X	X
Single-family dwelling	X	X	X	X	P	X	X	X	X

10. Allowed as approved in a Mixed Use Planned Development (MXPDP) overlay area.

Industrial Uses, specifically to the land uses that would be allowed in an MXPDP overlay area. Approval of an overlay zone requires a public hearing.

In summary, the purpose statement of the MXPDP chapter reads, “*The city recognizes that opportunities for employment may be increased through the development of master-planned, mixed use areas.*” There are statements throughout the chapter that emphasize that a mix of uses is required, with no single use dominating the project. **The proposed amendments are intended to maintain the flexibility of this chapter, and to better clarify procedures.**

RECOMMENDATION

That Council conducts a public hearing, accepts testimony, deliberates and makes a motion as follows:

- 1. To repeal and replace CMC Chapter 18.22 MXPDP per Attachment “A”**
- 2. To amend CMC §18.07.030-Table 1 Commercial and Industrial Uses.**

ATTACHMENT

A. Proposed Amendments to CMC Chapter 18.22 MXPDP

EXHIBITS

1. Letter from Melanie Poe of Landerholm, February 19, 2015, to propose amendments to CMC Chapter 18.22 MXPDP.
2. Letter from Lugliani Investments, March 16, 2015, which comments on proposed amendments and mixed use zoning in select cities.
3. Memorandum from Staff to Planning Commission, March 17, 2015, to respond to public comments.
4. Memorandum from Staff to Planning Commission, March 17, 2015, “A Sample of Mixed Use Codes in our Region”
5. Email correspondence from Randy Printz of Landerholm, May 12, 2015, confirming that no changes will be proposed to the code as it was presented at the March 17, 2015 public hearing.

CMC Chapter 18.07.030-Table 1 Commercial and Industrial Uses

The following amendments to Camas Municipal Code(CMC), Chapter 18.07.030-Table 1 (below) are to provide clarity to the proposed amendments to the language at **CMC§18.22.040 Allowed Uses**.

Residential Uses in Commercial and Industrial Zones	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Adult family home	C	P	P	X	P	X	X	X	X
Assisted living	C	P	P	X/P ¹⁰	P	X	X	X	X
Bed and breakfast	P	P	P	X	P	X	X	X	X
Designated manufactured home	X	X	X	X	P	X	X	X	X
Duplex or two-family dwelling	X	C/P'	X	X	P	X	X	X	X
Group home	C	P	P	X	P	X	X	X	X
Home occupation	P	P	P	X/P ¹⁰	P	X	X	X	X
Housing for the disabled	P	P	P	X/P ¹⁰	P	X	X	X	X
Apartment, <u>multi-family development</u>	X	C/P'P	X/P ¹⁰	X/P ¹⁰	P	X	X	X	X
Residence accessory to and connected with a business	P	P	P	X/P ¹⁰	P	X	X	X	X
Single-family attached (e.g. rowhouses)	X	C/P'	X	X	P	X	X	X	X
Single-family dwelling	X	X	X	X	P	X	X	X	X

(In addition to notes 1-9) 10. Allowed as approved in a Mixed Use Planned Development (MXPDP) overlay area.

CMC Chapter 18.22 – Mixed Use Planned Developments Overlay(MXPDP)

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 overlay 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 overlay zone are intended to achieve a pedestrian friendly, active, and interconnected environment with a diversity of uses.

18.22.020 – Applicability

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

18.22.030 – Definitions

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

“Base zone or underlying zone” means the zoning district of the properties, which the overlay zone is applied. The standards of the overlay zone are in addition to those standards and criteria of the underlying zoning district.

“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, ~~is 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.

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~~commercial uses;
or
 - 2. As ~~single~~multi-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~~allowed in the underlying zone. under CMC Section 18.07.030 Table 1 for Community Commercial.

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, ~~including units that is not otherwise contained located on the ground floor of~~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.

18.22.060 - Process

- A. General. The applicant ~~for a development in the MXP zone~~ shall be required to submit a proposed master plan, as defined in Section 18.22.030 of this chapter, and a proposed development agreement as authorized under RCW Chapter 36.70B.
- B. Contents. The proposed master plan shall include the following information:
 - 1. Boundaries. A legal description of the total site proposed for development is required.
 - 2. Uses and Functions. The master plan must include a description of present uses, affiliated uses, and proposed uses. The description must include information about the general ~~amount square footage and type of functions~~offer the use, the hours of operation, and the approximate number of member employees, visitors, and special events. For projects that include residential units, densities, number of units, and building heights must be indicated.
 - 3. Critical Areas. All critical areas shall be identified on the master plan. ~~(that is available per Clark County GIS mapping and any other known sources, i.e. professional studies performed on the site, prior applications, etc.). Critical areas shall include, but are not limited to, wetlands, floodplains, fish and wildlife habitat areas, geologically hazardous areas, and aquifer recharge areas.~~

4. Transportation. The master plan shall include information on projected transportation impacts for each phase of the development. This includes the expected number of trips (peak and daily), an analysis of the impact of those trips on the adjacent street system, and the proposed mitigation measures to limit any projected negative impacts. Mitigation measures may include improvements to the street system, or specific programs to reduce traffic impacts, such as encouraging the use of public transit, carpool. A transportation impact study may be substituted for these requirements.
5. Circulation. The master plan shall address on-site and integration with off-site circulation of pedestrians, bicycles, and vehicles. All types of circulation on and off the site shall be depicted in their various connections throughout the project, and their linkages to the project and adjacent properties.
6. Phases. The master plan shall identify proposed development phases, probable sequence of future phases, estimated dates, and interim uses of the property awaiting development. In addition, the plan shall identify any proposed temporary uses, or locations of uses during construction periods.
7. Density. The master plan shall calculate the proposed residential density for the development, which shall include the number and types of dwelling units.
8. Conceptual Utility Plans. Utility plans should generally address stormwater treatment and detention areas on the site, existing utilities, proposed utilities, and where connections are being made to existing utilities.

C. Design Review Committee. The proposed master plan shall be reviewed by the Design Review Committee and their recommendations must be forwarded to City Council to be consolidated with any other required approvals.

D. Approval. The master plan and development agreement must be approved by the city council after a public hearing. Once approved, the applicant may submit individual site plans for various portions or phases of the master plan, which will provide engineering and design detail, and which will demonstrate consistency with the originally approved master plan and other applicable engineering standards. Individual Site site plans shall comply with design review requirements in CMC Chapter 18.19-18 Design Review Site Plan Review, and be processed in accordance with that chapter. of this code. It is the intent of this section that site plans shall not be required to reanalyze the environmental and other impacts of the site plan, which were previously analyzed in the master plan and development agreement processes and approved by Council.

DE. Site Construction. Subsequent to approval of a master plan, the property owner must develop and submit construction plans and specifications in substantial conformance to the MXPDP master plan, and obtain engineering approval for installation of improvements.

F. Building Permits Required. Approval of a master plan and development agreement does not constitute approval to obtain building permits or begin construction of the project. Building permits shall may be issued only after a site construction plan has been submitted approved in demonstrating compliance with the master plan, development agreement and other applicable city standards, and has been approved by the city.

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~~ the base zoning districts. ~~The, which is typically 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.
- 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.
- 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, unless reduced as allowed in this chapter (see subsection 18.22.100-Incentives).~~
- 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.
- 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.
- 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.
- 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.
- I. **Design Review.** The proposed development satisfies the standards and criteria as set forth in ~~the Building Design from the~~ Camas Design Review Manual: Gateways, Commercial, Mixed Use and Multi-Family Uses, ~~unless otherwise proposed for modification.~~

18.22.080 - Landscape requirements and buffering standards

- A. Minimum landscaping or open space, as a percent of gross site area, shall be a minimum of 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 (<u>this column</u>)	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 Multi-Family	5' L2	5' L1	10' L1	5' L1	10' L3	5' L2	5' L2	10' L2	10' L2 w/and 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/and F2 Fence	L2	10' L2 and w/ F2 Fence	L2	L3	L2	10' L3	L2	5' L2	5' L1
Office, Public facilities, and other uses not listed above Residential Single-Family	5' L1	5' L1	5' L2	10' L1	10' L3	10' L2	10' L2	10' L2	10' L2 w/and F2 Fence	10' L3

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~~42-inch 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. Landscaping ~~required areas~~ required for stormwater management purposes may not be used to satisfy the landscaping area requirements of this chapter, unless integrated as a park-like feature of the overall plan (not a fenced area), 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.

18.22.090 – Reserved 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.~~

18.22.100 - Incentives

A. Parking Reduction. A reduction to the standard parking requirements of CMC Chapter 18.11-Parking, exclusive of ADA parking requirements, may be granted as follows:

1. When the MXPDP implements the following actions in Table 2-Incentives; or

1-2. A twenty percent reduction when the MXPDP includes underground or structured parking. A combination of both (1) and (2) is allowed.

Table 2 -Incentives

Action	TIF-Reduction
Construction of direct a meandering walkway connection to an the nearest arterial	1%
Installation of on-site sheltered bus-stop (with current or planned service), or bus stop within ¼ mile of site with adequate walkways, if approved by C-TRAN	1%
Installation of bike lockers	1%
Connection to existing or future regional bike trail	1%
Direct walk/bikeway connection to destination activity (such as a commercial/retail facility, park, school, etc.) if residential development, or to origin activity (such as a residential area) if commercial/retail facility	1% if existing, 2% if constructed
Installation of parking spaces which will become paid parking (by resident or employee) ^{Note-1}	3%
Installation of preferential carpool/vanpool parking facilities ¹	1%
Total, if all strategies were implemented	10%

Note:

~~Automatic reduction for developing within the mixed-use planned development overlay or mixed use zone.~~

KATE'S CROSSING - MXPDP REVIEW

Melanie Poe

2/17/2014, revised 02/19/2015

Chapter 18.22 - MIXED USE PLANNED DEVELOPMENTS (MXPDP)

Sections: 6

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.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2547, § IX(Exh. F), 5-18-2009)

18.22.020 - Applicability.

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

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2547, § IX(Exh. F), 5-18-2009)

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.

"Flexible space" means space within a building that can be used as either residential or commercial space (or a combination of both) by virtue of its design and dimensions.

"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.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2547, § IX(Exh. F), 5-18-2009; Ord. No. 2612, § I(Exh. A), 2-7-2011)

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 **or flexible space** below the residential units; or
 - 2. As single-family attached **or multifamily** 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 **and Regional Commercial**.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2547, § IX(Exh. F), 5-18-2009; Ord. No. 2612, § I(Exh. A), 2-7-2011)

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. (Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2547, § IX(Exh. F), 5-18-2009)

18.22.060 - Process.

- A. General. The applicant **for a development in the requesting application of the MXPDP overlay zone on a proposed development site** shall be required to submit a proposed master plan, as defined in Section 18.22.030 of this chapter, and a proposed development agreement as authorized under RCW Chapter 36.70B.

Note: No other changes were proposed beyond this section of the chapter.

March 16, 2015

To: City of Camas Planning Commission

From: Lugliani Investment Co. LLC

RE: COMMENTS AND PROPOSED REVISIONS TO CAMAS MXPD OVERLAY DRAFT CODE

Introduction

Mixed use codes generally seek to implement smart development that can achieve the following benefits:

- Economic development and improved tax base;
- Revitalization of downtowns, main streets, and neighborhood centers
- Development of needed housing close to jobs and services; and the creation of jobs close to where people live
- Transportation choices and connectivity;
- Walkable communities and, where applicable, transit-supportive development;
- Decreased commuter road congestion;
- Efficient use of existing urban services and facilities, as an alternative to extending new facilities;
- Energy conservation through reduced reliance on the automobile; and
- Public cost savings (over sprawl development patterns).

(Commercial and Mixed Use Development Code Handbook, Oregon TGM Program, accessed 03-14-2015, <http://www.oregon.gov/LCD/docs/publications/commixedusecode.pdf>)

Keeping these and other mixed use goals in mind, we would like to provide the following comments on the City's Proposed Amendments to MXPD Codes:

Comment #1 – Approve addition of multifamily housing as part of MXPD development

CMC 18.07.030- Table 1 includes a change to allow multifamily development in Community Commercial and Residential Commercial zones as part of an MXPD planned area. This proposed change positively affects the ability of project developers to implement Mixed Use projects, and should be approved. The following sources support the inclusion of multifamily in mixed use projects:

“Providing the opportunity for mixed-use development is another way to accommodate housing demand and expand the housing choices available. Planned Unit Developments in commercial areas throughout the city will enhance the vitality of these areas by providing neighborhood retail services, a diversity of housing choices, and a link to existing pedestrian corridors in nearby neighborhoods.”

(Camas 2004 Comprehensive Plan, City of Camas, pg V-4, accessed 03-14-2004, <http://www.cityofcamas.us/images/DOCS/PLANNING/REPORTS/2004compplan.pdf>)

"...mixing certain types of housing into commercial zones can inject life into business districts. Multi-family housing in commercial zones should be allowed as a way for residents to reduce car travel for all daily activities, as well as a prime location for senior housing. Permitting multi-family buildings in a commercial zone allows developers to respond to several markets simultaneously, and broadens their ability to respond to changing market forces".

(Smart Development Code Handbook, Oregon TGM, accessed 03-14-2015,

<http://www.oregon.gov/LCD/TGM/Documents/SmartDevelopmentCodeHandbook%20OCR.pdf>

Comment #2: Remove or revise limits on residential density; revise limits on use by percentage of acreage

The City's proposed changes to the MXP code place limits on residential density, and also on residential use by percentage of acreage. These limits on residential use are not found in other Mixed Use codes (see survey below) and should be removed. Other Mixed Use codes actually encourage achieving the highest densities possible in Mixed Use projects in order to maximize compact form and smart growth. The limits in the MXP code hamper development by reducing the economic viability of projects. Limitations on residential components of Mixed Use projects will occur in other forms directly related to site design, such as parking requirements, setbacks and buffers, and will be reviewed at both the Master Plan and Site Plan levels.

The following table shows the differences in these measurements among a sample of Mixed Use codes, of cities under 60,000 in population:

SAMPLE MX CODE COMPARISON	Residential Density	Mix of Uses
City of Camas, WA (18.22)	Min. 8 units, Max. 24 units per net acre	25% min./ 50% max. (residential)
City of Tumwater, WA (18.20)	Min. 14 un/net ac, no Max.	No mix limits
City of Issaquah, WA (18.07.370)	No min or max	No mix limits
City of Tualatin, OR (Chapter 57)	Min. 25, max 50 units per net acre	No mix limits
Oregon City, OR (17.29)	Minimum FAR	No mix limits
City of La Mesa, CA (24.18.040)	For sites greater than 10,000 s.f.: Max. 40 un/ac. For sites less than 10,000 s.f.: Max. 30 un/ac.	No mix limits
City of Gardena, CA (18.19.060.C)	For sites less than ½ acre: Max. 20 un/ac For sites between ½ and 1 acre: Max. 25 un/ac For sites greater than 1 acre: Max. 30 un/ac	No mix limits

Draft CMC 18.22.070(A): ...The maximum average density shall be twenty-four dwelling units per net acre. Proposed change: Remove maximum density, or increase to 30 units per net acre.

Draft CMC 18.22.050: Required Mix of Uses ...No single use shall comprise less than 25% of the development area (i.e. residential, commercial and industrial) and no more than 50% of the net acreage of the master plan shall be residential, including units located on the ground floor of a mixed-use building... Proposed change: Remove maximum percentage required for mix of uses, and maintain minimum percentage of 25% to ensure adequate mix of uses.

The brief review of sample Mixed Use zones shows that the limits placed on residential uses in the draft MXPDP Overlay zone run counter to the purpose of both incentivizing higher densities in mixed use projects, and by extension, increasing the variety of housing available to employees in west Camas. Office and manufacturing employment opportunities located within the west Camas employment corridor are rebounding and will continue to increase, yet there are limited opportunities for housing in that same area for young professionals and one- or two-person householders (a rising demographic) who want to live near their workplace and also near retail and other amenities. Providing more variety in housing opportunities directly impacts the ability of businesses to attract and retain employees, thus influencing the economic climate in Camas.

Comment #3: Remove conflict in allowance of vertical mixed use buildings

The following sections in the proposed MXPDP draft code are in conflict, and should be resolved in favor of allowing vertically mixed use buildings:

Draft CMC 18.22.040(C): Commercial and retail uses are permitted, but not required, on the ground floor of multi-use buildings throughout the district. No changes proposed

Draft CMC 18.22.050: Required Mix of Uses ...No single use shall comprise less than 25% of the development area (i.e. residential, commercial and industrial) and no more than 50% of the net acreage of the master plan shall be residential, including units located on the ground floor of a mixed-use building... Proposed change: Remove maximum residential percentage (as previously proposed) including conflicting language “including units located on the ground floor of a mixed use building”.

Comment #4: Include shared (joint) parking agreements in Table 2 Incentives for parking reduction

Shared parking agreements are borne out of locating a mix of uses in close proximity, and result in reduced parking requirements. Reduced parking requirements are viable in a development that provides alternating use requirements (day time and night time activities) and are supported

by the provision of alternative transportation facilities such as pedestrian and bike connections, as well as proximity to transit and work opportunities.

Table 2 Proposed change: Add “Shared Parking Agreement” under Action column, and “per CMC 18.11.070” under Reduction column.

Comment #5: Add Live/Work as a commercial use

Live-work units can be important components of mixed use developments. These types of units create incubator spaces for emerging businesses and artists, help activate neighborhood streets, and reduce traffic trips. Such spaces also provide transitions between residential and commercial uses, particularly enhancing the pedestrian environment. Both large and small cities, such as Seattle and Sumner, have provided for live-work housing.

(MRSC of Washington, Mixed Use, accessed 03-15-15, <http://mrsc.org/Home/Explore-Topics/Planning/Development-Types-and-Land-Uses/Mixed-Use.aspx>)

The additional of Live/Work units as a use is also important as the emphasis on business activation is the flip side of the intent of the Home Occupation use. Live/Work units focus on the creation and maintenance of the “work” side of the live/work balance, by establishing minimum criteria for maintenance of business uses, whereas Home Occupation codes seek to limit the exposure and activity of the business.

Proposed change: Add “Live/Work” definition to CMC 18.03.030:

A live/work unit is defined as a single unit (e.g., studio, loft, or one bedroom) consisting of both a commercial/office and a residential component that is occupied by the same resident. The live/work unit shall be the primary dwelling of the occupant.

**Proposed change: Add “Live/Work” as a Commercial use in CMC Chapter 18.07.030-
Table 1 Commercial and Industrial Uses**

Commercial Uses in Commercial and Industrial Zones	NC	DC	CC	RC	MX	BP	L/BP	LI	HI
Live/Work units	X/P ¹⁰	X/P ¹⁰	X/P ¹⁰	X/P ¹⁰	X/P ¹⁰	X	X	X	X

(in addition to notes 1-9) 10. Allowed as approved in a Mixed Use Planned Development (MXPD) overlay area.

Proposed change: Add “Live/Work” as an Allowed Use in CMC 18.22.040 Allowed Uses:

E. Live-work:

a. Professional, administrative, and business uses;

- b. Repair services (excluding auto related repair services);
- c. Retail sales and service;
- d. Studios (art, photography, copywriter, film/video).

Proposed change: Create Live/Work Standards section as CMC 18.22.110 Live/Work Standards:

A. Live/work standards: Live/work units and buildings are subject to the following standards:

1. Work on the premises of a live/work unit shall be limited to persons who live in the live/work unit. Living and working spaces shall not be rented or sold separately. The owner/occupant of a live/work unit shall notify the City of any change in use or occupancy. Any change of use or occupancy shall comply with the uses identified in this Section and will require a new Certificate of Occupancy. The commercial square footage initially approved for live-work areas within a unit shall remain commercial in nature and shall not be converted to residential use with subsequent owners.
2. Off-street loading will be accomplished by the temporary use of planned parking spaces, or in parking spaces limiting a vehicle's permitted parking time (e.g., parking stalls designated with twenty minute parking limits).
3. Live/work units and buildings must comply with any requirements imposed by the building, fire, community development, police, and public works departments intended to protect the public health, safety and welfare.
4. An administrative approval or conditional approval of the commercial/work component of the live/work units shall be granted to the owner of the unit. Approvals of commercial uses may not be transferred between units. A copy of all conditions of the approval of the project shall be provided to all future owners/occupants of the building prior to their execution of a lease or purchase agreement for the live/work unit. Project conditions are required to be recorded with the County Recorder's Office prior to exercise of entitlement.
5. Businesses using commercial vehicles are prohibited.



To: Bryan Beel, Chair
Planning Commission
From: Staff
Date: March 17, 2015

MEMORANDUM

The City received responses to the proposed revisions to the MXPDP Overlay. This memorandum will address a few of the comments raised and provide clarification as necessary. *Lugliani Investments was aware that the City was proposing to bring forward amendments to this Chapter dating back to January 28, 2015 and was asked for input.*

The proposed changes to Chapter 18.22 MXPDP are at the direction of City Council. City Council adopted the 2014 Comprehensive Plan amendments on December 15, 2014, and one of the decisions included, "Development of a mixed use development standards, which could be applied to commercially designated properties". The proposed amendments are consistent with this directive.

Written comments to date include:

- Exhibit 1 - Proposed amendments to the MXPDP zone, which were submitted by Melanie Poe of Landerholm
- Exhibit 2 – Proposed amendments to the MXPDP zone, which were submitted by Lugliani Investments Co. LLC

Exhibit 1- Landerholm

The proposed amendments included clarification that the MXPDP is an overlay zone. The proposed revisions also included adding the term, "Flexible Space", and a definition, which would allow a building to be developed without any uses specified.

Staff Response: *The proposed addition of the term "Flexible Space" would conflict with other sections of the chapter, which require specificity in the master plan. Specifically, the current MXPDP code requires that a master plan include (in brief): a description of proposed uses; number of jobs anticipated; hours of operation of the uses; residential density; parking; and transportation impact analysis. The proposed amendments of Exhibit 1 did not provide any assurances within the definition that "flexible space" would provide jobs, or a particular ratio of jobs. The zoning code includes a use similar to the proposed flexible space, which is "Residence accessory to and connected to a business". This use is allowed outright in four commercial zones.*

Exhibit 2 – Lugliani Investments

The following Staff responses will refer to the organized headers within Exhibit 2, namely Comment #1, Comment #2, Comment #3, Comment #4, Comment #5.

Comment 1 (page 1)

This section supports the proposed changes to the use table at CMC§18.07.030-table 1.

Staff response: *There are a variety of residential uses already allowed outright in the following commercial zones: Neighborhood Commercial (NC), Downtown Commercial (DC), Community*

Commercial (CC), and Mixed Use (MX) zones. The proposed Staff amendment will allow residential uses in the Regional Commercial (RC) zone, if part of a MXP, which is currently prohibited. The currently allowed residential uses within commercial zones do not require a minimum or maximum residential density. Also, the allowed residential uses do not stipulate a mix of other commercial uses. Exhibit 4 provides a comparison chart of the allowed residential uses in the city's commercial zones and whether a mix of uses is required.

Comment 2 (page 2)

This section states that the proposed code creates limits to residential density. The letter also states that these limits are not found in other mixed use codes.

Staff Response: *The proposed amendments to the MXP code did not change or add any limits to the percentage of residential and commercial uses. The standards that are referred to in the letter were already in the code, and Staff did not proposed to amend them. Exhibit 4 provides a comparison of zoning that allows for both commercial and residential uses in the City.*

Staff is concerned with uncontrolled residential growth, in areas designated for jobs without offsetting the jobs lands in other areas of the City. Staff believes that the standards set under this existing code section are reasonable and achievable to a mixed use project.

Comment 3 (page 3)

This section states that there is a conflict in the code if a mixed-use building includes ground floor residential.

Staff Response: *Staff does not agree that there is a conflict. The request is to not include the area of residential use in mixed use buildings if the residential use is on the ground floor. Staff disagrees that any area should not be included in the calculation.*

Comment 4 (page 3)

This section states that the code should include provisions for shared parking.

Staff Response: *Shared parking is already provided for under CMC§18.11.070(F). Also within the MXP code at CMC§18.22.100(A) it provides a reference to the parking reduction standards of Chapter 18.11 Parking.*

Comment 5 (pages 4 and 5)

This section proposes to add a new use to the zoning code---“Live/Work”.

Staff Response: *Staff disagrees. A live/work unit can be accommodated through a mixed use building and does not need to be considered solely as a commercial use. The proposal is clearly to build residential unit rather than commercial, and require a separate permitting process to convert the units to commercial at a later date. There is a development on Prune Hill that includes Live/work units, which was approved through a different code. The City later modified the commercial code that allowed residential uses as a conditional use in 2006. These live/work units were required to include ADA access for potential customers, and a main floor plan that is would be suited to an office-type use, all in an effort to provide a level of assurance to the City that there would be commercial uses within the development. However, none of these building are occupied with any use other than residential at this time.*



To: Bryan Beel, Chair
 Planning Commission

From: Sarah Fox, Senior Planner

Date: March 17, 2015

A Sample of Mixed Use Codes in our Region

Jurisdiction	Residential Density	Required Mix of Uses	Optional (Overlay) or Zone
City of Camas MX Code (18.24)	No Min. or Max.	No mix limits	Zone
City of Camas MXP (18.22)	Min 8 D.U./acre to Max. 24 D.U. /acre	25-50% mix of all uses	Zone (not on map)
• <u>Proposed MXP Overlay (18.22)</u>	<i>No change</i>	<i>No change</i>	<u>Overlay</u>
City of Camas NC, DC and CC Zones	No Min. or Max.	No mix limits	Zones
City of Washougal TC (18.35) Pop. 14,580	Ratio required	Floor area ratios 0.5 non-residential 1.0 residential	Zone
City of Centralia C-3 Core (20.24) Pop. 16,600	Ratio required	Min. 25% Commercial Max. 75% Residential	Zone
Bainbridge Island Town Centers (18.06) Pop. 23,190	Ratio required	Floor area ratios 0.3 to 0.6 commercial 0.3 to 1.0 Mixed use 0.3 to 0.5 Residential	Overlay
City of Vancouver MX (20.430.060) Pop. 164,500	Min. 12 D.U./acre and Ratio required	Min. 50% ground floor area of building must be commercial or office use Overall site no less than 20% mix of uses	Overlay and Zone
Clark County, WA MX (40.230.020)	Mix of housing types required Min. 12 D.U./acre to Max. 43 D.U. /acre	Min. 20% of residential and 20% commercial	Zone
Clark County, WA Rural MX (40.250.080)	Min. 1 D.U.	Max 50% residential gross floor area	Overlay

Note: "D.U." means "dwelling unit"

From: Randall B. Printz [<mailto:randy.printz@landerholm.com>]
Sent: Tuesday, May 12, 2015 2:51 PM
To: Phil Bourquin; Melanie Poe
Cc: David Lugliani; Peter Capell; Robert Maul; Stacey A. Shields
Subject: RE: MXoverlay

Thanks Phil, consistent with our earlier discussions, that was the date I was anticipating. I believe you have had discussions with David that would have the ordinance adopted as currently proposed, but with some ancillary process that would allow for the most recent version of his site design to be approved in conjunction with the ordinance and those processes. I have spoken with MacKay and Sharp; and they can support the ordinance as currently proposed. I have shared the proposed ordinance with Fisher as well, but have not heard back from them on this issue. I will follow up with them. Perhaps we could meet next week to discuss. Thanks

From: Phil Bourquin [<mailto:PBourquin@cityofcamas.us>]
Sent: Tuesday, May 12, 2015 2:44 PM
To: Melanie Poe; Randall B. Printz
Cc: David Lugliani; Peter Capell; Robert Maul
Subject: RE: MXoverlay

All – Staff would like to bring the code back to the Planning Commission at the regular meeting of June 16, 2015. Randy, as you had requested the continuance; I would like to have confirmation from you that you are ready to continue. Staff intends to continue to recommend the amendments as previously presented to the Planning Commission and it is my understanding that everyone at this point concurs with that recommendation.

Phil Bourquin
Community Development Director
Ph. 360.817.1562 ext. 4254
Email: pbourquin@cityofcamas.us



Live, Work, Recreate and Educate

From: Melanie Poe [<mailto:melanie.apc@comcast.net>]
Sent: Tuesday, May 12, 2015 9:12 AM
To: Phil Bourquin
Cc: David Lugliani; Peter Capell; Robert Maul
Subject: Re: MXoverlay

Hello Phil,
Can you please let us know the schedule for the approval of the MXP Overlay zone?
Last month's meeting was cancelled, and I do not see an agenda item on tonight's agenda.
Thank you.
-Melanie

Melanie Poe, RLA
Land Use Project Manager
American Pacific Communities
melanie.apc@comcast.net
360-947-0347

On Wed, Apr 15, 2015 at 10:57 AM, David Lugliani <david.apc@me.com> wrote:
To: City of Camas Planning Commission, Pete Cappell, Phil Bourquin and Robert Maul
RE: MXPDP Overlay Zone Review

Thank you very much for taking the time to meet with us on March 27, 2015, to review the status of the proposed MXPDP Overlay Zone, and how it would apply to the proposed Kate's Crossing project, as well as other future projects.

We appreciate the time you spent, as it was especially helpful in clarifying terminology and the applicability of provisions.

As a review, we discussed the following in relation to applying the MXPDP Overlay zone to the Kate's Crossing project:

- Use Mix: As the MXPDP Overlay code states, the residential portion of the project should be limited to 50% of the net acreage. We discussed that net acreage may include the storm pond portion of the site, as this area can be developed (unlike critical areas). The percentage of the storm pond that serves commercial can be designated as commercial in terms of use mix. Also, any property that can be used by the public, such as dog park or public path, may be designated as commercial in terms of use mix.

- Density: As per the code, the project may have a maximum density of 24 units per net acre. The density calculation will use the net acreage of the entire MXPDP Overlay site.

We appreciate staff's willingness to address our questions and to clarify code intent. We now feel confident that we have a clear path forward in implementing the new MXPDP Overlay code.

Best,

David Lugliani

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 15-013

AN ORDINANCE of the City of Camas, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$25,000,000 aggregate principal amount of water and sewer revenue and refunding bonds to finance improvements to the City's water and sewer system, to refund certain outstanding water and sewer bonds of the City, and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed: August 17, 2015

This document prepared by:

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(206) 447-4400*

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ORDINANCE NO. 15-013

AN ORDINANCE of the City of Camas, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$25,000,000 aggregate principal amount of water and sewer revenue and refunding bonds to finance improvements to the City's water and sewer system, to refund certain outstanding water and sewer bonds of the City, and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

WHEREAS, the City of Camas, Washington (hereinafter the "City"), now owns, maintains and operates a combined water and sewerage system (the "System"); and

WHEREAS, it is in the best interest of the City to undertake improvements to the System; and

WHEREAS, pursuant to Ordinance No. 2181 of the City adopted on October 12, 1998, the City issued its revenue bonds under date of October 15, 1998 (the "1998 Bonds"), currently outstanding in the aggregate principal amount of \$450,000, and provided in Section 6.2(E) of such ordinance that additional revenue bonds of the City could be issued on a parity with the 1998 Bonds if certain conditions were met; and

WHEREAS, pursuant to Ordinance No. 2490 of the City adopted on August 20, 2007, the City issued its revenue bonds under date of September 6, 2007 (the "2007 Bonds"), currently outstanding in the aggregate principal amount of \$3,990,000, and provided in Section 5.2(E) of such ordinance that additional revenue bonds of the City could be issued on a parity with the 2007 Bonds if certain conditions were met; and

WHEREAS, Ordinances Nos. 2181 and 2490 authorizing the 1998 Bonds and the 2007 Bonds, respectively, provide that certain maturities of such bonds may be redeemed prior to their maturities; and

WHEREAS, if interest rates are favorable, the City Council deems it advisable to issue revenue bonds to refund all of the outstanding 1998 Bonds and all or a portion of the 2007 Bonds; and

WHEREAS, in order to finance capital improvements to the System and, if interest rates are favorable, to refund the outstanding 1998 Bonds and a portion of the 2007 Bonds, it is hereby found necessary and advisable that the City issue its water and sewer revenue bonds (the "Bonds") with a lien on the revenues of the System on a parity with the lien of the 1998 Bonds and the 2007 Bonds; and

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

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used in this ordinance, the following words shall have the following meanings:

“Acquired Obligations” means those United States Treasury Certificates of Indebtedness, Notes, and Bonds--State and Local Government Series and other direct, noncallable obligations of the United States of America purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

“Annual Debt Service” means the amount required to be paid in any calendar year for (1) interest on all Parity Bonds then outstanding, excluding interest paid from proceeds of such bonds; (2) principal of all Parity Bonds then outstanding but excluding any Parity Bonds, if any, for which a sinking fund account has been established; and (3) payments into any sinking fund account for the amortization of Parity Bonds. When the Outstanding Parity Bonds are no longer outstanding, if the interest rate on any such bonds is other than a fixed rate, the rate applicable at the time of computation shall be used.

In addition, once the Outstanding Parity Bonds are no longer outstanding, the City may deduct the direct payment the City is expected to receive in respect of any Future Parity Bonds for which the federal government will provide the City with a direct payment of a portion of the interest from the interest portion of annual debt service.

“Assessment Income” means the principal of and interest on assessments levied in ULIDs and pledged to be paid into the Bond Fund. Assessment Income shall be allocated to the years in which it would be received if the unpaid balance of each assessment roll were paid in the remaining number of installments with interest on the declining balance at the times and at the rate provided in the ordinance confirming the assessment roll.

“Assessments” means all assessments levied in any ULID of the City created for the acquisition or construction of additions and improvements to and extensions of the System, if such assessments are pledged to be paid into the Bond Fund. “Assessments” include any installments of Assessments and any interest or penalties which may be due thereon.

“Authorized Denomination” means \$5,000 or any integral multiple thereof within a maturity.

“Average Annual Debt Service” means as of the date of calculation the average amount of Annual Debt Service required to be paid in any calendar year thereafter for the then outstanding Parity Bonds.

“Bond Fund” means the “Water-Sewer Revenue Bond Fund” created by Section 5 of Ordinance No. 1036 to pay and secure the payment of the principal of and interest on the Parity Bonds.

“Bond Purchase Agreement” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

“Bond Registrar” or “Registrar” means the Fiscal Agent, or any successor bond registrar selected by the City.

“Bonds” means the not to exceed \$25,000,000 aggregate principal amount of City of Camas, Washington, Water and Sewer Revenue and Refunding Bonds, 2015, authorized to be issued pursuant to this ordinance.

“City” means the City of Camas, Washington, a municipal corporation duly organized and existing under the laws of the State.

“City Council” means the legislative authority of the City, as duly and regularly constituted from time to time.

“Code” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

“Contract Resource Obligation” means an obligation of the City, designated as a Contract Resource Obligation and entered into pursuant to Section 4.7 of this ordinance, to make payments for water or sewer supply, transmission or service to another person or entity.

“Coverage Requirement” means (a) for any period during which Assessments may be paid without becoming delinquent, the sum of (i) the product of the Average Annual Debt Service on all Parity Bonds then outstanding times a fraction, the numerator of which is the aggregate principal amount of nondelinquent Assessments which remain to be paid into the Bond Fund plus the principal amount of Assessments previously paid into and then on hand in the Bond Fund, and the denominator of which is the aggregate principal amount of Parity Bonds then outstanding, plus (ii) 1.25 times the product of Average Annual Debt Service on all Parity Bonds then outstanding times the difference of 1 minus the fraction calculated pursuant to (i) above; or (b) for any other period, the product of 1.25 times the Average Annual Debt Service on the Parity Bonds then outstanding.

“DTC” means The Depository Trust Company, New York, New York, or its nominee.

“Designated Representative” means the officer of the City appointed in Section 10.1 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

“Final Terms” means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunded bonds (if the refunding bonds are issued for savings purposes).

“Finance Director” means the person designated as Finance Director by the City Council from time to time.

“Fiscal Agent” means the fiscal agent of the State, as the same may be designated by the State from time to time.

“Fiscal Year” means the fiscal year used by the City at any time.

“Future Parity Bonds” means the obligations hereafter issued on a parity with the payments required to be made out of the Revenue Fund to pay and secure the payment of the principal of and interest on the Outstanding Parity Bonds and the Bonds.

“Government Obligations” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

“Gross Revenue” means all of the rates, charges or other income and receipts in each case derived by or on account of the City from the operation or ownership of the System.

“Issue Date” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

“Letter of Representation” means the Blanket Issuer Letter of Representations between the City and DTC, dated October 12, 1998, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

“Maximum Annual Debt Service” means as of the date of calculation the maximum amount of Annual Debt Service required to be paid in any calendar year thereafter for the then outstanding Parity Bonds.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenue” means Gross Revenue minus Operation and Maintenance Costs.

“1998 Bonds” means the \$4,370,000 aggregate principal amount of City of Camas, Washington, Water and Sewer Revenue and Refunding Bonds, 1998, issued pursuant to Ordinance No. 2181 adopted on October 12, 1998.

“Operation and Maintenance Costs” means all necessary costs to the City of operating and maintaining the System, including but not limited to the City’s administrative and general expenses (which expenses may include pro rata budget charges for city departments when such charges represent a reasonable distribution and share of actual cost), costs of insurance (including reasonable contributions for self-insurance reserves), consulting technical services, excise taxes, and repairs and replacements (only to the extent not properly classifiable as capital costs), but excluding depreciation (or reserves therefor), amortization of intangibles or other bookkeeping entries of a similar nature, capital costs of additions, betterments, extensions or replacements of all or any portion of the System, or debt service or transfers from money of the System to other funds of the City as taxes or payments in lieu of taxes. Once the Outstanding

Parity Bonds are no longer outstanding, Operation and Maintenance Costs shall also include any amounts due under Contract Resource Obligations.

“Outstanding Parity Bonds” means the outstanding 1998 Bonds and 2007 Bonds.

“Owner” means, without distinction, the Registered Owner and the Beneficial Owner.

“Parity Bonds” means the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

“Professional Utility Consultant” means the independent person(s) or firm(s) selected by the City having a favorable reputation for skill and experience with water and sewer systems of comparable size and character to the System in such areas as are relevant to the purposes for which they are retained.

“Project” means the capital improvements to the System, including the North Urban Growth Area and Lacamas Creek Pump Station Improvements as described in the City’s General Sewer Capital Plan and General Sewer Plan Amendment and other capital purposes, as deemed necessary and advisable by the City. Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project. The Project includes acquisition, construction and installation of all necessary equipment, apparatus, accessories, fixtures and appurtenances.

“Project Fund” means the fund or funds of the City created for the purpose of carrying out the Project.

“Purchaser” means KeyBanc Capital Markets Inc. of Seattle, Washington.

“Qualified Letter of Credit” means any irrevocable letter of credit issued by a financial institution for the account of the City on behalf of the owners of any Parity Bonds, which institution maintains an office, agency or branch in the United States and as of the time of issuance of such letter of credit, is currently rated in the highest rating category by Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Services, a Division of The McGraw-Hill Companies, Inc. or their comparably recognized business successors. Once the Outstanding Parity Bonds are no longer outstanding, the irrevocable letter of credit at the time of issuance of such letter of credit can be rated in one of the two highest rating categories by either Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Services, a Division of The McGraw-Hill Companies, Inc. or their comparably recognized business successors

“Qualified Insurance” means any noncancelable municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies), which insurance company or companies, as of the time of issuance of such policy or surety bond, are currently rated in the highest rating category by Moody’s Investors Service, Inc. and Standard & Poor’s Rating Service, a Division of The McGraw Hill Companies, Inc., or their comparably recognized business successors. Once the Outstanding Parity Bonds are no longer outstanding, the municipal bond insurance policy or surety bond at the time of issuance of such policy or bond can be rated in one of the two highest rating

categories by either Moody's Investors Service, Inc. or Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc. or their comparably recognized business successors

"Rate Stabilization Account" means the account of that name authorized to be created within the Revenue Fund pursuant to Section 4.5 of this ordinance.

"Rating Agency" means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

"Record Date" means the Bond Registrar's close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar's close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 3.3.

"Refunded Bonds" means the 1998 Bonds and the 2007 Refunded Bonds.

"Refunding Candidates" means the (i) 1998 Bonds and (ii) 2007 Refunding Candidates.

"Refunding Plan" means the deposit of sufficient proceeds of the Bonds which, together with other money of the City, if necessary, will be used to acquire the Acquired Obligations to be deposited, with cash, if necessary, with the Refunding Trustee to:

(A) the payment of the principal of and interest on the Refunded Bonds when due up to and including the date(s) designated by the Designated Representative, and the call, payment, and redemption on such date(s), of all of the then-outstanding Refunded Bonds at a price of par; and

(B) may include the payment of the costs of issuing the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan.

"Refunding Trust Agreement" means a Refunding Trust Agreement between the City and the Refunding Trustee.

"Refunding Trustee" means a bank or trust company appointed by the City to serve as trustee or escrow agent or any successor trustee or escrow agent.

"Registered Owner" means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

"Reserve Account" means that account in the Bond Fund created by Section 6 of Ordinance No. 1036 of the City.

"Reserve Account Requirement" means with respect to any Parity Bonds, an amount equal to the lesser of (a) 125% of Average Annual Debt Service on such bonds, (b) 10% of the net proceeds of such series of bonds, and (c) Maximum Annual Debt Service. Once the

Outstanding Parity Bonds are no longer outstanding, the City may deduct the direct payment the City is expected to receive in respect of any Future Parity Bonds for which the federal government will provide the City with a direct payment of a portion of the interest from the interest portion of annual debt service.

“Revenue Fund” means the special “Water and Sewer Revenue Fund” of the City created by Section 4 of Ordinance No. 781. The City by such ordinance has pledged that the Gross Revenue of the System shall be paid into the Revenue Fund as collected.

“Rule 15c2-12” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

“SEC” means the United States Securities and Exchange Commission.

“Securities Depository” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

“Series of the Bonds” or “Series” means a series of the Bonds issued pursuant to this ordinance.

“State” means the State of Washington.

“System” means the existing water supply and distribution system and sanitary sewage collection and disposal system of the City as the same has heretofore been combined and as the same shall be added to, improved and extended for as long as any of the Parity Bonds are outstanding.

“Term Bond” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

“2007 Bonds” means the \$5,520,000 aggregate principal amount of City of Camas, Washington, Water and Sewer Revenue Bonds, 2007, issued pursuant to Ordinance No. 2490 adopted on August 20, 2007.

“2007 Refunded Bonds” means 2007 Refunding Candidates selected by the Designated pursuant to Section 10.1 to be refunded with the proceeds of the Bonds.

“2007 Refunding Candidates” means the \$3,190,000 principal amount of 2007 Bonds maturing on and after December 1, 2018.

“ULID” means a utility local improvement district in which Assessments have been or will be levied for improvements financed in whole or in part from proceeds of any Parity Bonds.

“Undertaking” means the undertaking to provide continuing disclosure entered into pursuant to Section 8.1 of this ordinance.

ARTICLE II
PLAN OF IMPROVEMENTS; FINDINGS AND DETERMINATIONS

Section 2.1 Plan of Improvements. The City hereby specifies and adopts a system or plan of additions to and betterments and extensions of the System, consisting of the following capital improvements (collectively, the “Project”): North Urban Growth Area and Lacamas Creek Pump Station Improvements as described in the City’s General Sewer Capital Plan and General Sewer Plan Amendment and other capital purposes to the System approved by the City Council. The City hereby adopts the Project as a plan and system. The Project will be undertaken in accordance with specifications and contracts for acquisition and construction approved by the City Council from time to time. The Project shall be subject to such changes as to details as may be authorized by the City Council. The City may proceed with the construction and installation of the Project as herein authorized, either alone or in conjunction with the construction of other facilities of the System, and in whole, or in successive parts from time to time as may be found advisable. The estimated cost of the Project is approximately \$15,000,000, which is expected to be financed out of Bond proceeds and other System revenues.

Section 2.2 Parity Conditions. The City Council hereby finds and determines as follows:

First, that the Bonds will be issued for the purpose of acquiring, constructing and installing additions to and betterments and extensions of, acquiring necessary equipment for, or making necessary repairs or capital improvements to or replacements of equipment of the System and to refund certain Outstanding Parity Bonds.

Second, that at the time of adoption of this ordinance and at the time of the issuance of the Bonds there is not nor will there be any deficiency in the Bond Fund or the Reserve Account.

Third, that this ordinance contains the provisions and covenants regarding the payments to be made into the Bond Fund and Reserve Account, regarding the establishment, maintenance and collection of rates and charges for water and sanitary sewage collection and disposal service by the City.

Fourth, that the City has been assured that the certificate of an independent professional engineer licensed to practice in the State or the Finance Director of the City as required by Section 6.2(E) of Ordinance No. 2181 and Section 5.2(E) of Ordinance No. 2490 for the issuance of Future Parity Bonds will be provided to the City at or prior to the issuance of the Bonds.

All of the conditions of Ordinance No. 2181 and 2490 thus have been met and fully complied with, and the City hereby finds that the Bonds may now be issued on a parity of lien with the Outstanding Parity Bonds.

ARTICLE III
AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.1 Authorization of Bonds. The City shall now issue and sell its water and sewer revenue bonds to provide funds to pay costs of the Project, if interest rates are favorable to refund the Refunded Bonds, to fund the Reserve Account and to pay costs of issuing the Bonds.

The Bonds shall be designated as the “City of Camas, Washington, Water and Sewer Revenue and Refunding Bonds, 2015.” Each Series of Bonds issued shall be dated as of the date of their initial delivery, shall be fully registered as to principal and interest, shall be in Authorized Denominations, provided no Bond shall represent more than one maturity, and shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification. The Bonds shall bear interest payable semiannually at the rates per annum and be payable in the years and amounts as shall be determined pursuant to Section 10.1 hereof.

The Bonds shall not be general obligations of the City. The Bonds shall be obligations only of the Bond Account and shall be payable and secured as provided herein. The Bonds do not constitute an indebtedness of the City within the meaning of the constitutional provisions and limitations of the State.

Section 3.2 Registration, Exchange and Payments.

(a) Registration of Bonds. Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) Bond Registrar; Duties. The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City’s paying agent for the Bonds and to carry out all of the Bond Registrar’s powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar’s Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) Bond Register; Transfer and Exchange. The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) Securities Depository; Book-Entry Only Form. DTC is appointed as initial Securities Depository. Each Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with

the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

(e) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For so long as all Bonds are in fully immobilized form, payments of principal and interest shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer in fully immobilized form, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the interest payment date, and principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar; provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of Bonds, interest will be paid by wire transfer on the date due to an account with a bank located within the United States.

Section 3.3 Redemption.

(a) Optional Redemption. The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Section 10.1.

(b) Mandatory Redemption. Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Section 10.1 and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the

earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) Selection of Bonds for Redemption; Partial Redemption. If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) Notice of Redemption. Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) Rescission of Optional Redemption Notice. In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) Effect of Redemption. Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) Purchase of Bonds. The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 3.4 Form of Bonds; Signatures and Seal. Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed

by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

Section 3.5 Authentication. Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate Of Authentication. This Bond is one of the fully registered City of Camas, Washington, Water and Sewer Revenue and Refunding Bonds, 2015.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 3.6 Lost or Destroyed Bonds. In case any of the Bonds shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new bond or bonds of like amount, date, tenor and effect to the Registered Owner or nominee thereof upon payment to the City for the expenses and charges in connection therewith and upon his or her filing with the Bond Registrar evidence satisfactory to said Bond Registrar that such Bond or Bonds were actually lost, stolen or destroyed and of his ownership thereof, and upon furnishing the City with indemnity satisfactory to them both.

ARTICLE IV CREATION OF FUNDS AND ACCOUNTS

Section 4.1 Project Fund. There is hereby authorized to be created a fund for the purpose of paying the costs of additions to, betterments and extensions of the System (the “Project Fund”). The proceeds of sale of the portion of the Bonds used to finance the Projects shall be paid into the Project Fund.

The money in the Project Fund shall be used for the sole purpose of paying the costs of the Project and all of the expenses incidental thereto, that may include expenses incidental to the issuance of the Bonds. The money in the Project Fund not immediately needed for the Project may be invested in such obligations as may be permitted cities of the State by law. All interest earned and/or income derived by virtue of any such investments shall remain in the Project Fund and be used for the purpose for which said Project Fund is created.

Any money remaining in the Project Fund after all of costs of the Project have been paid shall be transferred to the Bond Fund and/or the Reserve Account.

Section 4.2 Revenue Fund. There has been created by Section 4 of Ordinance No. 781 of the City a special fund of the City known as the “Water and Sewer Revenue Fund” (“Revenue

Fund”), into which fund the City has obligated and bound itself to pay all of the Gross Revenue of the System as collected. The money in the Revenue Fund shall be kept segregated from any and all other money of the City.

All Operation and Maintenance Costs, all payments required to be made into the Bond Fund and Reserve Account and all payments which may be required later to be made into any other fund or account of the City or for any other proper purpose in connection with the operation and ownership of the System shall be paid out of the Revenue Fund.

Section 4.3 Bond Fund. There has been created by Section 5 of Ordinance No. 1036 of the City another special fund of the City known as the “Water-Sewer Revenue Bond Fund” (the “Bond Fund”), which fund shall be drawn upon for the sole purpose of paying the principal of, premium if any, and interest on the Parity Bonds.

The City hereby covenants to set aside and pay into the Bond Fund out of the Revenue Fund the amounts necessary, together with Assessment Income and such other funds as are on hand and available in the Bond Fund, to pay the principal of and interest on the Parity Bonds as the same respectively become due and payable.

Section 4.4 Reserve Account. A Reserve Account has heretofore been created in the Bond Fund by Ordinance No. 1036 for the purpose of securing the payment of the principal of and interest on all Parity Bonds.

At closing, the City shall deposit into the Reserve Account proceeds of the Bonds in an amount so that there will be on deposit in the Reserve Account a total amount at least equal to the Reserve Account Requirement.

The City will at all times maintain the Reserve Account Requirement in the Reserve Account until there is a sufficient amount in the Bond Fund and Reserve Account to pay the principal of, premium if any and interest on all outstanding Parity Bonds, at which time the money in the Reserve Account may be used to pay such principal, premium, if any, and interest.

In the event the Bonds are ever refunded or defeased, the money set aside in the Reserve Account to secure the payment of the Bonds may be used to retire Bonds, may remain in the Reserve Account, or may be transferred to any other reserve account which may be created to secure the payment of the bonds issued to refund the Bonds.

In the event the money in the Bond Fund over and above the amount therein set aside and credited to the Reserve Account is insufficient to meet maturing installments of either principal of or interest on any outstanding Parity Bonds, such deficiency shall be made up from the Reserve Account by the withdrawal of money therefrom. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up from money in the Revenue Fund or from Assessment Income first available after making necessary provision for the payments required to be made into the Bond Fund.

All money in the Reserve Account or Bond Fund may be kept in cash or invested in such obligations as may now or hereafter be permitted cities and towns of the State by law and maturing not later than the last maturity of any Parity Bonds. Interest earned on or any profits

made from the sale of any such investments shall be deposited in and become a part of the Bond Fund or Revenue Fund and shall be considered Gross Revenue of the System.

Any ordinance providing for the issuance of Parity Bonds may provide (or the City may provide by ordinance at any other time) for the City to obtain Qualified Insurance or a Qualified Letter of Credit for specific amounts required pursuant to this section to be paid out of the Reserve Account. The face amount of any such Qualified Insurance or Qualified Letter of Credit shall be credited against the amounts required to be maintained in the Reserve Account by this section to the extent that such payments and credits to be made are insured by an insurance company, or guaranteed by a letter of credit from a financial institution. Such Qualified Letter of Credit or Qualified Insurance shall not be cancelable on less than five years' notice. In the event of any cancellation, the Reserve Account shall be funded in accordance with the provisions of this section providing for payment to the Reserve Account in the event of a deficiency therein.

Once the Outstanding Parity Bonds are no longer outstanding, the ordinance authorizing Future Parity Bonds may establish a separate reserve account and reserve account requirement for any such Future Parity Bonds or provide that some or all of such Future Parity Bonds be secured by a common reserve account.

Section 4.5 Rate Stabilization Account. A special account of the City to be designated the "Water and Sewer Rate Stabilization Account" (the "Rate Stabilization Account") may be created within the Revenue Fund, at the discretion of the Finance Director, to cope with future increases in revenue requirements of the System. The City may from time to time appropriate or budget amounts in the Revenue Fund for deposit in the Rate Stabilization Account and may from time to time withdraw amounts therefrom to prevent or mitigate water and sewer rate increases or for other lawful purposes of the City related to the System. Once the 1998 Bonds are no longer outstanding, amounts withdrawn from the Rate Stabilization Account shall increase Gross Revenue for the period for which they are withdrawn, and amounts deposited in the Rate Stabilization Account shall reduce Gross Revenue for the period for which they are deposited. Once the 1998 Bonds are no longer outstanding, credits to or from the Rate Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year. Earnings on the Rate Stabilization Account shall be credited to the Revenue Fund.

Section 4.6 Adequacy of Revenue. The City Council hereby declares that, in fixing the amounts to be paid into the Bond Fund and the Reserve Account as provided above, it has exercised due regard for the necessary Operation and Maintenance Costs of the System and the amounts necessary to pay the principal of and interest on the Outstanding Parity Bonds, and has not obligated the City to set aside and pay into the Bond Fund and Reserve Account a greater amount of revenue of the System and Assessment Income than in its judgment will be available over and above such Operation and Maintenance Costs and the amounts necessary to pay such principal and interest.

Section 4.7 Contract Resource Obligations. The City may at any time enter into one or more contracts or other obligations for the acquisition, from facilities to be constructed, of water or sewer supply, transmission, or service relating to the System. Once the Outstanding Parity Bonds are no longer outstanding, the City may determine that such contract or other

obligation is a Contract Resource Obligation, and may provide that all payments under that Contract Resource Obligation (including payments prior to the time that supply, transmission, or service is being provided, or during a suspension or after termination of supply or service) shall be Operation and Maintenance Costs if the following requirements are met at the time such Contract Resource Obligation is entered into:

(a) No event of default has occurred and is continuing.

(b) There shall be on file a certificate of a Professional Utility Consultant or an independent certified public accountant, stating that: (i) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the supply, transmission, treatment, or other service rendered; (ii) the source of any new supply, and any facilities to be constructed to provide the supply, transmission, treatment, or other service, are sound from a water or other commodity supply or transmission planning standpoint, are technically and economically feasible in accordance with prudent utility practice, and are likely to provide supply or transmission or other service no later than a date set forth in the Professional Utility Consultant's, or independent certified public accountant's, certification; and (iii) the Net Revenue (further adjusted by the Professional Utility Consultant's, or independent certified public accountant's, estimate of the payments to be made in accordance with the Contract Resource Obligation) for the five fiscal years following the year in which the Contract Resource Obligation is incurred, as such Net Revenue is estimated by the Professional Utility Consultant, or independent certified public accountant (with such estimate based on such factors as he or she considers reasonable), will be at least equal to the rate coverage requirement set forth in Section 5.2(a) of this ordinance.

Payments required to be made under Contract Resource Obligations shall not be subject to acceleration.

Nothing in this section shall be deemed to prevent the City from entering into other agreements for the acquisition of water supply, transmission, treatment, or other commodity or service from existing facilities and from treating those payments as Operation and Maintenance Costs of the System. Nothing in this section shall be deemed to prevent the City from entering into other agreements for the acquisition of water supply, transmission, treatment, or other commodity or service from facilities to be constructed and from agreeing to make payments with respect thereto, such payments constituting a lien and charge on Net Revenue subordinate to that of Parity Bonds.

ARTICLE V COVENANTS

Section 5.1 Pledge; Lien Position of Bondowners. The Net Revenue of the System, Assessment Income, and money in the Bond Fund are hereby pledged to the repayment of the Parity Bonds. The amounts so pledged to be paid by this ordinance out of the Net Revenue of the System and Assessment Income into the Bond Fund are hereby declared to be a prior lien and charge upon the Gross Revenue of the System superior to all other charges of any kind or nature except for the Operation and Maintenance Costs of the System, except that amounts so pledged are equal in rank to the lien and charge thereon heretofore made to pay and secure the payment

of the principal of and interest on the Outstanding Parity Bonds and which may hereafter be made to pay and secure the payment of the principal of and interest on any Future Parity Bonds.

Section 5.2 General Covenants. The City hereby covenants and agrees with the owner and holder of each of the Bonds for so long as the same remain outstanding as follows:

(a) The City covenants that it will establish, maintain and collect rates and charges for water and sanitary sewage collection and disposal service in an amount to provide Net Revenue together with Assessment Income in amounts necessary to at least equal the Coverage Requirement. When the Outstanding Parity Bonds are no longer outstanding, for the purpose of meeting the requirement of this paragraph there may be added to Net Revenue for any calendar year any amount withdrawn from the Rate Stabilization Account and credited to Gross Revenue as provided in Section 4.5 of this ordinance. There shall be subtracted from Net Revenue for any calendar year any amounts in such year withdrawn from the Revenue Fund and deposited into the Rate Stabilization Account in such calendar year.

When the Outstanding Parity Bonds are no longer outstanding, the failure to collect Gross Revenue in any fiscal year sufficient to comply with the covenant contained in this subsection shall not constitute an event of default if the City, before the 90th day of the following fiscal year, both (1) employs a Professional Utility Consultant to recommend changes in the City's rates which are estimated to produce Gross Revenue sufficient (once the rates recommended by the Professional Utility Consultant have been imposed by the City) to meet the requirements of this subsection; and (2) imposes rates at least as high as those recommended by such professional utility consultant at the time or times so recommended.

(b) The City shall determine by March 1 of each year all Assessments which have become delinquent during the preceding calendar year and bring the necessary actions of foreclosure upon the property against which such Assessments were levied by June 1 of such year or, if later, the earliest date permitted by law. The City shall promptly take action to enforce the payment of delinquent service charges by such means as are legally available.

(c) The City will at all times maintain and keep said System in good repair, working order and condition and will also at all times operate the same and the business in connection therewith in an efficient manner and at a reasonable cost.

(d) The City will not sell or otherwise dispose of any of the properties of the System (unless such properties are no longer useful for the operation of such System), unless provision is made for payment into the Bond Fund of a sum sufficient, together with other money available therefor, to pay the principal of and interest on all of the outstanding Parity Bonds in accordance with their terms. Once the 1998 Bonds are no longer outstanding, the City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or disposition provision is made for payment into the Bond Fund of cash or Government Obligations (as now or hereafter defined in chapter 39.53 RCW) sufficient to pay the principal of and interest on all then outstanding Parity Bonds in accordance with the terms thereof nor will it sell or otherwise dispose of any part of the useful operating properties of the System in excess of 5% of the net utility plant of the System unless provision is made for payment into the Bond Fund of an amount which shall be in at least the same proportion to the net amount of Parity

Bonds outstanding (defined as the total amount of such Parity Bonds less the amount of cash and investments in the Bond Fund and accounts therein) that the Net Revenue from the portion of the System sold or disposed of for the preceding fiscal year bears to the Net Revenue of the System for the same period.

(e) It will not issue any Future Parity Bonds except that it reserves the right for:

(i) The purpose of acquiring, constructing and installing additions to and betterments and extensions of, acquiring necessary equipment for, or making necessary repairs or capital improvements to or replacements of equipment of, the System; or

(ii) The purpose of refunding, exchanging with or purchasing and retiring prior to their maturity the outstanding revenue bonds or warrants of the City, to issue Future Parity Bonds and to pledge that payments shall be made out of the Revenue Fund and Assessment Income into the Bond Fund and Reserve Account to pay and secure the payment of the principal of and interest on such Future Parity Bonds on a parity with the payments required to be made out of the Revenue Fund and from Assessment Income into the Bond Fund and the Reserve Account therein and the special Reserve Fund to pay and secure the payment of the principal of and interest on the outstanding Parity Bonds upon compliance with the following conditions:

First: That at the time of the issuance of such Future Parity Bonds there is no deficiency in the Bond Fund and the Reserve Account therein.

Second: That if there are Assessments levied in any ULID in which additions and improvements to and extensions of the System will be constructed from the proceeds of such Future Parity Bonds, the ordinance authorizing such Future Parity Bonds requires that such Assessments shall be paid into the Bond Fund.

Third: That if there are Assessments pledged to be paid into a warrant or bond redemption fund for revenue bonds or warrants being refunded by Future Parity Bonds, the ordinance authorizing the Future Parity Bonds requires such Assessments shall be paid into the Bond Fund.

Fourth: That the City will covenant in each ordinance authorizing the issuance of Future Parity Bonds that it will establish, maintain and collect rates and charges for water and sanitary sewage collection and disposal service for as long as the Bonds and any Parity Bonds are outstanding in an amount, together with Assessment Income, to at least equal the Coverage Requirement.

Fifth: That the ordinance providing for the issuance of any such Future Parity Bonds shall provide for the payment of the principal thereof and interest thereon out of the Bond Fund and that it will pay into the Reserve Account out of the Gross Revenue of the System (or, at the option of the City, out of Assessment Income or any other funds legally available for such purpose) not less than approximately equal additional annual future payments so that by five years from the date of such Future Parity Bonds there will have been paid into the

Reserve Account an amount which, with the money already on deposit therein, will be equal to the Maximum Annual Debt Service, or the Reserve Account Requirement, as applicable.

Sixth: That at the time of the issuance of such Future Parity Bonds the City shall have on file in the office of the Finance Director a certificate executed by a Professional Utility Consultant licensed to practice in the State and experienced in the installation and operation of municipal utilities or a certified public accountant, showing that the net revenue of the System for a period of any 12 months out of the 24 months immediately preceding the month of delivery of such Future Parity Bonds, plus his or her estimate of the annual net revenue to be derived by the City from the operation of any additions to and betterments and extensions of the System to be acquired, constructed and installed out of the proceeds of the sale of such Future Parity Bonds (the "Adjusted Net Revenue"), will equal at least the Coverage Requirement.

The words "net revenue" as first used in subparagraph Sixth above shall mean the Gross Revenue of the System for said twelve-month period after deducting therefrom the amount expended for the normal Operation and Maintenance Costs of the System for such twelve months, but before depreciation and before any transfer of moneys to any funds of the City other than the Bond Fund, and taxes or payments in lieu of taxes to the City. If there were any customers added to the System during such twelve-month period, such net revenue may be computed on the basis that such customers were customers of the System during such period.

The words "annual net revenue" as first used in subparagraph Sixth above shall mean such Professional Utility Consultant's or such certified public accountant's estimate of the annual Gross Revenue to be derived by the City from the operation of the additions to and betterments and extensions of the System acquired, constructed and installed out of the proceeds of the sale of such additional bonds, based upon an actual count of customers, less his or her estimate of any increased annual normal operating and maintenance expenses of the System allocable to such additions, improvements and extensions.

Whenever "net revenue" or "annual net revenue" has been determined as provided in this subsection, the same shall be increased or decreased on a pro forma basis in the event that there has been any change in the rates or charges upon which such "net revenue" or "annual net revenue" was based authorized by the City Council to be effective at least fifteen days prior to the sale of such Future Parity Bonds.

Once the 1998 Bonds are no longer outstanding, at the time of the issuance of such Future Parity Bonds, the City shall have on file in the office of the Finance Director either the certificate of the Professional Utility Consultant as provided above or a certificate signed by the Finance Director that shall set forth:

- (i) the amount of the Net Revenues for any 12 consecutive months of the 24 months prior to the date of the issuance of such Future Parity Bonds;
- (ii) the amount of the Maximum Annual Debt Service thereafter on account of all Parity Bonds then outstanding and the Future Parity Bonds then to be issued hereunder; and

(iii) the percentage derived by dividing the amount shown in (i) above by the amount shown in (ii) above, and shall state that such percentage is not less than the Coverage Requirement.

In the event that such Future Parity Bonds are issued for the sole purpose of refunding a like principal amount of Parity Bonds, and the average annual amount required for debt service during the life of said Future Parity Bonds to be issued is less than the average annual amount required for debt service on the bonds being refunded and the last maturity date of such Future Parity Bonds to be issued is not later than the last maturity date of the bonds being refunded, then the certificate required above need not be obtained to permit the issuance of such Future Parity Bonds.

(f) Nothing herein contained shall prevent the City from issuing revenue bonds or revenue warrants which are a charge upon the money in the Revenue Fund junior or inferior to the payments required to be made to pay and secure the payment of the principal of and interest on the outstanding Parity Bonds or from issuing revenue bonds to refund maturing revenue bonds for the payment of which moneys are not otherwise available.

Section 5.3 Preservation of Tax Exemption for Interest on Bonds. The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

Section 5.4 Post-Issuance Compliance. The Finance Director is authorized and directed to review and revise the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

Section 5.5 Designation of Bonds as "Qualified Tax-Exempt Obligations." The Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

(a) the Bonds do not constitute "private activity bonds" within the meaning of Section 141 of the Code;

(b) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Bonds are issued will not exceed \$10,000,000; and

(c) the amount of tax-exempt obligations, including the Bonds, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bonds are issued does not exceed \$10,000,000.

ARTICLE VI
FORM OF BOND

Section 6.1 Bond Form. The Bonds shall be in substantially the following form:

NO. _____ \$ _____

UNITED STATES OF AMERICA

STATE OF WASHINGTON

CITY OF CAMAS

WATER AND SEWER REVENUE AND REFUNDING BOND, 2015

INTEREST RATE:

MATURITY DATE:

CUSIP NO.

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Camas, Washington (the “City”), for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from _____, 2015, or the most recent date to which interest has been paid or duly provided for until payment of this Bond at the Interest Rate set forth above, payable on _____, 20__, and semiannually thereafter on the first days of each June and December. The principal of and interest on this bond are payable solely out of the special fund of the City known as the “Water-Sewer Revenue Bond Fund” (“Bond Fund”). Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company (“DTC”) referred to in the Blanket Issuer Letter of Representations from the City to DTC. In the event that the bonds of this issue are no longer held in fully immobilized form, interest on this bond shall be paid by check or draft mailed to the Registered Owner at the address appearing on the Bond Register on the 15th day of the month preceding the interest payment date, and principal of this bond shall be payable upon presentation and surrender of this bond by the Registered Owner at the principal office at the principal office of the fiscal agent of the State of Washington (the “Bond Registrar”); provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of bonds, interest will be paid by wire transfer on the date due to an account with a bank located within the United States.

This bond is one of a series of bonds issued under authority of Ordinance No. _____ adopted by the City Council on August 17, 2015 (the “Bond Ordinance”), for the purpose of

financing certain improvements to the water and sewerage system, refunding certain outstanding Water and Sewer bonds of the City, funding the Reserve Account and paying costs of issuing the Bonds.

Under the Bond Ordinance, the City is obligated to set aside and pay into the Bond Fund out of the Gross Revenue of its water and sewer system, including all additions to and betterments and extensions thereof, certain fixed amounts sufficient to pay the principal of and interest on all the bonds issued under the Bond Ordinance at any time outstanding as the same shall become due and payable, all as more fully provided in the Bond Ordinance. The bonds of this issue and other Outstanding Parity Bonds, as defined in the Bond Ordinance, constitute the only charge against such Bond Fund.

The amounts so pledged and to be paid into the Bond Fund and the Reserve Account therein for the purpose of paying and securing the principal of and interest on the bonds, the outstanding Water and Sewer Revenue and Refunding Bonds, 1998, Water and Sewer Revenue Bonds, 2007, and any water and sewer revenue bonds which may hereafter be issued on a parity of lien with the bonds, are hereby declared to be a prior lien and charge upon such gross revenue superior to all other charges of any kind or nature except the Operation and Maintenance Costs of the water and sewer system of the City.

The pledge of gross revenue and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the bonds of this issue upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This Bond is one of a total issue of \$_____ par value of the Bonds, all of like date and tenor, except as to maturity, redemption provisions and interest rates, all payable from the Bond Fund and all issued by the City under and pursuant to the laws of the State of Washington and the Bond Ordinance for the purpose of providing funds to pay the cost of certain capital improvements to the water and sewer system of the City as specified in the Bond Ordinance.

The Bonds are subject to redemption as provided in the Bond Ordinance.

The Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b) of the Internal Revenue Code of 1986.

The City hereby covenants and agrees with the owners of the Bonds to carry out fully all covenants and meet all obligations of the City as set forth herein and in the Bond Ordinance, and reference is hereby made to the Bond Ordinance for a complete statement of such covenants.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication set forth hereon has been signed by the Bond Registrar.

This Bond is interchangeable for Bonds of any Authorized Denomination of an equal aggregate principal amount, and of the same interest rate and maturity. This Bond is transferable only upon the registry books of the Bond Registrar by surrender of this certificate to the Bond Registrar, duly assigned and executed as indicated below. Such exchange or transfer shall be without cost to the owner or transferee. The City may deem the person in whose name this Bond

is registered to be the absolute owner thereof for the purpose of receiving payment of the principal of and interest on such Bond and for any and all other purposes whatsoever. The Bond Registrar shall not be obligated to transfer or exchange this Bond during the fifteen days preceding any interest payment date or the date on which notice of redemption of such Bond is to be given nor after such notice has been given.

It is hereby certified and declared that the Bonds are issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and the ordinances of the City and that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have happened, have been done and have been performed as required by law.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be impressed or a facsimile thereof imprinted hereon this ____ day of _____, 2015.

CITY OF CAMAS, WASHINGTON

By: _____
/s/
Mayor

ATTEST:

/s/
City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This is one of the City of Camas, Washington, Water and Sewer Revenue and Refunding Bonds, 2015, dated _____, 2015, described in the Bond Ordinance.

WASHINGTON STATE FISCAL AGENT
Bond Registrar

By: _____
Authorized Officer

ARTICLE VII
SUPPLEMENTAL ORDINANCES

Section 7.1 Supplemental Ordinances Without Consent of Bond Owners. The City Council from time to time and at any time may adopt an ordinance supplemental hereto, which ordinance thereafter shall become a part of this ordinance, for any one or more or all of the following purposes:

(a) To add to the covenants and agreements of the City in this ordinance other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City.

(b) To make such provisions for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained in this ordinance or in regard to matters or questions arising under this ordinance as the City Council may deem necessary or desirable and not inconsistent with this ordinance and which shall not adversely affect the interests of the Registered Owners of the Bonds.

Any such supplemental ordinance of the City Council may be adopted without the consent of the Registered Owners of any of the Bonds at any time outstanding, notwithstanding any of the provisions of Section 7.2 of this Article VII.

Section 7.2 Supplemental Ordinance With Consent of Bond Owners. With the consent of the Registered Owners of not less than two-thirds in aggregate principal amount of the Parity Bonds at the time outstanding, the City Council may adopt an ordinance supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(a) Extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the holder of each Bond so affected; or

(b) Reduce the aforesaid percentage of holders of Bonds required to approve any such supplemental ordinance without the consent of the holders of all of the Bonds then outstanding.

It shall not be necessary for the consent of the Registered Owners under this Section 7.2 to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

Section 7.3 Effect of Supplemental Ordinance. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Article VII, this ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this ordinance and of all Registered Owners of Bonds outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this ordinance for any and all purposes.

Bonds executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Article VII may bear a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds so modified as to conform, in the opinion of the Council, to any modification of this ordinance contained in any such supplemental ordinance, may be prepared by the City and delivered

without cost to the holders of the Bonds then outstanding, upon surrender for cancellation of such bonds, if any, not fully paid, in equal aggregate principal amounts.

ARTICLE VIII ONGOING DISCLOSURE

Section 8.1 Undertaking to Provide Ongoing Disclosure. To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written undertaking (the “Undertaking”) for the benefit of holders of the Bonds:

(a) *Undertaking to Provide Annual Financial Information and Notice of Listed Events.* The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);

(ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (A) principal and interest payment delinquencies; (B) non-payment related defaults, if material; (C) unscheduled draws on debt service reserves reflecting financial difficulties; (D) unscheduled draws on credit enhancements reflecting financial difficulties; (E) substitution of credit or liquidity providers, or their failure to perform; (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (G) modifications to rights of holders of the Bonds, if material; (H) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (I) defeasances; (J) release, substitution, or sale of property securing repayment of the Bonds, if material; (K) rating changes; (L) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) *Type of Annual Financial Information Undertaken to be Provided.* The annual *financial* information that the City undertakes to provide in paragraph (a):

(i) Shall consist of (A) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting

principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (B) principal amount of Parity Bonds outstanding; (C) debt service coverage for Parity Bonds and (D) number of customers of the System;

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2014; and

(iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) *Amendment of Undertaking.* This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) *Beneficiaries.* This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) *Termination of Undertaking.* The City's obligations under this Undertaking shall terminate upon the redemption, maturity or legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) *Remedy for Failure to Comply with Undertaking.* As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute an event of default under this ordinance. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) *Designation of Official Responsible to Administer Undertaking.* The Finance Director or her designee is the person designated, in accordance with the Bond

Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this undertaking.

ARTICLE IX REFUNDING PROVISIONS

Section 9.1 Refunding of the Refunded Bonds.

(a) *Appointment of Refunding Trustee.* The Designated Representative is authorized to appoint a Refunding Trustee in connection with the Bonds.

(b) *Use of Bond Proceeds; Acquisition of Acquired Obligations.* The portion of the proceeds of the sale of the Bonds used to carry out the Refunding Plan shall be deposited immediately upon the receipt thereof with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds under Ordinance Nos. 2181 and 2490 by providing for the payment of the amounts required to be paid by the Refunding Plan. To the extent practicable, such obligations shall be discharged fully by the Refunding Trustee’s simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amount required to be paid by the Refunding Plan. The Acquired Obligations will be listed and more particularly described in an exhibit to be attached to the Refunding Trust Agreement between the City and the Refunding Trustee, but are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to purchase the Acquired Obligations and provide a beginning cash balance, if any, and pay the costs of issuance of the Bonds shall be returned to the City at the time of delivery of the Bonds to the initial purchaser thereof and deposited in the Bond Fund to pay interest on the Bonds on the first interest payment date.

If payment of the costs of issuance of the Bonds is not included in the Refunding Plan, the Bond proceeds that are not deposited with the Refunding Trustee will be deposited with the City to be used to pay the costs of issuance of the Bonds.

(c) *Substitution of Acquired Obligations.* Prior to the purchase of any Acquired Obligations by the Refunding Trustee, the City reserves the right to substitute other direct, noncallable obligations of the United States of America (“Substitute Obligations”) for any of the Acquired Obligations and to use any savings created thereby for any lawful City purpose if, (a) in the opinion of the City’s bond counsel, the interest on the Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148, and 149(d) of the Code, and (b) such substitution shall not impair the timely payment of the amounts required to be paid by the Refunding Plan, as verified by a nationally recognized independent certified public accounting firm.

After the purchase of the Acquired Obligations by the Refunding Trustee, the City reserves the right to substitute therefor cash or Substitute Obligations subject to the conditions that such money or securities held by the Refunding Trustee shall be sufficient to carry out the Refunding Plan, that such substitution will not cause the Bonds or the Refunded Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and regulations thereunder in effect on the date of such substitution and applicable to obligations issued on the issue dates of the Bonds and the Refunded Bonds, as applicable, and that the City obtain, at its expense: (1) a verification by a nationally recognized independent certified public accounting firm acceptable to the Refunding Trustee confirming that the payments of principal of and interest on the substitute securities, if paid when due, and any other money held by the Refunding Trustee will be sufficient to carry out the Refunding Plan; and (2) an opinion from a nationally recognized bond counsel to the City, to the effect that the disposition and substitution or purchase of such securities, under the statutes, rules, and regulations then in force and applicable to the Bonds, will not cause the interest on the Bonds or the Refunded Bonds to be included in gross income for federal income tax purposes and that such disposition and substitution or purchase is in compliance with the statutes and regulations applicable to the Bonds. Any surplus money resulting from the sale, transfer, other disposition, or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful City purpose.

(d) *Administration of Refunding Plan.* The Refunding Trustee is authorized and directed to purchase the Acquired Obligations (or substitute obligations), if so directed by the Designated Representative, and to make the payments required to be made by the Refunding Plan from the Acquired Obligations (or substitute obligations) and money deposited with the Refunding Trustee pursuant to this ordinance. All Acquired Obligations (or substitute obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of Ordinance Nos. 2181 and 2490, this ordinance, chapter 39.53 RCW and other applicable statutes of the State and the Refunding Trust Agreement. All necessary and proper fees, compensation, and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the refunding of the Refunded Bonds and costs related to the issuance and delivery of the Bonds, including bond printing, verification fees, Bond Counsel’s fees, and other related expenses, shall be paid out of the proceeds of the Bonds.

(e) *Authorization for Refunding Trust Agreement.* To carry out the Refunding Plan provided for by this ordinance, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption, and retirement of the Refunded Bonds as provided herein and stating that the provisions for payment of the fees, compensation, and expenses of such Refunding Trustee set forth therein are satisfactory to it. Prior to executing the Refunding Trust Agreement, the Designated Representative of the City is authorized to make such changes therein that do not change the substance and purpose thereof or that assure that the escrow provided therein and the Bonds are in compliance with the requirements of federal law governing the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 9.2 Call for Redemption of the Refunded Bonds. The City calls for redemption on such date or dates as determined by the Designated Representative, all of the Refunded Bonds at par plus accrued interest. Such call for redemption shall be irrevocable after the delivery of the Bonds to the Purchaser.

The proper City officials are authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to Ordinance Nos. 2181 and 2490, applicable, in order to effect the redemption prior to their maturity of the Refunded Bonds.

Section 9.3 Findings with Respect to Refunding. The City Council authorizes the Designated Representative to issue the Bonds to refund the Refunded Bonds if it will achieve debt service savings to the City and is in the best interest of the City and its ratepayers and in the public interest. In making such finding and determination, the Designated Representative will give consideration to the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the issuance and sale of the Bonds and other money of the City used in the Refunding Plan, if any, pending payment and redemption of the Refunded Bonds.

The Designated Representative may also purchase Acquired Obligations to be deposited with the Refunding Trustee, together with the income therefrom, and with any necessary beginning cash balance, which will be sufficient to redeem the Refunded Bonds and will discharge and satisfy the obligations of the City under Ordinance Nos. 2181 and 2490 with respect to the Refunded Bonds, and the pledges, charges, trusts, covenants, and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under such ordinance immediately upon the deposit of such money with the Refunding Trustee.

ARTICLE X
SALE OF BONDS, APPROVAL OF OFFICIAL STATEMENT, DEFEASANCE,
MISCELLANEOUS

Section 10.1 Sale of the Bonds; Delivery of Bonds. The City Council has determined that it is in the best interest of the City to delegate to the Finance Director, or the City Administrator in her absence (each a “Designated Representative”), the authority to approve the

Final Terms of each Series of Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the following parameters:

- (a) The aggregate principal amount of the Bonds does not exceed \$25,000,000;
- (b) One or more rates of interest may be fixed for the Bonds, and no rate of interest for any maturity of the Bonds may exceed 6.0%;
- (c) The aggregate true interest cost to the City for the Bonds does not exceed 5.0%;
- (d) The aggregate purchase price for the Bonds shall not be less than 98% or more than 130% of the aggregate stated principal amount of the Bonds;
- (e) The Bonds shall be issued subject to optional and mandatory redemption provisions, including designation of Term Bonds, if any;
- (f) The Bonds shall be dated as of the date of their delivery, which date and time for the issuance and delivery of the Bonds is not later than December 31, 2015;
- (g) Interest shall be payable at fixed rates semiannually, principal shall be payable annually and the final maturity shall not be later than December 1, 2035; and
- (h) There is a minimum net present value savings of 3.0% of the 2007 Refunded Bonds.

In determining the Final Terms of the Bonds, the Designated Representative, in consultation with other City officials and staff and advisors, shall take into account those factors that, in her/his judgment, will result in the lowest true interest cost on the Bonds to their maturity, including, but not limited to current financial market conditions and current interest rates for obligations comparable to the Bonds.

The Bonds shall be sold by negotiated sale to the Purchaser. Subject to the terms and conditions set forth in this Section 10.1, the Designated Representative is hereby authorized to execute the Bond Purchase Agreement on behalf of the City upon her/his determination that the conditions of this Section 10.1 have been met.

Section 10.2 Preparation, Execution and Delivery of the Bonds. The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 10.3 Preliminary Official Statement Deemed Final. The Designated Representative shall review and, if acceptable to her or him, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to

deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

Section 10.4 Approval of Final Official Statement. The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

Section 10.5 Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 10.6 General Authorization and Ratification. The Mayor, City Administrator, Finance Director and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 10.7 Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all

appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 10.8 Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Camas, Washington, at an open public meeting thereof, this 17th day of August, 2015.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

CERTIFICATION

I, the undersigned, City Clerk of the City of Camas, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on August 17, 2015, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is _____, 2015.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2015.

CITY OF CAMAS, WASHINGTON

City Clerk



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)
August 12, 2015

TO: Mayor Higgins
City Council

FROM: Sarah Fox, Senior Planner
Wes Heigh, Project Manager

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.

PUBLIC NOTICE: Notice of Application was mailed to owners within 300-feet of the property, and published in the Post Record (Legal Publication #539000) on July 7, 2015. Notice of Public Hearing was mailed to aforementioned owners and published in the Post Record (Legal Publication #540625) on July 28, 2015.

BACKGROUND INFORMATION

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

Seventh Avenue Townhomes Subdivision (SUB06-10) was granted final plat approval for 11 residential lots on March 2, 2015. The preliminary plat approval allowed up to 12-units. The proposed plat alteration will increase the number of allowed units 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 if approved. The Design Review Committee reviewed the triplex design at a public meeting on February 24, 2015, and recommended approval of the triplex, fencing and landscaping. The design review decision is attached to this report.

In summary, Staff found that the application met the requirements of approval for a plat alteration in accordance with RCW 58.17.215 Alteration of Subdivision, and conditions of approval are provided.

Discussion and Findings

Plat alterations are a modification to a final plat, and are a Type III decision in accordance with CMC§18.55.270(E). The criteria for approval of a plat alteration must be consistent with state law, specifically, RCW 58.17.080 (citation in italics), “*The legislative body shall determine the public use and interest in the proposed alteration and may deny or approve the application for alteration.*”

Discussion/Findings: The increase of the number of units for Lot 11 is the only change to this subdivision. The southern boundary of Lot 11 is adjacent to NW 6th Avenue. There are specific landscaping requirements that were approved through the preliminary plat decision and with the design review decision. The timing of the installation of the landscaping along NW 6th Avenue, specifically, within the 10-foot easement is not clear. The view of the subdivision from 6th Avenue is the most visible portion of the subdivision to the public, and it is currently unimproved. It is in the interest of the city to ensure that the improvements along the public right-of-way are completed, independent of the timing of the construction of the future triplex. **Staff recommends a condition of approval regarding the timing of the installation of the landscape buffer, to ensure that the public use and interest is met with the plat alteration.**

If any land within the alteration is part of an assessment district, any outstanding assessments shall be equitably divided and levied against the remaining lots, parcels, or tracts, or be levied equitably on the lots resulting from the alteration.

Findings: The submitted plat is under one ownership, and there are not any outstanding assessments.

If any land within the alteration contains a dedication to the general use of persons residing within the subdivision, such land may be altered and divided equitably between the adjacent properties.”

Findings: Within the bounds of Lot 1, there are common access easements for a path and for parking. This plat alteration does not change the general use of these easement areas for persons residing within the subdivision.

The alteration to the plat must also be consistent with the dimensional standards of the MF-18 zone. The maximum density is 18 units per acre and a minimum of six units per acre. The acreage as approved on the final plat is 0.0803 acres. This calculation would limit the subdivision to 14 units (0.803 x 18), and the proposal is for 13 units. There are practical reasons due to topography and the shape of the original parcel that would make the creation of more lots on this property impractical. The size of Lot 11 and the setbacks are consistent with the minimum standards of 10-foot front and rear setbacks (18-feet at garage front), and 3-foot side yards. The maximum building lot coverage is 65%, and the proposed triplex meets that standard as well. Given that this decision must clearly establish the number of units will conform to the density and dimension standards, a note on the plat is recommended.

Findings: The plat alteration meets the minimum dimensional standards and does not exceed the density of the zone and a note on the plat is advised.

Conclusions

- As conditioned, PlatAlt15-01 is consistent with procedures of CMC§18.55.270(E) and RCW§58.17.215

- As conditioned, PlatAlt15-01 is consistent with the dimensional standards of CMC Chapter 18.09.
- Approval of PlatAlt15-01 does not modify the conditions of approval of any associated and preceding decisions, unless specifically noted herein.

Recommendation


Staff recommends Council approve the plat alteration of 7th Avenue Townhomes (File #PlatAlt15-01) with the following conditions, which are **in addition to** all other associated permits:

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.
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.
3. The revised plat must be filed with the county auditor prior to building permit application submittal for Lot 11
4. Landscaping adjacent to NW 6th 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.



Community Development Department

NOTICE OF DECISION
Design Review Permit (File #DR14-07)

Applicant & Owner:	Doug Campbell, Seventh Avenue Townhomes, LLC	Decision Issued:	March 17, 2015
Site Address:	722 NW 7 th Avenue	Tax Parcels:	085169-000 085136-000 085140-000
Staff Contact:	Sarah Fox, Senior Planner  (360) 817-1568 communitydevelopment@cityofcamas.us		

THIS IS TO SERVE AS NOTICE that Design Review of 7th Avenue Townhomes (file #DR14-07), a multifamily development with 11-lots, has been **APPROVED WITH CONDITIONS**. Lots 1 through 10 will be developed with attached townhomes. Lot 11 may be developed with a duplex or single residence, until approval of a plat alteration is granted. The decision with findings, conclusions, and conditions of approval is attached to this notice.

This design review decision is a Type II decision, and is final on the 14th day after the decision was rendered, unless appealed.

TYPE II APPEAL PROCEDURES:

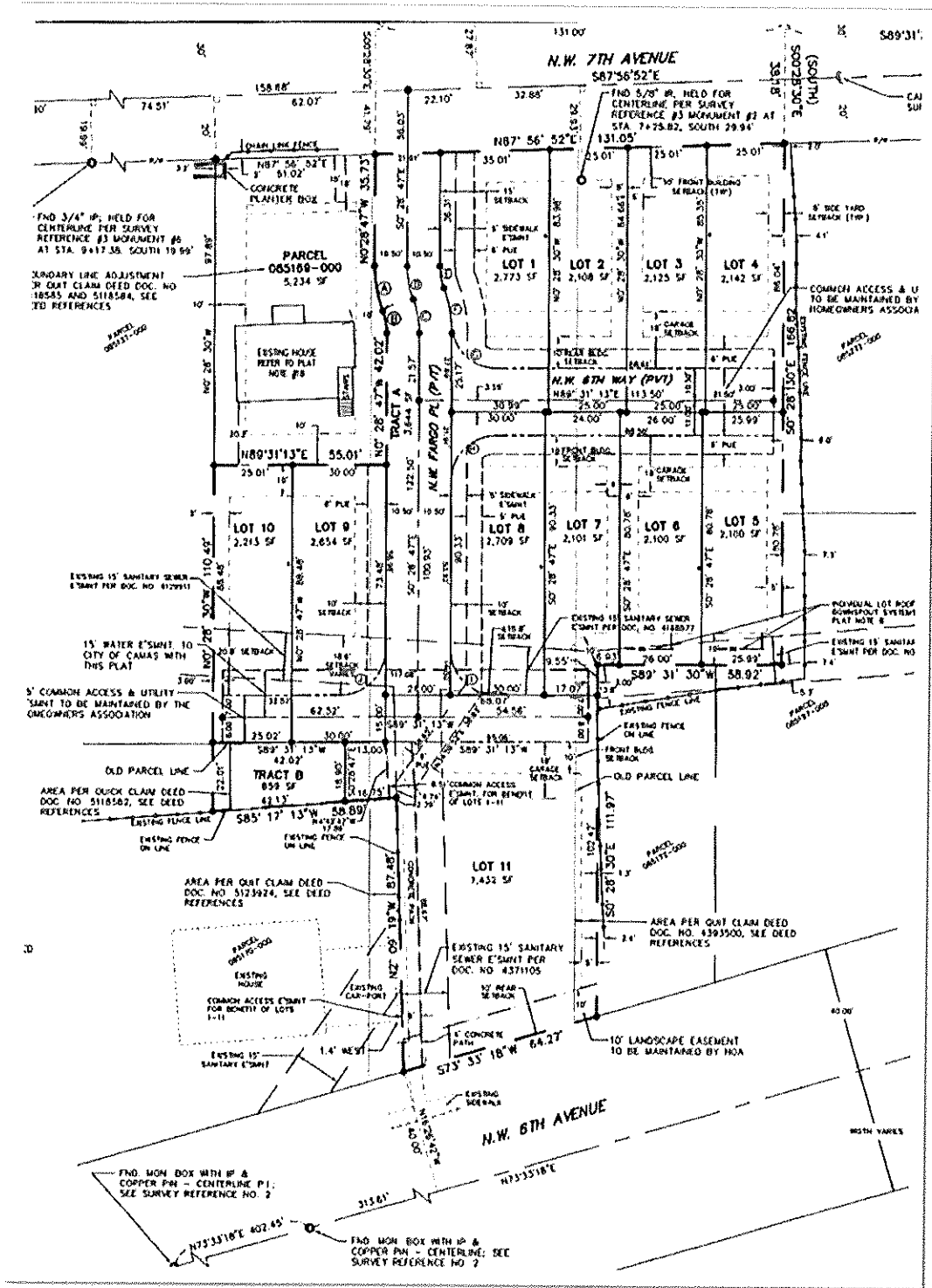
This decision may be appealed to the hearings examiner before 5:00 p.m. on March 31, 2015. All appeals are initiated by filing a notice of appeal with the appeal fee of \$340 to the director within fourteen (14) days of issuance of the decision being appealed.

The appeal shall be in writing, include the appeal fee of \$340, and contain the following information:

- (1) Appellant's name, address and phone number;
- (2) Appellant's statement describing his or other standing to appeal;
- (3) Identification of the application which is the subject of the appeal;
- (4) Appellant's statement of grounds for the appeal and the facts upon which the appeal is based;
- (5) The relief sought, including the specific nature and extent;
- (6) A statement that the appellant has read the notice of appeal and believes the content to be true, followed by the appellant's signature.

7th Avenue Townhomes

(Excerpt from file #FP14-08)
722 NW 7th Avenue, Camas, WA





DECISION

Design Review for Seventh Avenue Townhomes

File No. DR14-07 (Related Files: FP14-08, SUB06-10, and MinMod15-02)

Decision Issued: March 17, 2015

TO: Seventh Avenue Townhomes, LLC
Owners of property within 300-feet of subject site

FROM: Sarah Fox, Senior Planner *Sjf*

LOCATION: 722 NW 7th Avenue also described as Tax Parcel numbers 085169-000, 085136-000, and 085140-000.

OWNER: Doug Campbell, Seventh Avenue Townhomes, LLC

APPLICABLE LAW: The application was submitted on November 5, 2014, 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 17.21 Procedures for Public Improvements; CMC Chapter 18.19 Design Review; Camas Design Review Manual (2002); and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

BACKGROUND INFORMATION

- | | |
|---|---|
| <ul style="list-style-type: none">• 11 Lots (Size range: 2,100 to 7,432 sq. ft.)• Zoning: Multi-family residential (MF-18) | <ul style="list-style-type: none">• Total area: 0.83 acres• Recreational open space: 0.015 acres |
|---|---|

Seventh Avenue Townhomes is located in a gateway corridor of the city, between NW 6th Avenue and NW 7th Avenue. Although it is located in a multi-family zone, most of the surrounding properties are developed with single-family homes, which were built in the 1920's. The development received preliminary plat approval for 12 new townhome lots, and lot line adjustments to an existing single family home (separate lot) on December 22, 2006. A minor modification decision was issued on February 3, 2015, that reduced the subdivision to 11 lots (File #MinMod15-02). The final plat was approved by City Council on March 2, 2015.

The applicant proposes to construct attached townhomes on all lots, except Lot 11, which is intended to be developed as a triplex. At the writing of this report, the applicant did not have approval for a triplex, which will require a plat alteration after the final plat is approved (CMC§18.55.270). However, the design of the triplex is included with this review, in order to eliminate the need for another design review application if the alteration is approved. With the issuance of this decision, Lot 11 could be developed with a single family home or as a duplex with the attached townhome design included with this application.

The Design Review Committee (DRC) held a public meeting on February 24, 2015, and a video recording of the meeting is available online at <https://camas.legistar.com/Calendar.aspx>.

The DRC considered the general design review standards (CMC Ch. 18.19 and the Camas Design Review Manual "DRM"); along with the specific standards for gateways and for multifamily developments (refer to pages 8 -9, and 14-17, DRM). Also, the associated decisions for the project included conditions that are relevant to the design of the development, and require approval from the DRC. Specifically, Condition 15 (SUB06-10) requires DRC approval of townhome designs prior to submittal of building plans.

DESIGN REVIEW REQUIREMENTS PER CMC CHAPTER 18.19 DESIGN REVIEW AND THE CAMAS DESIGN REVIEW MANUAL

The following summary of design criteria must be met for approval of a development per CMC§18.19.050 Design Principles.

- **Standard Principles, Subsection “A”, includes landscaping, integration of natural features of the property, building design, and integration of historic elements.**

Findings: The development provides the required landscaping of one tree per lot per CMC§17.19.030(F), and includes additional shrubs throughout the development to meet other requirements for parking lots and multifamily design standards of CMC Chapter 18.19 Design Review. The proposed homeowner CC&R’s includes perpetual maintenance by the association of landscaping along all street frontages. The DRC noted that the standards of retaining natural features of the landscape and historic elements did not apply to this property.

- **Specific Principles, Subsection “B(1)”, includes restrictions on signs in gateways, pedestrian surfacing, and streetscape lighting. The Camas Design Review Manual at pages 9-10 restricts signs within gateways, and a standardized design could be approved for all other signs.**

Findings: The development includes a pedestrian path that connects the subdivision to the gateway area along NW 6th Avenue. The proposed landscaping easement area along NW 6th Avenue is intended to be maintained by the homeowners association for the enhancement of this corridor. The DRC found that the application met these criteria.

- **Specific Principles, Subsection “B(2)”, applies to commercial and mixed use developments.**

Findings: Not applicable to this residential development.

- **Specific Principles, Subsection “B(3)”, provides design guidelines for townhomes and row houses at Subsection (B)(3)(b), and multifamily housing at Subsection (B)(3)(c).**

Findings: A minimum standard for both townhomes and row houses is that garages must be “articulated by architectural features, such as windows to avoid a blank look” if facing a street. The proposed site plan indicates that garages will not be visible from either NW 6th or 7th Avenues, only from the internal streets of the development. The lots along NW 7th Avenue will have garages at the rear of the structures. The lots in the middle of the development have proposed designs in which garages account for less than fifty percent of the front face of the structure, which meets this standard. The standards also require that all onsite parking areas must be screened with landscaping. The landscape plan dated January 12, 2015, provides a variety of trees and shrubs at the perimeter of the parking areas in compliance.

CONCLUSIONS

At the conclusion of the public meeting, and after considerable deliberation, the Design Review Committee recommendations were as follows:

Conditions of Approval for SUB06-10 (Excerpt)	DRC Decision
15. The design of townhomes and row houses are subject to Design Review in accordance with §18.19CMC. The applicant shall be required to receive Design Review approval prior to the submittal of building plans for review.	The DRC approved the building designs as presented, with a recommendation to provide larger columns with the triplex design.

Conditions of approval for MinMod15-02 (Excerpt)

DRC Decision

2. No sight-obscuring obstructions higher than 42" (sheds or solid masonry walls) may be constructed within the twenty-feet of landscaped area (or combination as described at Condition 1) between the arterial and the structure setback at Lot 11. Chain-link, wrought-iron, or other fencing style that provides visibility may be approved by the Design Review Commission to be up to six feet in height.

The DRC approved fencing at Lot 11 to be up to six feet if constructed of chain-link, wrought-iron or other style that provides similar visibility. They clarified that the rear fencing standards will not extend past the southeast corner of the residential structure.

DECISION

Based on the findings, discussion, and conclusions provided or incorporated herein and the public record in this case, the City hereby approves DR14-07 (7th Avenue Townhomes), subject to the following conditions of approval:

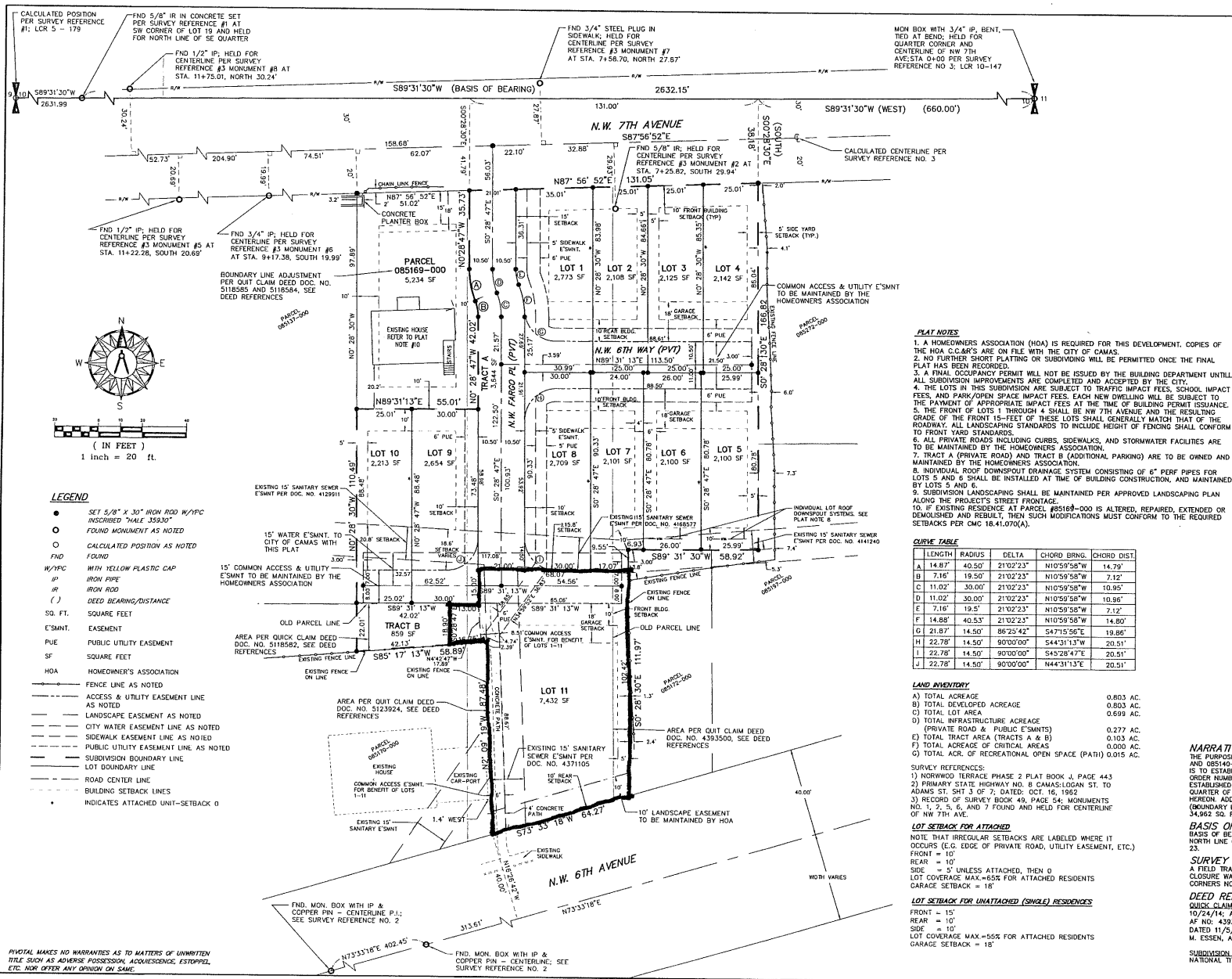
CONDITIONS OF APPROVAL FOR DR14-07 (7TH AVENUE TOWNHOMES)

These conditions are **in addition** to all other conditions issued for this development with associated permits, and do not replace or repeal any other conditions.

1. Consistent with gateway design standards, no free-standing signs may be installed along the NW 6th Avenue. A monument sign may be installed along the NW 7th Avenue edge of the development after applicable permits are obtained.
2. Fencing along NW 6th Avenue (Lot 11) may be cedar, masonry, or other design **if under 42"**. Taller fencing must be non-site obscuring consistent with this decision.



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,
 CLATSOP COUNTY, WA
 FINAL ORDER SUB #06-10
 DATED DECEMBER 22, 2006



CITY MAYOR:
 APPROVED AND ACCEPTED BY: *[Signature]* 3/6/15
 DATE

CITY FINANCE DIRECTOR:
 THERE ARE NO ADDITIONAL SPECIAL ASSESSMENTS ON THIS PROPERTY,
 AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT
 IS RECORDED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID
 IN FULL.
 ATTESTED BY: *[Signature]* 3/6/15
 CITY FINANCE DIRECTOR

CITY COMMUNITY DEVELOPMENT DEPARTMENT:
 APPROVED BY: *[Signature]* 3-6-15
 DIRECTOR OF DESIGNEE

CITY ENGINEER:
 ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORDANCE WITH THE
 REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL.
 ALL IMPROVEMENTS SHALL BE CONFORM TO THE CITY OF CAMAS FINAL
 ORDER NUMBER SUB #06-10, DATED DECEMBER 22, 2006. THE BOUNDARY LINES WERE
 ESTABLISHED PER DEEDS AS COMMENCING FROM THE SW CORNER OF THE
 QUARTER OF SECTION 10 AND ALONG THE NORTH LINE OF SAID SE QUARTER AS SHOWN
 HEREON. ADDITIONAL BOUNDARIES WERE TRACED PER RECORDED QUICK CLAIM DEEDS
 (BOUNDARY LINE ADJUSTMENTS) AS NOTED HEREON. THE PLATTED BOUNDARY AREA =
 34,962 SQ. FT.
 APPROVED BY: *[Signature]* 3-6-15
 CITY OF CAMAS ENGINEER

FIRE DEPARTMENT
 APPROVED BY: *[Signature]* 3/9/15
 CITY OF CAMAS FIRE CHIEF

CLARK COUNTY ASSESSOR:
 THIS PLAT MEETS THE REQUIREMENTS OF RCW 51.12.170 LAWS OF WASHINGTON
 1961, TO BE KNOWN AS: 7TH AVENUE TOWNHOMES
 PLAT NO. _____ CLARK COUNTY, WASHINGTON
 APPROVED BY: *[Signature]* 3/13/15
 CLARK COUNTY ASSESSOR

CLARK COUNTY AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS 15TH DAY OF MARCH 2015
[Signature]
 CLARK COUNTY AUDITOR

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.
[Signature] 1/17/015
 STEPHEN C. HALL, PLS # 30330 DATE



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 SUBDIVISION WILL BE PERMITTED UNLESS THE FINAL PLAT HAS BEEN RECORDED.
- A FINAL OCCUPANCY PERMIT WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL 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 PARKING/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" PER PIPES FOR LOTS 5 AND 6 SHALL BE INSTALLED AT THE 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 #085169-000 IS ALTERED, REPAIRED, EXTENDED OR DEMOLISHED AND REBUILT, THEN SUCH MODIFICATIONS MUST CONFORM TO THE REQUIRED SETBACKS PER CMC 18.41.070(A).

CURVE TABLE

LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD DIST.	
A	14.87	40.50'	210°2'23"	N10°59'58"W	14.79'
B	7.16	19.50'	210°2'23"	N10°59'58"W	7.12'
C	11.02	30.00'	210°2'23"	N10°59'58"W	10.95'
D	11.02	30.00'	210°2'23"	N10°59'58"W	10.95'
E	7.16	19.5'	210°2'23"	N10°59'58"W	7.12'
F	14.88	40.53'	210°2'23"	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 ACRE OF CRITICAL AREAS 0.000 AC.
- G) TOTAL ACR. OF RECREATIONAL OPEN SPACE (PATI) 0.015 AC.

SURVEY REFERENCES:
 1) NORTHWAY TERRACE PHASE 2 PLAT BOOK 4, 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 644 MONUMENTS NO. 1, 2, 5, 6, AND 7 FOUND AND HELD FOR CENTERLINE OF NW 7TH AVE.

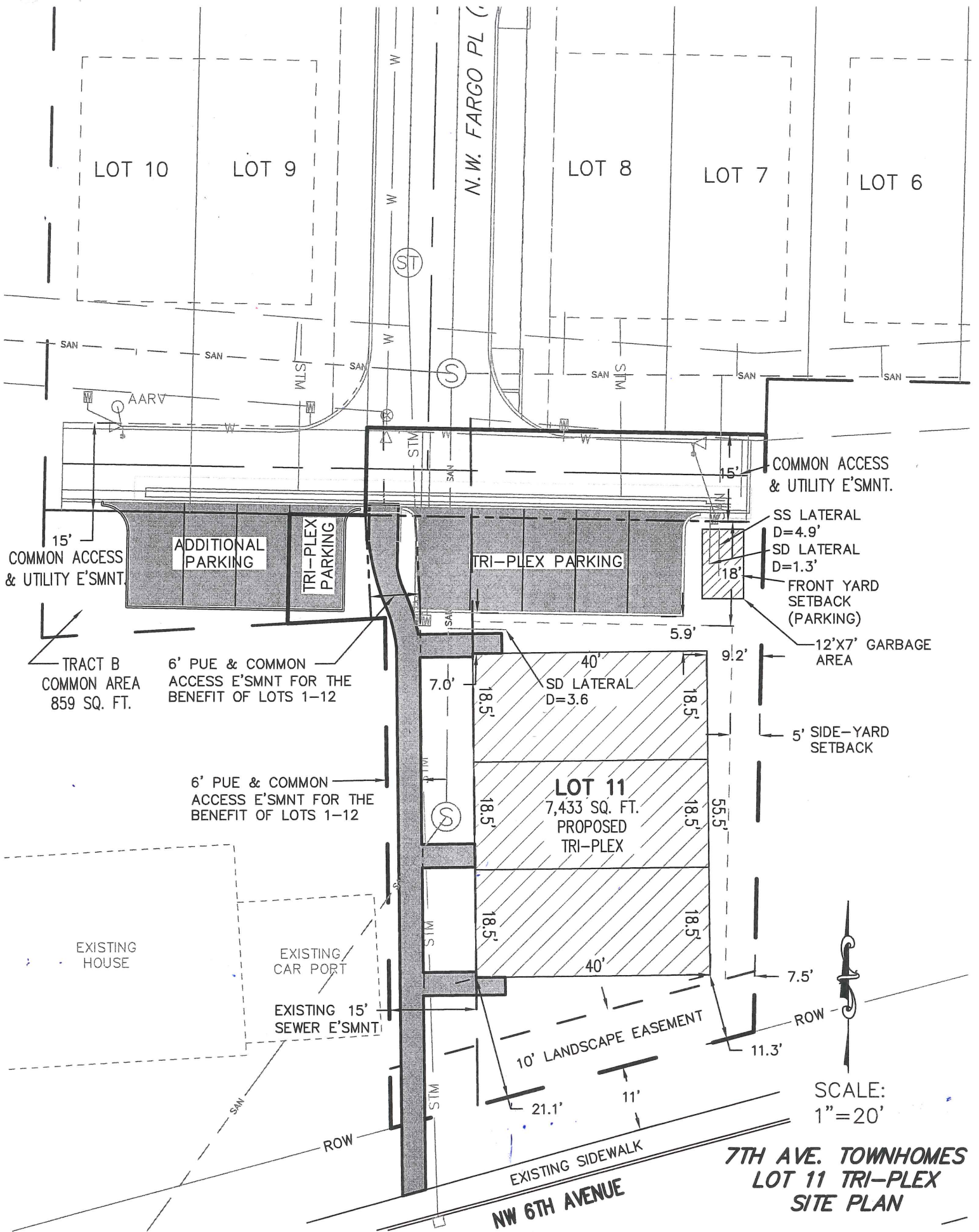
LOT SETBACK FOR ATTACHED
 NOTE THAT IRREGULAR SETBACKS ARE LABELED WHERE IT OCCURS (E.G. EDGE OF PRIVATE ROAD, UTILITY EASEMENT, ETC.)
 FRONT = 10'
 REAR = 10'
 SIDE = 5' UNLESS ATTACHED, THEN 0'
 LOT COVERAGE MAX.=55% FOR ATTACHED RESIDENTS
 GARAGE SETBACK = 18'

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/IPC INSCRIBED "HALF 35930"
- FOUND MONUMENT AS NOTED
- O CALCULATED POSITION AS NOTED
- FOUND
- W/IPC 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

PIVOTAL MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ADVERSE USE, ETCOPPEL, ETC. NOR OFFER ANY OPINION ON SAME.



LOT 10

LOT 9

N.W. FARGO PL.

LOT 8

LOT 7

LOT 6

15' COMMON ACCESS & UTILITY E'SMNT.

ADDITIONAL PARKING

TRI-PLEX PARKING

TRI-PLEX PARKING

COMMON ACCESS & UTILITY E'SMNT.

SS LATERAL D=4.9'

SD LATERAL D=1.3'

18' FRONT YARD SETBACK (PARKING)

TRACT B COMMON AREA 859 SQ. FT.

6' PUE & COMMON ACCESS E'SMNT FOR THE BENEFIT OF LOTS 1-12

6' PUE & COMMON ACCESS E'SMNT FOR THE BENEFIT OF LOTS 1-12

EXISTING HOUSE

EXISTING CAR PORT

EXISTING 15' SEWER E'SMNT

LOT 11 7,433 SQ. FT. PROPOSED TRI-PLEX

12'X7' GARBAGE AREA

5' SIDE-YARD SETBACK

10' LANDSCAPE EASEMENT

SCALE: 1"=20'

7TH AVE. TOWNHOMES LOT 11 TRI-PLEX SITE PLAN

NW 7TH AVENUE

PARCEL
85169-000

EXISTING HOUSE
TO REMAIN

LOT 1

LOT 2

LOT 3

LOT 4

N.W. 6TH WAY (PVT)

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

N.W. FARGO PL (PVT)

15' COMMON ACCESS
& UTILITY E'SMNT.

ADDITIONAL
PARKING

TRI-PLEX
PARKING

TRI-PLEX PARKING

COMMON ACCESS
& UTILITY E'SMNT.

SS LATERAL
D=4.9'

SD LATERAL
D=1.3'

18' FRONT YARD
SETBACK
(PARKING)

12'X7' GARBAGE
AREA

5' SIDE-YARD
SETBACK

TRACT B
COMMON AREA
859 SQ. FT.

6' PUE & COMMON
ACCESS E'SMNT FOR THE
BENEFIT OF LOTS 1-12

6' PUE & COMMON
ACCESS E'SMNT FOR THE
BENEFIT OF LOTS 1-12

LOT 11

7,433 SQ. FT.

PROPOSED
TRI-PLEX

EXISTING
HOUSE

EXISTING
CAR PORT

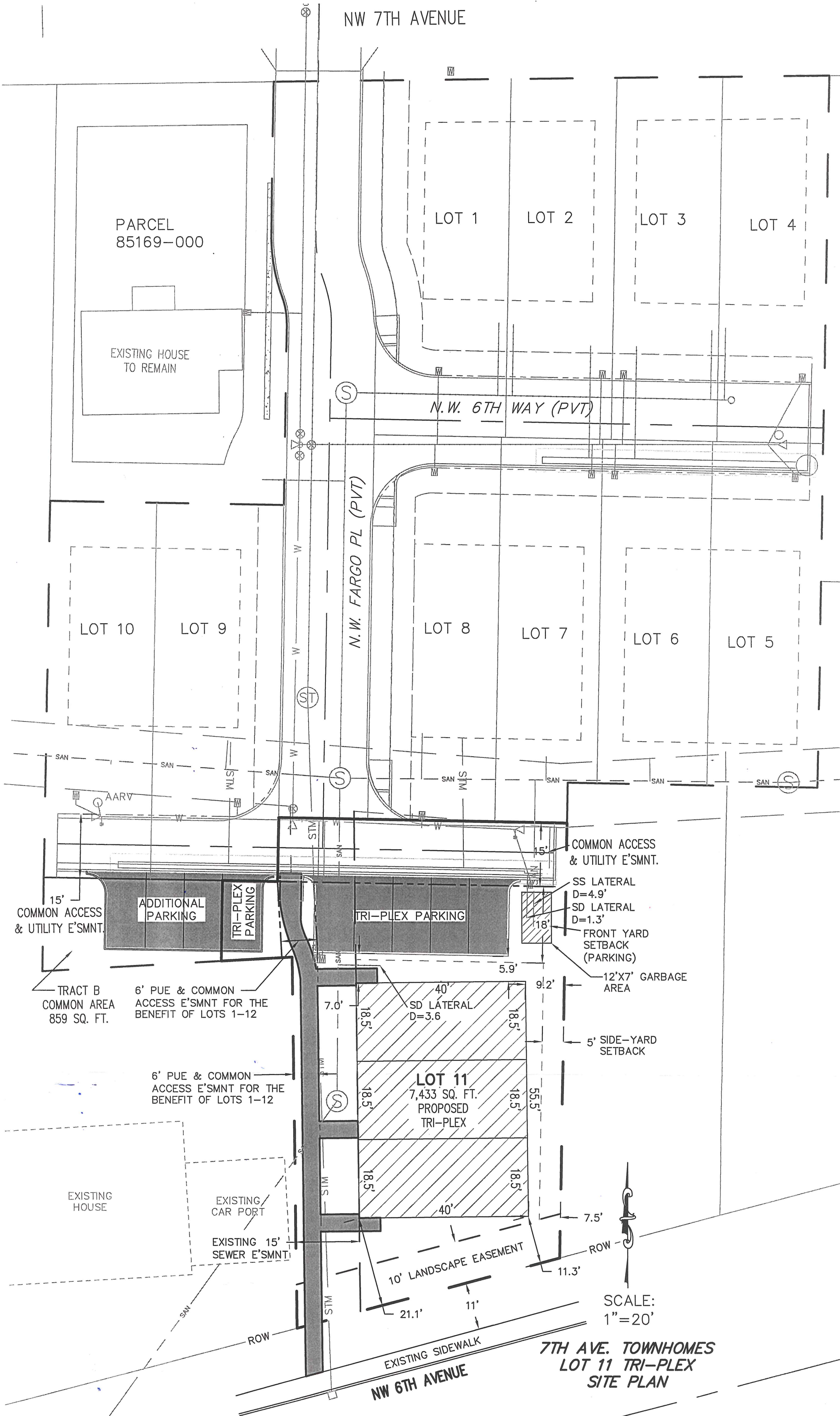
EXISTING 15'
SEWER E'SMNT

10' LANDSCAPE EASEMENT

SCALE:
1"=20'

7TH AVE. TOWNHOMES
LOT 11 TRI-PLEX
SITE PLAN

EXISTING SIDEWALK
NW 6TH AVENUE





NOTES

UTILITIES
OWNER IS RESPONSIBLE TO LOCATE PROPERTY LINES. OWNER IS RESPONSIBLE TO LOCATE ANY WATER, ELECTRIC, AND SEWER LINES NOT LOCATED BY PUBLIC LOCATING SERVICE. CONTRACTOR IS RESPONSIBLE TO HAVE PUBLIC UTILITIES LOCATED.

PLANTING
WHENEVER POSSIBLE, ALL PLANTING AREAS SHALL BE MOUNDED 2"-12" ABOVE GRADE. PLACEMENT OF ALL PLANTS MUST BE FIELD ADJUSTED FOR GROWTH AND AESTHETICS. PLANTING PROCEDURES: DIG PLANTING HOLES A MINIMUM OF 3'x 50% (BY VOLUME) + NATIVE SOIL AS BACK FILL. INCORPORATE ORGANIC OR TIME RELEASED FERTILIZER ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. CROWN OF PLANT SHALL BE PLACED 2"-6" ABOVE GRADE WITH SOIL GRADED TO COVER SIDES OF ROOT BALL. COMMERCIAL GRADE WEED BARRIER (WOVEN SYNTHETIC RECOMMENDED) TO BE INSTALLED AFTER PLANTING AND BEFORE BARK. TOP DRESS PLANTING AREAS WITH 2"-3" HEMLOCK, COMPOST OR AGED BARK.

HARD SURFACES
CONCRETE, RETAINING WALLS, PAVERS AND FLAGSTONE SHALL BE INSTALLED ACCORDING TO INDUSTRY STANDARDS (ICPI AND NEMA). OWNER SHALL APPROVE STYLE AND COLOR BEFORE WORK IS STARTED. A MINIMUM OF 4" COMPACTED CRUSHED GRAVEL SHALL BE USED FOR BASE OF PAVERS AND RETAINING WALLS OR 3" CONCRETE RAY SLAB FOR MORTARED FLAGSTONE.

QUANTITIES
CONTRACTOR IS RESPONSIBLE TO PROVIDE, INSTALL AND GUARANTEE ALL NECESSARY MATERIALS. QUANTITIES SHOWN ON PLAN ARE FOR ILLUSTRATION PURPOSES ONLY. CONTRACTOR MUST CALCULATE MATERIAL TAKE OFF BASED ON SITE CONDITIONS.

GRADING
GRADING SHALL BE DONE TO MAXIMIZE AS MUCH USABLE SPACE AS POSSIBLE. GRADE MUST ASSURE A MINIMUM FALL OF 3% AWAY FROM FOUNDATION AND 3%-5% AS A USABLE STANDARD.

DRAINAGE
CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER DRAINAGE IN AREA WHERE LANDSCAPING IS COMPLETED. HARD SURFACES SHALL BE CONSTRUCTED IN A MANNER WHERE THERE IS NO STANDING WATER.

IRRIGATION
IRRIGATION SYSTEM SHALL BE INSTALLED TO ADEQUATELY WATER ALL PLANTINGS. APPROVED BACKFLOW DEVICE MUST BE INSTALLED AT POINT OF CONNECTION. PROVISION TO BLOW OUT MAINLINE FOR WINTER MAINTENANCE SHALL BE PROVIDED AFTER BACKFLOW DEVICE. PLANTS SHALL BE IRRIGATED WITH DRIP IRRIGATION ACCORDING TO DRIP EMITTER SCHEDULE. DRIP EMITTERS SHALL BE PROPERLY SEATED IN 1/2" POLY TUBING CONNECTED TO VALVE. OWNER OR OWNER'S AGENT SHALL BE RESPONSIBLE TO MONITOR IRRIGATION FOR PROPER WATERING.

WARRANTY
CONTRACTOR SHALL GUARANTEE ALL LABOR AND MATERIALS FOR A PERIOD OF ONE YEAR FROM ACCEPTED COMPLETION OF WORK.

LIABILITY
OWNER/ CONTRACTOR SHALL HOLD HARMLESS AMERICA THE BEAUTIFUL LANDSCAPE DESIGN FOR ANY OVERRUNS, DELAYS, DAMAGES, ERRORS OR OMISSIONS.

PLANT LEGEND						
SYMBOL	QTY	KEY	COMMON	BOTANICAL	SIZE	SPACING
A	9	A	MARDI GRAS ABELIA	ABELIA x 'MARDI GRAS'	1 GALLON	5'
AA	13	AA	DAVID VIBURNUM	VIBURNUM DAVIDII	1 GALLON	5'
AB	11	AB	VAREGATED FERIWINKLE	VINCA MINOR VERIGATA	1 GALLON	5'
B	5	B	VINE MAPLE	ACER CIRCINATUM	5'-6'	15'
C	4	C	PAPERBARK MAPLE	ACER GRISEUM	1 1/2" CAL	20'
D	11	D	MASSACHUSETTS BEARBERRY	ARCTOSTAPHYLOS UVA-URSI MASSACHUSETTS	1 GALLON	4'
E	6	E	DWARF RED JAPANESE BARBERRY	BERBERIS THUNBERGII 'ATROPURPUREA'	5 GALLON	5"
F	7	F	GREEN ARROW WEeping CEDAR	CHAMAECYPARIS NOOTKATENSIS 'GREEN ARROW'	6'-7'	10'
G	11	G	PURPLE ROCK ROSE	CISTUS PURPUREA	5 GALLON	5'
H	10	H	BRILLIANTY ROCK ROSE	CISTUS x 'BRILLIANTY'	1 GALLON	3'
I	4	I	DOGWOOD	CORNUS KOUSA 'SATOMI'	1 1/2" CAL	20'
J	7	J	DWARF JAPANESE GARDEN JUNIPER	DWARF JAPANESE GARDEN JUNIPER JUNIPERUS PROCUMBENS 'NANA'	1 GALLON	5'
K	26	K	HEATHER 'DECEMBER RED'	ERICA CARNEA 'DECEMBER RED'	1 GALLON	5'
L	4	L	BURNING BUSH	EUONYMUS ALATA 'COMPACTA'	1 GALLON	5'
M	6	M	CHINESE JUNIPER	JUNIPERUS CHINENSIS 'GOLD COAST'	1 GALLON	3'
N	20	N	BLUE HARBOR JUNIPER	JUNIPERUS HORIZONTALIS 'BAR HARBOR'	1 GALLON	3'
O	20	O	COMPACT OREGON GRAPE	MAHONIA AQUIFOLIUM 'COMPACTA'	1 GALLON	4'
P	10	P	HEAVENLY BAMBOO	NANDINA DOMESTICA 'MOON BAY'	1 GALLON	3'
Q	6	Q	HEAVENLY BAMBOO	NANDINA DOMESTICA 'MOYERS RED'	1 GALLON	4'
R	18	R	FOUNTAIN GRASS	PENNISETUM ORIENTALE	1 GALLON	4'
S	1	S	WEeping WHITE SPRUCE	PICEA GLAUCA 'PENDULA'	1 GALLON	10'
T	19	T	SWORD FERN	POLYSTICHUM MUNITUM	1 GALLON	5'
U	14	U	RED ACE POTENTILLA	POTENTILLA FRUITICOSA 'RED ACE'	1 GALLON	3'
V	16	V	SUNSET POTENTILLA	POTENTILLA FRUITICOSA 'SUNSET'	1 GALLON	3'
W	3	W	FLOWERING CHERRY	PRUNUS SERRULATA 'KWANZAN'	1 1/2" CAL	20'
X	3	X	CAPITAL PEAR	PYRUS CALLERYANA 'CAPITAL'	1 1/2" CAL	12'
Y	13	Y	EMERALD ARBORVITAE	THUJA OCCIDENTALIS 'EMERALD'	6'-7'	3'
Z	6	Z	GREEN GIANT ARBORVITAE	THUJA PLICATA x STANDISHII 'GREEN GIANT'	6'-7'	10'

7TH AVENUE TOWNHOMES (LOT #1-#15)
DOUG CAMPBELL, CRG, INC.
REAL ESTATE DEVELOPMENT, PLANNING AND INVESTMENT
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TURNING ORDINARY YARDS INTO EXTRAORDINARY GARDENS

PAGE 1 OF 1
LANDSCAPE PLAN
L-12.2
SCALE 1"=40'
1-12-2015

**7th Avenue Townhomes Subdivision
Major Modification
Type III Review**

May 5th, 2015

PROJECT INFORMATION

APPLICANT: 7th Avenue Townhomes, LLC
5440 SW Westgate Drive, Suite 370
Portland, Or 97221
Contact: Doug Campbell
503-539-9994

ENGINEER: Pivotal
1101 SE Tech Center Drive
Suite 160
Vancouver, WA 98683
Contact : Steve Hale
360-882-4269

**ARCHITURAL/
DESIGN:** Design NW
14602-D NE 4th Plain RD
PO Box 821425
Vancouver WA 98682
(360) 260-1766

PROPERTY OWNERS: **Same as Applicant**

REQUEST: Major Modification to the approved and recorded Plat of the 7th Avenue Townhomes Subdivision to add one unit for a tri-plex townhome on lot 11. No changes are proposed to the approved and recorded plat.

GENERAL LOCATION: 610 NW Fargo Place, Lot 11

SIZE: .91 acres (total original project size)
Lot 11, 7,432 sf

ZONING DISTRICT: MF-18

PROJECT DESCRIPTION/BACKGROUND

The 7th Avenue Townhome Subdivision is generally located at 710 NW 7th Avenue and extends down to NW 6th Avenue. The townhome project was approved in 2006 and has just recently been developed out with a Final Plat approval in March, 2015.

The Subdivision consists of 11 townhome lots and was originally approved for 12 townhome lots, but Lots 11 and 12 located at the south end of the property abutting NW 6th Avenue were combined into a larger lot to allow a single townhome building of three units on the lot, as the combined property size will allow up to 3 units under the allowed MF-18 zoning.

The property is accessed by a 20 foot wide private road from NW 7th Avenue. A five foot sidewalk running along the main portion of the road provides pedestrian access to NW 7th Street and connects through to NW 6th Avenue. The property slopes slightly to the south toward 6th Avenue. There are no natural drainages on the property or significant trees greater than 6”.

The 11 townhome lots consist of duplex attached units, or 6 buildings totaling 12 units. Eight (8) of the units (4 buildings) have access via a small private driveway easement at 20 feet wide that will provide a common driveway entry for the units. Lots 9-11 are located off a private access easement at the south end of the site. Four of the lots (lots 1-4) have frontages on NW 7th Avenue and will have front entries directly onto NW 7th Avenue, with tuck under garages and secondary rear entries; these units will be 1,610 sf. The other lots (5-10) will have standard two story townhomes with front entry garages and will be 1,490 sf.

PROPOSED MAJOR MODIFICATION

The proposed modification to the approved and recorded plat consists of adding 1 unit to lot 11 and doing a tri-plex townhome building on the lot which was combined into one lot for the purposes of this modification. The lot area is 7,432 sf, which will allow 3 units in the MF-18 zoning district. (see attached site plan and recorded Final Plat). The original property size of .91 acres, supported up to 18 units on the property. With the proposed modification there would be 13 units well below the maximum amount of units that would have been allowed under the zoning code for the previously approved subdivision.

The proposed modification to increase the density by one unit and allow a tri-plex on lot 11 meets the zoning and density requirements of the MF -18 zone. The proposed modification meets the intent of the zoning code which supports and encourages this type of multi-family housing.

Site Utilities

The site infrastructure and utilities has been designed and upgraded to allow a tri-plex building on the site. The existing storm detention/infiltration pipe was expanded to allow for additional parking and roof drainage, and a stormwater lateral connection is provided to the property. Three water meters and connections are provided to the lot, and sewer service is also stubbed to the property. Three electrical services were installed to service each of the three proposed units.

Parking

Parking is provided in front of the building and includes six dedicated parking spaces for the future tri-plex building as shown on the attached site plan. The proposed parking meets the requirements for parking of 2 spaces per unit. The parking spaces are standard size at 9 by 17 feet. Additional parking is available within Track B for guests and will be managed by the HOA. Any additional parking for residents or guests is available along NW 7th Avenue, approximately 180 feet to the north via dedicated sidewalk along NW Fargo Place.

Building Layout and Design

The tri-plex building, as proposed on the attached site plan, will be garden style townhomes with access from the existing walkway connecting to the parking area in front of the building, this walkway is already in place as part of the subdivision improvements. The building will be similar width as the originally proposed duplex townhomes at 40 feet wide and will be 56 feet in length, longer by approximately 11 feet or 440 sf. The tri-plex building will have similar features and appearance as the other townhomes currently under construction, though the units will be smaller.

Approximately 5 feet of landscaped area is proposed between the front parking area and the building. The rear yard along NW 6th Avenue will be 21 feet at the westerly corner of the building to 11 feet at the eastern corner of the building. A 10 foot area along the rear property line will be reserved in a landscape easement to be maintained by the HOA and owner(s) of the tri-plex townhomes. The westerly sideyard will be 15 feet wide and includes an existing access sidewalk and walkways to the units. The easterly side yard will be 9 feet to 7.5 feet and will include small patios and private court yard areas for the units. A garbage area is proposed at the northeast end of the lot adjacent to the parking area. The garbage area will be an enclosed area with cedar fencing.

Landscaping

The landscape plan has been updated for the tri-plex plan. Generally, landscaping is proposed along the 11 foot R-O-W including street trees and bushes; additional cedar type trees or western arborvitae (Green Giant) trees will be provided along the 10 foot landscape easement providing additional screening and buffering of the townhomes from NW 6th Avenue. The Western Arborvitae (Green Giant) variety work well as a screening tree, grow to 15-20 feet or higher and will grow to 8-10 feet wide. Landscaping is proposed along the sidewalk within the 15 foot sideyard easement area and along the walkways into the units. There are two trees proposed at the front of the site adjacent to the parking area as well as the trees proposed along the rear property line. Additional landscaping will be provided around the parking area and in front of the building within the front yard area.