

CITY COUNCIL MEETING AGENDA
Monday, December 15, 2014, at 7 p.m.
Camas City Hall, 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 December 1, 2014, Camas City Council Meeting and the work session minutes of December 1, 2014
- B. Approve claim checks as approved by the Finance Committee
- C. Approve the write-off of the November 2014 Emergency Medical Services (EMS) billings in the amount of \$60,715.49. 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 Cathy Huber Nickerson)
- D. Authorize the Mayor to sign the Modification to the Development Agreement with the builder, Doug Campbell, of the 7th Avenue Townhomes, LLC. The City worked with the developer to replace a substandard storm line in return for shared costs. During construction, the developer ran into some unforeseen costs overruns due to bedrock issues. The attached addendum splits the overrun between the City and the developer for an additional amount of \$3,832.90. The attached addendum was drafted and approved as to form by the City Attorney. (submitted by Robert Maul)
- E. Authorize the Engineering Manager/City Engineer to sign the professional services contract agreement with HDJ Design Group for surveying and design, environmental permitting and documentation, and right-of-way acquisition services for the NW Brady Road Improvements in an amount not to exceed \$818,773.28. This total cost includes a contingency budget of \$72,154.91 in the event that additional environmental analysis and permitting will be required. The project design is in the budget for 2015

and 2016 and Federal Highway Administration (FHWA) will provide \$339,000 in design funds. (submitted by James Carothers)

- F. Authorize BergerAbam Consultant Services for Phase 2 of the Comprehensive Plan Update. According to State requirements, the City must update the comprehensive plan by June 2016. The goal of the first phase of the update is to create a vision for the City, which will guide development for the next twenty years. Phase 2 will update the policies and goals of the plan consistent with the vision and State guidelines. Phase 1 is nearing completion and a vision statement will be presented in January. A scope of work and contract for Phase 2 must be approved in order to seamlessly continue this project. (submitted by Sarah Fox)
- G. Authorize Pay Estimate No. 5 for Project S-566 NW Friberg Street/Goodwin Road Improvements to McDonald Excavating, Inc., in the amount of \$644,289.50 for work completed through November 30, 2014. This project is partially funded by a Public Works Trust Fund (PWTF) loan and a Community Economic Revitalization Board (CERB) grant administered by the Washington State Department of Commerce and the Washington State Department of Ecology. (submitted by James Carothers)
- H. Authorize release of retainage for Project WS-720A 2013 STEP/STEF Tank Pumping Project to AAA Septic Service, LLC in the amount of \$2,518.52. All required City and State project documentation has been received and verified. (submitted by James Carothers)
- I. Authorize Pay Estimate No. 6 for Project WS-741 2014 STEP/STEF Tank Pumping to AAA Septic Service in the amount of \$3,384.20 for work through November 30, 2014. 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)
- J. Authorize Pay Estimate No. 2 for Project S-583 NW 18th Bike and Pedestrian Trail Link to Green Construction, Inc., in the amount of \$140,506.94 for work through November 30, 2014. This budgeted project is partially funded by a Transportation Alternatives Program grant, neighborhood contributions and the storm drainage utility. (submitted by James Carothers)
- K. Authorize Pay Estimate No. 6 for Project S-565 NW 38th Avenue Roadway Improvements, Phase 2 to Nutter Corporation in the amount of \$272,030.54 for work completed from November 1, 2014 through December 8, 2014. (submitted by James Carothers)
- L. Authorize the Mayor to execute an agreement with Lloyd Halverson to provide government affairs services on behalf of the City of Camas for 2015 and 2016. The services will include developing state and federal lobbying strategies, lobbying the Washington State Legislature in support of annual legislative goals, lobbying Congress in support of federal funding for infrastructure projects and providing written and oral reports. The total cost for two years will be \$15,000. (submitted by Pete Capell)
- M. Approve Pay Estimate No. 2 for Project P-905 Municipal Center Exterior Painting in the amount of \$20,126.24. This is the final billing less 5% retainage. This project is fully funded in the City's adopted 2014 Budget. (submitted by Denis Ryan)
- N. Approve yearly allocation of salaries and benefits for the Camas-Washougal Volunteer Firefighters in the amount of \$37,778.73 (submitted by Pam O'Brien)

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
- B. Camas City Council and Committee Appointments for 2015

VIII. FINANCE

- A. Readopting Resolution No. 1314 with Amended Fee Schedule
 - 1. Details: Resolution No. 1314 was approved December 1, 2014, establishing a 2015 Fee Schedule with an effective date of January 1, 2015. Resolution No. 1314 had the incorrect fee schedule (2014) attached rather than the proposed 2015 Fee Schedule as presented on November 3, 2014, to City Council and considered during the Public Hearing on November 17, 2014.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Motion to approve Resolution No. 1314 adopting the amended City of Camas 2015 Fee Schedule.

IX. COMMUNITY DEVELOPMENT

- A. Public Hearing – Green Mountain Development Agreement
 - 1. Details: Public Hearing to consider a Development Agreement between Green Mountain Land, LLC and the City of Camas. The proposed agreement involves approximately 1,300 residential units and 8.8 net acres of commercial development on 181 acres of land located north of the Ingle Road and Goodwin Road intersection.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Conduct the public hearing, deliberate and make a motion to approve subject to adoption of an implementing resolution.

- B. Resolution No. 1315 Adopting the Green Mountain Development Agreement
 - 1. Details: Resolution adopting the Green Mountain Development Agreement.

Department/Presenter: Phil Bourquin

Recommended Action: Adoption

- C. Final Plat for Hidden Terrace (formerly "Hidden Meadows")

- 1. Details: Hidden Terrace is a 60-lot single-family development located at NW Astor and NW 43rd Avenue. The development received preliminary plat approval on December 5, 2005, and was subsequently modified through a major modification decision (File #MajMod13-02)

Department/Presenter: Sarah Fox, Senior Planner

Recommended Action: Approve the final plat for Hidden Terrace Subdivision (File #FP14-04)

D. Public Hearing – Webberly/Hagensen Annexation (File # ANNEX14-03) Hearing for 10% Petition to Annex into the City Limits

1. Details: The Webberly/Hagensen annexation request is to incorporate approximately 32 acres into the City limits just north of the Camas High School campus.

Department/Presenter: Robert Maul, Planning Manager

Recommended Action: That Council conducts a public hearing, accepts testimony, deliberates, and then decides whether to **reject the Notice of Intent** (The annexation process ends and the subject property would remain in unincorporated Clark County; to **accept the Notice as submitted** (The initiating parties would draft a petition and begin gathering signatures and file a 60% petition); or to **accept the Notice but modify the boundaries** (The initiating parties would draft a revised petition and begin gathering signatures.

E. Public Hearing – Amendments to Camas Municipal Code (CMC), Title 16 Environment, Chapter 16.53 Wetlands

1. Details: On November 18, 2014, the Planning Commission held a public hearing and forwarded a recommendation of approval for amendments to Camas Municipal Code Title 16 Environment, Chapter 16.53 Wetlands. The amendments are intended to comply with new mandates from the Department of Ecology.

Department/Presenter: Sarah Fox, Senior Planner and Robert Maul, Planning Manager

Recommended Action: Conduct a public hearing, accept testimony, deliberate, and make a motion to approve the amendments. Further, direct the City Attorney to prepare an ordinance for adoption.

F. Public Hearing – Annual 2014 Comprehensive Plan Amendments

1. Details: The proposed 2014 Annual Comprehensive Plan Amendments include the following: the Grass Valley Plan (File No. CPA14-02); the Parks, Recreation, and Open Space Comprehensive Plan (File No. CPA14-03 “PROS” Plan); and miscellaneous map amendments. City Council must consider the proposed amendments concurrently so that the cumulative effect of the various proposals can be ascertained. Due to map inconsistencies at the public hearing on December 1, 2014, revised draft maps are included with the staff report.

Department/Presenter: Phil Bourquin, Community Development Director; Robert Maul, Planning Manager; Sarah Fox, Senior Planner

Recommended Action: Council conducts a public hearing, accepts testimony, deliberates, repeals the prior approved decision, and renders a new decision as follows:

First, to accept the findings and conclusions of the Staff Report (dated December 5, 2014) to include the CPA14-02 (Grass Valley Plan), the CPA14-03 (Parks, Recreation, and Open Space Comprehensive Plan) and miscellaneous map amendments as detailed in the Staff Report, Section III, C.

Second, to adopt the Comprehensive Plan Map (Exhibit A) and Zoning Map (Exhibit B) that includes the consolidated amendments.

Direct the City Attorney to prepare an ordinance for adoption on January 5, 2015.

Further, that the 2015 Community Development Work Program include the two following items: Amendments to the development standards of the LI/BP zone, CMC Chapter 18.21 and density and dimension standards for the LI/BP zone at CMC Chapter 18.09 and development of a mixed use development standard, which could be applied to commercially designated properties.

G. Ordinance No. 2720 Amending the Camas Municipal Code, Section 18.07.030 Table 1 Commercial and Industrial Zones

1. Details: On November 17, 2014, Council held a public hearing to review amendments to the Camas Municipal Code (CMC), Section 18.07.030 Table 1 Commercial and industrial zones. The amendments will prohibit new residential uses in light industrial zones. At the conclusion of the public hearing Council motioned to approve the amendments as drafted and directed the City Attorney to prepare an Ordinance for adoption.

Department/Presenter: Sarah Fox, Senior Planner and Robert Maul, Planning Manager

Recommended Action: Approve the Ordinance

H. Ordinance No. 2721 Amending the Camas Municipal Code by Adding Chapter 3.86 Multifamily Tax Exemption

1. Details: An Ordinance amending the Camas Municipal Code (CMC) by adding Chapter 3.86, implementing a multi-family property tax exemption program provided for under the Revised Code of Washington (RCW 84.14) and designating three residential target areas. City Council held a public hearing on December 1, 2014, on this matter.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Approval of Ordinance No. 2721

X. PUBLIC COMMENTS

XI. 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, December 01, 2014 at 7:00 p.m.
Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Staff: Jerry Acheson, Kristin Berquist, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Eric Levison, Cathy Huber Nickerson, Robert Maul, Shawn MacPherson and Steve Wall

Press: Heather Acheson of the Camas-Washougal Post-Record

IV. PUBLIC COMMENTS

There was no one from the public who wished to speak.

V. CONSENT AGENDA

A. Approved the minutes of the November 17, 2014, Camas City Council Meeting and the work session minutes of November 17, 2014.

[Nov. 17, 2014 Regular Meeting](#) 

[Nov. 17, 2014 Workshop](#) 

B. Approved claim checks numbered 123891-124041 in the amount of \$664,428.41.

C. Authorized the Mayor to sign the amendment to the existing 2012-2014 Consultant Agreement for SS-473 Grass Valley Park Wetland Monitoring & Maintenance Contract Amendment. The City's current 2012-2014 Professional Services Contract with The Resource Company is for

wetland maintenance, monitoring, and reporting to the US Army Corps of Engineers (Corps) for Years 5 and 7 at Grass Valley Park. This Corp of Engineer's Permit was required for the construction of Grass Valley Park. The amendment modifies the existing contract to extend the maintenance, monitoring, and reporting through Year 10 (2017). The cost for maintenance and monitoring is \$13,309.88 and is included in the 2015-2016 Biennial Budget. (submitted by James Carothers)

[Grass Valley Park Maintenance-Monitoring Contract](#)

- D.** Approved Pay Estimate 2 for Project No. S-589A 2014 Grind and Overlay, in the amount of \$79,239.21 to Granite Construction Company for work completed through August 31, 2014. This project is budgeted and fully funded. (submitted by Eric Levison)

[S-589A Pay Estimate 2](#)

- E.** Approved Final Payment for Project No. S-589B, 2014 Slurry Seal, to Blackline, Inc., in the amount of \$2,843.79 for work completed through July 23, 2014. This project is fully funded in the City's adopted 2014 Budget. (submitted by Eric Levison)

[S589B Final Pay Estimate](#)

- F.** Released Retainage for Project No. WS-709D Water Transmission Main Project in the amount of \$114,400.41 to Rotschy, Inc. All required City and State project documentation has been received and verified. (submitted by James Hodges)

[WS-709 Retainage](#)

- G.** Approved donation of outdated firefighting equipment that the Fire Department has accumulated over the last 40 years. Included are 58 sets of turn-outs, some complete, some incomplete, with manufacture dates back to the early 1990's. These turnouts are outside of the ten year from manufacture lifespan as defined by the Washington Administrative Code (WAC), Occupational Safety and Health Administration (OSHA) and the National Fire Protection Association (NFPA). In the United States, these turnouts have no monetary value in that they are restricted from structural firefighting use due to their manufacture date expiration. However, there are countries outside of the standards of OSHA, where these turnouts would be a vast improvement over the equipment presently employed. The Bend Firefighters Foundation is a 503(c)(3) organization that collects and distributes firefighting equipment in the country of Nicaragua, the second poorest country in Central America behind Haiti. They have

partnered with the Air Force to fill voids in cargo traffic with firefighting equipment to be delivered to the country. They also regularly provide firefighter training to use the equipment within Nicaragua.

The Fire Department is petitioning to donate 58 sets of outdated turnouts to the Bend Firefighters Foundation for distribution in Nicaragua. This item was discussed during the Council Workshop on November 17, 2014. (submitted by Nick Swinhart)

[WAC 296 Structural Firefighting Clothing Retirement](#) 

[Bend Firefighters Foundation](#) 

[Hold Harmless Document](#) 

[IRS Determination Letter](#) 

H. Approved the 2015 Legislative Agenda (submitted by Pete Capell)

[Draft 2015 Legislative Agenda](#) 

I. Approved Pay Estimate No. 1 Final for Project WS-713C Wastewater Treatment Facility Fall Protection RE-BID to Cedar Mill Construction Company, LLC in the amount of \$58,860.45 for work completed through November 15, 2014, and accept the project as complete. This project is funded by the Sewer Utility Fund as a safety item. (submitted by James Hodges)

[WS-713C Wastewater Treatment Facility Fall Protection RE-BID](#) 

It was moved by Melissa Smith, seconded by Greg Anderson to approve the Consent Agenda. The motion carried unanimously.

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Hogan noted that Hometown Holidays is this coming Friday, December 5th.

Dietzman said the Camas Library will be hosting a book sale on Friday, December 5th and Saturday, December 6th.

VII. MAYOR

A. Announcements

Mayor extended an invitation to the entire community to attend the screening of "ELF" at Liberty Theatre at 8 p.m.

VIII. PARKS AND RECREATION

A. Public Hearing for the 2014 Parks, Recreation, and Open Space Comprehensive Plan Review

Details: In August, 2013, the City of Camas retained the services of Moore, Iacofano and Goltsman (MIG) for the purpose of updating the City's Parks, Recreation and Open Space Comprehensive Plan (PROS Comprehensive Plan). The City of Camas appointed a Planning Advisory Committee made up of citizens representing different areas of parks, open space, recreation, business/industry interests, and the Camas School District to help lead the update process. The Planning Advisory Committee reviewed public comments; evaluated existing facilities; and assessed park, open space, and facility needs and developed the draft of the PROS Comprehensive Plan. The draft plan includes recommendations for recreation facilities and services levels, future park sites, an open space and trail system, and outlines financing strategies and options for implementation. The Parks and Recreation Commission and the Planning Commission held public meetings and both recommend Council to approve the draft Parks, Recreation and Open Space Comprehensive Plan.

Department/Presenter: Jerry Acheson, Parks and Recreation Manager and Jonathan Pheanis, MIG

[Revised Public Draft Plan 110714](#) 

[Appendices](#) 

Jerry Acheson introduced John Pheanis, MIG, who gave Council an update about the Parks Plan and the process involved in creating the Plan.

Mayor Higgins opened the public hearing at 7:07 p.m.

The following members of the public testified:
Randy Curtis, 947 NW 43rd Ave., member of the Advisory Committee for the draft 2014 Parks Plan and the subcommittee that dealt with the Crown Park Pool.

Mayor Higgins closed the public hearing at 7:13 p.m.

Acheson responded to Council's questions.

Bourquin commented that this plan is incorporated into the overall Annual 2014 Comprehensive Plan.

IX. COMMUNITY DEVELOPMENT

A. Public Hearing for the Annual 2014 Comprehensive Plan

Details: The proposed 2014 Annual Comprehensive Plan Amendments include the following: the Grass Valley Plan (File #CPA14-02); the Parks, Recreation, and Open Space Comprehensive Plan (File #CPA14-03 "PROS" Plan); and miscellaneous map amendments. City Council must consider the proposed amendments concurrently so that the cumulative effect of the various proposals can be ascertained.

Department/Presenter: Phil Bourquin, Community Development Director; Robert Maul, Planning Manager; Sarah Fox, Senior Planner

[CPA14-04 Staff Report](#) 

[CPA14-02 Narrative 01-13-14](#) 

[CPA14-02 Narrative 10-6-2014](#) 

[CPA14-02 Market Analysis](#) 

[CPA14-02 Proposed Comp Plan](#) 

[CPA14-02 Proposed Zoning](#) 

[CPA14-02 Current Comp Plan](#) 

[CPA14-02 Current Zoning](#) 

[CPA14-02 Proposed Zoning](#) 

[CPA14-02 Proposed Comp Plan](#) 

Sarah Fox, Senior Planner, summarized the steps that were taken in the development of the Annual 2014 Comprehensive Plan.

Planning staff responded to questions from Council.

Mayor Higgins opened the public hearing at 7:23 p.m.

The following members of the public gave testimony:
Randy Printz, 805 Broadway, Vancouver
Paul Dennis, 1700 Main St., Ste. 208, Washougal

Bourquin, Dennis and Printz responded to Council's questions.

Mayor Higgins closed the public hearing at 7:43 p.m.

It was moved by Greg Anderson, seconded by Melissa Smith to approve the 2014 Annual Comprehensive Plan Amendments as recommended. The motion carried unanimously.

B. [Public Hearing related to the Multi-Family Property Tax Exemption Program provided for under Revised Code of Washington \(RCW\) 84.14 establishing Three Residential Target Areas](#)

Details: Public hearing regarding amendments to the Camas Municipal Code (CMC) adding Chapter 3.86 implementing the multi-family property tax exemption program provided for under the RCW 84.14 and designating three residential target areas. City Council held a workshop on June 26, 2014, to discuss the program and directed Staff to move forward toward implementation of the program.

Department/Presenter: Phil Bourquin, Community Development Director

[Draft CMC 3.86](#) 

[MultiFamily Tax Exemption Program Slides](#) 

Mayor Higgins opened the public hearing at 7:43 p.m.

The following member of the public gave testimony:
Paul Dennis, 1700 Main St., Ste. 208, Washougal

Phil Bourquin clarified zone changes would be needed in some areas.

Mayor Higgins closed the public hearing at 7:46 p.m.

It was moved by Don Chaney, seconded by Greg Anderson to direct the City Attorney to draft an ordinance for adoption. The motion carried unanimously.

X. ADMINISTRATIVE SERVICES

A. Resolution No. 1312 Revising the Building Official Position and Adopting 2015 Salary Scales for Non-represented Positions.

Details: The Building Official job description, title and salary are being revised effective January 1. The new title of the position will be Building Division Manager/Building Official. This resolution will create the changes for that position. Additionally, this resolution will set the salary scales for all non-represented positions for 2015. The changed scales reflect a 2.5% cost of living increase over 2014 scales.

Department/Presenter: Jennifer Gorsuch, Administrative Services Director

[2015 Non Rep Resolution](#) 

[Resolution 1312 executed](#) 

[Exhibit A Building Division Manager/Building Official Job Description](#) 

[Exhibit B Non Rep Salary Scale](#) 

It was moved by Linda Dietzman, seconded by Steve Hogan that Resolution No. 1312 be read by title only. The motion carried unanimously.

It was moved by Linda Dietzman, seconded by Steve Hogan that Resolution No. 1312 be adopted. The motion carried unanimously.

XI. FINANCE

A. Ordinance No. 2714 Repealing Code to Replace with 2015 Fee Schedule

Details: Ordinance No. 2714 repeals section of City of Camas Municipal Code (CMC) which pertains to set fees. The City Council will first repeal codified fees in the CMC by referencing a fee schedule. This action will follow with a resolution repealing fees adopted by previous resolutions. The final resolution City Council will consider establishes a 2015 Fee Schedule with an effective date of January 1, 2015. City Council considered the 2015 Fee Schedule on November 3, 2014 and held a public hearing on November 17, 2014. In 2015, staff intends to analyze by department the current rate structures to ensure proper cost recovery while providing the appropriate level of service to the citizens. The first department will be the Fire Marshal's Office in January. Staff is recommending the fee schedule be indexed to the Consumer Price Index and reviewed every five years to ensure cost recovery.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Ordinance 2714](#) 

[Ordinance 2714 executed](#) 

It was moved by Greg Anderson, seconded by Melissa Smith that Ordinance No. 2714 be read by title only. The motion carried unanimously.

It was moved by Greg Anderson, seconded by Steve Hogan that Ordinance No. 2714 be adopted and published according to law. The motion carried unanimously.

B. [Resolution No. 1313 Repealing Prior Resolutions to Replace with 2015 Fee Schedule](#)

Details: Resolution No. 1313 repeals resolutions previously adopted for the establishment of fees. The final resolution City Council will consider establishes a 2015 Fee Schedule with an effective date of January 1, 2015. City Council considered the 2015 Fee Schedule on November 3, 2014, and held a public hearing on November 17, 2014.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Resolution 1313](#) 

[Resolution 1313 executed](#) 

It was moved by Don Chaney, seconded by Melissa Smith that Resolution No. 1313 be read by title only. The reading did not, but should have included repealing Resolution 1169. The motion carried unanimously.

It was moved by Don Chaney, seconded by Melissa Smith that Resolution No. 1313 be adopted. The motion carried unanimously.

C. [Resolution No. 1314 Adopting the City of Camas Fee Schedule](#)

Details: This resolution establishes a 2015 Fee Schedule with an effective date of January 1, 2015. City Council considered the 2015 Fee Schedule on November 3, 2014, and held a Public Hearing on November 17, 2014.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Resolution 1314](#) 

[Resolution 1314 executed](#) 

[Attachment A Fee Schedule](#) 

It was moved by Linda Dietzman, seconded by Melissa Smith that Resolution No. 1314 be read by title only. The motion carried unanimously.

It was moved by Linda Dietzman, seconded by Melissa Smith that Resolution No. 1314 be adopted. The motion carried unanimously.

D. [Ordinance No. 2715 Ad Valorem Taxes for the General Fund](#)

Details: Ordinance No. 2715 2015 sets the 2015 ad valorem property tax levy. City Council considered increasing the property tax levy by the lawful limit of 1% on November 3, 2014. In addition, a public hearing on November 17, 2014, was held for citizen comment.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Ordinance 2715](#) 

[Ordinance 2715 executed](#) 

Mayor commented about the amount of work and the Camas attitude of being conservative with the budget. This ordinance will add one percent to the budget and will allow an additional police officer and add an additional Information Technology position in year two of this budget cycle.

Chaney expressed his concurrence to Mayor's comments.

It was moved by Don Chaney, seconded by Shannon Turk that Ordinance No. 2715 be read by title only. The motion carried unanimously.

It was moved by Greg Anderson, seconded by Don Chaney that Ordinance No. 2715 be adopted and published according to law. The motion carried unanimously.

E. [Ordinance No. 2716 -2015 Emergency Management Services \(EMS\) Levy](#)

Details: Ordinance No. 2716 sets the 2015 (EMS) property tax levy. City Council considered increasing the property tax levy by the lawful limit of 1% on November 3, 2014. In addition, a public hearing on November 17, 2014, was held for citizen comment.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Ordinance 2716](#) 

[Ordinance 2716 executed](#) 

Chaney clarified with Huber Nickerson that the City of Washougal is participating in the cost this year and that East County Fire and Rescue will participate next year.

It was moved by Greg Anderson, seconded by Melissa Smith that Ordinance No. 2716 be read by title only. The motion carried unanimously.

It was moved by Don Chaney, seconded by Greg Anderson that Ordinance No. 2716 be adopted and published according to law. The motion carried unanimously.

F. [Ordinance No. 2717 - 2015 Unlimited Tax General Obligation Bond Levy](#)

Details: Ordinance No. 2717 sets the 2015 Unlimited Tax General Obligation Bond property tax levy. City Council considered lowering the property tax levy to \$625,000 on November 3, 2014. In addition, a public hearing on November 17, 2014, was held for citizen comment.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Ordinance 2717](#) 

[Ordinance 2717 executed](#) 

It was moved by Linda Dietzman, seconded by Steve Hogan that Ordinance No. 2717 be read by title only. The motion carried unanimously.

It was moved by Linda Dietzman, seconded by Steve Hogan that Ordinance No. 2717 be adopted and published according to law. The motion carried unanimously.

G. [Ordinance No. 2718 - 2014 Fall Omnibus Budget](#)

Details: Ordinance No. 2718 modifies the 2014 Budget Ordinance. City Council considered the presentation of the fourteen decision packages for a supplemental increase of \$513,365 on November 3, 2014. In addition, a public hearing on November 17, 2014, was held for citizen comment.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Ordinance 2718](#) 

[Ordinance 2718 executed](#) 

It was moved by Shannon Turk, seconded by Tim Hazen that Ordinance No. 2718 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Tim Hazen that Ordinance No. 2718 be adopted and published according to law. A roll call vote was taken with all the members voting “Aye”.

H. [Ordinance No. 2719 - 2015 - 2016 Budget](#)

Details: Ordinance No. 2719 establishes the 2015-2016 Budget. City Council considered the presentation of the appropriation of \$115,779,342 on November 3, 2014. In addition, a public hearing on November 17, 2014, was held for citizen comment.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Ordinance 2719 2015-2016 Budget Ordinance](#) 

[Ordinance 2719 executed](#) 

[Attachment A 2015-2016 Budget](#) 

It was moved by Shannon Turk, seconded by Linda Dietzman that Ordinance No. 2719 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Greg Anderson that Ordinance No. 2719 be adopted and published according to law. The motion carried unanimously.

XII. [PUBLIC COMMENTS](#)

There was no one from the public who wished to speak.

XIII. [ADJOURNMENT](#)

The meeting adjourned at 8:07 p.m. and Council went into a closed session to discuss personnel.

XIV. CLOSED SESSION

A. Personnel

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.

Quick Preview of Agenda and Supporting Documents - Posted Nov. 25, 2014

[Dec. 1st Council Agenda with Supporting Documents](#) 

Mayor

City Clerk



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, December 01, 2014 at 7:00 p.m.
Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

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

Staff: Kristin Berquist, Phil Bourquin, Pete Capell, James Carothers, Sarah Fox, Eric Levison, Cathy Huber Nickerson, Robert Maul, Shyla Nelson, Nick Swinhart, and Steve Wall

Press: Heather Acheson, Camas-Washougal Post-Record

III. PUBLIC COMMENTS

There were no comments from the public.

IV. SPECIAL PRESENTATIONS

A. Clark County Arts Commission Update

Details: The Camas representative from Clark County Arts Commission presented City Council with the Commission's annual report, entitled "The Arts Economy in Clark County 2014."

Department/Presenter: Donna Roberge, Clark County Arts Commission

Ms. Roberge proposed that staff consider several areas within the City of Camas where public art could be set.

[CC CVI Final Pres to State 6-26-2014](#) 

[Arts Economy Clark County 7-22-2014](#) 

V. FIRE DEPARTMENT

A. Assistance to Firefighters Grant (AFG) Application

Details: The Annual Firefighters Grant (AFG) period is now open, and departments applying must have applications submitted no later than December 5th for particular grants. As Camas has done in the past, the department plans to discuss at workshop the grant opportunities available, what we plan on applying for, and any requirements or conditions of the grants, should they be awarded.

Department/Presenter: Nick Swinhart, Fire Chief

Swinhart outlined three grant opportunities available to firefighters with total matching fund amount of \$65,000.

VI. COMMUNITY DEVELOPMENT DEPARTMENT

A. [Consultant Services for Phase 2 of the Comprehensive Plan Update](#)

Details: According to State requirements, the City must update the comprehensive plan by June 2016. The goal of the first phase of the update is to create a vision for the City, which will guide development for the next twenty years. Phase 2 will update the policies and goals of the plan consistent with the vision and state guidelines. Phase 1 is nearing completion and a vision statement will be presented in January for approval. A scope of work for Phase 2 must be approved in order to seamlessly continue this project.

Department/Presenter: Sarah Fox, Senior Planner

[Camas Comp Plan Phase 2 Scope of Work](#) 

Consultant Services for Phase 2 Scope of Work will be placed on the December 15, 2014, Consent Agenda for Council's consideration.

B. [Amendments to the Camas Municipal Code, Chapter 16.53 Wetlands](#)

Details: The proposed amendments to the Camas Municipal Code Title 16 Environment, Chapter 16.53 Wetlands, are intended to comply with new mandates from the Department of Ecology.

Department/Presenter: Sarah Fox, Senior Planner

[CMC14-04 Staff Report](#) 

[Draft Chapter 16.53 Wetlands Proposed Amendments](#) 

[Attachment A - Ecology 2014 Updates Memo](#) 

[Attachment B - Email Correspondence](#) 

The public hearing date for Title 16, Chapter 16.53 was set for December 15, 2014, during the Council Meeting.

C. [Green Mountain Development Agreement](#)

Details: Workshop to discuss a proposed Development Agreement between Green Mountain Land, LLC and the City of Camas. The proposed agreement involves approximately 1,300 residential units and 8.8 net acres of commercial development on 181 acres of land located north of the Ingle Road and Goodwin Road intersection.

Department/Presenter: Phil Bourquin, Community Development Director

[Green Mountain Development Agreement](#) 

[Green Mountain DA Exhibits](#) 

[Traffic Study 112014](#) 

[Traffic Study Appendices](#) 

Randy Printz, 805 Broadway, Vancouver, responded to specific questions from Council. A public hearing to consider the development agreement for Green Mountain, along with an adopting resolution, is scheduled for the council meeting on December 15, 2014.

D. [Final Plat for Hidden Terrace \(formerly "Hidden Meadows"\).](#)

Details: Hidden Terrace is a 60-lot single-family development located at Astor and 43rd Avenue. The development received preliminary plat approval on December 5, 2005, and was subsequently modified through a major modification decision (File No. MajMod13-01). A staff report and supporting documents will be submitted for the regular meeting.

Department/Presenter: Phil Bourquin, Community Development Director

[Draft Final Plat 11-25](#) 

The final plat for Hidden Terrace will be placed on the December 15, 2014, Agenda.

E. [Webberly/Hagensen Annexation \(File #ANNEX14-03\)](#)

Details: The Webberly/Hagensen annexation request is to incorporate approximately 32 acres into the city limits just north of the Camas High School campus. A staff report and supporting documents will be submitted for the regular meeting.

Department/Presenter: Phil Bourquin, Community Development Director

[Annexation Area Map](#) 


The Ten Percent Petition public hearing was scheduled for the December 15, 2014, Council Meeting for Council's consideration.

F. [Kate's Crossing Concept Plan](#)

Details: Lugliani Investments is planning a mixed use development on 38th Avenue near Bybee Road. In order to be consistent with the Comprehensive Plan and Zoning of the City, Lugliani Investments is proposing a Development Agreement subject to the establishment of a Mixed Use Overlay Zone. Prior to moving forward with a Development Agreement that would be subject to a new Mixed Use Overlay Zone, staff and the applicant would like feedback from Council regarding the potential land use. The land uses include commercial and residential detached (apartment) uses. The property is currently zoned Regional Commercial.

Department/Presenter: David Lugliani, Lugliani Investments (submitted by Pete Capell)

[Kate's Crossing \(updated 11-26 at 6 p.m.\)](#) 

[Kate's Crossing Illustrations \(updated 11-26 at 6 p.m.\)](#) 

David Lugliani, Lugliani Investment, referred to the site plan and gave Council some history and the vision for this area. Council gave feedback to Lugliani and staff and concurred with the concepts of the plan and were open to a Mixed-Use Overlay Zone.

VII. PUBLIC WORKS

A. [Miscellaneous and Updates](#)

Details: Updates on miscellaneous or emergent items

There were no miscellaneous or emergent items.

VIII. CITY ADMINISTRATION

A. [Government Affairs Agreement](#)

Details: The proposed agreement is for Lloyd Halverson to provide government affairs services on behalf of the City of Camas for 2015 and 2016. The services will include developing state and federal lobbying strategies, lobbying the Washington State Legislature in support of annual legislative goals, lobbying Congress in support of federal funding for infrastructure projects and providing written and oral reports. The total cost for two years will be \$15,000.

Department/Presenter: Administration/Pete Capell

[Agreement with Lloyd Halverson 2014](#) 

This agreement will be placed on the December 15, 2014, Consent Agenda for Council's consideration.

B. [2015 Legislative Priorities](#)

Details: Staff will present an updated Draft 2015 Legislative Agenda based on past discussions with Council.

Department/Presenter: Administration/Pete Capell

[Draft 2015 Legislative Agenda](#) 

There were no changes to the Draft 2015 Legislative Agenda by Council and it was placed on the December 1, 2014, Consent Agenda.

C. [Miscellaneous and Scheduling](#)

Details: Updates on miscellaneous or scheduling items.

Department/Presenter: Pete Capell, City Administrator

After discussion with Council, it was decided that the dates for the Annual Planning Conference will be January 16th and 17th which will take place at the Camas School District Administrative Board Room. Capell noted the items on the draft agenda include Team Building with Flag Page, Strategic Plan, Community Development Work Plan, Comprehensive Plan, Public Works Reorganization, Community Center, and Dinner and Joint Meeting with the School Board. The Council meetings which would normally be scheduled for January 20th will be cancelled and the Regular Meeting will be held on January 17th after the Planning Conference. Cake will be served in honor of Linda Dietzman's retirement during lunch on January 17th.

Capell noted that the next step is to begin the process of choosing a new Council member. After Council discussion, Mayor appointed an ad hoc committee consisting of Don Chaney and Shannon Turk along with City Administrator Pete Capell for this purpose. With Council's concurrence, Capell will submit an announcement press release for December 9th for the position with applications due on January 9th at 5 p.m. It was decided that the Special Meeting date is January 26th at 4:30 p.m. for Council to evaluate, interview, and go through the process of choosing the next council member.

IX. **COUNCIL COMMENTS AND REPORTS**

A. [Mayor -Discussion Regarding 2015 Committee Assignments.](#)

Details: Discussion regarding the committee assignments for 2015.

Department/Presenter: Mayor Scott Higgins

[2014 Council Committees](#) 

Mayor said there will naturally be changes when the new council member begins. Camas has just acquired a seat on C-Tran, so Mayor asked Council members to let him know if they are interested in serving. Washougal will let the City of Camas know what they have decided about representation for the Regional Transportation Committee (RTC) after tonight. Dietzman will continue to serve as a chairman on the Mosquito Control Board as a citizen. Mayor asked that Council let him know about any changes to appointments that they would like before the next meeting.

Council Comments - Hogan, as an Advisory Board member for the New Market Tax Credit (called Columbia Community Development Entity), emailed a summary of the purpose, workings and potential funding opportunities for the Board to Council. This week is Hometown Holidays on First Friday in Camas.

Hazen confirmed with Huber-Nickerson that the Finance Committee will meet on January 26th.

Chaney said that Thursday, December 4th, presents an opportunity to hear Clark Regional Emergency Services Association (CRESA) recently completed business assessment at Lacamas Lodge at 10:30 a.m. and to recognize Gary Lucas as he is retiring.

Dietzman said the Library Board of Trustees is meeting on Thursday, December 4th, at 6:30 p.m.

Anderson attended the East County Fire and Rescue (ECFR) meeting.

Turk said the next Vision Steering Committee Meeting is on Wednesday, December 10, for Camas 35 Vision and January 8th is the date of the Vision Summit at Lacamas Lake Lodge from 5:30 p.m. to 8:30 p.m.

Smith said she will be attending the RTC Meeting on Tuesday, December 2nd.

Mayor said that Hometown Holiday is a great event; the official tree lighting is at 6:30 p.m., and Mayor invited everyone to attend the Liberty Theatre showing of his favorite Christmas movie, ELF, beginning at 8 p.m.

X. PUBLIC COMMENTS

There were no comments from the public.

XI. ADJOURNMENT

The meeting adjourned at 6:14 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.

Quick Preview of Agenda and Supporting Documents - Posted November 25, 2014

[Dec 1st Workshop Agenda with Supporting Documents](#) 

Mayor

City Clerk

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO 7th AVENUE TOWNHOMES AGREEMENT made this date by and between the CITY OF CAMAS, a municipal corporation of the State of Washington, hereinafter referred to as "City", and CAMPBELL PLANNING AND DEVELOPMENT SERVICES, INCORPORATED, an Oregon corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, City and Developer entered into that certain Agreement relating to the subdivision known as 7th Avenue Townhomes, on December 17, 2007; and

WHEREAS, City and Developer agreed that Developer would undertake the relocation of a storm line as part of the subdivision improvements, and the parties further agreed as to reimbursement conditions, all as more particularly described in Section 5 of the Agreement; and

WHEREAS, Developer has provided documentation to City concerning the actual costs of engineering, constructing, and geo-technically testing the upsize and additional improvements, and City and Developer have agreed to an additional reimbursement cost to be paid by City to Developer in the amount of \$3,832.90; and

WHEREAS, City and Developer agree that, upon payment of the \$3,832.90 amount, all City responsibility for reimbursements, as otherwise described in the December 17, 2007, Agreement between City and Developer shall be fully satisfied;

NOW, WHEREFORE, for and in consideration of mutual promises and covenants hereinafter provided, the parties hereto agree as follows:

1. City shall pay to Developer the sum of \$3,832.90 as final payment, reference the reimbursement costs more particularly described in Section 5 of the December 17, 2007, Agreement.
2. Upon receipt of said sum by Developer from City, Developer shall make no further claim for any reimbursement costs as may otherwise be described in said Section 5 of the Agreement, and shall hereby waive any further claims to reimbursement thereof.
3. This Addendum shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

CITY OF CAMAS

CAMPBELL PLANNING &
DEVELOPMENT SERVICES,
INCORPORATED

By: _____

By: Stephen Campbell

Title: _____

Title: Principal / owner

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2014, personally appeared Scott Higgins, to me known to be the Mayor of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

Notary Public in and for the State of
Washington, Residing at Camas
My appointment expires: _____

STATE OF OREGON)
) ss.
COUNTY OF Washington)
Clark)

On this 24 day of November, 2014, personally appeared Douglas Campbell, to me known to be the owner of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

REBECCA A. SMITH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 19, 2015

Notary Public in and for the State of
Oregon Vancouver, WA
My appointment expires: 3.19.2015

DA FOR STORM MAIN
RE-ALIGNMENT BETW.
NW 7th TO NW 6th

4425676 AGR

WES

RecFee - \$48.00 Pages: 7 - CITY OF CAMAS
Clark County, WA 02/22/2008 12:25

Return Address:

City of Camas
PO Box 1055
Camas WA 98607

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

EXEMPT
Date 2-21-08

Affd.# 0

For Details of tax paid see

Affd.# 0

Doug Lasher

Clark County Treasurer

By

LM
Deputy

Grantor: Campbell Planning & Development Services, Inc.
Grantee: City of Camas
Abbreviated Legal: #7, #15, & #52 Sec 10 T1N R3E WM
Assessors Tax Parcel No's: 085136-000, 085140-000, and 085169-000
Prior Excise Tax No.: N/A
Other Reference No(s).: N/A

AGREEMENT

An AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation of the State of Washington, hereinafter referred to as "City", and CAMPBELL PLANNING AND DEVELOPMENT SERVICES, INCORPORATED, hereinafter referred to as "Developer". Each of City and the Developer is hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS

1. Developer is engaged in the process of subdividing certain real property located in the City of Camas into single-family residences, which subdivision is known as 7th Avenue Townhomes, approved by City File Number SUB 06-10 for Clark County parcel numbers 085136-000, 085140-000, and 085169-000.

2. As part of said development, Developer is required to construct certain street, storm, sewer, and water improvements.

3. City has an existing storm pipe located to the west of the property of which cuts across the lower portion of the development site. City desires to replace and relocate the existing line located to the west of the property, and reroute the storm line from NW 7th Avenue through the project site to NW 6th Avenue, as depicted in Exhibit "A", within an area to be designated as a stormwater utility easement to City across Developer's property.

4. City and Developer have agreed that Developer will undertake the relocation of the storm line as part of said subdivision improvements; City will pay for the relocation costs of the storm line less Developer's contribution of \$5,000 toward the cost of the relocation. Developer's

contribution is the estimated cost of relocation of existing storm line on Developer's property if City did not wish to relocate the entire storm line from NW 7th Avenue to NW 6th Avenue.

In consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

Section 1. IMPROVEMENTS:

- 1.1 Developer agrees to design, survey, and install approximately 409 lineal feet of 12" storm mainline from NW 7th Avenue through the project site to NW 6th Avenue, as depicted in Exhibit "A".
- 1.2 Developer agrees to make provisions for manholes and various appurtenances required to complete the installation of the improvements in subsection 1.1.

The above improvements are referred to herein as the "Improvements."

- 1.3 Developer agrees to provide the geotechnical testing for the Improvements per the Camas Design Standard Manual.

Section 2. INSTALLATION: Developer shall be responsible for furnishing all materials, labor, and equipment as may be necessary to install the Improvements. All work shall be accomplished in accordance with City's normal standards and requirements. Inspections and final approval shall be by City. Developer will obtain final approval for the Improvements prior to the City granting final acceptance of the 7th Avenue Townhomes Improvements.

Section 3. BOND: In the event that the Improvements are not completed prior to final plat approval of 7th Avenue Townhomes, Developer shall post a performance bond or bonds or such other financial guarantee as may be satisfactory to City for the installation of the Improvements. Such bond or other financial guarantee shall be in such form and amount as is customarily required by City for similar projects.

Section 4. COST: Developer shall pay all material, labor, equipment, and other costs associated with the installation of and additional engineering, surveying, and geotechnical costs required for said Improvements.

Section 5. REIMBURSEMENT BY CITY:

- 5.1 Developer estimates that the cost for the Improvements, excluding the geotechnical testing, is \$ 24,420.00. See Exhibit "B". Quantities and unit prices are fixed within Exhibit "B". With a \$5,000.00 contribution to the Improvements by the Developer, the "Estimated Reimbursement Cost" is \$19,420.00. The Estimated Reimbursement Cost is a fixed cost for the work as described in Section 1.

- 5.2 It is anticipated that the cost for geotechnical testing for the Improvements will be approximately \$ 1,635.00. City and Developer agree that the City will reimburse the Developer based on the confirmed documented invoice or invoices received for said testing (the Geotechnical Testing Cost).
- 5.3 City and Developer agree that the amount the City will reimburse the Developer should be based on the actual cost of engineering, constructing, and geotechnically testing the upsized and additional Improvements (the "Actual Reimbursement Cost").
- 5.4 City and Developer anticipate that the Actual Reimbursement Cost will be the same as the sum of the Estimated Reimbursement Cost and the Geotechnical Testing Cost; unless the parties agree that the scope of work is altered, resulting in unforeseen expenses. City and Developer agree to settle on either a unit or lump sum price for unforeseen expenses prior to the Developer commencing with the additional improvements. Unforeseen expenses shall not exceed 10 percent of the Estimated Reimbursement Cost without prior consent by both parties.

Section 6. PAYMENT BY CITY: Developer shall submit to City an invoice for the Actual Reimbursement Cost after completion and acceptance of the Improvements by City. City shall pay the Actual Reimbursement Cost to Developer within thirty (30) days after receipt of the invoice for the Actual Reimbursement Cost.

Section 7. MISCELLANEOUS

7.1 Assignability of Agreement. Upon consent of the other Party, this Agreement shall be fully assignable, in whole or in part, by either Party and shall bind and inure to the benefit of the Parties and their respective successors and assigns.

7.2 Defaults.

7.2.1 A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within thirty (30) days after the other Party has given written notice specifying the breach shall constitute a default by a Party. If the breach is of such a nature that it cannot reasonably be cured within such thirty-day period, the cure period shall be extended to such amount of time as is reasonable but only if the breaching Party promptly commences, and thereafter diligently prosecutes, such cure.

7.2.2 The exercise by either Party of any one or more of such remedies available to it shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of

its remedies for any other default or breach by the other Party, including, without limitation, the right to compel specific performance.

- 7.3 Waivers. No covenant, term or condition of this Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing signed by the Party charged with such waiver. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.
- 7.4 Entire Agreement/Modifications. This Agreement constitutes the entire agreement between and among the Parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the Parties with respect to the subject matter herein contained are superseded and of no further force and effect. This Agreement cannot be amended or modified without a writing signed by all of the Parties hereto.
- 7.5 Captions. The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the Parties.
- 7.6 Gender/Singular/Plural. Whenever masculine, feminine, neutral, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.
- 7.7 Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 7.9 Counterparts and Effective Date. This Agreement shall not be effective until the time of full execution by all parties hereto. This Agreement may be executed by facsimile copy and in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

CITY OF CAMAS

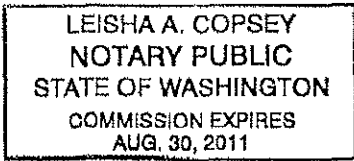
By: Paul Dennis
Paul Dennis, Mayor

DATED this 17 day of December, 2007.

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

On this 17th day of December, 2007, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Dennis, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17 day of December, 2007.



Leisha A. Copsey
Notary Public in and for the State of
Washington, residing at Camas.
My commission expires: 8/30/2011

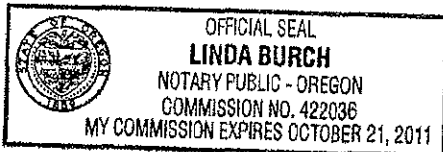
CAMPBELL PLANNING AND DEVELOPMENT SERVICES
An Oregon Corporation

By: Douglas F. Campbell
Douglas F. Campbell

STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON)

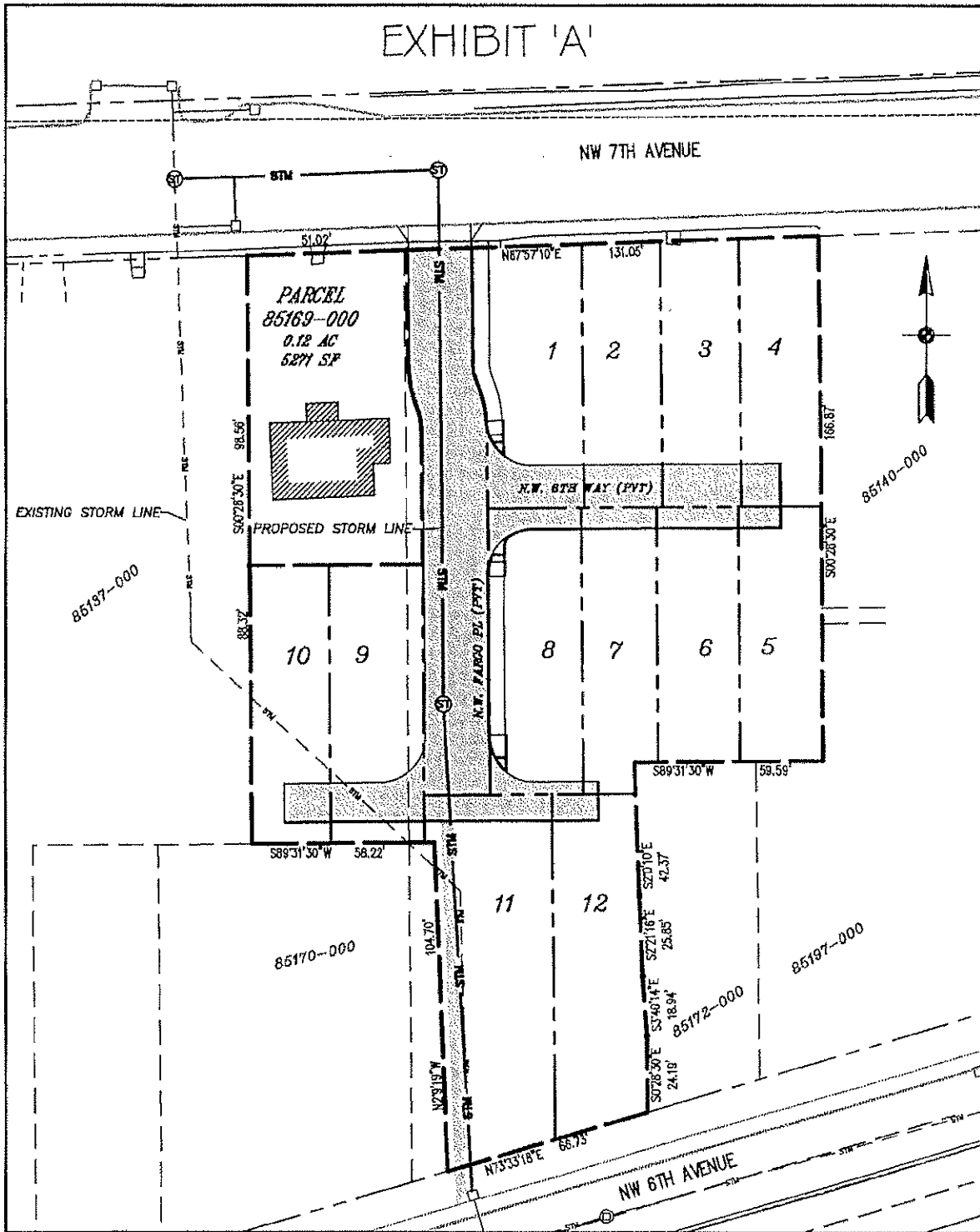
On this 15 day of Jan, ²⁰⁰⁸~~2007~~ 15, before me, the undersigned Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Douglas F. Campbell to me known to be the owner of Campbell Planning and Development Services, Inc. who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15 day of Jan, 2007 ²⁰⁰⁸~~2007~~ 15



Linda Burch
Notary Public in and for the State of
Oregon, residing at Wells Fargo.
My commission expires: Oct 21, 2011

EXHIBIT 'A'



7TH AVENUE TOWNHOMES STORM EXHIBIT

APPLICANT/OWNER:
 CAMPBELL PLANNING &
 DEVELOPMENT SERVICES, INC.
 3851 SW 50TH AVE.
 PORTLAND, OR 97221
 ATTN: DOUG CAMPBELL
 (503) 229-4419 PH.

SCALE:
 N.T.S.
 SHEET
 1 OF 1

EXHIBIT B

7th Avenue Subdivision Camas, WA

Storm Realignment Estimated Costs

	<u>Quantity</u>	<u>Unit Price</u>	<u>Costs</u>
<i>05-Stormwater & Drainage</i>			
Install Storm ADS Line; 10" diameter	14 LF	\$ 15.00	\$ 210.00
Install Storm ADS Line; 12" diameter	409 LF	\$ 18.00	\$ 7,362.00
Install Granual Backfill	38 CY	\$ 26.00	\$ 988.00
Install 48" dia. Storm Manhole	3 EA	\$ 2,250.00	\$ 6,750.00
<i>SUBTOTAL -Stormwater & Drainage</i>			\$ 15,310.00
<i>08-Miscellaneous Work</i>			
Mobilization	1 LS	\$ 900.00	\$ 900.00
Saw Cut Pavement	240 LF	\$ 1.60	\$ 384.00
Remove asphalt paving	270 SF	\$ 0.60	\$ 162.00
Install Asphalt Concrete Pavement	530 SF	\$ 1.80	\$ 954.00
Install Concrete Sidewalk	1 LS	\$ 2,000.00	\$ 480.00
Connect to Existing Catch Basin	1 EA	\$ 1,000.00	\$ 1,000.00
Erosion Control	1 LS	\$ 430.00	\$ 430.00
Traffic Control	1 LS	\$ 2,000.00	\$ 2,000.00
Engineering Design	1 LS	\$ 2,000.00	\$ 2,000.00
Engineering As-builts	1 LS	\$ 250.00	\$ 250.00
Surveyor - Construction Staking	1 LS	\$ 340.00	\$ 340.00
Surveyor - As-builts	1 LS	\$ 210.00	\$ 210.00
<i>SUBTOTAL -Miscellaneous Work</i>			\$ 9,110.00
<i>TOTAL PROJECT COST</i>			<u>\$ 24,420.00</u>

Note: Estimate provided by Solarus Engineering, 10-5-07.

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

Agreement Number: S-587

Firm/Organization Legal Name (do not use dba's): HDJ Design Group, PLLC	
Address 314 W. 15th Street, Vancouver, WA 98660-2927	Remit to Address 314 W. 15th Street, Vancouver, WA 98660-2927
UBI Number 601-631-442	Federal TIN or SSN Number 91-1097492
Execution Date	Completion Date 12/31/17
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work NW Brady Road Improvements NW 16th Avenue to 500' North of NW 25th Avenue Complete 30%, 60&, 90% and final design including surveying, environmental permitting and documentation, and right of way acquisition.	
<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: \$818,774.00

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit A-2 Scope of Work (Task Order)
- 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-587

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 and HDJ , hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number: S-587

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@ci.cammas.wa.us
Phone: (360) 817-7230
Facsimile: 360-834-1535

If to CONSULTANT:

Name: Ken Hash
Agency: HDJ Design Group
Address: 314 W. 15th Street
City: Vancouver State: WA Zip: November
Email: hashk@hdjdg.com
Phone: (360) 695-3488
Facsimile: (360) 695-8767

IV. Time for Beginning and Completion

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

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

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.

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

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

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

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

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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 sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section VI "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) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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

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

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

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

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

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

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

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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@ci.camass.wa.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.

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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 XII "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 WSDOT 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.

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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, whichever is. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Agreement Number: S-587

Exhibit A
Scope of Work

Project No. S-587

See attached scope of work

Agreement Number: S-587

CITY OF CAMAS, WASHINGTON

Scope of Work NW Brady Road Improvements NW 16th Avenue to 500' North of NW 25th Avenue City of Camas Project S-587

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

INTRODUCTION

HDJ Design Group and their Consultant team have been selected by the City of Camas to perform traffic and design engineering, environmental process, public involvement process and other related Architectural and Engineering services for the NW Brady Road Improvements Project – NW 16th Avenue to 500' North of NW 25th Avenue. Professional services will include land surveying, evaluation of alignment options, stormwater options and design, traffic engineering, lighting design, landscape design, structural design, environmental documentation & permits, and utility coordination. Additionally, project coordination and required federal documentation will be performed.

The project team includes:

- Hart Crowser – Geotechnical exploration and hazardous materials assessment
- BergerABAM – Structural design, and environmental review and documentation
- Archaeological Investigations Northwest (AINW) – cultural resources documentation
- Michael Minor & Associates (MMA) – noise and air quality analysis (contingency items)
- Universal Field Services (UFS) – right-of-way acquisition

The Brady Road Project is federally funded and is intended to address safety, and economic development issues in the project area.

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

PROJECT DESCRIPTION/BACKGROUND

Parker Street / Brady Road between Pacific Rim Boulevard and NW 16th Avenue is classified as a 3-Lane Minor Arterial on the City of Camas Arterial Map. This roadway classification is intended to contain one travel lane in each direction, center median or left turn lane, bike lanes and detached sidewalks within a 74-foot right of way. The existing roadway consists of two lanes with no shoulder, pedestrian or bicycle

facilities. At the north end of the corridor, frontage improvements have been constructed adjacent to the Linear Technology property on the west and Parker Estates and Fischer's Creek developments on the east. The horizontal alignment traverses two sharp (~350-foot radius) horizontal curves that currently do not meet design standards for the posted speed of 35 mph.

Unique features of this Project include signal warrant analysis at the NW 16th Avenue intersection, right-of-way acquisition, storm drainage, environmental evaluation, pedestrian facilities, access management, utility and agency coordination, and public involvement.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

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

Subtask 1.1 – Contract Administration, Invoicing, and Progress Reports

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

Deliverables

- Monthly invoices, Contract Summary Reports, and Project Status Reports.

- LA Prospectus and Agreement
- Project Documentation, upon request

Subtask 1.2 – Meetings

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

- The Consultant shall schedule Project team meetings and prepare meeting agendas. This includes a Project kick-off meeting, monthly progress meetings with City staff, provide information and attend a public open house, review meetings and coordination meetings. The Consultant is expected to attend one public open house to discuss the Project.
- The Consultant shall organize and hold Project meetings with key Project team members, as well as representatives from the City of Camas and other agencies, as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.

Deliverables

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

Subtask 1.3 – Management, Coordination, and Direction

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

▷ Deliverables

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

Subtask 1.4 – Coordination with Julia Street Project Design Team

- The Consultant shall coordinate with the Julia Street Drainage Improvement project team regarding proposed designs for the Julia Street corridor, impacts to the Brady Road stormwater design and opportunities to coordinate design elements.
- The Consultant shall attend up to 2 coordination meetings with the Julia Street Project Design Team.
- The Consultant will communicate and coordinate this project with the Julia Street Project Design Team using e-mail.

▷ Deliverables

- Coordination meeting agendas and meeting summaries.

Subtask 1.5 – Coordination with Private Developers

- The Consultant shall coordinate with the private developers for the developments adjacent to Brady Road regarding access, frontage improvements, right of way and stormwater.
- The Consultant shall attend up to four total coordination meetings with the private development teams.
- The Consultant will communicate and coordinate this project with the private development teams using e-mail.

Exclusions

- The consultant will not incorporate private development plans and design features into the Brady Road project.

▷ Deliverables

- Coordination meeting agendas and meeting summaries.

TASK 2: DATA COLLECTION

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

Subtask 2.1: Surveying

- Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV 29/47).
- Conduct research of existing records for information on deeds, surveys, plats, road rights-of-way and easements along the project corridor.
- The survey field crew will collect data (property corners, right-of-way/centerline monuments, control and physical boundary/right-of-way features) in the project area and relevant to the project site. The

project surveyor will then review research and field data and determine the right-of-way location. HDJ will meet with City staff to discuss right-of-way issues discovered prior to completing the survey. Once the right-of-way has been resolved a "Pre-construction" Record of Survey will be filed with the Clark County Surveyor's Office showing the centerlines, right-of-way lines and found monuments within the right-of-way along the project route.

- Perform topographic survey along project corridor (100' width, 50' on each side of centerline) from the intersection of Brady Road and NW 16th Avenue to 200 feet west of the intersection of Brady Road and Pacific Rim Blvd. Including 300' in each direction at the intersection of Brady Road and NW 16th Avenue and 200' southerly of the intersection of Brady Road and NW 24th Ave. Topographic survey will also include the front building line of residential structures within the corridor. HDJ will conduct research of existing records for information on available as-built and utility maps, call one-call utility locates and then field survey existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.) as well as elevations.
- Prepare legal descriptions and exhibits for right-of-way acquisition and easement takes. It is assumed that there will be approximately 20 legal/exhibits to prepare
- Prepare surface model reflecting collected topographic survey and breaklines.

Subtask 2.2: Base Map

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

Subtask 2.3: Site Visits

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

Subtask 2.4: Project Photos

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

Deliverables

- Topographic Survey
- Surface Model
- Base map
- Legal Descriptions and Exhibits
- Project Photos

TASK 3: TRAFFIC ENGINEERING –

Subtask 3.1 – Traffic Engineering Project Management

This task is associated with project management of the traffic analysis, and design phases associated with this project.

- Project kickoff meeting with City staff.
- Meetings with internal HDJ design team.
 - Prepare for and participate in up to six (6) team meetings.

Subtask 3.2 – Traffic Data Review and Collection

Subtask 3.2.1: Review existing traffic data

- Review all existing traffic conditions on the Brady Road corridor. This includes:
 - Traffic volumes—both 24 hour and turning movement counts
 - Traffic speed
 - Pedestrian activity
 - Bicycle activity
 - Truck classification
 - Collision data

Subtask 3.2.2 Order additional data as necessary.

- 24-hour count data will be collected for each approach of the Brady Road and NW 16th Ave intersection
- Peak weekday (7:00-9:00 AM and 3:00 – 6:00 PM) turning movement counts will be collected at Brady Road and NW 16th Ave intersection. The PM peak hours of data collection has been expanded to capture end of day school trips.
- Bicycle and pedestrian volumes are collected with the peak hour turning movement counts.

Subtask 3.2.3 Summarize data

Prepare brief memo summarizing and compiling traffic data.

► Deliverable

- Data collection at 2 mid-block locations for 24 hour counts and 2 intersection for AM and PM turning movement counts
- Brief memo summarizing traffic data
- Appendix with traffic data compiled.

Subtask 3.3: Access Management Support

- Assist the project team with the development of access management alternatives for the project corridor. This will include a description of the relationship of access management to the daily operational safety of vehicular travel, as well as the multi-modal features of the proposed roadway.
- Work with the project team and other stakeholders to provide advice and to respond to potential issues on the proposed access management alternatives.

Subtask 3.4 – Street Light Design

Subtask 3.4.1: Photometric Analysis

- Prepare recommendation on photometric light standards for the corridor.

- Prepare recommendations on street light fixture alternatives.
- Prepare photometric analysis to meet photometric standards and preferred light pole and fixture.
- Prepare photometric report that summarizes street light pole, fixture, mast arm, and position of each light pole including station and offset.
- Provide photometric assistance adjusting the light design based on conflicts with other roadway features such as driveways and utilities

▷ **Deliverable**

- Photometric report for the preferred light that meets the accepted light standard
- Revised report based on adjustments to street lights due to conflicts with other roadway features.

Subtask 3.4.2: Street Light Electrical Circuit Design

- Pole details
- Plan view of street light layout
- Conduit, junction boxes, service cabinet, and electrical conductors
- Coordination with Clark Public Utilities on electrical service to the street lights
- Line loss calculations for both the street light.

▷ **Deliverable**

- Street lighting design.

Subtask 3.5 – Signing and Striping Design

Subtask 3.5.1: Permanent signing and striping

- Prepare signing and striping plans for the permanent signs and striping for Brady Road.

▷ **Deliverable**

- Signing and striping plan sheets in the plan set

Subtask 3.5.2: Temporary Traffic Control Plan Design

- Prepare temporary traffic control plans for the construction stages of the project.
- Prepare a detour plan if necessary.

▷ **Deliverable**

- Traffic control plans (WSDOT “K” Plans modified to be project specific.)
- Prepare a detour plan if needed

<p>TASK 4: DESIGN ENGINEERING – PLANS, SPECIFICATIONS & ESTIMATE (PS&E); EVALUATION OF ALIGNMENT OPTIONS</p>

The Consultant will advance the roadway design through preliminary (30 percent), 60 percent, 90 percent, and final construction contract documents as part of this task. HDJ Team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

- Preliminary (30%) Submittal
- 60% Submittal

- 90% Submittal
- Final submittal

Subtask 4.1: 30 Percent Design (Preliminary)

The Consultant will develop preliminary construction documents to the 30 percent design stage. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established and all decisions required to generate construction details have been made.

Design tasks include the following

- Develop alignments and profiles for mainline and side streets
- Develop lane geometry at intersections. It is assumed that the intersection with NW 16th Ave will be designed as a signalized intersection; however, it may operate with 4-way stop control in the short term.
- Model the proposed streets in Civil3D to determine grading limits and slope impacts
- Develop alignment and layout of proposed access management features including medians, frontage roads, combined driveways, etc.
- Develop alignment and grades of proposed regional trail connection on west side of corridor and develop preliminary layout of crossing location
- Coordinate stormwater facility location and design with City's Consultant on the Julia Street Drainage project.
- Review existing frontage improvements and incorporate into the proposed improvements
- Review existing drainage basins and develop model of existing drainage conditions
- Develop proposed drainage basin layout and develop hydrologic model for proposed conditions
- Develop alternatives for providing water quality treatment and runoff control including conceptual sizes and costs for review by City.
- Meet with City to review stormwater alternatives, and implement selected alternative into preliminary design.
- Meet with City staff after review of the 30% plans.

The 30% plans shall include:

- Cover Sheet with vicinity map and sheet index.
- Legend Sheet
- Plan over Profile Sheets showing basic roadway geometry information and incorporating recommended intersection geometry, lane configurations, median locations and access management features.
- Preliminary Retaining wall layouts
- Plan sheets showing conceptual storm layout in plan view only.
- Preliminary location of stormwater management facilities

Deliverable

- 30% Civil Plans (3 copies on 11X17 and a PDF of the plan set)
- 30% Construction Cost Estimate

Subtask 4.2: 60 Percent Design (PS&E)

The Consultant will develop construction documents to the 60 percent design stage. These documents will consist of plans, an opinion of probable construction cost, and an anticipated construction schedule. These documents will be used to assist the permit process.

Design tasks include the following:

- Refine alignments and profiles based on review comments from the City
- Develop detailed geometric layout of intersections and grading for ADA purposes
- Refine corridor model of the proposed streets in Civil3D based on review comments
- Develop alignment and layout of proposed access management features including medians, frontage roads, combined driveways, etc.
- Develop alignment and grades of proposed regional trail connection on west side of corridor and develop preliminary layout of crossing location
- Review existing frontage improvements and incorporate into the proposed improvements
- Refine proposed drainage basin layout and hydrologic model for proposed conditions
- Refine layout and design for water quality treatment and runoff control facilities.
- Continue coordination with City's Consultant on the Julia Street Drainage project.
- Review the existing street lighting as-built drawings at the north end of the corridor and evaluate opportunities to extend existing system.
- Develop light pole spacing and height based on LED cobra head fixtures on steel poles.
- Develop Right of Way Plans in accordance with WSDOT LAG Manual guidelines.
- Calculate quantities and prepare a 60% engineer's estimate of construction costs.
- Submit 60% plan set and cost estimate for review
- Meet with City staff after review of the 60% plans.

The 60% plans shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Plan over Profile Sheets showing basic roadway geometry information
- Utility Plan – Updated general concepts for stormwater system and facilities.
- Joint Utility Trench Plan for undergrounding of overhead utilities.
- Intersection Layouts
- Retaining Wall Plan and Profile
- Retaining Wall Details
- Erosion Control and Grading Plans
- Erosion Control Notes Detail Sheets
- Site Prep/Demolition Plans
- Fiber Optic (conduit) Interconnect Plan
- Construction Signing Plan
- Landscape Plans

Deliverables

- 60% Design Plans, including Cost Estimates (3 copies of the plans 11X17 and a PDF of the plan set and cost estimate)
- Conceptual Construction Schedule

Subtask 4.3: 90 Percent Design (PS&E)

The Consultant will address review comments from the 60% plans and develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Design tasks include the following:

- Update street design based on comments from 60% Plans
- Update construction notes, curb return grades, ADA ramp grading, storm sewer system
- Update stormwater analysis based on comments from 60% plans
- Update and finalize the Stormwater Report.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Prepare 90% Level Project Specifications including current WSDOT amendments, GSP's and special provisions for unique bid items, materials and construction requirements.
- Submit 90% plan set, specifications, and cost estimate for review
- Meet with City staff after review of the 90% plans.

The 90% plan set shall include the following:

- Cover Sheet
- General Notes and Legend Sheet
- Typical Sections
- Erosion Control and Grading Plans
- Erosion Control Notes and Details
- Site Prep/Demolition Plans
- Street and Storm Plan / Profile Sheets
- Joint Utility Trench Plans and Details.
- Stormwater Facility Plans and Details
- Miscellaneous Details Sheet
- Fiber Optic (conduit) Interconnect Plan
- Signing and Striping Plans
- Lighting Plans and Details
- Retaining Wall Plans and Profiles
- Retaining Wall Details
- Construction Signing Plans
- Standard Detail Sheets
- Landscape Plans and Details
- Irrigation Plans and Details
- Wetland Mitigation Plan

Deliverables

- 90% PS&E (3 copies on 11X17 and a pdf of the plan set)
- 90% Contract Documents in Word format

- 90% Construction Cost Estimate in Excel format.
- Final Stormwater Report
- Updated Stormwater / Hydrology Report

Subtask 4.4: Final Design (PS&E)

The Consultant will address review comments from the 90% plans and develop construction documents to the 100% and Final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Design tasks include the following:

- Prepare final special provisions as needed for nonstandard items shown on the plans, and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% PS&E for Review
- Address City review comments regarding the plans, specs, and estimate.
- Prepare the project NPDES permit application, and post the Notice of Intent (NOI) in the Camas Washougal Post Record
- Prepare the project SWPPP
- Prepare Final Bid Package
- Submit final bid package

100% and final design phase plan set shall include:

- Cover Sheet
- General Notes and Legend Sheet
- Typical Sections
- Erosion Control and Grading Plans
- Erosion Control Notes Details
- Site Prep/Demolition Plans
- Street and Storm Plan / Profile Sheets
- Joint Utility Trench Plans and Details.
- Stormwater Facility Plans and Details
- Miscellaneous Details Sheet
- Fiber Optic (conduit) Interconnect Plan
- Signing and Striping Plans
- Lighting Plan and Details
- Retaining Wall Plan and Profile
- Retaining Wall Details
- Construction Signing Plan
- Standard Detail Sheets
- Landscape Plans and Details
- Irrigation Plans and Details
- Wetland Mitigation Plan

Deliverables

- NPDES Permit Application
- Copy of SWPPP

- 100% PS&E (3 copies on 11X17 and a pdf of the plan set)
- Contract Documents in Word format
- Construction Cost Estimate in Excel format.
- Final Stormwater Report

TASK 5: UTILITY COORDINATION

Task 5 - : Utility Coordination

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

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

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

Subtask 5.1: Utility Meetings

Organize and facilitate up to three group utility meetings to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. Prepare and transmit meeting agendas and meeting summaries to utility representatives, City and Consultant team members.

Subtask 5.2: Conflict Identification, Analysis and Recommended Resolution

Identify and analyze utility conflicts, compile and distribute utility conflict lists involving above ground, surface and underground conflicts, and make conflict resolution recommendations to utilities.

Produce utility conflict plan sheets based on preliminary (60%) design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. Assume six different utility operators.

Revise conflict analysis and conflict spreadsheets based on 90% design plans.

Revise conflict analysis and conflict spreadsheets based on 100% design plans

Subtask 5.3: Conflict Notification and Utility Relocations

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

- Prepare and deliver to each involved utility owner a Conflict Notice with attached conflict list and map. Assume up to six different utility operators. Notice shall require a utility response in the form

of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.

- Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the Project. Provide written approval of each utility's relocation plan. Up to nine total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Assumptions:

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

Deliverables

- Meeting agendas and summaries for each utility meeting.
- 30% Submittal - Existing utilities identified and marked-up on survey base mapping.
- Utility Conflict Memorandum at 60% Plans
- Conflict notice letters and attachments for each utility.
- 90% and 100% utility conflict analysis based on design plans.
- Review and comments on utility relocation plans

TASK 6: GEOTECHNICAL ENGINEERING

Subtask 6 – Geotechnical Engineering

This task includes work to conduct a geotechnical investigation to evaluate pavement, soil and groundwater conditions along the project alignment. Tasks include geotechnical design recommendations and construction guidelines for the proposed roadway widening and improvements, including pavement design, roadway embankments, stormwater detention facility, utility trench construction, retaining walls, and traffic signal pole foundations. The work will be conducted in general conformance with City of Camas (City) Design Standards, Washington State Department of Transportation's (WSDOT's) Geotechnical Design Manual, and Washington State Department of Transportation's (WSDOT's) Highway Runoff Manual (HRM). Specific tasks include:

- Review readily available geologic, groundwater, and soil survey maps that cover the project vicinity.
- Review available geotechnical reports prepared for nearby developments and provided by the City.
- Conduct a reconnaissance of the project alignment.

- Mark the proposed exploration locations in the field and notify the “One Call” service for public utility locates. Also, engage services of private utility locating subcontractor for work on private property.
- Prepare traffic control plans for and provide traffic control during completion of field explorations.
- Advance up to 9 mechanically drilled borings to characterize as-built pavement and subsurface soil and groundwater conditions. We anticipate that 3 to 4 days will be required for drilling.
 - Drill up to 6 borings to a depth of 5 feet below grade to evaluate pavement as-built section and subgrade conditions. Conduct dynamic cone penetrometer (DCP) testing adjacent to up to 4 of the borings to evaluate pavement subgrade strength.
 - Deepen one of the aforementioned 6 borings to 15 feet for characterization of deeper soil conditions for potential traffic control structure at south end of alignment.
 - Drill up to 3 of the borings to depths between 10 and 15 feet below grade for evaluation of soil and groundwater conditions near retaining wall and groundwater monitoring well locations. Install piezometers in up to 2 of the borings to monitor groundwater levels.
- Excavate 10 to 15 test pits to depth of 5 to 10 feet below grade at potential detention pond, roadway embankment, and wall locations. We anticipate that two days will be required for excavation of the test pits.
- Maintain a log of the soils encountered in the explorations and collect soil samples for laboratory testing.
- Restore the explorations in the following manner:
 - Borings - Backfill the drilled borings/monitoring wells in accordance with WSDOE standards. In paved areas, the surface of the boreholes will be patched with concrete or asphalt. The piezometers will be protected by flush-mount monuments/enclosures. Excess soil cuttings from the borings will be left adjacent to the boreholes in open fields, and removed from the site in developed areas.
 - Test Pits – Backfill the test pits loosely with the soil spoils and tamp the spoils with the excavator bucket. Locations should be surveyed and in the event that they are in future structural areas, it is recommended that they be excavated and re-backfilled with structural fill.
- Collect an initial groundwater level reading from the monitoring wells approximately one week after installation. Collect up to 4 additional groundwater prior to issuance of the final geotechnical report.
- Conduct a program of laboratory testing on select soil samples. The actual quantity and type of tests run will be based on the materials collected, though for budgeting purposes include up to:
 - 3 particle-size distribution tests (sieve analyses)
 - 4 percent fines determinations (percent passing the No. 200 sieve)

- 25 moisture content and/or density determinations
- 4 Atterberg Limits determinations
- 2 organic content determinations
- 1 direct shear test or one-dimensional consolidation test
- Conduct engineering analyses to evaluate:
 - Utility trench construction guidelines.
 - Embankment construction alternatives.
 - Pavement design and rehabilitation options.
 - Retaining wall earth pressure design parameters (including active, at-rest, and passive pressures).
 - Retaining wall foundation design parameters.
 - Traffic signal foundation design parameters.
 - Seismic design parameters.
 - Earthquake and geologic hazards.
 - Design criteria for pond liners and ballast (if needed).
- Prepare a draft geotechnical report summarizing the results of the subsurface exploration and laboratory testing programs, and presenting appropriate recommendations and conclusions.
- Prepare a final geotechnical report incorporating requested changes/updates from the project team's review of the draft report.
- Coordinate geotechnical tasks with other design tasks
- Attendance at up to two project meetings

Assumptions

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

- Rights of entry will be obtained under other work tasks for work outside the right of way.
- Due to narrow lanes, lack of shoulders, and utility conflicts we anticipate that the field work for the borings in the roadway may require full road closures and detours.
- Field work will be performed during daylight hours.
- If contaminated soils are encountered, then additional charges will be incurred for equipment decontamination, testing, and soil disposal.
- The City will issue a street use permit at no cost to the Consultant.
- Abandonment of the groundwater monitoring wells is not included in our scope. We have assumed that this task will be completed during construction by the project contractor.

Deliverables

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

TASK 7: STRUCTURAL ENGINEERING

Subtask 7 – Structural Engineering

The Consultant anticipates that retaining structures will be required for the project to minimize impacts to adjacent wetlands, and to develop the selected access management strategy at the Victoria Hills subdivision.

The Victoria Hills subdivision retaining walls could be a series of structures that bracket the individual driveways (up to 10 driveways assumed) to allow for lowering of the Brady Road profile and widening of the road prism. The Consultant anticipates that these structures would be of the same construction type, i.e., different wall systems would not be used for individual residences.

The walls designed for the purpose of minimizing wetland disturbance will be located north of the Victoria Hills neighborhood, on the inside and outside of the southernmost curve, and on the outside of the northernmost curve. The total length of these walls is expected to not exceed 2,000 linear feet, distributed over a maximum of four separate walls. As with the Victoria Hills structures the Consultant anticipates a single construction type for these four walls, although the construction type may be different than the Victoria Hills walls.

The Consultant will provide technical special provisions and cost estimates to support the overall PS&E effort described elsewhere.

Assumptions

- A retaining structure alternatives analysis will not be required for the project
- Soundwalls or any structure other than the two wall types described above are not included in this scope of services
- The Consultant's retaining structure designer will not be required to present design information (e.g., design criteria, aesthetics, private land disturbance, etc.) at any public open house, homeowner's association meeting, or any other public meeting.
- Only two retaining structure types will be designed, one for use at Victoria Hills, and one for use elsewhere.
- The walls at Victoria Hills will be a maximum height of five feet.
- The wetland impact minimization walls will be a maximum height of 10 feet.

Deliverables

- Retaining structure design will be incorporated into the drawing set, special provisions, and cost estimate and will be included with the PS&E deliverables at the milestones described elsewhere in this document.
- Structural calculations at 90% Design Stage to facilitate building permit review and approval.

TASK 8: RIGHT OF WAY

Consultant shall provide labor, equipment and materials to acquire real property and easements to facilitate project construction. Legal Descriptions will be developed as described in Task 2.4. Property owner lists, maps, and acquisition areas will be developed in Task 4.2.

Right of Way Acquisition activities will conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City Policies and Procedures.

Subtask 8.1 – Preliminary Title Reports

The number of acquisitions is based on the assumed impacts to properties adjacent to the project, and does not include acquisitions for offsite wetland or storm water mitigation.

The Consultant will obtain preliminary title reports for each property acquisition. Early in the design process, the Consultant will review each preliminary title report for encumbrances, liens, or defects. The Consultant will work with the title companies to resolve encumbrances prior to completion of appraisals.

Assumptions

- 16 property acquisitions

Deliverables

- 16 preliminary title reports

Subtask 8.2 – Project Funding Estimate

The Consultant will complete a Right of Way Project Funding Estimate in conformance with WSDOT LAG Manual. The City will review the Project Funding Estimate for compliance with current project design. Consultant will revise the Project Funding Estimate to respond to City comments and issue the Final Project Funding Estimate for WSDOT review.

Assumptions

- 16 property acquisitions

Deliverables

- Draft Project Funding Estimate (paper and PDF)
- Final Project Funding Estimate (paper and PDF) submitted to WSDOT for review and approval

Subtask 8.3 – Appraisal and Appraisal Review

The Consultant will use a WSDOT approved appraiser. The Consultant will provide one real estate appraisal for each ownership from which a property interest value of greater than \$10,000 is to be acquired.

The Consultant will complete appraisal waivers for those properties valued at less than \$10,000.

Appraiser will provide written notice to owners of a planned appraisal inspection and will provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Appraisal will conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

The Consultant will provide an appraisal review for each appraisal. The appraisal review will be conducted by another WSDOT approved appraiser.

Deliverables

- Appraisals and Appraisal Reviews for 7 files
- Appraisal Waivers for 9 files

Subtask 8.4 – Acquisition

The Consultant will conduct property acquisition negotiations, on behalf of the City.

Consultant will research the ownership status of the parcel and any existing conditions impacting the parcel. Consultant will provide potential courses of action for obtaining clear title for the City.

Consultant will compile and/or prepare all essential documents to be submitted to owners using City approved documents. These include project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. Universal shall make all offers in person or by certified mail.

Consultant will provide all property owners with:

- A complete copy of the valuation that just compensation is based upon at the initiation of negotiations.
- Consultant will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:
 - Efforts to achieve amicable settlements,
 - Owners' suggestions for changes in plans,
 - Responses to owners' counterproposals, etc.

Consultant will make every reasonable effort to acquire the ROW expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

Assumptions

- No relocation activity is anticipated.
- City will pay closing costs

Deliverables

- 16 completed negotiation packet with document for recording.

Subtask 8.5 – Closeout and Certification

The Consultant will provide documentation that ROW has been acquired in compliance with the Uniform Act as amended, and other applicable federal, state and civil rights laws. Consultant will submit a ROW Certification request to the City.

Deliverables

- Right of Way Certification Request submitted to the City.

TASK 9: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Subtask 9.1 – Wetland Delineation

The Consultant will delineate the boundaries of wetlands within the study area, in accordance with the criteria and methods described in the U.S. Army Corps of Engineers (USACE) 2010 Regional Supplement to the USACE Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region – Version 2.0 (USACE 2010). The study area for the project has been identified as an area 100 feet on either side of the centerline of Brady Road from Pacific Rim Boulevard to NW 16th Avenue.

The delineation will entail collecting and reviewing background information, as well as conducting the actual delineation fieldwork. The Consultant will review background information, including soil maps, topographic maps, National Wetland Inventory maps, and recent and historic aerial photos. These will assist in determining the location of jurisdictional wetlands. During field investigation, the Consultant will collect the appropriate data, determine the wetland boundaries, record the boundaries using a GPS unit capable of post-processed sub-meter accuracy, and flag them in the field for future verification by regulating agencies.

The Consultant will also delineate the ordinary high water mark (OHWM) (if applicable) of the tributary to Fisher’s Swale that is within the project corridor. OHWM delineation will be conducted according to the criteria defined in the Washington State Department of Ecology (Ecology) publication titled – Determining the Ordinary High Water Mark on Streams in Washington State.

Once all fieldwork is complete, the Consultant will prepare a project-specific wetland delineation and assessment report for the study area that summarizes the findings of the field investigations. The Consultant will compile the data collected in the field onto wetland data sheets and summarize the results in report form. Pertinent records concerning wetland alterations and site hydrology will be evaluated as required by the delineation method. All delineated wetlands will be assessed using the most recent version of the Washington State Wetland Rating System for Western Washington (Ecology 2004, pending update in 2015). The delineation report will include the graphics required for concurrency by the regulating agencies.

After completion of the initial delineation, the Consultant team will meet internally to discuss the mapped wetlands within the corridor to determine steps that can be taken to avoid and minimize impacts to these wetlands. The Consultant will also meet on site with USACE and Ecology to review the delineated wetlands to facilitate agency review and concurrence with the delineation.

Assumptions

- Rights of entry for wetlands located outside the right of way will be covered in other Tasks
- One round of City review on the wetland delineation will occur; any resulting edits will be minor and will not require additional technical analysis
- The study area for the wetland delineation will be limited to a 200-foot-wide corridor (100 feet either side of the current center line) of Brady Road from NW Pacific Rim Boulevard, south to NW 16th Avenue.
- Off-site wetland mitigation site(s) (if required) are outside of this study area and will require a separate wetland delineation.

Deliverables

- Draft project corridor wetland delineation report (one electronic)
- Final project corridor wetland delineation report (one electronic and five hard copies)
- One meeting at the project and mitigation site with USACE and Ecology to facilitate agency concurrence with the delineation
- One internal Consultant team meeting to review the preliminary delineation findings and discuss potential impact minimization and permitting strategies

Subtask 9.2 – Wetland Mitigation Plan

A wetland mitigation plan will be prepared in accordance with USACE, Ecology, and City mitigation standards. The plan will identify the ways the mitigation sequencing (avoidance, minimization, and mitigation) required by regulatory agencies, and will identify the means by which the project has avoided, minimized, and mitigated for impacts to the extent practicable. The plan will also detail the unavoidable, permanent impacts to wetlands, wetland buffers, habitat, and/or habitat buffers and detail the compensatory mitigation proposed to offset the permanent impacts. This may involve a site within or near the project corridor or an alternative off-site location. The specific mitigation location will be determined and arranged in coordination with City staff.

The mitigation plan will describe the necessity for the permitted action and include a narrative of the proposed project, an ecological assessment of the proposed self-mitigating measures and compensatory mitigation measures (i.e., wetland enhancement, wetland creation, wetland rehabilitation, preservation etc.), a list of best management practices (BMPs), conceptual plans identifying the areas impacted, methods to restore temporarily impacted areas, and proposed compensatory mitigation activities.

This task includes the preparation and submittal of the mitigation plan to USACE, Ecology, WSDOT, and the City. It is anticipated that USACE, Ecology, and the City may wish to meet in the field to review and verify the viability of the proposed mitigation plan. The Consultant will arrange and conduct a field visit with the agencies to review the proposed mitigation plan. The Consultant will prepare brief summary notes from this visit to document the agency discussion.

Assumptions

- Mitigation plan will require no more than one round of review (concurrent) by the City, WSDOT, Ecology, and USACE
- This task excludes construction- and post-construction-related services such as construction oversight and annual monitoring and reporting.
- One round of City review of agency meeting summary.

Deliverables

- Draft Mitigation Plan for agency review (one electronic copy and one hard copy)
- Final Mitigation Plan responding to agency comments (one electronic copy and two hard copies)
- One site visit with agency staff to review the proposed mitigation plan
- Agency site visit meeting summary (one electronic copy)

Subtask 9.3 – Endangered Species Act Compliance (ECS Form)

It is assumed that the NEPA ECS form prepared under Task 9.9 will be sufficient documentation for ESA compliance, and that a stand-alone ESA document will not need to be prepared for this project. Information gathered during fieldwork and background research will be incorporated into the ECS form. It is expected that the Consultant will meet once with WSDOT agency staff for this task, to discuss and reach an agreement on the ECS documentation approach.

The Consultant will confirm which species and critical habitats National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) have listed or proposed for listing that could occur within the vicinity of the project area. The Consultant will also research and identify priority species and habitat information from (1) the Washington State Department of Fish and Wildlife (WDFW), Priority Habitats and Species Program, (2) the Washington State Department of Natural Resources (WDNR), Washington Natural Heritage Program, and (3) the City and/or County geographic information systems. The Consultant will review this information, as well as other appropriate sources of information from existing literature and data resources, in conjunction with field reconnaissance.

In conjunction with the field work conducted for the wetland delineation, the Consultant will review and verify the presence of potential habitat for species of concern in the project action area.

The Consultant will prepare the required documentation for Endangered Species Act (ESA) compliance. A preliminary assessment of the existing information for the project area indicates that there are no ESA-listed species known or expected to occur in the immediate project vicinity. Current USGS mapping area identifies the tributary to Fisher's Swale that is within the project study area, as flowing to the Columbia River. However, recent projects within the Fisher's Swale sub-watershed have documented that Fisher's Swale drains into Dwyer Creek and Lacamas Lake. These waterbodies are not known to support populations of ESA-listed fish species. The Consultant will coordinate with resource agencies to document that the current USGS mapping is in error, and that waterbodies that could be affected by the project are not habitat for ESA-listed fish. A preliminary assessment of the study area habitats indicates that the study area is not documented habitat for any other ESA-listed species (terrestrial species, birds, or plants).

Assumptions

- Effects to listed species and critical habitat are assumed to result in a No Effect determination, and the NEPA ECS Form will serve as ESA documentation for the project.
- Meetings with agency staff will be held in Vancouver or Camas. No formal meeting minutes will be prepared from these meetings.

Deliverables

- One meeting with WSDOT staff to discuss the ECS Form approach to ESA documentation.
- Draft and Final ECS form as described in Task 9.9

Subtask 9.4 – Joint Aquatic Resource Permit Application

Due to the fact that project activities are likely to affect wetlands and other waters of the State/US, a Joint Aquatic Resources Permit Application (JARPA) will be completed for the project. The JARPA will address multiple permits and authorizations required for the project. The permits anticipated for this project to be addressed in the JARPA are a Section 404 Clean Water Act authorization for the USACE (NWP #14), a 401 Water Quality Certification from Ecology (pre-certified under NWP #14), and a Hydraulic Project Approval (HPA) from WDFW.

The JARPA application will include necessary USACE forms, background information in the form of supporting documents (wetland delineation, mitigation plan, and NE Letter as detailed in other tasks), and associated graphics. Both permanent and temporary wetland impacts are regulated by the USACE through its permitting process. However, wetlands that are temporarily filled, flooded, excavated, or drained, but restored to preconstruction contours and elevations after construction, are not included in the measurement of wetland loss by USACE.

It is anticipated that the amount of wetland fill for the project will not exceed 0.5 acre (the maximum amount allowable for coverage under USACE Nationwide Permit (NWP) #14 [Linear Transportation Projects]), and that the project would qualify for coverage under NWP #14. A Section 401 Water Quality Certification has been pre-certified by Ecology for projects that are covered under NWP #14. The project must comply with state water quality standards and other aquatic resource protection requirements under Ecology's authority to be covered under the pre-certified 401 water quality certification. If the project meets the criteria for coverage under NWP #14 with the USACE, then no direct coordination with Ecology is required.

The JARPA will also be used to apply for a Hydraulic Project Approval (HPA) from WDFW for activities required below the OHWM of the tributary to Fisher's Swale. In order to obtain the HPA, the project engineering design and conservation measures will be described to meet the criteria established by WDFW regarding in-water work, fish passage, construction activities, erosion control measures, and the timing of in-water work.

The Consultant will file the JARPA with the USACE and WDFW and follow up with these agencies to secure a Section 404 permit, with pre-certified 401 certification, and an HPA from WDFW for the project. The Consultant will conduct up to two permit coordination meetings with agency staff, to facilitate permit application review and permit issuance. Consultant will also provide up to twelve hours of time to coordinate with the City and the project team regarding conditions of approval on the permits

Assumptions

- The project will result in permanent impacts to wetlands that do not exceed 0.5 acres and the project will be eligible for permitting under USACE Nationwide Permit No. 14 (Linear Transportation Projects). If an Individual Permit is required, Contingency Task 12.1 can be authorized to address this permitting need.
- A Section 404(b) (1) alternatives analysis will not be required.
- An Individual Section 401 water quality certification with Ecology will not be required.
- USACE will not require any additional NEPA documentation other than the documentation prepared for WSDOT.
- Compensatory mitigation will be required for permanent impacts to waters of the US.
- Use of 60 percent design drawings will be sufficient to prepare and submit permit documents.
- Following submittal of permits, design changes will not be made which result in changes to project impacts or required mitigation.
- The JARPA will require one round of City review and one round of revision.
- The City will pay required permit review fees.
- Up to twelve hours of Consultant time will be required, to review and coordinate with the project team regarding conditions of approval received from USACE and WDFW.

Deliverables

- Completion of draft JARPA for City review (one electronic copy)
- Completion of final JARPA based on City comments and submittal to USACE (four hard copies)
- Submittal of final JARPA to WDFW for HPA review
- Consultant review and team coordination of final USACE and WDFW conditions of approval
- Up to two permit coordination meetings with agency staff

Subtask 9.5 – Wetland and Critical Areas Technical Memorandum

As a component of the NEPA record, the Consultant will prepare a memorandum summarizing the critical areas and habitat in the project area, including wetlands, fish and wildlife habitat, aquifer recharge, geologic hazards, and frequently flooded areas. The Consultant will review available information, including maps and species information from the City, Clark County, WDFW, and other agencies to determine if critical areas or habitat have been documented within the project area.

Assumptions

- One round of review will occur on the wetlands/critical areas memorandum from the City or WSDOT. Edits will be minor and will not require additional technical analysis.

Deliverables

- Draft wetlands and critical areas memorandum (one electronic)
- Final wetlands and critical areas memorandum (one electronic and five hard copies)

Subtask 9.6 – National Environmental Policy Act (NEPA) Environmental Methods and Assumptions Memorandum

Because the level of technical detail necessary to satisfy the NEPA review can vary greatly depending on the circumstances of the project and the particular WSDOT staff members assigned to it, the Consultant will conduct an early kickoff meeting with WSDOT Southwest Region Local Programs staff prior to the preparation of NEPA documents. This meeting is intended to reach an understanding common to the project team and agency staff regarding review protocols and the level of detail needed to support the environmental considerations included in the environmental classification summary form (ECS) that will be prepared for the project. For this meeting, the Consultant will prepare a memorandum of methods and assumptions that will document the team's expectations regarding review protocols. The memorandum will include the following.

- Verification of the agencies responsible for NEPA and State Environmental Policy Act (SEPA) review and identification of staff contacts
- Verify that SEPA Checklist is the appropriate level of documentation for SEPA review
- Affirmation of the level of technical support documentation to be provided consistent with the scope of services.
- Verification of the level of NEPA review, which is anticipated to be a Documented Categorical Exclusion (DCE).

In addition to the early kickoff meeting, it is expected that a meeting will likely occur just before the first submittal of the ECS form and supporting technical documents, and that three additional meetings will occur during agency review.

Assumptions

- Meeting(s) with agency staff will occur in Camas.
- City review of the draft methods and assumptions memorandum will be limited to one review cycle.

Deliverables

- Preparation for and attendance by up to two Consultant planning and environmental staff at up to five, one-hour NEPA team meetings
- Meeting notes from meetings with agency staff will be prepared and distributed to the project team
- Draft methods and assumptions memorandum for environmental documentation (one electronic copy)
- Final methods and assumptions memorandum for environmental documentation (one electronic copy)

Subtask 9.7 – Social and Land Use Impacts (ECS Form)

Given that project impacts are assumed to be minimal as the planned road will not require housing relocation, the project will improve public safety, pedestrian accessibility and recreation and is not anticipated to adversely impact services or utilities and the project will not impact 4(f) resources, the Environmental Classification Summary (ECS) Form will be used to address the Social and Land use project impacts. Additionally, based on WSDOT Environmental Manual guidance, an economic analysis of the proposed project is not warranted because it would not require substantial right-of-way acquisitions nor would it affect major employers in the project vicinity. If it is determined that a Social and Land Impacts Technical Memorandum or further economic analysis is necessary, a revised scope of services will be provided to the Client to address the preparation of these documents.

Assumptions

- A social and use impacts technical memorandum will not be required.
- An economic analysis will not be required for the NEPA DCE review.
- No 4(f) resource will be impacted.
- Costs for completing the ECS form are included in Subtask 9.9

Deliverables

- Draft ECS form (one electronic copy)
- Final ECS form (one electronic copy and five hard copies)

Subtask 9.8 – Environmental Justice Technical Memorandum

The purpose of this technical memorandum is to document compliance with the environmental justice executive order. An analysis of the Title VI Population Groups within the project area will be provided. Population breakdown will conform to U.S. Department of Transportation (USDOT) definitions for “minority” and “low-income.” Methods for identification will include the review and analysis of a primary data source—the 2010 U.S. current Census—and a secondary data source, such as student demographic data made for the local public school as published in the Washington State Report Card. Door-to-door visits in the area will not be conducted. This research will determine if any special populations reside within the project limits. Based on this research, the absence or presence of special population groups will be documented. If such groups are present in the project area, potential impacts, including the

possibility for disproportionate adverse impacts on these populations would be evaluated consistent with Title VI of the Civil Rights Act of 1964. Mitigation measures for such impacts would be identified.

The Consultant will complete the environmental justice matrix and will assemble the above material into an environmental justice technical memorandum. The Consultant will finalize the report based on one round of City reviews and submit five copies of the final environmental justice technical memorandum to WSDOT.

Assumptions

- Demographics data needed to develop the environmental justice assessment will be data developed with the public involvement plan task.
- A formal discipline report is not anticipated and the environmental justice technical memorandum will be sufficient for NEPA compliance.
- City revisions and WSDOT comments on the draft and final technical memorandum are minor edits and do not require additional technical analysis.

Deliverables

- Draft environmental justice matrix and technical memorandum (electronic copy)
- Final environmental justice matrix and technical memorandum (electronic copy and five hard copies)

Subtask 9.9 – NEPA Documentation and Approval

The Consultant will complete the NEPA ECS form and compile the NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual and other appropriate WSDOT and/or FHWA guidance documents.

Environmental Documentation: ECS and Supporting Documentation

Compliance with NEPA will be documented by using the ECS form and supporting documentation, including technical memoranda and reports created for the project as noted below. Information regarding the type of documentation and content that is currently anticipated necessary to assess the environmental effects of the project appropriately is shown below. The following list shows which discipline areas that will be addressed through the ECS form, those that will likely require additional technical analysis and documentation and the team member responsible for each element.

Table 1. NEPA Environmental Elements and Proposed Documentation

NEPA ECS Environmental Elements	Proposed Documentation	Team Member Responsible
1. Air Quality	ECS form (Air Quality Technical Memorandum is a contingency item)	Michael Minor and Associates
2. Critical/Sensitive Lands	Wetland Delineation Report, Wetland technical memorandum, ECS Form (for vegetation, fish, and wildlife species including ESA-listed species)	BergerABAM
3. Cultural Resources/Historic Structures	Archaeology/Cultural Resource Report and Dept. of Archaeological and Historic Preservation Concurrence Letters	AINW
4. Floodplains and Floodways	ECS Form / No Net Rise Analysis	HDJ Design Group

5. Hazardous and Problem Waste	Hazardous Materials Technical Memorandum	Hart Crowser
6. Noise	ECS form (Noise Technical Memorandum is a contingency item)	Michael Minor and Associates
7. Parks, Recreation Areas, Wildlife Refuges, Section 4(f)/6(f), etc.	ECS Form	BergerABAM / AINW
8. Resource Lands	ECS Form	BergerABAM
9. Rivers, Streams, or Tidal Waters	Water Quality/Stormwater Technical Memorandum	HDJ Design Group
10. Tribal Lands	ECS Form	BergerABAM / AINW
11. Sole Source Aquifer	Compliance with WSDOT Highway Runoff Manual or Sole source aquifer checklist	HDJ
12. Water Quality/Stormwater	Water Quality/Stormwater Technical Memorandum	HDJ Design Group
13. Commitments	ECS Form	BergerABAM
14. Environmental Justice	Environmental Justice Memorandum	BergerABAM

The Consultant will compile and provide the City with a matrix of environmental commitments made through the permitting of the project. One draft copy of this matrix will be provided for City review and comment. Upon receipt of comments from the City, a final commitment matrix will be provided. Subsequent updates of this matrix after its final delivery will be the responsibility of the City.

Attendance at one, 2 hour project team and one environmental team meeting is also included as part of this task.

Assumptions

- NEPA documentation is assumed to be a DCE, and the preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
- Floodplain impacts are not anticipated and will be addressed in the ECS form.
- Document preparation will begin upon the selection of a preferred alternative.
- The project will be processed by WSDOT as a DCE.
- One round of City revisions and WSDOT comments on the ECS will occur. These will require minor edits and will not require additional technical analysis.
- After final delivery of the commitment register, the City will be responsible for managing and maintaining the commitment register, including any subsequent permit updates and will be responsible for providing the register to FHWA if requested.

Deliverables

- Draft ECS form (one electronic copy)
- Final ECS form (one electronic copy and one paper copy)
- Attendance at one project team and environmental team meeting
- Draft register of permit commitments (one electronic copy)
- Final register of permit commitments (one electronic copy)

Subtask 9.10 – SEPA Documentation and Approval

The Consultant will complete a SEPA checklist in accordance with SEPA (RCW 43.21C) and SEPA Rules (WAC 197-11). It is anticipated that the SEPA checklist will refer to the technical reports created for the NEPA DCE review and no new technical analysis will be conducted specific to the SEPA review. It is anticipated that the City will be SEPA lead agency and that the agency determination will be a Determination of Non-Significance (DNS) or a Mitigated Determination of Non-Significance (MDNS).

Assumptions

- Documents created to fulfill NEPA requirements will be used for reference to complete the SEPA checklist and no additional studies will be conducted by the Consultant.
- One round of City review; City revisions and comments on the SEPA checklist will be minor and do not require additional technical analysis.
- The SEPA threshold determination is anticipated to be a DNS or MDNS.
- A SEPA EIS is not required.
- The City will be the lead agency and will prepare the SEPA threshold determination.

Deliverables

- Draft SEPA Checklist (one electronic copy)
- Final SEPA Checklist (one electronic copy)

Subtask 9.11 – City Type 2 Critical Area Permit Application

The project area contains critical areas that would be regulated under the City's Critical Areas Ordinance (CMC Chapter 16.51 to 16.61), including wetlands, streams, and associated buffers. Because it is anticipated that the project will require some degree of impact to areas within wetlands, streams and associated buffers, a Type 2 critical area permit will be required.

The critical areas permit application will include the necessary forms and a critical areas report that summarizes how impacts will be avoided, minimized, and/or mitigated for each type of critical area, including supporting documents, such as the mitigation plan (completed under Task 4.2), wetland delineation (completed under Task 4.1), and the geotechnical report.

It is also expected that tree removal will be necessary for the project and that a tree inventory and tree restoration plan will be required. Grading, filling or clearing of land, or removal of timber on land characterized by, or adjacent to (within three hundred feet of) an environmentally sensitive area is regulated by under the Sensitive Areas and Open Space Chapter 18.31 CMC 18.31.020(J). Additionally, the City of Camas regulates trees considered "significant trees" defined by CMC 18. 03. 050 Environmental Definitions as evergreen trees 8-inches in diameter at breast height (dbh), and deciduous trees, other than red alder or cottonwood, twelve inches dbh. All trees meeting the above criteria will be identified to species, their diameter-at-breast-height (dbh) recorded, and their position recorded during the topographic survey.

CMC Chapter 16.51 General Provisions (for Critical Areas), allows for selective vegetation removal (CMC 16.51.120(C)(5)), with approval of a restoration plan. The Consultant will include a discussion of tree replacement as part of the mitigation plan prepared under Task 4.2. The plan will include a "significant tree restoration plan" mitigating for trees impacted at the suggested 2:1 replacement ratio per CMC

16.51.120(C)(5)(b). Replacement trees may include mitigation plantings, applicable street trees, or some combination thereof.

The Consultant will work with City review staff to obtain a draft Type 2 staff report for the wetland permit and will circulate the draft staff report to the City project team via email for review and input. The Consultant will collect and compile team comments on the staff report and will respond to City review staff with any suggested edits to the staff report.

Assumptions

- Critical areas impacts may include both temporary and permanent impacts.
- The City will agree that temporary project impacts are adequately mitigated by construction methods and restoring impacted areas to their existing condition.
- Tree mitigation requirements to ensure compliance with CMC 16.51.120(C)(5) will be met through a combination of mitigation plantings, and/or street tree plantings associated with the project.
- The critical areas application will require one round of City review.
- One round of review on the draft staff report.
- Wetland mitigation defined in Task 4.2 will be adequate to address critical areas impacts and no further project mitigation will be required to address project effects on critical areas.
- City will initiate a pre-application conference waiver and a pre-app will not be required.
- A Type II application process will be permitted for the critical areas permit.
- Permit applications fees will be the responsibility of the City
- Recording of a covenant or tract to preserve critical areas and/or project mitigation, if necessary, will be handled by the City

Deliverables

- Draft critical areas report consisting of a narrative and summary of impacts/mitigation of critical areas for City review (one electronic copy)
- Final critical areas report based on City comments
- Application form and compilation and submittal of the compiled application package
- Review and coordination of a draft staff report document with the City and project team

Subtask 9.12 – Level 1 Hazardous Materials Assessment

The Consultant will conduct a Level I Hazardous Materials Assessment (HMA) to assess and identify any known or potential environmental conditions within or adjacent to the project alignment (the Area of Potential Effect) that may impact the project. There are approximately 25 individual parcels that abut the project alignment with varying residential, light industrial/manufacturing, educational, agricultural, and undeveloped uses.

The tasks for completing the Level I HMA are in general accordance with Washington State Department of Transportations (WSDOT) Local Programs Environmental Classification Summary (ECS) Guidebook (March 6, 2014) for Section 4.5 Hazardous and Problem Wastes. The Level I HMA will also follow general guidance within the All Appropriate Inquiries Final Rule (AAI Rule) per 40 CFR 312, ASTM Standard Practice for Environmental Site Assessments (ASTM E 1527-13), and generally accepted procedures as outlined in the American Association of State Highway and Transportation Officials (AASHTO) Hazardous Waste Guide for Project Development guidance document (AASHTO, 1990).

The Level I HMA will provide information used in completing Section 4, Environmental Considerations, for the WSDOT Local Agency Environmental Classification Summary Form. The study will also provide recommendations for additional studies such as expanded Phase I Environmental Site Assessments, and/or Phase II Environmental Site Assessment based on the findings.

Based on this approach, the Consultant will address the following potential areas of environmental concern for the project alignment: aboveground storage tanks (ASTs) and underground storage tanks (USTs); contamination of air, surface soil, surface water, and groundwater; and solid and hazardous wastes. If obvious during our site reconnaissance (no invasive measures will be used), the Level I HMA may also note other environmentally-related information outside of the ASTM standard, such as the potential presence of asbestos-containing materials and water wells.

The HMA will consist of the following primary tasks: historical characterization, regulatory agency list and file review, site reconnaissance, interviews, data analysis and report preparation. These tasks are described in more detail below.

1. **Historical Characterization** – We will conduct a review of readily available published documents, such as, Sanborn Fire Insurance Maps; aerial photographs which cover the project vicinity and are related to historical uses of nearby properties; historical topographic maps; and city street directories.
2. **Regulatory Agency List and File Review** - We will review regulatory lists for sites along the project alignment for pertinent environmental issues or concerns. Our review will include the U.S. Environmental Protection Agency (EPA), applicable state agencies (e.g., Department of Ecology), and a report from Environmental Data Resources, Inc. (EDR) (EDR acquires and compiles data from multiple federal and state regulatory agency database lists). All search distances will be in accordance with the current AAI Rule and ASTM standard for Phase I Environmental Site Assessments. The regulatory database search and review will provide us information on sites which the databases and/or lists identify as presenting potential environmental concerns to the project. Our file review (if deemed necessary) will be limited to available files obtained from Washington State Department of Ecology's and EPA's websites. If an appointment is deemed necessary for a physical appointment to review files in Olympia, Washington at Ecology's Southwest Regional Office or Seattle's EPA Region 10 office, we will provide it as a recommendation for the next phase of work.
3. **Site Reconnaissance and Interviews** – We will conduct a reconnaissance of properties via public right-of-ways within the project alignment to corroborate information gathered during the initial tasks and to identify any obvious visual signs of potential environmental concerns on or adjacent to the project alignment. Limited interviews of property owners will be conducted as part of this HMA. Photographs and field notes will be taken, as necessary, to document our observations and conversations.
4. **Data Analysis and Report Preparation** - An HMA report will be prepared for the project alignment to present the information collected from the above task efforts. The gathered information will be

evaluated with respect to indications of existing and historical environmental concerns on and adjacent to the project alignment.

The report will include a summary of Recognized Environmental Conditions (RECs), historical RECs, controlled RECs, and *de minimis* conditions and will provide recommendations for additional environmental assessment, if necessary.

The report will include figures showing the project alignment and environmental features of nearby properties of concern, color photographs, and other relevant information acquired during the HMA activities. A draft HMA report and the Section 4.5 Hazardous and Problem Waste of the ECS form will be submitted to the project team for review and comment, prior to preparation of the final HMA report and ECS form.

5. **HMA Project Management and Support** – We will provide project management and support for our work, including coordinating staff, invoicing, email and telephone communications with the project team, other incidental administrative services required for the project, and attendance at up to two project meetings.

Assumptions

The above scope of work and attached fee estimate are based upon the following assumptions:

- Our scope of work does not include obtaining access agreements with the owners or occupants of the individual tax lots within the project alignment and assumes that the City or others in the Consultant team will contact property owners to explain the project, arrange access and identify appropriate representatives of each property and their associated contact information (i.e., telephone number) – if available.
- Our scope does not include contacting certain property representatives to set appointments for interviews once they have had initial contact by others.
- Our scope of work does not include destructive or non-destructive sampling or testing of soil, water, building materials, etc. If such work is deemed necessary, then further investigation will be required.

Deliverables

- Draft Level I HMA report and Section 4.5 Hazardous and Problem Waste of the ECS form (electronic PDF copy)
- Final Level I HMA report and Section 4.5 Hazardous and Problem Waste of the ECS form (electronic PDF format and up to 5 hard copies)

Subtask 9.13 – Noise Analysis

The consultant assumes that the project as scoped will not meet the thresholds to require a formal noise analysis. As such, noise analysis will be documented on the ECS form.

Subtask 9.14 – Air Quality Analysis

The consultant assumes that the project as scoped will not meet the thresholds to require a formal air quality analysis. As such, air quality analysis will be documented on the ECS form.

Subtask 9.15 - Cultural Resource Analysis

The cultural resource study for the street improvements project will be done to meet Section 106 of the National Historic Preservation Act as the project will be funded by the Federal Highway Administration (FHWA) through WSDOT. The cultural resource study would also complete the archaeological study needed to satisfy the City of Camas's archaeological ordinance. The standards and guidelines developed by the Washington State Department of Archaeology and Historic Preservation (DAHP) would be followed.

The following are the main tasks likely to be needed for this project.

- Prepare the draft Area of Potential Effect (APE) description for the City; HDJ will submit the APE request to WSDOT. Subsequent changes to the project may require a revised APE submittal.
- Conduct an archaeological pedestrian survey of the APE and excavate shovel tests in areas where the land is intact or an archaeological resource is likely. Archaeological resources will need to be delineated.
- Inventory historic-period buildings and structures that are either within the APE or are on parcels that are crossed by the APE (are on lands that may be purchased for the project). No historic-period buildings or structures are likely to be within the APE, based on existing information.
- Summarize the findings in a survey report for the City and for WSDOT review.
- Monitor geotechnical test pits, if report clearances have not been obtained and WSDOT approves.
- Recommend a Finding of Effect based on the possible impacts, or recommend additional evaluation phase study.
- Provide a finding under Section 4(f), if the project may "use" a historic resource.
- If resources cannot be avoided, additional effort to evaluate them may be needed. Resource evaluation would be a second phase of the study.

Area of Potential Effect (APE)

The APE will need to be determined, summarized, and submitted to WSDOT for review. WSDOT will submit the APE description document to DAHP and Tribes, and the DAHP will need to approve the design of the APE before the archaeological survey can begin. AINW will work with the City and WSDOT cultural resource staff to prepare the APE submittal to WSDOT. The APE will need to include all areas of possible ground disturbance.

The following areas will be included in the APE.

- The APE will include the existing 60-foot-wide road right of way, plus additional land on both sides of the road.
 - The corridor is approximately 3,000 feet long.
 - Except the southern 900 feet on the east side of NW Brady Road, the corridor will include 20 additional feet for a 100-foot-wide corridor.
 - The southern 900 feet of the corridor on the east side of NW Brady Road will include 10, rather than 20, additional feet of private land for a slightly reduced corridor width of 90 feet.
- Additional land will be needed at the inside of two curves that are midway in the project.
 - The two curves are each approximately 600 feet long.
 - The additional area will be approximately 30 feet wide at the inside of each curve.

- Areas for stormwater and mitigation may be added later in the project, and are not planned to be in the original APE submittal.

AINW will review the previous studies in the project APE to identify areas that have been adequately surveyed previously for archaeological resources and to identify previously recorded archaeological and historic resources. No archaeological resources have been previously recorded or documented within or near the project. Some portions of privately owned lands adjacent to the corridor have been archaeologically surveyed. No buildings or structures constructed more than 45 years ago appear to be located on parcels crossed by the APE.

AINW will need a map of the project area and confirmation of the locations and dimensions of the impact areas, as well as a description of the project, for the APE submittal.

Archeological Field Survey

Once the APE has been approved and the background review is done, and after permission from private landowners has been obtained, the archaeological pedestrian survey will be conducted. The archaeological survey will consist of an archaeologist walking along the corridor on both sides of the street to determine if artifacts are present and whether the APE has been previously disturbed; and shovel testing where needed to confirm a significant site is not likely present. Areas that appear to have intact native soils may be noted as high probability areas for shovel testing.

Areas where an archaeological site is considered likely but the visibility of the native soils is poor may be recommended for shovel testing. If artifacts are found during shovel testing, they will not be collected but will be documented, and a site form will be prepared. Shovel tests will be excavated to meet the City's archaeological ordinance and the DAHP's standards and guidelines. They will be excavated 30 centimeters at the surface at least 50 centimeters deep, and soils will be screened using 1/8-inch mesh hardware cloth.

- Up to 30 shovel tests may be excavated.
- Up to 2 archaeological resources may be identified and documented.

Historic Resource Field Inventory

If private land may be purchased using federal funds from the FHWA (through WSDOT), the historic-period buildings and structures—those constructed more than 45 years ago—will need to be inventoried and evaluated. The oldest buildings on parcels crossed by the APE appear to be in the Victoria Hills subdivision at the southern end of the project, and these were constructed starting in the early 1970s. No buildings and structures appear to be in the APE or on parcels crossed by the APE.

Historic resources, if present, would need to be documented on the DAHP's current inventory forms and the forms appended to the report. A preliminary evaluation would need to be provided as part of the documentation.

Report & Resource Documentation

The archaeological survey (including both the pedestrian survey and shovel testing), and results of the historic resource inventory, will be presented in the cultural resource survey report. The draft report will be submitted to the City for review. After the City's approval, WSDOT staff will review the draft report. Once approved, WSDOT will submit the report to the DAHP and Tribes for review and concurrence. The report will include recommendations for additional work, if additional work, such as testing and evaluation of resources, is needed. Recommendations will be coordinated with the project team. A

preliminary evaluation of each identified resources' eligibility for listing in the National Register of Historic Places will be provided.

After the report has been approved, AINW will send copies to the seven tribes required under the City's procedures, via Certified Mail. Copies of the letters will be provided for the City.

Monitor Geotechnical Test Pits

The 12 test pits planned to be excavated for geotechnical explorations will be monitored over two days of effort if needed and approved by WSDOT. The monitoring would be needed if the work needs to be done prior to clearance of the cultural resource report by DAHP and Tribes. The monitoring will be planned to be done over two days.

Assumptions:

- AINW will prepare the APE submittal in coordination with design team.
- Subsequent changes to the project to add areas that are outside of the original APE submittal may require preparation of up to two revised APE submittals.
- A background review of the previous studies conducted in the vicinity will precede the fieldwork.
- The archaeological fieldwork will include a pedestrian survey using transects spaced 33 to 50 feet (10 to 15 meters) apart for all of the APE except impenetrable areas or areas where no permission has been obtained.
- Up to 30 shovel tests will be excavated at high probability areas, where the surface visibility is inadequate to determine whether an archaeological site is present. The shovel tests will also be used to delineate resource boundaries. Soils will be screened using ¼-inch mesh hardware cloth. No artifacts will be collected.
- Up to 2 archaeological resources may be documented.
- No historic-period houses, farmsteads, or structures are within the APE; therefore, no historic resources will be documented.
- The draft report will be finalized for WSDOT's submittal to DAHP and Tribes after review of the draft and acceptance by the City and WSDOT.
- Copies of the report will be sent to seven Tribes via certified mail, to meet the City's ordinance; they will be sent after WSDOT has had the opportunity to send the report to Tribes first.
- Monitoring of geotechnical test pits will be done using up to two person-days by an archaeologist.

Exclusions

If resources are found that appear to be eligible for listing in the National Register of Historic Places, and if impacts or adverse effects cannot be avoided, additional study may be needed.

Areas outside of the original APE described above may need survey and would be beyond the current scope of work.

- Additional study or documentation of archaeological sites
- Section 4(f) evaluation report due to finding of "Historic Properties Adversely Effected"

Deliverables:

- Area of Potential Effect (APE) description; the City will submit the APE request to WSDOT.
- Cultural Resources report.

Subtask 9.16 – EPA Sole Source Aquifer Checklist

The proposed project is located within the Troutdale Aquifer System, a sole source aquifer that is regulated by the U.S. EPA under 1424(e) of the Safe Drinking Water Act of 1974 (Public Law 93-523, 42 U.S.C. 300 et seq.). A memorandum of understanding (MOU) exists between the U.S. EPA, WSDOT, and FHWA that identifies when a sole source aquifer review by the U.S. EPA is required for federal-aid projects in Washington State. Attachment C of the MOU specifies that projects that require detention or retention basins and/or involve the addition or widening of lanes will require a sole source aquifer review.

For this effort The Consultant will complete a draft copy of the U.S. EPA sole source aquifer review checklist for project team review. The Consultant will revise the draft checklist based on project team comments, and submit a final revised checklist to the applicable U.S. EPA Regional 10 administrator for review via e-mail. The U.S. EPA administrator has 30 days to respond to this request Assistance During Bidding (response to one list of bidder inquiries and assistance with preparation of one addendum with no drawings required)

Assumptions

- One round of project team comments on the checklist
- Application fees, if any, will be paid by the City

Deliverables:

- Draft sole source aquifer checklist as an electronic file
- Final sole source aquifer checklist as an electronic file

TASK 10: PUBLIC INVOLVEMENT

SECTION 10: PUBLIC INVOLVEMENT

Subtask 10.1 – Stakeholder Interviews

The Consultant will conduct one-on-one interviews with property owners along the corridor. These meetings will be held to inform the property owners about the project, potential impacts, and the acquisition 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.

It is proposed that a group meeting will be held for the Victoria Hills properties adjacent to Brady Road. This will be an opportunity to soliciting feedback from property owners on access management strategies (individual turnarounds, combine driveways, single frontage road, etc.) and currently access challenges.

Upon completion of these meetings, the Consultant will create a summary report of stakeholder comments, findings, and key observations. The Consultant will provide one draft copy of this report to the City for review. Upon receipt of City comments, the Consultant will create a final report and provide it 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 10 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

- Coordination with City to determine stakeholder interview list
- Preparation for and attendance of the project manager at all interviews.
- 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 10.2 – Communications

The consultant will work with the City to write, design, and distribute one mailer during the project design process. This mailer will include contact information for Limited English Proficiency (LEP) community members.

Assumptions

- The City will have a point of contact available or use interpretation services for an LEP hotline for the project. Any expenses for such service are excluded from this scope of work.
- The Consultant will provide a print-ready digital file of the mailer to the City, who will handle printing and distribution.
- The City will accept and respond to all media requests.
- All communications to be approved by City Staff.

Deliverables

- One project information mailer (one electronic copy)

Subtask 10.3 – Open House

The Consultant will support the City in the preparation, and facilitation of one public open house for the project. The open house will occur once 30 percent design has been reached. The primary purpose of this meeting will be to gather feedback and input into community questions or concerns regarding the preferred design concept.

For the open house, the Consultant will develop necessary displays, provide staffing for the meeting, and advertising/public notice for the meeting. The Consultant will prepare materials for the open house, including 2- by 3-foot presentation boards (up to three total), comment forms/questionnaires, sign-in sheets, staff name tags, and meeting signage. The comment form will solicit comments from the meeting attendees. The Consultant 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 Fire Station 42 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
- Maximum of three 2- by 3-foot presentation boards

TASK 11: PROJECT MANAGEMENT AND DESIGN ENGINEERING SERVICES DURING CONSTRUCTION

The Consultant during the construction of the Project shall provide limited bidding and engineering services. The anticipated construction engineering services are described as follows:

Pre Bid Opening Responsibilities

The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.

Deliverables

- Electronic responses to bidder inquiries, submittals, and RFIs
- Answer pre-bid questions
- Attend preconstruction conference

TASK 12: ENVIRONMENTAL CONTINGENCY TASKS.

Note: While contingency tasks are included in the overall budget, said tasks and use of the apportioned budget are not authorized without prior written consent of City staff.

Subtask 12.1 Joint Aquatic Resource Permit Application and USACE 404 Individual Permit

The scope of work described in Task 9.4 assumes that the project will result in permanent impacts to wetlands that do not exceed 0.5 acres and the project will be eligible for permitting under USACE Nationwide Permit No. 14 (Linear Transportation Projects). If wetland impacts exceed this threshold, this task can be authorized to address the need for an Individual USACE Permit.

If a USACE Individual permit is required, the Consultant will prepare a Joint Aquatic Resources Permit Application (JARPA), as described in Task 9.4 above, which will address multiple permits and authorizations required for the project. The JARPA application requires background information in the form of supporting documents (wetland delineation, mitigation plan, and BA as detailed in other tasks), and associated graphics. Individual 404 permits also require an “alternatives analysis”, which analyzes project alternatives, including the no action alternative, and determines if the preferred alternative is the least damaging practicable alternative.

The JARPA application will also be used to apply for a 401 water quality certification from Ecology. The consultant will coordinate with Ecology prior to issuance of the 404 permit to ensure that Ecology has received all pertinent information to verify Section 401 water quality compliance. The project must comply with state water quality standards and other aquatic resource protection requirements under Ecology’s authority to receive a 401 water quality certification.

The JARPA will also be submitted to WDFW for an HPA, and this is addressed in Task 9.4.

Assumptions

- A Section 404(b) (1) alternatives analysis will be required.
- Alternatives Analysis prepared under Section 404(b)(1) guidelines will not require alternative route analysis or an economic analysis. The Consultant will present and discuss design alternatives considered in the concept design development process.
- A Section 401 water quality certification will be required from Ecology.
- USACE will not require any additional NEPA documentation other than the documentation prepared for WSDOT.
- Compensatory mitigation will be required for permanent impacts to waters of the US.
- Use of 60 percent design drawings will be sufficient to prepare and submit permit documents.
- Following submittal of permits, design changes will not be made which result in changes to project impacts or required mitigation.
- The JARPA will require one round of City review and one round of revision.
- The City will pay required permit review fees.
- USACE will route the JARPA to Ecology for the 401 water quality certification review
- Coordination meetings with agency staff on the individual permit will occur in Vancouver or Camas
- Up to 24 additional hours of consultant time will be required to review and coordinate with the project team regarding conditions of approval received from USACE, Ecology, and WDFW.

Deliverables

- Completion of draft JARPA for City review (one electronic copy)
- Completion of final JARPA based on City comments and submittal to USACE (four hard copies)
- Completion of draft Alternatives Analysis for City review (one electronic copy)
- Completion of final Alternatives Analysis based on City comments and submittal to USACE (one electronic and four hard copies)
- Submittal of final JARPA to Ecology for Section 401 water quality certification
- Submittal of final JARPA to WDFW for HPA review
- Consultant review and team coordination of final USACE, Ecology, and WDFW conditions of approval
- Up to four individual permit coordination meetings with agency staff

Subtask 12.2 No Effect Letter

The scope of work described in Task 9.3 assumes that the project will result in no effects to ESA-listed species, and that the ECS form completed under Task 9.9 will be sufficient documentation for the federal action agency. However, if the federal action agency or the City determines that the ECS form is not sufficient documentation, and a formal no-effect letter is required, this task can be authorized to address this need.

The data collection and analysis methodologies will be the same as those described in Task 9.3. This task includes only the time necessary to coordinate with WSDOT regarding the No-Effect Letter approach, to compile the ESA information into a No-Effect (NE) Letter format, and to coordinate the necessary Client and WSDOT reviews.

Under this task, the Consultant will prepare a No-Effect (NE) Letter, consistent with the WSDOT Local Agency Guidelines (LAG) Manual. Potential indirect effects studied with the project will be determined and examined in accordance with the guidance in WSDOT's BA preparation training manual (2013 version). The Consultant will assemble this material into a draft NE Letter for City review, finalize this NE Letter based on one round of City review, and then submit four copies of the final draft NE Letter to WSDOT for review. The Consultant will finalize the NE Letter based on one round of WSDOT review.

It is expected that the Consultant will meet up to two times with WSDOT agency staff for this task. The first meeting will be to address and reach an agreement on the NE Letter approach, and the second meeting will be to review and discuss mitigation/minimization measures that would be incorporated into the project design.

Assumptions

- Effects to listed species and critical habitat are assumed to result in a No Effect determination, and a No-Effect Letter will be prepared.
- Detailed analysis of stormwater pollutant loading/dilution using WSDOT's Hi-Run Model will not be required, as stormwater does not outfall to ESA-listed fish-bearing waterbodies.
- Formal species surveys are not necessary, and are not included in this scope of work.
- The NE Letter will be prepared consistent with WSDOT LAG Manual.
- Agency comments on the draft and final NE Letter are minor edits and will not require additional technical analysis.
- Meetings with agency staff will be held in Vancouver or Camas. No formal meeting minutes will be prepared from these meetings.

Deliverables

- Draft NE Letter for City review (one electronic copy)
- Final draft NE Letter (one electronic copy to City and four hard copies to WSDOT)
- Final NE Letter (one electronic copy to City and four hard copies to WSDOT)
- Up to two meetings with WSDOT staff to discuss the content of the NE Letter and to discuss proposed project mitigation/minimization.

Subtask 12.3 – Noise Analysis

The noise study shall be conducted to meet the requirements of the Federal Highway Administration (FHWA) and shall follow the WSDOT 2011 Traffic Noise Policy and Procedure Manual, revised July 2011.

A land use inventory shall be performed to identify the existing noise-sensitive land uses and to assist in selection of noise monitoring and modeling locations. Representative receiver locations shall be selected for prediction of noise levels and determination of noise impacts.

Reference noise measurement, traffic counts and speed measurements will be performed and used to validate the FHWA Traffic Noise Model (TNM version 2.5 or newer). Sites shall be monitored during periods of free flowing traffic. Monitoring will be performed at up to 6 sites in the study area, including sites that have planned and permitted developments not yet constructed. Photographs will be taken at all monitoring sites and detailed site maps will be prepared to allow for repeat measurements if needed.

Using the validated noise model, traffic noise levels will be projected for the existing conditions, Future No-Build conditions and one Build Alternative. The modeling will use existing and future traffic volumes, speeds and vehicle mixtures from the project traffic engineers. Traffic noise modeling shall include the noise-reducing effects of area topography, including existing structures and earth berms. Summaries of all data will be prepared and compared. Future Build noise levels shall be compared to the WSDOT Traffic Noise Abatement Criteria (NAC) described below.

The traffic noise impact criteria against which the Project traffic noise levels are evaluated are taken from Title 23 of the Code of Federal Regulations (CFR) Part 772, "Procedures for Abatement of Highway Traffic Noise and Construction Noise." Locations predicted to meet, or exceed the NAC under the Build Alternative will be identified on project maps and tables. All sites identified with noise levels above the NAC under the Build Alternative shall be considered for noise abatement. Where noise abatement is considered, a cost effectiveness analysis shall be performed as required by WSDOT. Any noise abatement found to meet the WSDOT criteria for reasonable and feasible noise abatement shall be considered for inclusion with the project based on the desire of the affected residence's to accept the abatement measures.

The Consultant shall compile a technical report summarizing the findings of the noise study. The contents shall include land use in the area, existing noise conditions, methods of analysis, impacts and all evaluated noise abatement measures. Noise abatement cost estimates shall be included, and shall be based upon recent construction costs in Washington State, as provided in the WSDOT 2011 Traffic Noise Policy and Procedure Manual. Construction noise impacts and noise mitigation measures shall be discussed. The report shall include maps of the existing and proposed alignments and existing and future land uses on a scale vicinity map. Comparative tables shall be prepared to aid in understanding Project impacts and traffic noise abatement measures. The report shall be submitted electronically to the project team and the City for review. Based upon the comments, the Consultant shall revise the report and submit final copies.

Subtask 12.4 – Air Quality Analysis

The Air Quality Technical Report will describe the existing air quality in the vicinity of the project area using existing sources of information such as Washington Department of Ecology (Ecology) Annual Air Quality Reports, and available data from Ecology monitoring stations. The air technical memorandum will discuss Green House Gases and Mobile Source Air Toxics. The study will also evaluate, qualitatively, the

air quality impacts from construction activities. Temporary air quality impacts during construction will be examined, and mitigation measures to control fugitive dust will be discussed.

Traffic data required to qualitatively assess the signalized intersection area will be provided by others. Data required will include a summary of LOS, delay, V/C and total entering volumes for the project. If the LOS is C or better at project related intersections, no air quality modeling is normally required. If project related intersections are at LOS D or worse, than up to one signalized intersection will be modeled for CO concentrations. The current budget assumes that the new EPA Moves Model will be used for this analysis if modeling is required. If a screening model is available from WSDOT, and can be used at a lower cost, that method will be used and the cost savings passed on to the project.

CITY DELIVERABLES TO THE CONSULTANT

Sample Projects

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

Project Coordination

The City will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet and discuss the project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

Right of Entry Permits

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

Pavement Design

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

Utility List

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

Street Light and Traffic Signal Requirements

The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the project design. The City will also provide traffic signal design concepts, standards and policies, including traffic interconnect schemes as needed.

Deliverables

- Sample projects

- Project coordination
- Right of Entry permits
- Pavement type & structural sections selection
- Utility list
- Street light and traffic signal requirements

Appendix A

Exhibit B
DBE Participation

None

Agreement Number: S-587

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

AutoCadd Uploadable File (.auf)
Digital Terrain Model (DTM) LandXML

B. Roadway Design Files

Civil3D

C. Computer Aided Drafting Files

AutoCadd

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

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-587

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Agreement Number: S-587

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Agreement Number: S-587

EXHIBIT D

NW Brady Road Improvements

Task and Description	HDI Design Group PLLC (Engineering/Management)															SURCONSULTANTS (NTE)					SUB TOTAL	BUDGET AMOUNT		
	Eng-Frspl	Eng Mngt W	Eng-III (PS)	Eng-III (STH)	Traffic Mgr	IT Tech II	LA Mngt	LA II	Des Tech IV	Survey Prin	Survey Crew 2 person	Survey LSIT	GDD-5	Admin	Asst/Asst	TOTAL	Technical	Law	Env/PSD	Archaeological			Other	
																	Start Dates	UPS	BergerABAM	ARW			Michael Mineo	
TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION																\$24,192.00						\$24,192.00	\$60,311.00	
Subtask 1.1 Contract Administration, Invoicing, and Progress Reports	8.00	32.00													4.00	6,648.00							0.00	\$6,648.00
Subtask 1.2 Meetings	16.00	48.00	32.00		8.00		8.00		32.00							20,336.00							0.00	\$20,336.00
Subtask 1.3 Management, Coordination and Direction	24.00	80.00														16,800.00			5,119.00			6,119.00	0.00	\$22,919.00
Subtask 1.4: Julia Street Coordination	8.00	12.00	16.00													5,320.00							0.00	\$5,320.00
Subtask 1.5: Private Development Coordination	4.00	8.00	4.00						16.00							5,088.00							0.00	\$5,088.00
TASK 2: DATA COLLECTION																\$54,288.00						\$0.00	0.00	\$54,288.00
Subtask 2.1 Surveying																55,680.00							0.00	\$55,680.00
Subtask 2.1.1: Control Network										4.00	30.00	12.00				6,360.00							0.00	\$6,360.00
Subtask 2.1.2: Conduct records research										8.00		90.00				4,200.00							0.00	\$4,200.00
Subtask 2.1.3: Preconstruction record of survey and resolution										10.00	30.00	50.00				14,100.00							0.00	\$14,100.00
Subtask 2.1.4: Topographic Survey			4.00							6.00	80.00	90.00				18,540.00							0.00	\$18,540.00
Subtask 2.1.5: Legal Descriptions				4.00								90.00				12,480.00							0.00	\$12,480.00
Other Data Collection																8,608.00							0.00	\$8,608.00
Subtask 2.2: Base Map		2.00	4.00						16.00					8.00		3,388.00							0.00	\$3,388.00
Subtask 2.3: Site Visits		2.00	4.00		2.00		2.00		4.00							1,832.00							0.00	\$1,832.00
Subtask 2.4: Project Photos		2.00	4.00						16.00					8.00		3,388.00							0.00	\$3,388.00
Task 3: Traffic Engineering																\$23,528.00						\$0.00	0.00	\$23,528.00
Subtask 3.1: Traffic Engineering Project Management		2.00	4.00		8.00									4.00		2,268.00							0.00	\$2,268.00
Subtask 3.2: Traffic Data Review and Collection		2.00	4.00		8.00									1,200.00		3,220.00							0.00	\$3,220.00
Subtask 3.3: Access Management Support		4.00	16.00		4.00											3,140.00							0.00	\$3,140.00
Subtask 3.4: Street Light Design		2.00	4.00		20.00	16.00			36.00							10,048.00							0.00	\$10,048.00
Subtask 3.5: Signing and Striping Design		2.00	4.00		8.00				24.00							4,852.00							0.00	\$4,852.00
TASK 4: DESIGN ENGINEERING																\$233,640.00						\$0.00	0.00	\$233,640.00
Subtask 4.1: 30 Percent Design (Preliminary)	24.00	40.00	80.00	100.00					160.00					100.00		60,280.00							0.00	\$60,280.00
Subtask 4.2: 60 Percent Design (PS&E)	16.00	24.00	60.00	80.00					150.00					80.00		44,500.00							0.00	\$44,500.00
Subtask 4.3: 90 Percent Design (PS&E)	16.00	24.00	60.00	80.00			24.00	40.00	150.00					80.00		53,260.00							0.00	\$53,260.00
Subtask 4.4: Final Design (PS&E)	24.00	32.00	96.00	80.00			24.00	40.00	240.00					100.00		75,200.00							0.00	\$75,200.00
Task 5: Utility Coordination																\$1,240.00							0.00	\$1,240.00
Subtask 5.1: Utility Meetings	8.00	40.00							20.00							8,360.00							0.00	\$8,360.00
Subtask 5.2: Conflict Identification	8.00	24.00							20.00							6,440.00							0.00	\$6,440.00
Subtask 5.3: Conflict Notification and Utility relocation	8.00	24.00							20.00							6,440.00							0.00	\$6,440.00
Task 6: Geotechnical Engineering																\$780.00						\$37,343.00	0.00	\$38,123.00
Subtask 6.1 Geotechnical Engineering	2.00	4.00							780.00							780.00	37,343.00						0.00	\$38,123.00
Task 7: Structural Engineering																\$8,664.00						\$30,034.00	0.00	\$38,698.00
Subtask 7.2: Gravity Retaining Walls	2.00	4.00							24.00					8.00		4,332.00				15,017.00		15,017.00	0.00	\$19,349.00
Subtask 7.1: Wetland Retaining Walls	2.00	4.00							24.00					8.00		4,332.00				15,017.00		15,017.00	0.00	\$19,349.00
Task 8: Right of Way																\$10,000.00						\$80,070.00	0.00	\$90,070.00
Subtask 8.1: Title Reports/PFF		4.00	8.00						40.00					8.00		7,000.00			12,550.00			12,550.00	0.00	\$19,550.00
Subtask 8.2: Appraisal and Appraisal Review		4.00														600.00			29,219.00			29,219.00	0.00	\$29,719.00
Subtask 8.4: Acquisition/Certification		16.00														2,400.00			38,351.00			38,351.00	0.00	\$40,751.00
Task 9: Environmental Review and Documentation																\$22,194.00						\$130,565.00	0.00	\$152,669.00
Subtask 9.1 - Wetland Delineation		8.00														3,200.00			13,546.00			13,546.00	0.00	\$14,746.00
Subtask 9.2 - Wetland Mitigation Plan		4.00	4.00				8.00	16.00	16.00				4.00			5,976.00			10,422.00			10,422.00	0.00	\$16,398.00
Subtask 9.3 - Endangered Species Act Compliance (No-effect Letter)		2.00														300.00			4,585.00			4,585.00	0.00	\$4,885.00
Subtask 9.4 - Joint Aquatic Resource Permit Application		4.00														600.00			11,606.00			11,606.00	0.00	\$12,206.00
Subtask 9.5 - Wetland and Critical Areas Technical Memorandum		8.00														1,200.00			3,055.00			3,055.00	0.00	\$4,255.00
Subtask 9.6 - NEPA Environmental Methods and Assumptions Memo		12.00														1,800.00			5,548.00			5,548.00	0.00	\$7,348.00
Subtask 9.7 - Social and Land Use Impacts (ICS Form)		0.00														0.00			0.00			0.00	0.00	\$0.00
Subtask 9.8 - Environmental Justice Technical Memorandum		10.00														1,500.00			4,012.00			4,012.00	0.00	\$5,512.00
Subtask 9.9 - NEPA Documentation and Approval		16.00														2,400.00			18,080.00			18,080.00	0.00	\$20,480.00
Subtask 9.10 - SEPA Documentation and Approval		8.00														1,200.00			6,240.00			6,240.00	0.00	\$7,440.00
Subtask 9.11 - City Type 2 Critical Areas Permit application		8.00														1,200.00			14,254.00			14,254.00	0.00	\$15,454.00
Subtask 9.12 - Level 1 Hazardous Materials Assessment		2.00														300.00			12,646.00			12,646.00	0.00	\$12,946.00
Subtask 9.13 - Noise Analysis		0.00														0.00			0.00			0.00	0.00	\$0.00
Subtask 9.14 - Air Quality Analysis		0.00														0.00			0.00			0.00	0.00	\$0.00
Subtask 9.15 - Cultural Resource Analysis		12.00														1,800.00			26,571.00			26,571.00	0.00	\$28,371.00
Subtask 9.16 - EPA Sole Source Aquifer Checklist		4.00	8.00						8.00					2.00		2,628.00							0.00	\$2,628.00
TASK 10: PUBLIC INVOLVEMENT																\$19,064.00						\$0.00	0.00	\$19,064.00
Subtask 10.1 - Stakeholder Interviews		4.00	24.00						4,400.00							4,400.00							0.00	\$4,400.00
Subtask 10.2 - Communications		1.00	8.00	8.00										8.00		2,856.00							0.00	\$2,856.00
Subtask 10.3 - Open House		2.00	8.00	8.00					16.00					4.00		4,808.00							0.00	\$4,808.00
TASK 11: PROJECT MANAGEMENT AND DESIGN ENGINEERING																\$4,488.00						\$0.00	0.00	\$4,488.00

Subtask 11.1 Pre-Bid Opening	4.00	12.00								16.00												4,488.00											0.00	\$4,488.00		
TASK 12: ENVIRONMENTAL CONTINGENCY TASKS *																						20,159.91											51,995.00	72,154.91		
Subtask 12.1: JARPA and USACE 404 Individual Permit	4.00	16.00	40.00							40.00												14,160.00										21,367.00	\$35,527.00			
Subtask 12.2: No Effect Letter	2.00	8.00	16.00							8.00												4,464.00									7,925.00	\$12,389.00				
Subtask 12.3: Noise Analysis		2.00																				300.00									16,443.00	16,443.00	\$16,743.00			
Subtask 12.4: Air Quality Analysis		2.00																				300.00									6,760.00	6,260.00	\$6,560.00			
<i>B&O Tax 1.8% on Subcontractor amounts</i>																						935.91	935.91											\$935.91		
<i>Reimbursable Expenses</i>																							57,549.37											\$0.00	\$7,549.37	
<i>Copies</i>																						500.00	500.00											0.00	\$500.00	
<i>Expenses</i>																						500.00	500.00											0.00	\$500.00	
<i>Travel</i>																						500.00	500.00											0.00	\$500.00	
<i>B&O Tax 1.8% on Subcontractor amounts</i>																						6,049.37	6,049.37												\$6,049.37	
TOTAL HOURS	157.00	550.00	592.00	790.00	58.00	16.00	66.00	96.00	1,096.00	48.00	180.00	232.00	432.00	18.00																						
HOURLY RATES	200.00	150.00	120.00	120.00	155.00	120.00	135.00	98.00	118.00	150.00	152.00	100.00	90.00	62.00																						
TOTAL DOLLARS	\$ 31,400.00	\$ 82,500.00	\$ 71,040.00	\$ 34,800.00	\$ 8,990.00	\$ 1,920.00	\$ 8,910.00	\$ 9,408.00	\$ 129,328.00	\$ 7,200.00	\$ 24,320.00	\$ 23,200.00	\$ 38,880.00	\$ 1,116.00	\$ 9,685.28	\$462,697.28	\$ 48,989.00	\$ 80,020.00	\$ 156,793.00	\$ 26,571.00	\$ 22,703.00												\$336,076.00	\$816,773.28		

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	Inspectors	Profit	All Inclusive	Calculated
	Rate	Overhead (198%)	30%	Hrly Billing Rate	2015
	Max	Max	Max	Max	Billing Rate
Engineer - Principal	\$ 85.00	\$ 169.04	\$ 25.50	\$ 278.54	\$ 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	\$ 125.84	\$ 109.00
Construction - Inspector II	\$ 35.00	\$ 54.60	\$ 10.50	\$ 100.10	\$ 90.00
Construction - Inspector I	\$ 29.00	\$ 45.24	\$ 8.70	\$ 82.94	\$ 78.00
OT Construction - Inspector III	\$ 66.00	\$ 102.96	\$ 19.80	\$ 188.76	\$ 150.00
OT Construction - Inspector II	\$ 52.50	\$ 81.90	\$ 15.75	\$ 150.15	\$ 125.00
OT Construction - Inspector I	\$ 43.50	\$ 67.86	\$ 13.05	\$ 124.41	\$ 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

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

PROJECT: City of Camas--NW Brady Road Street Improvements
Subconsultant: Archaeological Investigations Northwest, Inc. (AINW)

Nov. 5, 2014

Discipline or Job Title	Maximum Hourly Rate	Overhead @ %	Labor + Overhead	Profit @ %	Maximum Billing Rate Per Hour
PI/PM Senior Archaeologist	\$57.50	163.39%	\$151.45	10.00%	\$166.59
Senior Historian/Senior Architectural Hist.	\$43.13	163.39%	\$113.60	10.00%	\$124.96
Senior Archaeologist	\$41.93	163.39%	\$110.44	10.00%	\$121.48
Supervising Archaeologist	\$32.76	163.39%	\$86.29	10.00%	\$94.92
Graphics/GIS	\$33.31	163.39%	\$87.74	10.00%	\$96.51
Architectural Historian/Historian	\$31.01	163.39%	\$81.68	10.00%	\$89.84
Staff Archaeologist	\$24.79	163.39%	\$65.29	10.00%	\$71.82
Archaeological Assistant	\$18.56	163.39%	\$48.89	10.00%	\$53.77
Research/Project Assist-Admin.	\$31.40	163.39%	\$82.70	10.00%	\$90.97

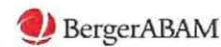
Title: Brady Road Project

Date: 10/30/2014

TASK	TASK DESCRIPTION	Staff Designation														
		Senior Scientist	Environmental Scientist	Senior Project Manager	Senior Planner	Planner	Landscape Architect	Senior Public Involvement Project Manager	Public Involvement Specialist	Senior Graphic Designer	Senior Project Manager	Senior Engineer V	Designer III	Tech Editor	Admin	Project Assistant
		\$121.14	\$108.18	\$168.75	\$126.98	\$77.88	\$111.78	\$115.38	\$90.87	\$106.38	\$192.58	\$109.62	\$85.11	\$101.00	\$72.12	\$56.97
1.2	Environmental, Engineering and Public Involvement Coordination	18		18				4				4				
	Project Coordination and Meetings	18		18				4				4				
7	Structural Engineering										24	120	144			
	Wetland Retaining Walls										12	60	72			
	Driveway Retaining Walls										12	60	72			
9	Environmental Review and Documentation	184	185	106	36	134	76		6		4			36	28	10
	Wetland Delineation	24	60	8			16							6	4	2
	Wetland Mitigation Plan	12	54	4			16							4	2	2
	Endangered Species Act Compliance (ECS Form)	24	4	2			4							2	2	2
	Joint Aquatic Resource Permit Application	60	8	4			16							6	4	2
	Wetland and Critical Areas Technical Memorandum	16	4	2										2	2	
	NEPA Environmental Methods and Assumptions Memorandum			18	6	18								2	2	
	Social and Land Use Impacts (ECS Form)													2	2	
	Environmental Justice Technical Memorandum			4	6	20	6							2	2	
	NEPA Documentation and Approval (KO Meeting, Eav Meeting)	16		38	24	60			6		4			4	4	
	SEPA Documentation and Approval	6		14		36								2	2	
	City Type 2 Critical Area Permit Application	26	56	12			18							6	4	2
12.1	Corps 404 Individual Permit (Contingency Task)	100	16	28			16							6	4	2
	Corps 404 Individual Permit	100	16	28			16							6	4	2
12.2	No Effect Letter (Contingency Task)	48	8	2			4							2	2	2
	No Effect Letter	48	8	2			4							2	2	2
12.3	Biological Assessment (Contingency Task)															
	Biological Assessment															
	Total Hours	1378	350	210	154	36	134	96	4	6	28	124	144	64	34	14
	Total Expenses															
	TOTAL FEE	\$42,399	\$22,718	\$25,988	\$4,571	\$10,436	\$10,731	\$462	\$545	\$5,392	\$13,593	\$12,256	\$4,444	\$2,452	\$798	

Exhibit G-2

**Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule**



Classification	Direct	179.33%	30%	All Inclusive
	Labor Rates			Hourly
	NTE	NTE	NTE	NTE
CAD Manager	\$ 41.92	\$ 75.18	\$ 12.58	\$ 129.68
CAD Operator III	\$ 33.79	\$ 60.60	\$ 10.14	\$ 104.52
CAD Operator V	\$ 39.96	\$ 71.66	\$ 11.99	\$ 123.61
CAD Operator IV	\$ 33.28	\$ 59.68	\$ 9.98	\$ 102.94
Civil Engineer/Dredging Specialist	\$ 81.75	\$ 146.60	\$ 24.53	\$ 252.88
Communications Specialist III	\$ 33.46	\$ 60.01	\$ 10.04	\$ 103.51
Communications Manager	\$ 42.87	\$ 76.88	\$ 12.86	\$ 132.61
Communications Specialist II	\$ 28.82	\$ 51.68	\$ 8.65	\$ 89.15
Communications Specialist IV	\$ 31.45	\$ 56.39	\$ 9.43	\$ 97.27
Designer II	\$ 27.77	\$ 49.81	\$ 8.33	\$ 85.91
Designer III	\$ 35.00	\$ 62.77	\$ 10.50	\$ 108.27
Designer IV	\$ 43.10	\$ 77.29	\$ 12.93	\$ 133.32
Document Production Spec	\$ 24.94	\$ 44.72	\$ 7.48	\$ 77.14
Engineer III	\$ 38.00	\$ 68.14	\$ 11.40	\$ 117.54
Engineer in Training I	\$ 28.82	\$ 51.68	\$ 8.65	\$ 89.15
Engineer Intern	\$ 19.62	\$ 35.18	\$ 5.89	\$ 60.69
Engineer VI	\$ 47.72	\$ 85.58	\$ 14.32	\$ 147.61
Engineer VII	\$ 52.93	\$ 94.92	\$ 15.88	\$ 163.73
Engineer VIII	\$ 64.19	\$ 115.11	\$ 19.26	\$ 198.56
Environmental Planner/Scientist	\$ 42.84	\$ 76.82	\$ 12.85	\$ 132.51
Environmental Planning Manager VII	\$ 58.65	\$ 105.18	\$ 17.60	\$ 181.42
Environmental Scientist IV	\$ 31.45	\$ 56.39	\$ 9.43	\$ 97.27
Environmental Scientist V	\$ 36.16	\$ 64.84	\$ 10.85	\$ 111.84
Environmental Scientist III	\$ 28.82	\$ 51.68	\$ 8.65	\$ 89.15
Environmental Scientist VI	\$ 39.31	\$ 70.49	\$ 11.79	\$ 121.58
Graphics Manager	\$ 38.84	\$ 69.65	\$ 11.65	\$ 120.13
Help Desk Technician	\$ 25.96	\$ 46.55	\$ 7.79	\$ 80.30
Landscape Architect Grade IV	\$ 33.80	\$ 60.62	\$ 10.14	\$ 104.56
Landscape Designer III	\$ 27.77	\$ 49.81	\$ 8.33	\$ 85.91
Landscape Architect V	\$ 38.78	\$ 69.55	\$ 11.63	\$ 119.96
Planner I	\$ 28.30	\$ 50.74	\$ 8.49	\$ 87.53
Planner III	\$ 28.30	\$ 50.74	\$ 8.49	\$ 87.53
Planner IV	\$ 33.02	\$ 59.21	\$ 9.90	\$ 102.13
Planning Project Manager	\$ 51.50	\$ 92.36	\$ 15.45	\$ 159.31
Project Architect Grade VI	\$ 33.54	\$ 60.15	\$ 10.06	\$ 103.75
Project Coordinator/Assistant	\$ 22.02	\$ 39.48	\$ 6.61	\$ 68.11
Project Engineer Grade IV	\$ 37.07	\$ 66.48	\$ 11.12	\$ 114.67
Project Engineer Grade V	\$ 43.91	\$ 78.74	\$ 13.17	\$ 135.83
Project Engineer VI	\$ 58.17	\$ 104.32	\$ 17.45	\$ 179.95
Project Engineer VII	\$ 56.59	\$ 101.49	\$ 16.98	\$ 175.06
Project Manager VII	\$ 71.26	\$ 127.80	\$ 21.38	\$ 220.44
Project Manager VIII	\$ 79.66	\$ 142.85	\$ 23.90	\$ 246.40
Public Involvement Specialist	\$ 34.32	\$ 61.55	\$ 10.30	\$ 106.17
Senior Engineer IV	\$ 42.71	\$ 76.59	\$ 12.81	\$ 132.10
Senior Graphic Designer	\$ 36.42	\$ 65.31	\$ 10.93	\$ 112.65
Senior Landscape Architect Grade VI	\$ 40.88	\$ 73.30	\$ 12.26	\$ 126.44
Senior Landscape Architect Grade	\$ 46.90	\$ 84.11	\$ 14.07	\$ 145.08
Senior Planner VI	\$ 53.98	\$ 96.80	\$ 16.19	\$ 166.97
Senior Project Engineer VI	\$ 58.43	\$ 104.79	\$ 17.53	\$ 180.76
Senior Project Manager VIII	\$ 88.30	\$ 158.35	\$ 26.49	\$ 273.14
Senior Project Manager/Landscape Architect Grade VIII	\$ 58.50	\$ 104.91	\$ 17.55	\$ 180.96
Senior Project Manager/Environmental Scientist Grade VIII	\$ 69.43	\$ 124.51	\$ 20.83	\$ 214.78
Senior Project Manager/Natural Resource Lead Grade VIII	\$ 62.88	\$ 112.77	\$ 18.86	\$ 194.51
Senior Public Involvement Project Manager	\$ 42.97	\$ 77.05	\$ 12.89	\$ 132.91
Senior Scientist Grade VI	\$ 40.83	\$ 73.22	\$ 12.25	\$ 126.30
Senior Scientist Grade VII	\$ 44.01	\$ 78.93	\$ 13.20	\$ 136.15
Senior Technical Editor	\$ 45.00	\$ 80.70	\$ 13.50	\$ 139.20
Strategic Communications Project Manager	\$ 36.88	\$ 66.13	\$ 11.06	\$ 114.08
Structural Engineer Grade VIII	\$ 66.75	\$ 119.70	\$ 20.02	\$ 206.47
Structural Engineer Grade VI	\$ 51.00	\$ 91.46	\$ 15.30	\$ 157.76
Survey Chief of Parties	\$ 37.74	\$ 67.67	\$ 11.32	\$ 116.73
Survey Technician	\$ 25.16	\$ 45.11	\$ 7.55	\$ 77.82
Survey Technician III	\$ 38.15	\$ 68.41	\$ 11.45	\$ 118.01
Surveyor	\$ 27.25	\$ 48.87	\$ 8.18	\$ 84.29
Transportation Project Manager VII	\$ 62.23	\$ 111.59	\$ 18.67	\$ 192.49
Vice-President	\$ 104.80	\$ 187.94	\$ 31.44	\$ 324.19



NW Brady Road Improvement Project - Geotechnical Investigation														
Summary of Hours and Expenses														
Description	Sr. Principal	Principal	Sr. Associate	Associate	Sr. Project	Project	Sr. Staff	Staff	Drafter	Project Assistant		Professional Staff Fees Subtotal	Reimbursables / Expenses	Total
Billing Rates	\$266.75	\$241.73	\$191.42	\$169.89	\$139.37	\$111.85	\$98.59	\$86.20	\$83.30	\$81.56	\$74.13			
Field Explorations, Coordination, and Locates			4		4		56			2		\$7,007	\$16,800	\$23,807
Laboratory Testing					2							\$279	\$2,800	\$3,079
Engineering Analysis and Report Preparation		3	6		26		8		6	4		\$7,112		\$7,112
Project Management, Support, and Meetings			8		2					2		\$1,973	\$30	\$2,003
Groundwater Monitoring			2				8					\$1,172	\$170	\$1,342
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
TOTAL	0	3	20	0	34	0	72	0	6	8	0	\$17,543	\$19,800	\$37,343



NW Brady Road Improvement Project - Level I Hazardous Materials Assessment (HMA)

Summary of Hours and Expenses

Description	Sr. Principal	Principal	Sr. Associate	Associate	Sr. Project	Project	Sr. Staff	Staff	Drafter	Project Assistant	Technician	Professional Staff Fees Subtotal	Reimbursables / Expenses	Total
<i>Billing Rates</i>	\$266.75	\$241.73	\$191.42	\$169.89	\$139.37	\$111.85	\$98.59	\$86.20	\$83.30	\$81.56	\$74.13			
Site Reconnaissance and Limited Interviews		1				10						\$1,360	\$125	\$1,485
File and Data Review		1				10						\$1,360	\$1,500	\$2,860
Historical Characterization		1				10						\$1,360		\$1,360
Report and ECS Form Preparation (Draft and Final)		6	2			24			6	4		\$5,344	\$120	\$5,464
Project Management and Support		2	2			4				2		\$1,477		\$1,477
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
												\$0		\$0
TOTAL	0	11	4	0	0	58	0	0	6	6	0	\$10,901	\$1,745	\$12,646

EXHIBIT G-2
SUBCONSULTANT FEE DETERMINATION - SUMMARY SHEET
(Specific Rates of Pay)
Fee Schedule

Project: Brady Road Improvement Project
Subconsultant: Hart Crowser
Task: Geotechnical Investigation

Job Title	Hourly Rate	Overhead @ 203.19%	Profit @ 30.00%	Rate per Hour
Senior Principal	\$80.06	\$162.67	\$24.02	\$ 266.75
Principal	\$72.55	\$147.41	\$21.77	\$ 241.73
Senior Associate	\$57.45	\$116.73	\$17.24	\$ 191.42
Associate	\$50.99	\$103.61	\$15.30	\$ 169.89
Senior Project	\$41.83	\$84.99	\$12.55	\$ 139.37
Project	\$33.57	\$68.21	\$10.07	\$ 111.85
Senior Staff	\$29.59	\$60.12	\$8.88	\$ 98.59
Staff	\$25.87	\$52.57	\$7.76	\$ 86.20
Drafter	\$25.00	\$50.80	\$7.50	\$ 83.30
Technician	\$22.25	\$45.21	\$6.68	\$ 74.13
Project Assistant	\$24.48	\$49.74	\$7.34	\$ 81.56

Brady Road Noise and Air Analysis

Noise Analysis and Abatement

Task #	Description	M. Minor President \$140.00	M. Kallas Traffic Noise \$120.00	R. Roy Field Tech \$75.00	J O'Toole Editing/Gphs \$75.00	Cost by Task
1	Project Introduction/Preparation	2	2			\$520.00
2	Noise Monitoring	4	8	8		\$2,120.00
3	Noise Impact Analysis	12	40			\$6,480.00
4	Noise Abatement Analysis	8	24		4	\$4,300.00
5	Draft Technical Report	4	12		2	\$2,150.00
6	Final Technical Report	2	2		1	\$595.00
7	Meetings and Support					\$0.00
Total Hours		32	88	8	7	\$16,165.00

Direct Expense

Noise Monitoring Systems	\$250.00
Travel	\$27.50

Task 1 Totals

All sub tasks	\$16,442.50
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Air Quality Analysis

Task #	Description	M. Minor President \$140.00	C. Bloom Air Analyst \$110.00	J O'Toole Editing/Gphs \$75.00	Cost by Task	
1	Project Introduction/Preparation		2		\$240.00	
2	Air Quality General Analysis	2	4		\$760.00	
3	Air Quality Modeling	2	16		\$2,200.00	
4	Draft Technical Report	4	12	2	\$2,150.00	
5	Final Technical Report	2	4	2	\$910.00	
Total Hours		10	38	0	4	\$6,260.00

Direct Expense

Task 2 Totals

All sub tasks	\$6,260.00
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Project Totals

All Tasks	\$22,702.50
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Date 6/3/14

Company Name:	Michael Minor & Associates, Inc.
Address:	4923 SE 36th Avenue
City/ State/ Zip	Portland, OR 97202

Proposed ICR	Proposed Fixed Fee
1	0.25

Subject: Proposed Contracting Officers Negotiated Rate

Attention: Manager, Consultant Services Office (Contracting Officer)

Below are the highest anticipated hourly billing rates for the identified labor classifications.

Michael Minor & Associates, Inc. certifies they have an accounting system that contains separate accounts or sub-accounts for unallowable costs in accordance with FAR (48 CFR Part 31), and the capacity to track direct costs that are allocable directly to projects.

Michael Minor & Associates, Inc. also certifies they have a labor- charging/ time keeping system that is complete and sufficiently detailed to allow for a proper determination of direct and indirect labor costs.

By my signature below, Michael Minor & Associates, Inc. acknowledges that our labor rate and time-keeping system are subject to a compliance review to be conducted by WSDOT within 60 days of approval of this rate.

Labor Classification	Labor Rate	Indirect Cost Rate	Fixed Fee	NTE Rate	
Principal	\$62.22	\$62.22	\$15.56	\$140.00	Add Row
Senior Engineer/Analyst	\$53.33	\$53.33	\$13.33	\$120.00	Delete Row
Field Technician	\$33.33	\$33.33	\$8.33	\$75.00	
Editing and Graphics	\$33.33	\$33.33	\$8.33	\$75.00	

Approved by:



Respectfully,

Signature

Michael Minor

Digitally signed by Michael Minor
DN: cn=Michael Minor, o=Michael Minor & Assoc. Inc. Inc.,
email=mminor@daraja.com, c=US
Date: 2014.06.02 14:27:56 -07:00

Title

President

Universal Field Services, Inc.
 PO Box 2354
 (503) 399-8002

City of Camas - Brady Road
 HDJ Design Group



Project Initiation - Tasks 1 and 2

			Rate		
Regional Manager	4	Hours	\$97.36		389.44
Project Manager	24	Hours	\$72.58		1,741.92
Project Funding Estimate	1	Each	\$4,000.00		4,000.00
Sr. Title Specialist	16	Hours	\$48.68		778.88
Mileage	1,500	Miles	\$0.560		840.00
Preliminary Title Reports	16	each	\$300.00		4,800.00
Total Fee for Tasks 1, and 2					<u>\$12,550.24</u>

Appraisal Estimate - Task 3

			Rate	# of Parcels		
Appraisal Waivers	6	Hours	\$72.58	\$435.48	9	\$3,919.32
Taking and Damage Appraisals	7	Each	\$3,000.00		7	\$21,000.00
Appraisal Reviews	7	Each	\$600.00		7	\$4,200.00
Total for Task 3						<u>\$29,119.32</u>

Acquisition Estimate - Task 4 and 5

			Rate	# of Parcels		
Regional Manager	6	Hours	\$97.36		\$584	
Project Manager	10	Hours	\$72.58	\$725.80	16	\$11,613
Sr. Right of Way Agent	23	Hours	\$60.00	\$1,380.00	16	\$22,080.00
Sr. Title Specialist	2	Hours	\$48.68	\$97.36	16	\$1,557.76
Mileage	3,600	Miles	\$0.560			\$2,016.00
Miscellaneous Expenses						\$500.00
Total Fee for Tasks 4 and 5						<u>\$38,350.72</u>

Total Acquisition Consultant Estimate \$80,020.28

(2) Mileage to be reimbursed at current IRS rate at time mileage is incurred.

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-587

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

Agreement Number: S-587

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
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-587

Exhibit G-1(b) Certification of Agency

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
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-587

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

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

HDJ Design Group, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: S-587

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, a officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

HDJ Design Group, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: S-587

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 NW Brady Road Improvements, S-587 * are accurate, complete, and current as of November 1, 2014 **.

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

_____	Member / Principal
Signature	Title

Date of Execution***:

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

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

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

Agreement Number: S-587

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.

Agreement Number: S-587

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.

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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.

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: S-587

8 December 2014

Sarah Fox, AICP
Senior Planner
City of Camas
616 NE 4th Avenue
Camas, Washington 98607

Subject: Proposal to Provide Consultant Services for 2016 Comprehensive Plan Update

Dear Ms. Fox:

We are pleased to have the opportunity to submit the following scope of work necessary to update the City of Camas Comprehensive Plan. Our scope of work reflects our prior conversations on the necessary comprehensive plan elements and the completion of the comprehensive plan update. The following understanding and scope of work provides detail about how we would work with you to prepare the comprehensive plan.

PROJECT UNDERSTANDING

According to state requirements, the City of Camas (City) must update its comprehensive plan (plan) by June 2016 and therefore has requested a scope of work from BergerABAM to complete the update. The Phase 1 work, (contracted separately by the City) to create a vision for the plan update, is nearing completion and will be finished by January 2015. BergerABAM will complete Phase 2 work which consists of updating elements of the plan, and will incorporate the Phase 1 visioning work into the update.

BergerABAM will work closely with City staff to update the Land Use, Housing, Environmental, and Economic elements of the plan. The City will complete updates to all of the other plan elements, and BergerABAM will compile all the element into one comprehensive plan document. BergerABAM will update the land use, zoning, and comprehensive plan maps and the critical area mapping, using City and Clark County mapping sources, and will complete GIS mapping of up to two corridors and two potential town centers. This work will be competed to assist in providing redevelopment opportunities, to make the entrance corridors more attractive and to provide a better mix of land uses.

The City anticipates that the draft comprehensive plan will be completed by December 31, 2015. The City may need additional comprehensive plan services in 2016 and would request a separate scope of services for this work that may include: additional comprehensive plan document and mapping preparation.

BergerABAM will also manage the City's project website during the plan update and hold two open houses and four focus group sessions to solicit public comments and develop the draft comprehensive plan polices and maps identified in the scope of work.

The following is BergerABAM's proposed scope of work for your project:

SCOPE OF WORK

Task 1: Kickoff Meeting and Washington State Department of Ecology Checklist

Upon notice to proceed, BergerABAM will develop a project schedule that defines for you the anticipated dates for the delivery of products, open houses, focus groups, and Planning Commission and City Council hearings. To ensure that your project begins effectively, we will work with you to schedule a kickoff meeting. Following the meeting, the City will prepare the Washington State Department of Ecology (Ecology) checklist and provide it to BergerABAM to peer review and we will provide one set of comments in tracked changes to the City. The City will incorporate these comments and submit the checklist to Ecology.

Assumptions

- City to provide all existing comprehensive plan and supporting documentation and other City Council-adopted plans in MS Word format.
- City to prepare and submit the Ecology checklist and coordinate with Ecology.
- One round of City review of the project schedule.
- The kickoff meeting will be in Camas.

Deliverables

- Preparation for and attendance by three BergerABAM staff at one, 2-hour kickoff meeting
- Kickoff meeting summary notes
- Draft and final project schedule
- One review of Ecology checklist

Task 2: Public Outreach

BergerABAM will prepare a public outreach plan that outlines the public outreach effort for the comprehensive plan update process. The three primary public outreach components for your plan are the project website, open houses, and focus group sessions.

Website

Your existing project website for Camas 2035 for the Phase 1 process, will be updated from a "visioning" site to an "implementation" site. The site will continue to be a portal for information and will house project updates, meeting notes, open house announcements, open house materials, surveys, and survey results. One survey through SurveyMonkey will be completed for the project. The site will summarize the visioning process and inform the public on the next steps in the plan update process and how they can stay involved. The site also will provide an opportunity for the public to comment and ask questions. This will allow you and the project team to continue communications flawlessly from Phase 1 to Phase 2 of the plan update process.

BergerABAM will update the City Facebook page and prepare and upload website updates for the open house meetings and Planning Commission and City Council work sessions and hearings. The website and Facebook work will include a book of hours to complete updates and upon BergerABAM

reaching the maximum scoped hours, the City will take responsibility for the website and Facebook pages and maintain them.

The City will grant BergerABAM administrative authority for the existing project website and Facebook account to allow communications with the citizens who have been involved in the visioning process.

Open Houses

BergerABAM will work with the City to arrange two open houses where residents can learn from City and BergerABAM staff members about the project. Open House 1 will occur early in the plan update process and will include a PowerPoint presentation to the audience that provides information about the background of the 2004 comprehensive plan and describes the recently completed visioning process. BergerABAM staff will assist City staff with developing this presentation.

Messaging for the open house presentation will include a Growth Management Act (GMA) 101 primer completed by BergerABAM and the City. BergerABAM will also prepare up to 3 display boards, including the project schedule, for the open house. Comment forms will be prepared and made available for attendees to complete at the event and/or to submit by e-mail. The open house will include time for a question and answer period.

Open house 2 will be later in the plan update process. The purpose of this open house is to “vet the findings” with the community, and participants will hear about the update process, what we’ve heard to date and how it has been incorporated into the plan update recommendations.

This open house format will include stations, arranged by topic area; such as land use and housing, corridor areas and town centers, economic development/employment lands, natural environment, transportation, and capital facilities. There will be a total of five display boards (including the two to three used at Open House 1) at this open house. Community members will be able to visit each station and discuss growth issues and give their input on draft policy issues to City and BergerABAM staff.

Open house comments will be recorded on flipcharts at each station and comment forms will be made available in an area where attendees can be seated to complete the forms. An email response option will also be provided on the comment forms.

Both open houses will be advertised on the project website, the project Facebook page, and via a digital postcard developed by BergerABAM and e-mailed by the City. At each open house, BergerABAM also will arrange for a children’s area with activities, so that parents can attend and participate.

In addition to comment forms, BergerABAM will also provide sign-in sheets and compile the comments into an open house summary which will be e-mailed to the City.

Focus Group Sessions

The City and BergerABAM will work together to develop a series of four focus group sessions, each devoted to key elements of the plan update. Key areas of these sessions are anticipated to include land use and housing, corridor areas and town centers, economic/employment lands, natural environment, transportation and capital facilities. The first two focus group sessions will be

scheduled between the open houses with agendas to determine “Vision to Implementation” at the first, and “Review of Draft Policy Changes” at the second. The third and fourth sessions will be held after the second open house. The third session agenda will focus on “Refinement of Recommendations” and the fourth session on the “Final Recommendations”.

The focus group sessions will include individuals identified by the City as having feedback and advice to offer that would be valuable to the plan update. BergerABAM will prepare a draft and final agenda for each session. With feedback from the City, BergerABAM will develop questions for the Focus group sessions and facilitate each session. Display boards used in other outreach efforts will be used in the sessions. BergerABAM will compile a summary report that captures all of the feedback provided at each session and provide it to the City.

Assumptions

- Up to four focus group sessions will be held with key project stakeholders. The City will lead the stakeholder recruitment for the focus groups and BergerABAM will assist.
- BergerABAM will prepare for and implement two open houses; up to three BergerABAM staff will attend each open house and a total of up to five display boards will be developed for the two open houses.
- BergerABAM will design a digital postcard to advertise each open house. The City will distribute the digital postcard.
- The City will reserve and pay for the venue(s) for the open houses and focus group sessions and provide refreshments.
- Up to 54 hours for BergerABAM to update website and Facebook materials. After this, the City will take responsibility for the website and Facebook pages.
- One round of City review of display boards, digital postcards, website page updates, public outreach summary report, and focus group summary report.

Deliverables

- Draft and final public outreach plan
- Initial website update and Facebook update
- Up to 54 hours of time for website and Facebook updates
- Draft and final focus group questions
- Design of up to two postcards advertising the project survey, website, and open houses
- Preparation for and attendance of three BergerABAM staff at up to two open houses
- Preparation of open house materials, including:
 - Five display boards
 - Sign in sheets
 - Comment forms
 - Name tags
 - Flip charts and markers for capturing ideas
 - Children’s area
- Preparation of two open house summaries and compilation of comment forms
- One open house PowerPoint presentation

- Preparation for and attendance of two BergerABAM staff at up to four focus group sessions
- Preparation of focus group materials, including:
 - Agenda (in conjunction with City staff)
 - Sign-in sheets
 - Name tags
 - Flip charts and markers for capturing ideas and discussion topics
 - Focus group questions (unique for each session)
- Preparation of summary report of focus group sessions
- BergerABAM will provide the City with a summary report of Phase 2 public outreach efforts to include in the update of the public involvement element

Task 3: Comprehensive Plan Update

Based on the existing comprehensive plan and supporting information that the City provides, BergerABAM will develop draft comprehensive plan elements for the City to comment on in one document in MS Word format in strikethrough and underline format. BergerABAM will revise the draft document and will prepare a final electronic version for presentation to the Planning Commission and City Council. BergerABAM and the City will coordinate on formatting and layout of the comprehensive plan and BergerABAM will update the plan a total of four times following staff, Planning Commission, and City Council reviews. The plan will be clearly identified with a version number for document tracking purposes. The City will prepare the Introduction, Background, and Public Involvement elements and provide current population projections to BergerABAM. BergerABAM will update the Land Use, Housing, Environmental, and Economic Development elements. The elements will be structured consistent with 2004 Comprehensive Plan and the Housing element will contain the same level of analysis as the 2004 Comprehensive Plan.

The City will incorporate the following elements into each draft: Introduction, Background, Public Involvement, Transportation, Parks, Recreation, Open Space, and Trail/Bikeway, Public Facilities, Utilities, and Services, and Capital Facilities. The City will also provide other appendices, map figures and tables not otherwise identified in this scope of work. It is anticipated that the City provided elements and supporting documents will be incorporated into the comprehensive plan document that BergerABAM will compile. City staff will prepare the staff reports for Planning Commission and City Council work sessions and hearings and facilitate them. BergerABAM will provide peer review of all staff reports, but will not be attending work sessions or hearings.

Comprehensive Plan Elements

BergerABAM will update the following elements of the comprehensive plan:

- Land Use element (using population data provided by the City). BergerABAM will work with the City to determine population and building intensities for the 20-year comprehensive plan horizon, including undeveloped and developed properties. BergerABAM staff will develop a comprehensive plan map consistent with the City population projection and allocation from Clark County. An urban growth boundary expansion is not anticipated.
- Housing element to include an evaluation of existing and projected housing needs and verification that forecasted housing needs can be met over the next 20 years.

- Environmental element to include updated wetlands mapping based on existing City and County data sources and delineations provided by the City from previously approved projects.
- Economic Development element to include goals, policies, and strategies.
- Town Center Rezone Areas - BergerABAM will work with the City to evaluate four areas for potential rezoning. The goal is to encourage town center-type development. These areas are anticipated to include two corridors within a mile of the downtown area, 6th Avenue on the west side of downtown, and 3rd Avenue on the east side of downtown, with other possible areas within a half-mile radius of Fisher Creek Drive and SE 20th Street, and the area between 43rd Avenue and 35th Avenue and NE Everett Street. We will work with the City to define the exact locations and prepare four GIS maps (2 corridor and 2 town center maps to document existing and proposed zoning). BergerABAM will inventory land use and zoning for the four rezone areas, identify desired zoning and development of these areas through focus group discussions. Then, we will develop draft policies and criteria for rezoning. The GIS maps will be displayed at the second open house.
- Critical Area Mapping- We will develop maps using City and County sources. The wetland mapping will use documentation provided by the City to map wetland center-points within a City parcel map. This graphic representation of the City's wetlands is to be used as a reference only; it will not provide survey-grade information, but will provide an index of the wetlands within city limits. The wetland index will catalogue information such as wetland class, date of disturbance, and reference numbers. We will incorporate this information into a table to be used as a City source document which guides inquirers to more detailed information for each wetland as shown on the GIS map.

Assumptions

- The comprehensive plan update will be based on the visioning completed during Phase 1.
- The City will provide a summary of anticipated population projections.
- Baseline population density and building intensity will be taken from the Clark County buildable lands model which the City will provide to BergerABAM.
- The housing need assessment will be consistent with the 2004 Comprehensive Plan.
- Critical area ordinance updates and updates addressing best available science are not included.
- An urban growth boundary expansion is not anticipated.
- BergerABAM will update the comprehensive plan (up to four times) in strikethrough and underline format to clearly identify changes and revisions.
- Up to four rounds of revisions to the comprehensive plan text
- Up to one round of revision for GIS Maps
- BergerABAM will prepare updates to the Land Use, Housing, Environmental, and Economic Development elements. The City will complete the Introduction, Background, Public Involvement, Transportation, Parks, Recreation, Open Space, and Trail/Bikeway, Public Facilities, Utilities, and Services, and Capital Facilities, and all other elements and supporting documents, appendices, map figures and tables. The City will coordinate all element updates and ensure consistency throughout the plan.
- The City will complete all development regulation updates and zoning text revisions.

- The City will provide all transportation, utility, and capital facility level of service information to BergerABAM for use in the Land Use, Housing, and Economic Development elements.
- The Economic Development element will provide goals and polices consistent with the 2004 comprehensive plan but will not include an economic forecast.
- The City will act as the SEPA lead agency, complete the required SEPA documentation, and issue the SEPA determination.
- Special studies for greenhouse gases or environmental health issues will not be required.
- Natural resource field studies will not be required and documentation of environmental conditions for the Environmental element will be based on existing County, state, and federal data sources.
- The City will work with BergerABAM in preparing the Shoreline Comprehensive Plan text.
- Wetland mapping will be a composite map based on City wetland maps and County GIS.
- The City will prepare staff reports and exhibits for the Planning Commission and City Council work sessions and hearings, and the City will lead the presentations. BergerABAM will peer-review staff reports and will not attend work sessions or hearings.
- City staff will provide BergerABAM with summaries of minutes from the Planning Commission and City Council work sessions and hearings.
- The City will distribute materials to the Planning Commission and City Council.
- The City will prepare the final adoption ordinances for the update process using deliverables from BergerABAM.
- BergerABAM will deliver one electronic copy and one hard copy of the draft and final comprehensive plan to the City.
- The City will be responsible for the reproduction of the comprehensive plan.

Deliverables

- Drafts of the Land Use, Housing, Environmental, and Economic Development elements.
- Comprehensive plan maps, including the comprehensive plan map, zoning map, and critical area maps (wetlands, habitat, floodplain, geologic hazards, and critical aquifer recharge areas).
- Up to four GIS maps (two corridor and two town centers) to support comprehensive plan policies and goals
- Final comprehensive plan revisions distributed to City
- Peer review of up to four staff reports prepared by City staff
- One electronic copy and one hard copy of draft and final comprehensive plan

Project Meetings

BergerABAM will attend four meetings with the City in Camas. Additionally, ongoing phone calls and e-mail communication will occur throughout your project. BergerABAM will prepare and distribute meeting summaries, consisting of a record of major topics discussed and action items from each meeting.

Assumptions

- Meetings will be located in Camas.

Deliverables

- Preparation for and attendance by two BergerABAM staff at four, 2-hour in-person meetings with City staff
- Preparation and distribution of meeting summaries to meeting attendees following each project meeting

FEE AND HOURS

The following professional fees, including expenses, will be billed as incurred and will not exceed \$79,980 without written authorization.

<u>Task</u>	<u>Cost Estimate</u>
Kickoff Meeting	\$3,987
Public Outreach	\$30,810
Comprehensive Plan Update	\$37,079
Project Meetings	\$7,676
Expenses	\$428
	<u>\$79,980</u>

CLOSING

If you agree with the above, please show your acceptance by signing in the space provided below. Please return a fully executed copy of the entire proposal to me by fax or PDF and retain the original for your files. We will consider the signed date as our notice to proceed. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal, and we look forward to working with you. If you have questions, please call me at 360/823-6100.

Sincerely,



Helen Devery
Vice President

HD:DCH:ilt

**ACCEPTED BY
CITY OF CAMAS**

Signature

(Printed)

Date

CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: FIVE PAY PERIOD: 11/1/2014/ Through 11/30/2014 ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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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: ROAD AND STORM											
A1	Roadway Surveying	LS	1.00	\$33,350.00	\$33,350.00	0.60	\$20,010.00	0.15	\$5,002.50	0.75	\$25,012.50
A2	SPCC Plan	LS	1.00	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00	1.00	\$300.00
A3	Mobilization	LS	1.00	\$190,000.00	\$190,000.00	1.00	\$190,000.00	0.00	\$0.00	1.00	\$190,000.00
A4	Traffic Control Supervisor	LS	1.00	\$10,500.00	\$10,500.00	0.60	\$6,300.00	0.15	\$1,575.00	0.75	\$7,875.00
A5	Flaggers and Spotters	HR	1,680.00	\$50.00	\$84,000.00	2,315.00	\$115,750.00	545.00	\$27,250.00	2860.00	\$143,000.00
A6	Other Traffic Control Labor	HR	80.00	\$50.00	\$4,000.00	192.00	\$9,600.00	72.00	\$3,600.00	264.00	\$13,200.00
A7	Other Temporary Traffic Control	LS	1.00	\$3,500.00	\$3,500.00	0.60	\$2,100.00	0.15	\$525.00	0.75	\$2,625.00
A8	Portable Changeable Message Sign	HR	9,400.00	\$3.00	\$28,200.00	6,000.00	\$18,000.00	1,440.00	\$4,320.00	7440.00	\$22,320.00
A9	Construction Sign Class A	SF	110.00	\$20.00	\$2,200.00	110.00	\$2,200.00	76.00	\$1,520.00	186.00	\$3,720.00
A10	Clearing and Grubbing	AC	7.00	\$7,500.00	\$52,500.00	6.60	\$49,500.00	0.40	\$3,000.00	7.00	\$52,500.00
A11	Removal of Structures and Obstructions	LS	1.00	\$7,500.00	\$7,500.00	0.95	\$7,125.00	0.05	\$375.00	1.00	\$7,500.00
A12	Sawcutting Asphalt Pavement	LF	4,225.00	\$1.00	\$4,225.00	4,145.00	\$4,145.00	80.00	\$80.00	4225.00	\$4,225.00
A13	Roadway Excavation, Incl. Haul	CY	8,600.00	\$14.35	\$123,410.00	6,302.00	\$90,433.70	1,201.00	\$17,234.35	7503.00	\$107,668.05
A14	Gravel Borrow, Incl. Haul	CY	2,550.00	\$22.32	\$56,916.00	1,631.00	\$36,403.92	489.00	\$10,914.48	2120.00	\$47,318.40
A15	Embankment Compaction	CY	7,150.00	\$6.50	\$46,475.00	7,051.00	\$45,831.50	1,275.00	\$8,287.50	8326.00	\$54,119.00
A16	Unsuitable Foundation Excavation, Incl. Haul	CY	100.00	\$20.00	\$2,000.00	1,258.00	\$25,160.00	29.00	\$580.00	1287.00	\$25,740.00
A17	Structure Excavation Class A, Incl. Haul	CY	75.00	\$27.00	\$2,025.00	0.00	\$0.00	75.00	\$2,025.00	75.00	\$2,025.00
A18	Gravel Backfill for Wall	CY	90.00	\$50.00	\$4,500.00	0.00	\$0.00	36.00	\$1,800.00	36.00	\$1,800.00
A19	Crushed Surfacing Base Course, 1 1/4" (-) C.S.B.C.	CY	6,065.00	\$36.00	\$218,340.00	4,969.00	\$178,884.00	519.00	\$18,684.00	5488.00	\$197,568.00
A20	Planing Bituminous Pavement	SY	3,460.00	\$3.00	\$10,380.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A21	HMA Cl. 1/2" PG 64-22	TN	5,500.00	\$70.00	\$385,000.00	837.49	\$58,624.30	943.49	\$66,044.30	1780.98	\$124,668.60
A22	HMA for Approach, Cl. 1/2" PG 64-22	TN	80.00	\$200.00	\$16,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A23	Structural Earth Wall	SF	1,450.00	\$20.00	\$29,000.00	0.00	\$0.00	135.00	\$2,700.00	135.00	\$2,700.00
A24	Testing Storm Sewer Pipe	LF	7,165.00	\$2.00	\$14,330.00	6,330.00	\$12,660.00	0.00	\$0.00	6330.00	\$12,660.00
A25	Corrugated Polyethylene Storm Sewer Pipe, 6" Dia.	LF	40.00	\$85.00	\$3,400.00	40.00	\$3,400.00	0.00	\$0.00	40.00	\$3,400.00
A26	Corrugated Polyethylene Storm Sewer Pipe, 10" Dia.	LF	228.00	\$58.00	\$13,224.00	228.00	\$13,224.00	0.00	\$0.00	228.00	\$13,224.00
A27	Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	1,693.00	\$50.00	\$84,650.00	1,336.00	\$66,800.00	357.00	\$17,850.00	1693.00	\$84,650.00
A28	Corrugated Polyethylene Storm Sewer Pipe, 15" Dia.	LF	991.00	\$42.00	\$41,622.00	991.00	\$41,622.00	0.00	\$0.00	991.00	\$41,622.00
A29	Corrugated Polyethylene Storm Sewer Pipe, 18" Dia.	LF	784.00	\$65.00	\$50,960.00	784.00	\$50,960.00	0.00	\$0.00	784.00	\$50,960.00
A30	Corrugated Polyethylene Storm Sewer Pipe, 21" Dia.	LF	191.00	\$70.00	\$13,370.00	191.00	\$13,370.00	0.00	\$0.00	191.00	\$13,370.00
A31	Corrugated Polyethylene Storm Sewer Pipe, 24" Dia.	LF	641.00	\$80.00	\$51,280.00	0.00	\$0.00	356.00	\$28,480.00	356.00	\$28,480.00
A32	Corrugated Polyethylene Storm Sewer Pipe, 60" Dia., Detention System	LF	2,400.00	\$310.00	\$744,000.00	2,400.00	\$744,000.00	0.00	\$0.00	2400.00	\$744,000.00
A33	Polyvinyl Chloride (PVC) C-905 Storm Sewer Pipe, 20" Dia.	LF	345.00	\$80.00	\$27,600.00	345.00	\$27,600.00	0.00	\$0.00	345.00	\$27,600.00
A34	Polyvinyl Chloride (PVC) C-905 Storm Sewer Pipe, 24" Dia.	LF	80.00	\$105.00	\$8,400.00	80.00	\$8,400.00	0.00	\$0.00	80.00	\$8,400.00
A35	Manhole 48" Dia. Type 1	EA	6.00	\$3,000.00	\$18,000.00	4.00	\$12,000.00	2.00	\$6,000.00	6.00	\$18,000.00

CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway	PAY ESTIMATE: FIVE PAY PERIOD: 11/1/2014/ Through 11/30/2014	McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794
	ORIGINAL CONTRACT AMOUNT: \$4,102,170.92	

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
A73	PSIPE - Fragaria chiloensis, 4' Pot	EA	267.00	\$5.60	\$1,495.20	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A74	PSIPE - Juniperous horizontalis 'Waukegan', 1 Gal.	EA	549.00	\$11.00	\$6,039.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A75	PSIPE - 2nd Year	LS	1.00	\$9,450.00	\$9,450.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A76	Irrigation System	LS	1.00	\$72,285.00	\$72,285.00	0.00	\$0.00	0.30	\$21,685.50	0.30	\$21,685.50
A77	Cement Concrete Traffic Curb and Gutter	LF	7,225.00	\$7.50	\$54,187.50	1,800.00	\$13,500.00	3,369.00	\$25,267.50	5169.00	\$38,767.50
A78	Cement Concrete Traffic Curb	LF	1,275.00	\$10.00	\$12,750.00	486.00	\$4,860.00	730.00	\$7,300.00	1216.00	\$12,160.00
A79	Cement Concrete Curb, Thickened	LF	35.00	\$42.00	\$1,470.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A80	Decommission Existing Well	EA	3.00	\$925.00	\$2,775.00	3.00	\$2,775.00	0.00	\$0.00	3.00	\$2,775.00
A81	Cement Concrete Driveway Entrance	SY	235.00	\$67.00	\$15,745.00	0.00	\$0.00	91.72	\$6,145.24	91.72	\$6,145.24
A82	Chain Link Fence (42" Black Coated Vinyl)	LF	505.00	\$28.00	\$14,140.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A83	Cement Concrete Sidewalk	SY	4,175.00	\$33.00	\$137,775.00	0.00	\$0.00	2,110.69	\$69,652.77	2110.69	\$69,652.77
A84	Cement Concrete Curb Ramp, Parallel	EA	5.00	\$1,670.00	\$8,350.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A85	Cement Concrete Curb Ramp, Single Direction	EA	2.00	\$1,670.00	\$3,340.00	0.00	\$0.00	2.00	\$3,340.00	2.00	\$3,340.00
A86	Paint Line	LF	8,027.00	\$0.19	\$1,525.13	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A87	Painted Wide Lane Line	LF	10,370.00	\$0.29	\$3,007.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A88	Plastic Traffic Arrow	EA	23.00	\$133.00	\$3,059.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A89	Plastic Crosswalk Line	SF	1,460.00	\$5.00	\$7,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A90	Plastic Stop Line	LF	215.00	\$7.00	\$1,505.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A91	Plastic Bicycle Lane Symbol	EA	13.00	\$306.00	\$3,978.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A92	Raised Pavement Marker Type 2	Hund.	2.00	\$445.00	\$890.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A93	Permanent Signing	LS	1.00	\$27,800.00	\$27,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A94	Illumination System	LS	1.00	\$95,000.00	\$95,000.00	0.40	\$38,000.00	0.49	\$46,550.00	0.89	\$84,550.00
A95	Traffic Signal System - Friberg St/Goodwin Rd	LS	1.00	\$196,340.00	\$196,340.00	0.22	\$43,194.80	0.31	\$60,865.40	0.53	\$104,060.20
A96	Traffic Signal System - Friberg St/1st St (Loop Replacement)	LS	1.00	\$2,500.00	\$2,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A97	ITS (Interconnect)	LS	1.00	\$10,565.00	\$10,565.00	0.95	\$10,036.75	0.00	\$0.00	0.95	\$10,036.75
A98	Field Office Building	LS	1.00	\$7,000.00	\$7,000.00	0.60	\$4,200.00	0.00	\$0.00	0.60	\$4,200.00
A99	Project Documentation (\$25,000 Minimum Bid)	LS	1.00	\$25,000.00	\$25,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

SCHEDULE A SUBTOTAL (NON-TAXABLE)					\$3,714,955.13		\$2,222,964.97		\$607,249.54		\$2,830,214.51
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE A TOTAL					\$3,714,955.13		\$2,222,964.97		\$607,249.54		\$2,830,214.51

CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: FIVE PAY PERIOD: 11/1/2014/ Through 11/30/2014 ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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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
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SCHEDULE C: GRASS VALLEY WETLAND MITIGATION											
C1	Clearing and Grubbing	AC	0.50	\$4,000.00	\$2,000.00	0.50	\$2,000.00	0.00	\$0.00	0.50	\$2,000.00
C2	High Visibility Fence	LF	1,905.00	\$2.00	\$3,810.00	1,905.00	\$3,810.00	0.00	\$0.00	1905.00	\$3,810.00
C3	Seeding, Fertilizing, Mulching	AC	0.50	\$12,000.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C4	Compost Stock	LF	390.00	\$8.00	\$3,120.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C5	Temporary Haul Road	LS	1.00	\$5,200.00	\$5,200.00	1.00	\$5,200.00	0.00	\$0.00	1.00	\$5,200.00
C6	Invasive Species Removal	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C7	PSIPE - Oregon Ash, 2-4T Bare Root	EA	70.00	\$4.50	\$315.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C8	PSIPE - Red Alder 2-4T Bare Root	EA	40.00	\$4.50	\$180.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C9	PSIPE - Black Cottonwood 2-4T Bare Root	EA	10.00	\$4.50	\$45.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C10	PSIPE - Cascara 2-4T Bare Root	EA	14.00	\$4.50	\$63.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C11	PSIPE - Western Crab Apple 2-4T Bare Root	EA	10.00	\$4.50	\$45.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C12	PSIPE - Nootka Rose 2-4T Bare Root	EA	150.00	\$4.50	\$675.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C13	PSIPE - Pacific Ninebark 2-4T Bare Root	EA	100.00	\$4.50	\$450.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C14	PSIPE - Black Hawthorn 2-4T Bare Root	EA	144.00	\$4.50	\$648.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C15	PSIPE - Vine Maple 2-4T Bare Root	EA	44.00	\$4.50	\$198.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C16	PSIPE - Red Osier Dogwood, Live Stake	EA	250.00	\$3.50	\$875.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C17	PSIPE - Sitka Willow, Live Stake	EA	50.00	\$3.50	\$175.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C18	PSIPE - Red Elderberry, 2-4T Bare Root	EA	74.00	\$4.50	\$333.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C19	PSIPE - Black Twinberry, 2-4T Bare Root	EA	74.00	\$4.50	\$333.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C20	PSIPE - Scouler Willow, Live Stake	EA	150.00	\$3.50	\$525.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C21	Wildlife Snag	EA	2.00	\$650.00	\$1,300.00	2.00	\$1,300.00	0.00	\$0.00	2.00	\$1,300.00
C22	Habitat Logs	EA	2.00	\$550.00	\$1,100.00	2.00	\$1,100.00	0.00	\$0.00	2.00	\$1,100.00
C23	Brush Piles	EA	3.00	\$450.00	\$1,350.00	3.00	\$1,350.00	0.00	\$0.00	3.00	\$1,350.00
C24	PSIPE 2nd Year	LS	1.00	\$6,675.00	\$6,675.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C25	Irrigation System	LS	1.00	\$16,680.00	\$16,680.00	0.00	\$0.00	0.90	\$15,012.00	0.90	\$15,012.00
C26	Wetland Mitigation Excavation and Haul	CY	1,550.00	\$13.00	\$20,150.00	1,550.00	\$20,150.00	0.00	\$0.00	1550.00	\$20,150.00
C27	Wetland Mitigation Topsoil Placement (Topsoil Type B)	CY	410.00	\$4.00	\$1,640.00	410.00	\$1,640.00	0.00	\$0.00	410.00	\$1,640.00

SCHEDULE C TOTAL (NON-TAXABLE)					\$78,885.00	\$36,550.00	\$15,012.00	\$51,562.00
Retainage (5%) - N/A Retainage Bond Posted								
SCHEDULE C TOTAL					\$78,885.00	\$36,550.00	\$15,012.00	\$51,562.00

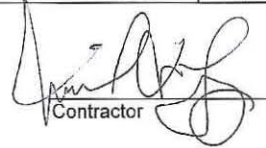
CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: FIVE PAY PERIOD: 11/1/2014/ Through 11/30/2014 ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE

	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SCHEDULE A, B & C ORIGINAL CONTRACT TOTAL	\$4,078,278.13	\$2,518,859.97	\$642,582.54	\$3,161,442.51
SCHEDULE A, B & C CHANGE ORDERS TO DATE	\$86,785.85	\$86,785.85	\$0.00	\$86,785.85
SCHEDULE A, B, C, & CHANGE ORDERS SUBTOTAL	\$4,165,063.98	\$2,605,645.82	\$642,582.54	\$3,248,228.36
SALES TAX (8.4%)	\$24,174.91	\$22,067.10	\$1,706.96	\$23,774.06
TOTAL CONTRACT	\$4,189,238.89	\$2,627,712.92	\$644,289.50	\$3,272,002.42
Retainage (5%) - N/A Retainage Bond Posted				
TOTAL		\$2,627,712.92	\$644,289.50	\$3,272,002.42

Account Distribution	Schedule Subtotals	Change Orders	Applicable Taxes	TOTAL
SCHED. A - ROAD & STORM ACCT. NUMBER: 314-00-595-300-65 THIS PAY EST:	\$607,249.54	\$0.00	N/A	\$607,249.54
SCHED. C - ROAD & STORM ACCT. NUMBER: 314-00-595-300-65 THIS PAY EST:	\$15,012.00	\$0.00	N/A	\$15,012.00
SCHED. B - WATER ACCT. NUMBER: 424-00-594-340-65 THIS PAY EST:	\$120.00	\$0.00	\$10.08	\$130.08
SCHED. B - SEWER ACCT. NUMBER: 424-00-594-350-65 THIS PAY EST:	\$20,201.00	\$0.00	\$1,696.88	\$21,897.88
SCHED. B - FIRE SUPPRESSION ACCT. NO.: 115-09-522-500-48 THIS PAY EST:	\$0.00	\$0.00	\$0.00	\$0.00
SCHEDULE B SUBTOTAL:	\$20,321.00	\$0.00	\$1,706.96	\$22,027.96
ALL SCHEDULES:	\$642,582.54	\$0.00	\$1,706.96	\$644,289.50

622,261.54
Per letter: Const
Const
12/8/14


 Project Engineer Date 12-8-14


 Contractor Date 12/5/14


 Project Manager Date 12/8/2014

CITY OF CAMAS PROJECT NO. WS-720A 2013 STEP/STEF Tank Pumping			PAY ESTIMATE: NINE - Final PAY PERIOD: 12/1/13 Through 5/21/14				AAA Septic Service PO Box 1668 Brush Prairie, WA 98606 (360) 887-8960					
			ORIGINAL CONTRACT AMOUNT: \$51,967.77									
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											
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	Commercial STEP & STEF Tank Pumping	1000 GAL	30.00	\$96.85	\$2,905.50	0.00	\$0.00	9.00	\$871.65	9.00	\$871.65
2	Residential STEP & STEF Tank Pumping	EA	465.00	\$96.85	\$45,035.25	488.00	\$47,262.80	0.00	\$0.00	488.00	\$47,262.80
3	Change Order #1 - Change in Dumping Location	EA	52.00	\$43.00	\$2,236.00	52.00	\$2,236.00	0.00	\$0.00	52.00	\$2,236.00
SUBTOTAL:					\$50,176.75		\$49,498.80		\$871.65		\$50,370.45
Sanitary Sales Tax (8.4%):					\$4,214.85		\$4,157.90		\$73.22		\$4,231.12
Total:					\$54,391.60		\$53,656.70		\$944.87		\$54,601.57

PRO
ENTRANCE
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	ORIGINAL CONTRACT TOTAL	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
	ADDITIONS / DELETIONS	\$50,176.75	\$49,498.80	\$871.65	\$50,370.45
	SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00
	SALES TAX (8.4%)	\$50,176.75	\$49,498.80	\$871.65	\$50,370.45
	TOTAL CONTRACT	\$4,214.85	\$4,157.90	\$73.22	\$4,231.12
	LESS 5% RETAINAGE	\$54,391.60	\$53,656.70	\$944.87	\$54,601.57
	TOTAL LESS RETAIN.		(\$2,474.94)	(\$43.56)	(\$2,518.52)
			\$51,181.76	\$901.29	\$52,083.05

SAN. ACT. NUMBER: 424.00.535.811.48

SAN. THIS PAY EST: \$901.29

FL
St D... 5/27/14
Project Engineer Date

5/27/14
Contractor Date

James Hodges 5/27/2014
Project Manager Date

CITY OF CAMAS PROJECT NO. WS-741 2014 STEP/STEF Tank Pumping			PAY ESTIMATE: SIX PAY PERIOD: 11/1/2014 Through 11/30/2014 ORIGINAL CONTRACT AMOUNT: \$67,662.48				AAA Septic Service PO Box 1668 Brush Prairie, WA 98606 (360) 687-8960				
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE

SANITARY SEWER											
1	Residential STEP & STEF Tank Pumping	EA	504	\$116.89	\$58,912.56	361.00	\$42,197.29	28.00	\$3,272.92	389.00	\$45,470.21
2	EMERGENCY Residential STEP & STEF Tank Pumping	EA	15	\$116.89	\$1,753.35	1.00	\$116.89	0.00	\$0.00	1.00	\$116.89
3	Commercial STEP and STEF Tank Pumping	1000 Gal	15	\$116.89	\$1,753.35	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

SUBTOTAL:		\$62,419.26	\$42,314.18	\$3,272.92	\$45,587.10
Sanitary Sales Tax (8.4%):		\$5,243.22	\$3,554.39	\$274.93	\$3,829.32
Total:		\$67,662.48	\$45,868.57	\$3,547.85	\$49,416.42

	ORIGINAL CONTRACT TOTAL	\$62,419.26	TOTAL PREVIOUS	\$42,314.18	TOTAL THIS EST.	\$3,272.92	TOTAL TO DATE	\$45,587.10
	ADDITIONS / DELETIONS	\$0.00		\$0.00		\$0.00		\$0.00
	SUBTOTAL	\$62,419.26		\$42,314.18		\$3,272.92		\$45,587.10
	SALES TAX (8.4%)	\$5,243.22		\$3,554.39		\$274.93		\$3,829.32
	TOTAL CONTRACT	\$67,662.48		\$45,868.57		\$3,547.85		\$49,416.42
	LESS 5% RETAINAGE			(\$2,115.71)		(\$163.65)		(\$2,279.36)
	TOTAL LESS RETAIN.			\$43,752.86		\$3,384.20		\$47,137.06

SAN. ACT. NUMBER: 424.00.535.811.48

SAN. THIS PAY EST:

\$3,384.20

F.I.

Project Engineer

Date

12/3/14

Contractor

Date

Sawnd Wakeup
12/4/14

Project Manager

Date

James Hodges
12/3/2014

CITY OF CAMAS PROJECT NO. S-583, TAP7034-(002), TA-5412 Project Name: NW 18th Ave. Bike & Ped. Trail Link			PAY ESTIMATE: TWO PAY PERIOD: November 1, 2014 - November 30, 2014 Original Contract Amount: \$214,159.61				Green Construction, Inc. P.O. Box 142 Washougal, WA 98671 (360) 817-9948				
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

Base Bid											
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	Roadway Surveying	LS	1.00	\$9,000.00	\$9,000.00	0.75	\$8,750.00	0.25	\$2,250.00	1.00	\$9,000.00
2	SPCC Plan	LS	1.00	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00	1.00	\$500.00
3	Mobilization	LS	1.00	\$8,950.00	\$8,950.00	1.00	\$8,950.00	0.00	\$0.00	1.00	\$8,950.00
4	Traffic Control Supervisor	LS	1.00	\$2,000.00	\$2,000.00	0.65	\$1,300.00	0.35	\$700.00	1.00	\$2,000.00
5	Flaggers and Spotters	HR	240.00	\$54.00	\$12,960.00	158.00	\$8,532.00	170.00	\$9,180.00	328.00	\$17,712.00
6	Other Traffic Control Labor	HR	8.00	\$56.00	\$448.00	0.00	\$0.00	12.00	\$672.00	12.00	\$672.00
7	Other Temporary Traffic Control	LS	1.00	\$1,000.00	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00	1.00	\$1,000.00
8	Clearing and Grubbing	AC	0.30	\$40,000.00	\$12,000.00	0.37	\$14,720.00	0.63	\$26,280.00	1.00	\$40,000.00
9	Removal of Structures and Obstructions	LS	1.00	\$9,850.00	\$9,850.00	0.95	\$9,357.50	0.05	\$492.50	1.00	\$9,850.00
10	Sawcutting Asphalt Pavement	LF	175.00	\$3.50	\$612.50	0.00	\$0.00	135.50	\$474.25	135.50	\$474.25
11	Earthwork	LS	1.00	\$17,950.00	\$17,950.00	0.40	\$7,180.00	0.60	\$10,770.00	1.00	\$17,950.00
12	Porous Geotextile Fabric	SY	1525.00	\$1.58	\$2,409.50	0.00	\$0.00	1,595.70	\$2,521.21	1595.70	\$2,521.21
13	Permeable Ballast	CY	130.00	\$48.68	\$6,328.40	0.00	\$0.00	266.00	\$12,948.88	266.00	\$12,948.88
14	Crushed Surfacing Top Course	CY	255.00	\$52.12	\$13,290.60	0.00	\$0.00	88.60	\$4,617.83	88.60	\$4,617.83
15	Porous HMA Cl. 1/2" PG 70-72	TON	225.00	\$180.81	\$40,682.25	0.00	\$0.00	256.70	\$46,413.93	256.70	\$46,413.93
16	Corrugated Polyethylene Storm Sewer Pipe, 6" Diam.	LF	6.00	\$36.10	\$228.60	6.00	\$228.60	0.00	\$0.00	6.00	\$228.60
17	Corrugated Polyethylene Storm Sewer Pipe, 8" Diam.	LF	8.00	\$43.15	\$345.20	8.00	\$345.20	0.00	\$0.00	8.00	\$345.20
18	Corrugated Polyethylene Storm Sewer Pipe, 12" Diam.	LF	230.00	\$52.42	\$12,056.60	226.00	\$11,846.92	0.00	\$0.00	226.00	\$11,846.92
19	Polyvinyl Chloride (PVC) C-900 Storm Sewer Pipe, 12" Diam.	LF	395.00	\$42.46	\$16,771.70	398.50	\$16,920.31	0.00	\$0.00	398.50	\$16,920.31
20	Catch Basin, Type 1	EA	2.00	\$2,491.00	\$4,982.00	2.00	\$4,982.00	0.00	\$0.00	2.00	\$4,982.00
21	Area Drain, 12" Basin	EA	1.00	\$760.00	\$760.00	1.00	\$760.00	0.00	\$0.00	1.00	\$760.00
22	30" Basin with Solid Lid	EA	3.00	\$2,422.42	\$7,267.26	3.00	\$7,267.26	0.00	\$0.00	3.00	\$7,267.26
23	Valve/Meter Box Adjustment	EA	2.00	\$300.00	\$600.00	0.00	\$0.00	5.00	\$1,500.00	5.00	\$1,500.00
24	ESC Lead	DAY	25.00	\$50.00	\$1,250.00	17.00	\$850.00	19.00	\$950.00	36.00	\$1,800.00
25	Erosion Control	LS	1.00	\$4,680.00	\$4,680.00	0.50	\$2,340.00	0.50	\$2,340.00	1.00	\$4,680.00
26	Landscaping	LS	1.00	\$7,930.00	\$7,930.00	0.00	\$0.00	1.00	\$7,930.00	1.00	\$7,930.00
27	Driveway construction Type HMA w/Earthwork	SY	100.00	\$58.49	\$5,849.00	0.00	\$0.00	85.60	\$5,006.74	85.60	\$5,006.74
28	Detectable Warning Surface	SF	36.00	\$28.00	\$1,008.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
29	Quarry Spalls	CY	250.00	\$42.80	\$10,650.00	0.00	\$0.00	259.50	\$11,054.70	259.50	\$11,054.70
30	Irrigation System	LS	1.00	\$1,800.00	\$1,800.00	0.00	\$0.00	1.00	\$1,800.00	1.00	\$1,800.00

Street Subtotal \$214,159.61 \$102,829.79 \$147,902.04 \$250,731.83

	ORIGINAL CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SUBTOTALS	\$214,159.61	\$102,829.79	\$147,902.04	\$250,731.83
CHANGE ORDERS TO DATE	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$214,159.61	\$102,829.79	\$147,902.04	\$250,731.83
TOTAL CONTRACT	\$214,159.61	\$102,829.79	\$147,902.04	\$250,731.83
LESS 5% RETAINAGE		(\$5,141.49)	(\$7,395.10)	(\$12,536.59)
TOTAL LESS RETAIN.		\$97,688.30	\$140,506.94	\$238,195.24

Account #300-00-594-760-55

THIS PAY EST. LESS RETAINAGE = \$140,506.94

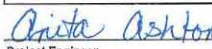
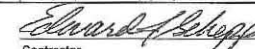

Wesley D. Hoff 12/19/14
Project Engineer Date

W. Hoff 12/19/14
Contractor Date

John P. Caruthers 12-8-14
Project Manager Date

CITY OF CAMAS PROJECT NO. S-565 DESCRIPTION: NW 38th Avenue Roadway Improvements, Ph. 2 PAY ESTIMATE #6 Council Meeting Date: December 15, 2014 Work Period Date: November 1, 2014 - December 8, 2014						NUTTER CORPORATION 7211 NE 43rd Avenue, Vancouver, WA 98661 Phone: (360) 573-2000 Original Contract Total: \$4,219,597.22 (Includes Sales Tax Amount \$5,646.42) ORIGINAL QUANTITIES, ETC.				STP / TIB / REET FUNDING		WATER / SEWER ACCOUNT		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 ESTIMATE	TOTAL THIS ESTIMATE	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			0.86	\$25,800.00	0.14	\$4,200.00	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	0.72	\$17,884.79			0.85	\$16,154.00	0.07	\$1,730.79	0.72	\$17,884.79				
A 5	Flaggers and Spotters	HR	2,350.0	\$49.00	\$115,150.00	2,348.00	\$115,052.00			1,838.00	\$94,864.00	412.00	\$20,188.00	2,348.00	\$115,052.00				
A 6	Other Traffic Control Labor	HR	200.0	\$49.00	\$9,800.00	258.50	\$12,666.50			212.50	\$10,412.50	46.00	\$2,254.00	258.50	\$12,666.50				
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	190.00	\$2,850.00			190.00	\$2,850.00			190.00	\$2,850.00				
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	3,009.05	\$54,162.90			3,009.05	\$54,162.90			3,009.05	\$54,162.90				
A 13	Unsuitable Foundation Excavation, Incl. Haul	CY	1,600.0	\$9.50	\$15,200.00														
A 14	Gravel Borrow, Incl. Haul (CO#1 Adjusted final quantity to 4,285 cy)	CY	14,300.0	\$18.50	\$264,550.00	3,641.63	\$67,370.16			3,641.63	\$67,370.16			3,641.63	\$67,370.16				
A 15	Ditch Excavation, Incl. Haul	CY	550.0	\$25.00	\$13,750.00	531.20	\$13,280.00			531.20	\$13,280.00			531.20	\$13,280.00				
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	288.80	\$866.40			288.80	\$866.40			288.80	\$866.40				
Bases																			
A 19	Crushed Surfacing Base Course	TON	11,020.0	\$20.00	\$220,400.00	11,578.19	\$231,583.80			11,378.93	\$227,578.80	199.26	\$3,985.00	11,578.19	\$231,583.80				
A 20	In Place Cement Amended Base	SY	8,450.0	\$3.40	\$28,930.00	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	1,912.20	\$145,327.20			1,912.20	\$145,327.20			1,912.20	\$145,327.20				
A 23	Preparation of Existing Surfaces	TON	4.0	\$570.00	\$2,280.00														
A 24	HMA for Approach CL 1/2 In. PG 64-22	TON	105.0	\$85.00	\$8,925.00	114.03	\$9,692.55					114.03	\$9,692.55	114.03	\$9,692.55				
Structures																			
A 25	Precast Reinf. Conc. Three Sided Structure No. 1	LS	1.0	\$235,000.00	\$235,000.00	0.45	\$105,750.00			0.45	\$105,750.00			0.45	\$105,750.00				
A 26	Precast Reinf. Conc. Three Sided Structure No. 2	LS	1.0	\$230,000.00	\$230,000.00	0.45	\$103,500.00			0.45	\$103,500.00			0.45	\$103,500.00				
Storm Sewer, Sanitary Sewer, and Water Mains																			
A 27	Underdrain Pipe, 6 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														
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	2,638.00	\$126,624.00			2,638.00	\$126,624.00			2,638.00	\$126,624.00				
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														
A 41	Adjust Catch Basin	EA	2.0	\$400.00	\$800.00														
A 42	Removal and Replacement of Unsuitable Material	CY	310.0	\$65.00	\$20,150.00	9.00	\$585.00			9.00	\$585.00			9.00	\$585.00				
A 43	Shoring	LF	4,725.0	\$2.00	\$9,450.00	2,483.00	\$4,966.00			2,483.00	\$4,966.00			2,483.00	\$4,966.00				
A 44	Adjust Valve Box	EA	7.0	\$220.00	\$1,540.00														
Erosion Control and Water Pollution Control																			
A 45	ESC Lead	DAY	50.0	\$60.00	\$3,000.00														
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	6.00	\$1,040.00			6.00	\$1,040.00			6.00	\$1,040.00				
A 49	Silt Fence	LF	6,980.0	\$2.00	\$13,960.00	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			6.00	\$480.00	45.00	\$2,700.00	53.00	\$3,180.00				

CITY OF CAMAS PROJECT NO. S-665 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: \$6,846.42)		STP / TIB / REET FUNDING		WATER / SEWER ACCOUNT		Previous Estimate Totals		Current Estimate Totals		Totals to Date							
PAY ESTIMATE #6 Council Meeting Date: December 15, 2014 Work Period Date: November 1, 2014 - December 8, 2014				ORIGINAL QUANTITIES, ETC.		Quantity		Amount		QUANTITY PREVIOUS		TOTAL PREVIOUS		QUANTITY THIS ESTIMATE		TOTAL THIS ESTIMATE		QUANTITY TO DATE		TOTAL TO DATE	
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS ESTIMATE	TOTAL THIS ESTIMATE	QUANTITY TO DATE	TOTAL TO DATE						
A 52	Wattle	LF	100.0	\$7.00	\$700.00	25.00	\$175.00			25.00	\$175.00			25.00	\$175.00						
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	1,211.64	\$52,100.52			1,211.64	\$52,100.52			1,211.64	\$52,100.52						
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	6,859.11	\$22,635.06			6,859.11	\$22,635.06			6,859.11	\$22,635.06						
A 60	Non-Woven Coir Matting	SY	8,820.0	\$2.75	\$24,255.00	6,859.11	\$18,862.55			6,859.11	\$18,862.55			6,859.11	\$18,862.55						
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	199.91	\$7,996.40			199.91	\$7,996.40			199.91	\$7,996.40						
Landscaping																					
A 63	Landscaping	LS	1.0	\$147,000.00	\$147,000.00																
A 64	Irrigation System, Design/Build	LS	1.0	\$168,000.00	\$168,000.00	0.19	\$31,920.00			0.05	\$8,400.00	0.14	\$23,520.00	0.19	\$31,920.00						
Wetland Mitigation Planting																					
A 65	Wetland Mitigation	LS	1.0	\$114,000.00	\$114,000.00	0.17	\$19,380.00					0.17	\$19,380.00	0.17	\$19,380.00						
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	LF	5,510.0	\$10.00	\$55,100.00	5,521.00	\$55,210.00			5,297.00	\$52,970.00	224.00	\$2,240.00	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	311.00	\$18,660.00					311.00	\$18,660.00	311.00	\$18,660.00						
A 70	Raised Pavement Marker Type 2	HUND	1.5	\$760.00	\$1,140.00																
A 71	Black Vinyl Coated Chainlink Fence Type 3	LF	94.0	\$29.00	\$2,726.00																
A 72	Cement Conc. Sidewalk	SY	4,120.0	\$38.00	\$156,560.00	2,865.00	\$108,870.00					2,865.00	\$108,870.00	2,865.00	\$108,870.00						
A 73	Cement Conc. Curb Ramp Type 1	EA	8.0	\$1,100.00	\$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	0.45	\$63,000.00			0.15	\$21,000.00	0.30	\$42,000.00	0.45	\$63,000.00						
Material-on-Hand (MOH) for Illumination System		Amount paid based on supplied invoices from NE Electric								0.09	\$12,679.28	-0.03	(\$3,900.00)	0.06	\$6,779.28						
A 76	Traffic Signal System Modification - NW 38th Ave/ NW Parker St	LS	1.0	\$44,000.00	\$44,000.00	0.23	\$10,120.00					0.23	\$10,120.00	0.23	\$10,120.00						
A 77	Permanent Signage	LS	1.0	\$3,500.00	\$3,500.00																
A 78	Paint Line	LF	5,655.0	\$0.25	\$1,413.75																
A 79	Painted Wide Lane Line	LF	5,950.0	\$0.35	\$2,082.50																
A 80	Plastic Traffic Arrow	EA	14.0	\$100.00	\$1,400.00																
A 81	Plastic Crosswalk Line	SF	180.0	\$5.00	\$900.00																
A 82	Plastic Stop Line	LF	46.0	\$5.00	\$230.00																
A 83	Plastic Bicycle Lane Symbol	EA	13.0	\$260.00	\$3,380.00																
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		\$2,804,857.01				\$2,541,605.75		\$272,030.54		\$2,813,636.29						
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.																				
	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.																				
	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	10,015.0	\$8.50		10,015.40	\$85,130.90			10,015.40	\$85,130.90			10,015.40	\$85,130.90						
Subtotal						\$85,130.90					\$85,130.90				\$85,130.90						
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																
Subtotal					\$20,000.00																

CITY OF CAMAS PROJECT NO. S-555 DESCRIPTION: NW 38th Avenue Roadway Improvements, Ph. 2 PAY ESTIMATE # Council Meeting Date: December 15, 2014 Work Period Date: November 1, 2014 - December 8, 2014				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 FUNDING		WATER / SEWER ACCOUNT		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 ESTIMATE	TOTAL THIS ESTIMATE	QUANTITY TO DATE	TOTAL TO DATE		
Schedule C - Water / Sewer																	
Water																	
C 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		
C 2	Ductile Iron Pipe for Water Main, 8" Dia.	LF	40.00	\$53.00	\$2,360.00			80.00	\$4,720.00	80.00	\$4,720.00			80.00	\$4,720.00		
C 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		
C 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		
C 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		
C 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		
C 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		
C 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																	
C 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		
C 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		
C 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			\$97,163.00		\$67,163.00					\$67,163.00		
Schedule B Change Orders																	
C 1																	
ORIGINAL CONTRACT TOTAL					\$4,212,950.80	Funding Totals	\$2,804,857.01	Water/Sewer Totals	\$97,163.00	Previous Estimates	\$2,608,788.75	Current Estimate	\$272,030.54	Totals to Date	\$2,880,799.29		
CHANGE ORDERS TO DATE					—	CO'S To Date	\$85,130.90	CO'S To Date	\$85,130.90	CO'S To Date	\$85,130.90	CO'S To Date	\$85,130.90	CO'S To Date	\$85,130.90		
SUBTOTAL					\$4,212,950.80	Subtotal	\$2,889,987.91	Subtotal	\$67,163.00	Subtotal	\$2,693,899.65	Subtotal	\$272,030.54	Subtotal	\$2,965,930.19		
SALES TAX (8.4%) - SCHEDULE C ONLY					\$6,646.42	Total =	\$2,889,987.91	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 =	\$2,889,987.91	Total =	\$72,804.69	Total =	\$2,699,541.34	Total =	\$272,030.54	Total =	\$2,971,671.88		
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			\$272,030.54	\$2,626,736.65	\$2,898,767.19	Bid Item A 84 NOT STP or TIB Eligible											
Sch. C - Water Account Number: 424-00-594-340-65				\$46,571.89	\$46,571.89	Water NOT TIB Eligible											
Sch. C - Sewer Account Number: 424-00-584-350-65						Sewer NOT TIB Eligible											
Sch. C - Fire Suppression Acct. No.: 115-03-322-500-48				\$4,878.00	\$4,878.00	Fire Suppression NOT TIB Eligible											
Total This Estimate =			\$272,030.54	\$2,678,166.54	\$2,950,217.08												
 Project Engineer			12/9/14 Date		 Contractor			12/9/14 Date		 Engineering Manager			12-9-14 Date				

AGREEMENT

AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "City", and Lloyd Halverson, hereinafter referred to as "Consultant".

In consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

SECTION 1: Scope of Work

Consultant shall perform services for the City related to intergovernmental relations. The scope of services is described in Exhibit "A" attached hereto and by this reference incorporated herein.

SECTION 2: Compensation

City shall pay Consultant for services rendered pursuant to this Agreement as follows:

A. The City agrees to pay Consultant at the rate of One Hundred and Five Dollars and 00/100 (\$105.00) per hour for professional services rendered in accordance with the Agreement. The total amount of compensation to be paid by City to Consultant shall not exceed the sum of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) for calendar year 2015 and the sum of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00) for calendar year 2016.

B. The City will reimburse Consultant for Consultant's expenses incurred in the performance of this Agreement. Such expenses shall include but are not limited to registration and related cost of the AWC Legislative Conference, and mileage, meals, and lodging expenses. Reimbursement of such expenses shall be made in accordance with the City's policies for reimbursement employees who incur expenses of a similar nature while on City business.

C. Consultant shall submit billings to the City once per month for professional services rendered and expenses incurred. The billing shall include a description of services rendered

and an itemization of Consultant's time. Expenses shall be documented as required by City policies with appropriate receipts.

D. All of Consultant's billings shall be submitted to the City Council for review and approval in accordance with normal City practice. All billings shall be paid within ten (10) days of approval by the City Council.

SECTION 3: Term

This Agreement shall commence as of the date hereof, and shall terminate as of December 31, 2016, unless terminated prior to such date under the provisions of Section 4 herein.

SECTION 4: Termination

This Agreement may be terminated by City by giving Consultant written notice of termination no fewer than ten (10) days in advance of the effective date of said termination. Consultant shall be entitled to payment for work performed and expenses incurred prior to the effective date of termination.

Consultant shall be entitled to terminate this Agreement only in the event of a material breach by City. Prior to the Consultant terminating the Agreement, Consultant shall give notice to the City of the breach of contract, and City shall have fifteen (15) days to remedy such breach. Consultant shall thereafter be entitled to terminate the Agreement only if City fails to remedy the breach. Consultant shall be entitled to be paid for all services rendered and expenses incurred up to the effective date of such termination.

SECTION 5: Work Product

The materials, data, reports, calculations, analyses, and other work product generated by Consultant under this Agreement shall be the property of the City. Consultant may retain copies thereof for documentation and other uses unless specifically restricted in writing by City.

SECTION 6: Relationship of Parties

Consultant and City agree that Consultant is an independent contractor with respect to services provided pursuant to this Agreement, and not an employee of City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Consultant shall not be entitled to any benefits accorded City employees by virtue of the services rendered by Consultant under this Agreement. City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State Industrial Insurance Program, Unemployment Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant.

SECTION 7: Assignment

This Agreement may not be assigned by Consultant to any third party, nor may Consultant subcontract the services to be performed hereunder to a third party. Any attempt at such assignment or subcontract shall be null and void, and City shall have no obligation to pay for services rendered by any person other than Consultant.

SECTION 8: Notice

In the event any notice is required to be given pursuant to the terms of the Contract, notice shall be sufficient if it is in writing and either delivered in person, emailed, faxed, or sent by regular mail, as follows: to the City: Pete Capell, City Administrator, 616 NE 4th Avenue, Camas, WA 98607. Notice to Consultant: Lloyd Halverson, 2141 NW Benton Street, Camas, WA 98607; lnhalverson@aol.com.

SECTION 9: Entire Agreement

This Agreement, together with the attachments, represents the entire and integrated agreement between City and Consultant, and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only in writing signed by both City and Consultant.

Dated this ____ day of _____, 2014.

CITY OF CAMAS

By: _____

Lloyd Halverson, Consultant

EXHIBIT A

SCOPE OF SERVICES

The scope of work associated with providing the City of Camas with governmental affairs consultation services shall include, but not be limited to:

- A. Meeting with City officials to develop annual lobbying strategies for both Washington State Legislature and US Congress
- B. Lobbying the Washington State Legislature in support of annual legislative goals. This includes lobbying legislators, legislative staff, and liaison work with applicable State agencies
- C. Lobbying Congress in support of federal funding for infrastructure projects. This will primarily focus on the Washington State congressional delegation and its staff members.
- D. Providing written and oral reports on the status of Consultant's efforts to the city.

COUNCIL APPOINTMENTS - 2015
Effective January - 2015

Camas/Washougal Chamber of
Commerce Liaison:

Melissa Smith – Liaison
New Council Member - Alternate

Design Review Committee:

Melissa Smith

Finance Committee:

Don Chaney
Tim Hazen
Shannon Turk

Economic Development Strategy
Committee for Economic Incentives:

Mayor Scott Higgins
Greg Anderson
Tim Hazen

Georgia Pacific Mill Advisory
Committee:

Steve Hogan
Mayor Scott Higgins - Alternate

Library Board Liaison:

New Council Member - Liaison
Shannon Turk - Alternate

Mayor Pro-Tem – 1 year term:

To be determined by Council
(1-year term expires 12/31/15)

Mosquito Control Board – 2 Year Term:

Citizen Linda Dietzman
(2-year term expires 12/31/16)

Community Center Development
Committee (CCDC):

Shannon Turk - Liaison
New Council Member –
Alternate

Parks and Recreation Commission
Liaison:

Tim Hazen - Liaison
Melissa Smith - Alternate

Fire/Emergency Medical Services (EMS)
Partnership:

Mayor Scott Higgins
Greg Anderson

Planning Commission Liaison:

Shannon Turk – Liaison
Tim Hazen - Alternate

Shoreline Management Review
Committee:

Don Chaney

Sister City Committee Liaison:

Shannon Turk - Liaison
Mayor Scott Higgins - Alternate

C-Tran – 2-Year Term:

Greg Anderson - Liaison
Scott Higgins - Alternate
(2-year term expires 12/31/15)

CDBG:

Mayor Scott Higgins

CREDC:

Mayor Scott Higgins

CRESA – Small Cities – 1 Year Term:

Don Chaney, Camas
(1-year term expires 12/31/15)

Camas Youth Advisory Council:

Mayor Scott Higgins

2015 Council Appointments

Page 2

Regional Transportation Council (RTC):

Melissa Smith, Camas
Paul Greenlee, Washougal
(Alternate)

(2-year term expires 12/31/15)

*Note: Appointments will remain the same until the
C-Tran Composition Board decision is made*

Lower Columbia Fish Recovery Board:

Mayor Jim Irish – LaCenter

Camas-Washougal Economic
Development Association (CWEDA):

Mayor Scott Higgins
Steve Hogan – Alternate
Pete Capell

Port of Camas-Washougal:

Mayor Scott Higgins

Lodging Tax Advisory Committee:

Shannon Turk

East County Ambulance Advisory
Board:

Greg Anderson - Liaison
Don Chaney - Alternate

School/City:

Mayor Scott Higgins
Don Chaney

Downtown Camas Association:

Steve Hogan – Liaison
Greg Anderson – Alternate

Fire Joint Policy Advisory Committee
(JPAC):

Greg Anderson
Don Chaney
Shannon Turk

APPOINTMENT INFORMATION FOR COUNCIL MEETING (12/15/14)

Library Board of Trustees:

Reappoint Jeff Groff for a 5-year term expiring December 31, 2019.

Planning Commission:

Reappoint Jim Short, Frank Hood, and Lloyd Goodlett for 3-year terms expiring December 31, 2017.

Design Review Board:

Reappoint Cassi Marshall and Steve Lorenz for 3-year terms expiring December 31, 2017.

Civil Service Commission:

Reappoint Tanis Knight for a 6-year term expiring December 31, 2020.

RESOLUTION NO. 1314

A RESOLUTION adopting a City of Camas fee schedule.

WHEREAS, the City of Camas has the authority to establish fees and charges for services provided by the City; and

WHEREAS, it is prudent business to review fees and charges imposed by the City; and

WHEREAS, it is necessary to establish such fees at rates that reasonably assure recovery of the full direct and indirect costs of the time and materials expended to provide the service for which the fee is charged; and

WHEREAS, it should be understood that these fees and charges are an important part of the resources for the operation of the City and in many cases do not cover the costs involved; and

WHEREAS, the fee schedule and administrative provisions set forth in this resolution are supported by the analysis performed by the City; and

WHEREAS, it is desirable to improve the City's ability to communicate its fees and charges to its citizens and customers through the preparation of a consolidated fee schedule.

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

I

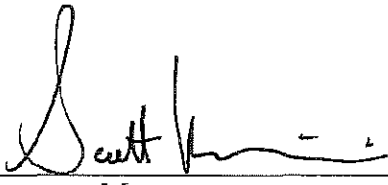
The fees and charges on the attached Exhibit "A" are adopted and made part of the City of Camas Fee Schedule effective January 1, 2015.

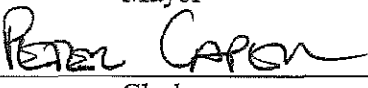
II

On January 1 of each year, the fees set forth in this Resolution may increase (if allowed by law) by the rate of increase, if any, of the Consumer Price Index for All Urban Consumers for Portland-Vancouver, All Items, June to June Index published by the Bureau of Labor Statistics in the year prior. Fees will be rounded to the next highest whole dollar.


III

ADOPTED by the Council of the City of Camas and approved by the Mayor this 1st day of December, 2014.

SIGNED: 
Mayor

ATTEST: 
Clerk

APPROVED as to form:


City Attorney

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
ADMINISTRATIVE FEES			
Public Records			
Postage		actual cost	
All Other Records Photocopied - Black & White	per page	\$0.15	
All Other Records Photocopied - Color	per page	\$0.50	
Map - 11 x 17 Color		\$3.00	
Map - 24 x 36 print		\$3.00	
Map - 24 x 36 color original		\$6.00	
Map - 42 x 36 print		\$6.00	
Map - 42 x 36 color original		\$12.00	
Camas Municipal Code Book		actual cost	
Photos		actual cost	
Photos - Digital Black & White	per page	\$0.15	
Photos - Digital Color	per page	\$1.00	
Compact Disk of Council Meeting	each	\$0.50	
Tape of Council Meeting		\$5.00	
COMMUNITY DEVELOPMENT, BUILDING & PLANNING FEES			
Building Permit Fees			
Total Valuation			
\$1.00 to \$500.00		\$23.50	
\$501.00 to \$2,000.00	\$23.50 for first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.00	\$23.50	plus \$3.10
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$69.25	plus \$14.25
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$391.25	plus \$10.50
\$55,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$643.75	plus \$7.25
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	\$993.75	plus \$6.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	\$3,233.75	plus \$5.00
\$1,000,001.00 and up	\$5,608.75 for the first \$500,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof.	\$5,608.75	plus \$3.75
Other Inspections & Fees			
Inspections During Non-Business Hours (minimum charge 2 hours)	per hour	\$67.00	
Re-inspection Fees	per hour	\$67.00	
Inspections for which No Fee is Specifically Indicated (minimum charge - one half hour)	per hour	\$67.00	
Additional Plan Review for Changes, Additions or Revisions to Plans (minimum charge - one half hour)	per hour	\$67.00	
Use of Outside Consultants for Plan Checking and Inspections, or both		Actual Costs ¹	
Reissue of Lost Permit		\$33.50	
Reissue of Lost or Damaged Approved Construction Plans & Documents		\$67.00	
¹ Actual costs include administrative and overhead costs.			

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
Building Valuation Table			
Building Valuation Table	100% of ICC Building Safety Journal Building Valuation Data		
Grading Plan Review Fees			
50 cubic yards (38.2m ³) or less		No Fee	
51 to 100 cubic yards (40m ³ to 76.5m ³)		\$23.50	
101 to 1,000 cubic yards (77.2m ³ to 764.6m ³)		\$37.00	
1,001 to 10,000 cubic yards (765.3m ³ to 7645.5m ³)		\$49.25	
10,001 to 100,000 cubic yards (7646.3m ³ to 76455m ³) - \$49.25 for the first 10,000 cubic yards, plus \$13.25 for each additional 10,000 cubic yards or fraction thereof		\$49.25	plus \$13.50
100,001 to 200,000 cubic yards (76456m ³ to 152911m ³) \$269.75 for the first 100,000 cubic yards (76456m ³), plus \$13.25 for each additional 10,000 (7645.5m ³) cubic yards or fraction thereof.		\$269.75	plus \$13.50
200,001 (152912m ³) cubic yards or more - \$402.25 for the first 200,000 (152911m ³) cubic yards, plus \$7.25 for each additional 10,000 (7656.5m ³) cubic yards or fraction thereof.		\$402.25	plus \$7.50
Other Grading Plan Fees			
Additional Plan Review required by Changes, Additions or Revisions to Approved Plans (minimum charge - one half hour)	per hour	\$67.00	
Grading Permit Fees¹			
50 cubic yards (38.2m ³) or less		No Fee	
51 to 100 cubic yards (40m ³ to 76.5m ³)		\$23.50	
101 to 1,000 cubic yards (77.2m ³ to 764.6m ³)		\$37.00	
1,001 to 10,000 cubic yards (7646.3m ³ to 76455m ³)		\$49.25	
10,001 to 100,000 cubic yards (76456m ³ to 76455m ³) - \$49.25 for the first 10,000 cubic yards (7645.5m ³), plus \$13.25 for each additional 10,000 cubic yards (7645.5m ³) or fraction thereof.		\$49.25	plus \$13.50
100,001 to 200,000 cubic yards (76456m ³ to 152911m ³) - \$269.75 for the first 100,000 (76455m ³) cubic yards, plus \$13.25 for each additional 10,000 cubic yards (7645.5m ³) or fraction thereof.		\$269.75	plus \$13.50
200,001 cubic yards (152912m ³) or more - \$402.25 for the first 200,000 cubic yards (152911m ³), plus \$7.25 for each additional 10,000 cubic yards (7645.5m ³) or fraction thereof.		\$402.25	plus \$7.50
Other Grading Fees			
Inspections Outside of Normal Business Hours (minimum charge - 2 hours)	per hour	\$67.00	
Reinspection Fees, per Inspection	per hour	\$67.00	
Inspections for which no fee is specifically indicated (minimum charge -one half hour)	per hour	\$67.00	
¹ The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.			

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
Mechanical Permit Fees			
Mechanical Permit		\$29.50	
Mechanical Permit Supplemental		\$14.75	
Unit Fee Schedule - Does not include permit issuance fee			
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3kW)		\$21.00	
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3kW)		\$26.00	
For the installation or relocation of each floor furnace, including vent		\$21.00	
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted heater		\$21.00	
Appliance Vents			
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit		\$10.50	
Repairs or Additions			
Repair or alteration or addition to heating appliance, refrigeration unit, cooking unit, absorption unit or heating, cooling, absorption or evaporative cooling system including installation of controls regulated by Mechanical Code		\$19.50	
Boilers, Compressor and Absorption Systems			
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3kW)		\$21.00	
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW), to and including 15 horsepower (52.7 kW) or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)		\$38.75	
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW), to or including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)		\$53.00	
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW), to or including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)		\$79.00	
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)		\$132.00	
Air Handlers			
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (471.9 L/s), including ducts attached thereto Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code		\$17.00	

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719L/s)		\$25.75	
Evaporative Coolers			
For each evaporative cooler, other than a portable type		\$15.25	
Ventilation & Exhaust			
For each ventilation fan connected to a single duct		\$10.50	
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit		\$17.00	
For the installation of each hood which is served by a mechanical exhaust, including ducts for such hood		\$17.00	
Incinerators			
For the installation or relocation of each domestic-type incinerator		\$26.00	
For the installation or relocation of each commercial or industrial-type incinerator		\$20.75	
Miscellaneous			
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table		\$15.00	
Gas Piping System			
For each gas piping system of one to four outlets		\$6.75	
For each gas piping exceeding four, each		\$1.75	
For each hazardous process piping system (HPP) of one to four outlets		\$7.25	
For each hazardous process piping of five or more outlets, per outlet		\$1.75	
For each non-hazardous process piping system (NPP) of one to four outlets		\$3.50	
For each non-hazardous piping system of five or more outlets, per outlet		\$1.25	
Other Inspections & Fees			
Inspections outside of normal business hours, per hour (minimum charge 2 hours)	per hour	\$67.00	
Reinspection fees, per inspection		\$67.00	
Inspections for which a fee is specifically indicated, per hour (minimum charge - one half hour)	per hour	\$67.00	
Additional plan review time required by changes, additions, or revisions to plans or plans for which an initial review has been completed, per hour (minimum charge - one half hour)	per hour	\$67.00	
Plumbing Permit Fees			
For issuance of each permit		\$29.50	
For issuance of each supplemental permit for which the original permit has not expired, been cancelled or finalled		\$14.75	

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
Unit Fee Schedule (in additional to 2 items above)			
For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection thereof)		\$10.00	
For each building sewer and each trailer park sewer		\$21.50	
Rainwater systems - per drain (inside building)		\$10.00	
For each water heater and/or vent		\$10.00	
For each gas-piping system of one to five outlets		\$6.75	
For each additional gas-piping systems outlet, each outlet		\$1.75	
For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps		\$10.00	
For each installation, alteration or repair of water piping and/or water treating equipment, each		\$10.00	
For each repair or alteration of drainage or vent piping, each fixture		\$10.00	
For each lawn sprinkler system on any one meter including backflow protection devices thereof		\$10.00	
For atmospheric-type vacuum breaker not included in item above:			
one to five		\$7.25	
over five, each		\$1.75	
For each backflow protective device other than atmospheric type vacuum breakers:			
two inch (51 mm) diameter and smaller		\$10.00	
over two inch (51 mm) diameter		\$21.50	
For each graywater system		\$57.00	
For initial installation and testing for a reclaimed water system		*	
For each annual cross-connection testing of a reclaimed water system (excluding initial test)		*	
For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas		\$68.00	
For each additional medical gas Inlet(s)/outlet(s)		\$7.00	
Other Inspections & Fees			
Inspections outside of normal business hours (minimum charge - two hours)	per hour	\$67.00	
Reinspection fees, per inspection		\$67.00	
Inspections for which no fee is specifically indicated (minimum charge - one half hour)	per hour	\$67.00	
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge - one half hour)	per hour	\$67.00	
*Per hour for each hour worked, minimum charge: one hour			
Encroachment Permit	first \$1500 construction value	\$25.00	
Encroachment Permit	over \$1500 construction value \$25.00 plus 2.5% of construction value		
Encroachment Permit extension		\$250.00	
Planning Fees			
Annexation - 10% petition		\$250.00	
Annexation - 60% petition		\$1,250.00	
Appeal Fee		\$330.00	
Archaeological Review		\$110.00	

City of Camas Fee Schedule			
Fee Description	Notes	Fee	Notes
Binding Site Plan	\$1,575 plus \$20 per unit	\$1,575.00	plus \$21 per unit
Boundary Line Adjustment		\$85.00	
Comprehensive Plan Amendment		\$1,650.00	
Conditional Use Permit - Residential	\$2,856 plus \$92 per unit	\$2,856.00	plus \$95 per unit
Conditional Use Permit - Non-Residential		\$3,650.00	
Continuance of Public Hearing		\$280.00	
Critical or Sensitive Areas	fee per type - wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat	\$650.00	
Design Review - Minor		\$366.00	
Design - Review -Committee		\$1,673.00	
Development Agreement	first hearing	\$745.00	
Development Agreement Continuance	each additional hearing	\$280.00	
Engineering Review Fee	3% of estimated construction costs		
Home Occupation - Minor Notification		None	
Home Occupation - Major		\$25.00	
LI/BP Development	\$3,650 plus \$35 per 1,000 sf of GFA	\$3,650.00	plus \$35.75 per 1,000
Lot Line Adjustment		\$85.00	
Minor Modifications to Approved Development		\$165.00	
Modification to Approved Construction Plans		\$350.00	
Planned Residential Development	\$27 per unit plus subdivision fee	\$27.00	
Plat, Preliminary - Short Plat	4 lots or less: \$1,615 per lot	\$1,615.00	
Plat, Preliminary - Short Plat	5 lots or more: \$6,055 plus \$210 per lot	\$6,055.00	plus \$215 per lot
Plat, Preliminary Subdivision	\$6,055 plus \$210 per lot	\$6,055.00	plus \$215 per lot
Plat, Final - Short Plat		\$165.00	
Plat, Final - Subdivision		\$997.00	
Plat Modification/Alteration		\$515.00	
Pre-Application Conference for Type III or IV	General	\$290.00	
Pre-Application Conference for Type III or IV	Subdivision	\$752.00	
SEPA		\$685.00	
Shoreline Permit		\$745.00	
Sign Permit - General Sign	exempt if building permit is required	\$33.00	
Sign Permit - Master Sign Permit		\$100.00	
Site Plan Review - Residential	\$953 plus \$25 per lot	\$953.00	
Site Plan Review - Non-Residential	\$2,400 plus \$55 per 1,000 sf of GFA	\$2,400.00	plus \$56 per lot
Site Plan Review - Mixed Use	\$3,350 plus \$25 per residential unit plus \$55 per 1,000 sf of GFA	\$3,350.00	plus \$26 per lot plus \$56 per 1,000 sf of GFA
Temporary Use Permit		\$65.00	
Unclassified Use Permit - Residential	\$2,856 plus \$92 per unit	\$2,856.00	plus \$95 per unit
Unclassified Use Permit - Non-Residential		\$3,650.00	
Variance	minor or major	\$588.00	
Zone Change	single tract	\$1,650.00	
Sexually Oriented Businesses			
Live Entertainment Application Fee		\$750.00	
Live Entertainment License Fee	Renewal Date 12/31	\$250.00	
Live Entertainment Renewal Fee		\$250.00	
Live Entertainment Renewal Fee - 1/2 Year	After 6/30	\$125.00	
Other Sexually Oriented Business Application Fee		\$500.00	
Other Sexually Oriented Business License Fee	Renewal Date 12/31	\$250.00	
Other Sexually Oriented Business Renewal Fee		\$250.00	
Other Sexually Oriented Business Renewal Fee - 1/2 Year	After 6/30	\$125.00	

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
Manager's License Application Fee		\$100.00	
Manager's License Fee	Renewal Date 12/31	\$50.00	
Manager's License Renewal Fee		\$50.00	
Manager's License Renewal Fee - 1/2 Year	After 6/30	\$25.00	
Entertainer's License Application Fee		\$100.00	
Entertainer's License Fee	Renewal Date 12/31	\$50.00	
Entertainer's License Renewal Fee		\$50.00	
Entertainer's License Renewal Fee - 1/2 Year	After 6/30	\$25.00	
Ambulance			
ALS In-District		\$695.00	
ALS Out-of-District		\$1,110.00	
BLS In-District		\$695.00	
BLS Out-of-District		\$1,110.00	
Non-emergency transport		\$510.00	
Patient treated - no transport		\$180.00	
Extra Attendant		\$150.00	
Mileage (in district)	per mile	\$15.60	
Mileage (out of district)	per mile	\$18.20	
Late Fee		\$25.00	
Ambulance - annual license		\$50.00	
Cemetery			
In City Rates			
Lots - Full Burial			
Adult - Flat Marker		\$950.00	
Adult - Upright Marker		\$1,800.00	
Child under 5 years in Garden of Angels		\$250.00	
Cremains			
Single Niche Garden of Faith		\$750.00	
Single Niche Garden of (TBD) Premium		\$900.00	
Single Niche Garden of (TBD) Standard		\$750.00	
Double Niche Premium		\$1,500.00	
Double Niche Standard		\$1,250.00	
4 x 4 Foot Ground Lot		\$450.00	
Out of City Rates			
Lots - Full Burial			
Adult - Flat Marker		\$1,425.00	
Adult - Upright Marker		\$2,700.00	
Child under 5 year in Garden of Angels		\$250.00	
Cremains			
Single Niche Garden of Faith		\$1,125.00	
Single Niche Garden of (TBD) Premium		\$1,350.00	
Single Niche Garden of (TBD) Standard		\$1,125.00	
Double Niche Premium		\$2,250.00	
Double Niche Standard		\$1,875.00	

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
4 x 4 Foot Ground Lot		\$675.00	
Both In City/Out of City Rates			
Liners			
Adult Line Standard		\$450.00	
Child/Infant under 5 years Liner for Garden of Angels		\$150.00	
Creman Liner (Urn Vaults)		\$195.00	
Open & Close Fees			
Adult - Full Burial		\$600.00	
Saturday Fee (in addition to)		\$200.00	
Sunday Fee (in addition to)		\$300.00	
Child - Full Burial Garden of Angels Only		\$300.00	
Infant - Full Burial Garden of Angels Only		\$300.00	
Saturday Fee (in addition to)		\$200.00	
Sunday Fee (in addition to)		\$300.00	
Cremanins - Added with a Full Burial Lot		\$285.00	
Cremanins - 4 x 4 Lot		\$285.00	
Cremanins - Niche Wall (includes engraving)		\$350.00	
For Each Opening After First		\$350.00	
Cremanins - Saturday (in addition to)		\$200.00	
Cremanins - Sunday (in addition to)		\$300.00	
Disinterment Charges		\$1,000.00	
Locating Fees & Staking Fees			
Staking & Inspection (grave lots)		\$90.00	
Staking & Inspection (creman lots)		\$90.00	
Markers			
Remembrance Wall - Inscription		\$150.00	
Marker Clean-Up Kit		\$50.00	
Additional/Optional Set Up Charges			
Tent, Greens, Chairs - Full Burial		\$50.00	
Tent, Greens, Chairs - Cremanins Lot		\$50.00	
Tent, Greens, Chairs - Cremanins Niche		\$50.00	
Miscellaneous Additional Charges			
Endowment Fund Lot		\$150.00	
Endowment Fund Niche		\$75.00	
Deed Transfers/Replacement Deeds		\$25.00	
Second Rite of Burial	one full burial & two cremanins/three cremanins per lot	\$300.00	
Other License & Permits			
Dog License - life time		\$25.00	
Dog License - replacement		\$5.00	
Guard Dog		\$50.00	
Impound Fee		\$35.00	
Second Impound Fee		\$50.00	
Boarding		\$5.00	
Pawnbroker's/Second Hand Dealer - 2 yr. license		\$100.00	
Solicitor's License application/back ground check		\$40.00	

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
Solicitor's License		\$25.00	
Special Event Permit		\$35.00	
Taxicab - annual license	issued after 7/1 - half of fee	\$35.00	
Taxicab per vehicle		\$10.00	
Taxi Driver's license		\$5.00	
Taxi Driver's License Renewal		\$5.00	
Utilities			
Sanitation - Extra Garbage			
Barbeque		\$5.00	
Bath Tub		\$10.00	
Bicycle		\$10.00	
Box Spring		\$15.00	
Car Tire		\$6.00	
Car Tire w/Rim		\$10.00	
Chair/Recliner		\$10.00	
Christmas Tree		\$10.00	
Couch		\$20.00	
Dishwasher		\$20.00	
Dryer		\$20.00	
Freezer		\$40.00	
Lawn Mower		\$6.00	
Love Seat		\$20.00	
Mattress		\$15.00	
Microwave (Large)		\$6.00	
Microwave (Small)		\$3.00	
Refrigerator		\$40.00	
Stove		\$20.00	
Table		\$20.00	
Television (Large Screen)		\$ by Size	
Television (Small)		\$15.00	
Toilet		\$12.00	
Treadmill		\$15.00	
Truck Tire		\$22.00	
Truck Tire w/rim		\$32.00	
Washer		\$20.00	
Water Heater		\$20.00	
Other Items not listed		to be determined by PW Director	
FIRE DEPARTMENT			
Development Review			
Commercial Site Plans - Review Fee		\$180.00	
Commercial Site Plans - Inspection Fee		\$180.00	
Subdivision or PRD - Review Fee		\$150.00	
Subdivision or PRD - Inspection Fee		\$150.00	
Pre-Application Conference - Review Fee		\$120.00	
Other Land Use Applications - Review Fee		\$120.00	
Other Land Use Applications - Inspection Fee		\$120.00	
Building Construction/Change of Use or Occupancy			
A,B,E,F,M,R Occupancies 0-1,000 sq. ft. - Plan Review Fee			
A,B,E,F,M,R Occupancies 0-1,000 sq. ft. - Inspection Fee			

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
A,B,E,F,M,R Occupancies 1,001-5,000 sq. ft. - Plan Review Fee			
A,B,E,F,M,R Occupancies 1,001-5,000 sq. ft. - Inspection Fee			
A,B,E,F,M,R Occupancies 5,001-10,000 sq. ft. - Plan Review Fee			
A,B,E,F,M,R Occupancies 5,001-10,000 sq. ft. - Inspection Fee			
A,B,E,F,M,R Occupancies 10,001-40,000 sq. ft. - Plan Review Fee			
A,B,E,F,M,R Occupancies 10,001-40,000 sq. ft. - Inspection Fee			
Each Additional 40,000 sq. ft. - Inspection Fee			
Each Additional 40,000 sq. ft. - Plan Review Fee			
A Review Fee		\$180.00	
A Inspection Fee		\$120.00	
B Review Fee		\$120.00	
B Inspection Fee		\$120.00	
E Review Fee		\$270.00	
E Inspection Fee		\$240.00	
Portable Classroom - Review Fee		\$90.00	
Portable Classroom - Inspection Fee		\$90.00	
F Review Fee		\$120.00	
F Inspection Fee		\$120.00	
H1 Occupancy - Review Fee		\$240.00	
H1 Occupancy - Inspection Fee		\$240.00	
H2 Occupancy - Review Fee		\$240.00	
H2 Occupancy - Inspection Fee		\$240.00	
H3 Occupancy - Review Fee		\$270.00	
H3 Occupancy - Inspection Fee		\$270.00	
H4 Occupancy - Review Fee		\$180.00	
H4 Occupancy - Inspection Fee		\$180.00	
H6 Occupancy - Review Fee		\$330.00	
H6 Occupancy - Inspection Fee		\$330.00	
H7 Occupancy - Review Fee		\$210.00	
H7 Occupancy - Inspection Fee		\$210.00	
I Occupancy - Review Fee		\$180.00	
I Occupancy - Inspection Fee		\$120.00	
M Occupancy - Review Fee		\$150.00	
M Occupancy - Inspection Fee		\$150.00	
R Occupancy - Review Fee		\$90.00	
R Occupancy - Inspection Fee		\$90.00	
S Occupancy - Review Fee		\$120.00	
S Occupancy - Inspection Fee		\$120.00	
Each additional 10,00 sq. ft. - Review Fee			
Each additional 10,00 sq. ft. - Inspection Fee			
Minor Remodel - less than \$1,000 Review Fee		\$60.00	
Minor Remodel - less than \$1,000 Inspection Fee		\$60.00	
Change of Use or Occupancy - Review Fee		\$120.00	
Change of Use or Occupancy - Inspection Fee		\$120.00	
Building or Structure for Special or Temporary Use - Review Fee		\$90.00	
Building or Structure for Special or Temporary Use - Inspection Fee		\$90.00	
Fire Alarm System			
Fire Alarm System - One Zone - Review Fee		\$90.00	
Fire Alarm System - One Zone - Inspection Fee		\$90.00	
Fire Alarm System - Two or more Zones - Review Fee		\$180.00	
Fire Alarm System - Two or more Zones - Inspection Fee		\$120.00	

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
Each Additional Zone - Review Fee			
Each Additional Zone - Inspection Fee			
Fire Extinguishing System			
New System NFPA 13 - Single Riser - Review Fee		\$180.00	
New System NFPA 13 - Single Riser - Inspection Fee		\$180.00	
Each Additional Riser - Review Fee		\$180.00	
Each Additional Riser - Inspection Fee		\$180.00	
New System NFPA 13D (Single Family) - Inspection Fee			
Alteration to Fire Sprinkler Systems - Review Fee		\$60.00	
Alteration to Fire Sprinkler Systems - Inspection Fee		\$60.00	
New System NFPA 13R (Per Building) - Review Fee		\$120.00	
New System NFPA 13R (Per Building) - Inspection Fee		\$120.00	
Underground Fire Sprinkler Mains - Review Fee		\$90.00	
Underground Fire Sprinkler Mains - Inspection Fee		\$90.00	
Standpipe System - Review Fee		\$60.00	
Standpipe System - Inspection Fee		\$60.00	
Commercial Cooking Extinguishing System/Protection - Review Fee		\$90.00	
Commercial Cooking Extinguishing System/Protection - Inspection Fee		\$90.00	
Other Extinguishing Systems - Review Fee		\$150.00	
Other Extinguishing System -s Inspection Fee		\$150.00	
Fire Pumps and Private or Dedicated Fire Hydrant Systems - Review Fee		\$150.00	
Fire Pumps and Private or Dedicated Fire Hydrant Systems - Inspection Fee		\$150.00	
Hazardous Operations			
Smoke Removal Systems - Review Fee		\$150.00	
Smoke Removal Systems - Inspection Fee		\$150.00	
Fire Pump Systems - Review Fee		\$150.00	
Fire Pump Systems - Inspection Fee		\$150.00	
Application of Flammable Finishes - Review Fee		\$150.00	
Application of Flammable Finishes - Inspection Fee		\$150.00	
Commercial Drying Ovens - Review Fee		\$90.00	
Commercial Drying Ovens - Inspection Fee		\$90.00	
Organic Coating Systems - Review Fee		\$90.00	
Organic Coating Systems - Inspection Fee		\$90.00	
Dip Tanks, Listed Spray Booths - Review Fee			
Dip Tanks, Listed Spray Booths - Inspection Fee			
Unlisted Spray Booths - Review Fee			
Unlisted Spray Booths - Inspection Fee			
Semiconductor Fabrication HPM Tool Installation - Review Fee		\$150.00	
Semiconductor Fabrication HPM Tool Installation - Inspection Fee		\$150.00	
Other Hazardous Material Equipment & Systems - Review Fee		\$150.00	
Other Hazardous Material Equipment & Systems - Inspection Fee		\$150.00	
Compressed Gas System (greater than exempt amounts) - Review Fee		\$180.00	
Compressed Gas System (greater than exempt amounts) - Inspection Fee		\$180.00	
Refrigeration Systems - Review Fee			
Refrigeration Systems - Inspection Fee			
LPG Tank Installation (greater than 125 gal.) - Review Fee		\$90.00	
LPG Tank Installation (greater than 125 gal.) - Inspection Fee		\$90.00	
Dispensing of LPG - Review Fee			
Dispensing of LPG - Inspection Fee			
Aerosols - Review Fee		\$90.00	

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
Aerosols - Inspection Fee		\$90.00	
High-Piled Combustible Storage - Inspection Fee		\$180.00	
High-Piled Combustible Storage - Review Fee		\$180.00	
Hazardous Materials			
Storage, Dispensing & Use of Hazardous Materials - Review Fee		\$240.00	
Storage, Dispensing & Use of Hazardous Materials - Inspection Fee		\$240.00	
HMIS - Review Fee		\$120.00	
HMIS - Inspection Fee		\$120.00	
HMMP - Review Fee		\$180.00	
HMMP - Inspection Fee		\$180.00	
Explosive Materials			
Explosive Storage & Use/Blast Permit - Review Fee		\$120.00	
Explosive Storage & Use/Blast Permit - Inspection Fee		\$120.00	
Storage of black or smokeless powder, small arms ammunition, precession caps, and primers for consumer consumption - Review Fee			
Storage of black or smokeless powder, small arms ammunition, precession caps, and primers for consumer consumption - Inspection Fee			
Manufacture, assembly, testing of ammunition, fireworks, blasting agents, and other explosives or explosive material - Review Fee			
Manufacture, assembly, testing of ammunition, fireworks, blasting agents, and other explosives or explosive material - Inspection Fee			
Other storage, use, handling, or demolition of explosives or explosive material - Review Fee			
Other storage, use, handling, or demolition of explosives or explosive material - Inspection Fee			
Magazines (Explosives) - Review Fee		\$120.00	
Magazines (Explosives) - Inspection Fee		\$120.00	
Fireworks Stand - Review Fee		\$50.00	
Fireworks Stand - Inspection Fee		\$50.00	
Display - Review Fee		\$120.00	
Display - Inspection Fee		\$120.00	
Pyrotechnic special effects - Review Fee			
Pyrotechnic special effects - Inspection Fee			
Decommissioning Underground Storage Tank - Review Fee		\$90.00	
Decommissioning Underground Storage Tank - Inspection Fee		\$60.00	
High-Piled Combustible Storage			
Designated storage area 501 - 2,500 sq. ft. - Review Fee			
Designated storage area 501 - 2,500 sq. ft. - Inspection Fee			
Designated storage area 2,501 - 12,000 sq. ft. - Inspection Fee			
Designated storage area 2,501 - 12,000 sq. ft. - Review Fee			
Designated storage area 12,001 - 20,000 sq. ft. - Review Fee			
Designated storage area 12,001 - 20,000 sq. ft. - Inspection Fee			
Designated storage area 20,001 - 30,000 sq. ft. - Review Fee			
Designated storage area 20,001 - 30,000 sq. ft. - Inspection Fee			
Each additional 30,000 sq. ft. or portion thereof - Review Fee			

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
Each additional 30,000 sq. ft. or portion thereof - Inspection Fee			
Cryogenic Systems, process or product - Review Fee		\$90.00	
Cryogenic Systems, process or product - Inspection Fee		\$90.00	
Each tank or vessel - Review Fee			
Each tank or vessel - Inspection Fee			
Candles & Open Flames in Places of Assembly - Review Fee		\$12.00	
Candles and Open Flames in Places of Assembly - Inspection Fee		\$12.00	
Other Fire Permits			
Revision for Plans Submitted for Review	50% of Original Fee		
Revision to plan previously submitted			
Investigation Fee (work started with a permit) - Review Fee		Double	
Investigation Fee (work started with a permit) - Inspection Fee		Double	
Re-inspection Fees		\$90.00	
Use of Consultant for Plan Review and Inspections - Review Fee			
Use of Consultant for Plan Review and Inspections - Inspection Fee			
Other plan reviews or permits required by the International Fire Code - Review Fee			
Other plan reviews or permits required by the International Fire Code - Inspection Fee			
Blasting Permit	valid for 12 month period	\$250.00	
Blasting Permit	invoice for actual costs if exceed permit fee		
Controlled Burn	\$.50 per sq. ft. minimum \$1,000, maximum \$2,000		
Hydrants			
Witness Flow Test - Inspection Fee			
LIBRARY			
Meeting Rooms			
Room A			
Maintenance Charge:			
Non-Profit		no charge	
Private Functions	per hour	\$40.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$50.00	
For-Profit	per hour	\$40.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$50.00	
Room B			
Maintenance Charge:			
Non-Profit		no charge	
Private Functions	per hour	\$40.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$50.00	
For-Profit	per hour	\$40.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$50.00	
Rooms A & B			
Maintenance Charge:			
Non-Profit		no charge	
Private Functions	per hour	\$80.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$50.00	
For-Profit	per hour	\$80.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$50.00	
Kitchen Use			

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
Non-Profit		\$10.00	
Private Functions		\$25.00	
For Profit		\$25.00	
Closed Hours Staffing Fee			
Non-Profit	per hour in addition to hourly charge	\$50.00	
Private Functions	per hour in addition to hourly charge	\$50.00	
For Profit	per hour in addition to hourly charge	\$50.00	
Non-refundable application fee			
Non-Profit		waived	
Private Functions		\$10.00	
For Profit		\$10.00	
Non-Resident Annual Fees			
Household		\$115.00	
Operational Charges			
Photocopy/Printing	ten black and white per person, per day	no charge	
Black & White Photocopy/Printing	over 10 per person, per day, each	\$0.10	
Color Photocopy/Printing	each	\$0.50	
Lost & Damaged Materials: Default prices if not noted in bib record			
Adult hardback books		\$25.00	
Juvenile & young adult hardback		\$20.00	
Picture book		\$20.00	
Trade paperbacks - adult		\$20.00	
Trade paperbacks - easy, juvenile, young adult		\$15.00	
Mass market paperback		\$9.00	
Boardbook		\$5.00	
Reference book		replacement price	
Magazines & pamphlets		\$6.00	
Interlibrary loan	when overdue one day	\$50.00	
Audio tape or CD set		replacement price	
Audio cassettes (single)		\$10.00	
Audio cassette or CD case		\$10.00	
Audio CD (single)		\$15.00	
Playaway	minimum	\$45.00	
Video		replacement price	
Video case - single		\$2.00	
Video case - double		\$4.00	
DVD	or replacement price	\$25.00	
DVD case		\$2.00	
Music Cassette		replacement price	
Music CD		replacement price	
CD jewel case		\$2.00	
Book discussion kit		\$100.00	
Processing Fee			
PARKS & RECREATION FEES			
Camas Community Center Rental			
Reception Room - Midweek	per day	\$60.00	
Reception Room - Weekend	per day	\$120.00	

City of Camas Fee Schedule

Fee Description	Notes	Fee	Notes
Reception Room - Long Term Use	per hour	\$7.50	
Conference Room - Midweek	per day	\$30.00	
Conference Room - Weekend	per day	\$60.00	
Conference Room - Long Term Use	per hour	\$7.50	
Ball Room - Midweek	per day	\$80.00	
Ball Room - Weekend	per day	\$225.00	
Ballroom - Long Term Use	per hour	\$7.50	
Kitchen - Midweek	per day	\$20.00	
Kitchen - Weekend	per day	\$40.00	
Kitchen - Long Term Use	per hour	\$7.50	
Microphones - Midweek	per day	\$20.00	
Microphones - Weekend	per day	\$40.00	
Microphones - Long Term Use	per hour	\$7.50	
Sound System - Midweek,	per day	\$50.00	
Sound System - Weekend	per day	\$50.00	
Sound System Projector - Midweek	per day	\$75.00	
Sound System Projector - Weekend	per day	\$75.00	
Deposit - refundable		\$200.00	
Alcohol Use Fee		\$100.00	
Key Call Back Fee		\$150.00	
Midweek is Monday through Thursday and Friday until 2:00 p.m.			
Weekends are Fridays after 2:00 p.m. through Sunday			
No rental fee will be charged to non-profit groups who are community-based and IRS recognized, City of Camas sponsored events, school sponsored events or governmental agencies that reserve the facility Monday through Thursday, between the hours of 8:00 a.m. and 5:00 p.m. and Friday before 2:00 p.m.			
Camas residents will receive 20% discount			
Long Term Users will be charged \$7.50/hr. - must pay for 6 months to be long term user			
No Rental Fee to Non-Profit Groups Monday through Thursday			
Fallen Leaf Lake Park Rental			
Fridays, Saturdays, Sundays and Holidays	per day	\$225.00	
Monday through Thursday	per day	\$125.00	
Deposit - refundable		\$200.00	
Alcohol Use Fee		\$100.00	
Key Call Back Fee		\$150.00	
Camas residents will receive 20% discount			
Non-profit groups renting on weekends will be charged mid-week rates			
Lacamas Lake Lodge Rental			
Main Hall	hourly; Saturday-5 hr. minimum; all other days-2 hrs. minimum	\$150.00	
Deposit - refundable	per day	\$500.00	

City of Camas Fee Schedule			
Fee Description	Notes	Fee	Notes
Room 1A	hourly; Saturday-5 hr. minimum; all other days-2 hrs. minimum	\$25.00	
Deposit - refundable	per day	\$200.00	
Room 1B	hourly; Saturday-5 hr. minimum; all other days-2 hrs. minimum	\$25.00	
Deposit - refundable	per day	\$200.00	
AV Equipment	per day	\$100.00	
Alcohol Use Fee		\$100.00	
Key Call Back Fee		\$150.00	
Non-profit will receive a 50% discount off the hourly rate			
Cancellation must be received a minimum of 61 days prior to the event to receive a full refund. A 50% refund will be allowed if cancellation notices is received 30-60 days prior to the event. No refunds will be made with less than a 30 day notice.			
Swimming Pool Fees			
Youth/Senior Admissions		\$3.00	
Youth/Senior Pass - 10		\$25.00	
Youth/Senior Pass - 25		\$62.50	
General Admission		\$4.00	
General Pass - 10		\$35.00	
General Pass - 25		\$87.50	
Teen Pass		\$65.00	
Lessons		\$57.00	
Private Lessons - Single		\$25.00	
Private Lessons - 10		\$200.00	
Rentals	per half hour up to 40 swimmers	\$110.00	
Other Activities		varies	
POLICE DEPARTMENT			
Police Case Reports six (6) pages and under (no charge to victim)		\$5.00	
Police Case Reports over six (6) pages (no charge to victim)		\$10.00	
State Accident Reports (no charge to driver)		\$5.00	
Immigration Checks		\$10.00	
Visa/Clearance Letters		\$10.00	
Fingerprint Cards	per card	\$12.00	
Record Checks/Non-Criminal Justice Agency inc. Military Services		\$10.00	
Work crew Sign-Up Fee		\$20.00	

After recording, return to:

RANDALL B. PRINTZ
Landerholm, Memovich,
Lansverk & Whitesides, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

Space Above for Recording Information Only

DEVELOPMENT AGREEMENT

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

RECITALS

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

WHEREAS, the City and the Owner recognize this area will develop over a period of years and wish to provide predictability about the development standards that will apply to the Property over the course of its full development in order to increase efficient use of urban services; provide compatibility amongst the various phases of the Property as they develop; and to allow for substantial environmental review to occur prior to any development, recognizing that Washington’s State Environmental Policy Act discourages piecemeal review; and,

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

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

WHEREAS, pursuant to RCW 36.70B.170, a Development Agreement may set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement; which statute provides:

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

Section 2. Term of Amendment. This Agreement shall commence upon the Effective Date, and shall be valid for a period of fifteen (15) years; unless extended or terminated by mutual consent of the Parties; provided however, if this Agreement or any initial land use applications related to the Property and filed within one year of the effective date of this Agreement, are appealed, the term of this Amendment shall be tolled for the time during which the appeal is pending or 18 months, whichever is less.

Section 3. Previous Agreements. The parties agree that the Pre-Annexation Agreement dated May 22, 2008 and recorded under Clark County Auditor's No. 4458438 and the Agreement dated December 21, 2009, between GM Camas LLC and the City, recorded under Clark County Auditor's No. 4636619 are intended to be completely superseded by this by this Agreement with respect to the Property and those agreements will no longer apply to the Property or be binding on the parties.

Section 4. Vesting. Any land use applications submitted with respect to the Property during the term of this Amendment, shall be vested to: (1) the following zoning, land use regulations and Development Standards in effect on the effective date of this Agreement, unless otherwise provided for in this Agreement: CMC title 13 Divisions I, II, and IV; CMC title 14.02.050 and resolution 1193 adopting the 2012 SMMWW; CMC title 16.01-16.21; CMC 16.31; CMC Title 17 and CMC Title 18 Any land use approvals affecting the Property issued after the effective date of this Agreement shall remain in effect during the term of this Agreement, regardless of the time period that they would have otherwise been valid for; provided however, that preliminary plat approvals shall be valid for a period of seven years from the date of the approval, regardless of whether the end of such seven years occurs during or after the term of this Agreement. Nothing in this section shall preclude the City from extending such preliminary plat approval beyond seven years if the City determines such act is appropriate. An archeological pre-determination report shall be required for the project with an application for a Planned Residential Development. The City, based upon review of the archeological predetermination report, may require additional surveys, studies, or mitigation. The City is currently considering amendments to its zoning code that would (a) expressly provide for commercially zoned property to be included in a Planned Residential Development under certain prescribed conditions. While nothing in this Amendment shall be construed as indicating or requiring that the City will adopt such regulations, in the event that the City does adopt such regulations, the Property may be developed utilizing those regulations without waiving any of the rights vested under this Agreement. The vesting provided for under this Agreement shall not apply to System Development Charges, Impact Fees or application or review fees.

Section 5. Master Plan. Attached as Exhibit “B” and incorporated by reference herein, is a Mixed Use Master Plan (Master Plan). The Master Plan will provide the Parties with predictability regarding the future development of the Property including any associated offsite improvements related to transportation or utilities. Future development of the Property shall be generally consistent with the Master Plan. Planning standards that the Owner may utilize for the Master Plan are provided for in Section 5.6. The property shall be developed with a maximum of 1,300 dwelling units and reserve a net 8.8 acres of undeveloped land for construction of commercial uses within the Urban Village area. At the sole discretion of the City, for each additional full acre of net developed commercial land within the Urban Village area beyond the initial 8.8 acres, an additional residential bonus of 40 units may be granted and applied to the overall property. In no event, shall more than 1400 dwelling units be developed on the Property. It is contemplated by the parties that due to the number of years it will likely take the project to fully build out, changing market conditions, future urban growth boundary expansion considerations and other factors, the parties may wish to revisit some portions of the Master Plan, including raising the maximum number of residential units or commercial square footage. While nothing contained herein shall be construed to obligate either party to amend the Master Plan, it is recognized that future evolution of the City may warrant consideration of such issues.

Section 5.1 SEPA. Pursuant to the State Environmental Policy Act (SEPA), piecemeal environmental review is to be discouraged. As such, the Parties wish for SEPA review to be accomplished as part of the Agreement for as many of the Master Plan’s potential adverse environmental impacts as can be reasonably analyzed, based upon current information submitted with this Agreement, including, but not limited to, the conceptual master plan, traffic study, tree analysis, GIS data as to the general presence of wetlands on some portions of the Property, ELS letter addressing off site impacts of storm water to surrounding plant and wetland communities. This may be done under the Consolidated Review provisions of SEPA. The SEPA checklist attendant with this Agreement identifies various potential adverse impacts including transportation, parks, trees, wetlands sewer, water and storm water. The Checklist also identifies a variety of technical reports or information that provides a basis for the proposed mitigation or partial mitigation of these impacts. It is the intent of this Agreement and its attendant SEPA process, to have the City issue a Threshold Determination (as that term is utilized in RCW 43.21C) on the identified impacts of the implementation of the Master Plan. Impacts that are identified at future stages of the development, i.e., Planned Residential Development approval or Preliminary Plat approval, that have been previously analyzed through this or other SEPA processes, shall not be re-analyzed; provided the future identified adverse impacts are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Nothing in this Section shall preclude the City from requesting information on the potential adverse environmental impacts associated with a specific preliminary plat application that have not been previously analyzed as required under the State Environmental Policy Act.

Section 5.2 Parks. The Master Plan includes an extensive park/open space/trail network that can easily be accessed on foot, bike or by auto. This network provides developed and undeveloped areas of active and passive recreation, connected by a trail system that runs throughout the project. Attached as Exhibit "C", which is incorporated by reference herein, is a parks/open space/trail plan and summary sheet which describes the major components of the recreational network. It is anticipated that, (assuming appropriate amendments are made to the Parks Plan and Park Impact Fee program that provides PIF credits in an amount acceptable to the Owner) future development phases of the Property shall implement the applicable parks/open space/trail portion of the Master Plan, or something substantially similar thereto. The Parties agree that a park in this area that would in whole or in part be Park Impact Fee Creditable. However, as of the date of this Agreement, specificity as to the size of the park or the extent of improvements of the park; or the amount of Park Impact Fee credits that would be available for park land dedication or construction of improvements has not yet been determined. Because of these factors, the Parties agree to work together through the Parks Plan update and Park Impact Fee program update to arrive at an agreement regarding the size and improvements of the park to be created by the Owner and the amount of Park Impact fee Credits that would be issued to the Owner for the construction and dedication of the park.

Section 5.3 Transportation. Kittelson and Associates Transportation Engineers and the City have analyzed the transportation impacts of the full development of the Property as depicted in the Master Plan. The attached analysis includes consideration of the transportation impacts of 1,300 hundred residential units.. The Property at full development will increase the existing number of PM peak hour trips on the transportation system by ___ trips. Based upon Kittelson's and the City's analysis, the future development of the Property (PRD and Preliminary Plat approval) shall be conditioned upon the mitigation measures and timing of construction as provided for in Exhibit "D", which is attached hereto and incorporated herein. The Property shall be vested during the term of this Agreement with ___ PM peak hour and ___ average daily trips and no additional off site transportation mitigation or analysis will be required during the term of this Agreement; provided however, that in the event the Owner proposes uses or intensities of uses that would cause the total number of PM Peak or Average Daily trips to exceed the number of trips analyzed as part of this Agreement, then the City may require additional transportation analysis and lawful mitigation. The transportation vesting provided for in this Section shall be subject to the mitigation measures and the timing provided for in Exhibit "D". Some of the transportation improvements (either on Goodwin Road, Ingle Road or off site) may be on the City's Transportation Capital Facility Plan. The Owner or successor in interest to the Property, upon construction of such qualifying transportation improvement, shall receive Transportation Impact Fee Credits, but only if such improvements are eligible for Credits under the City's applicable Capital Facilities Plan and Transportation Impact Fee programs.

Section 5.4 Tree Preservation. The Property has been previously logged and portions cleared for a golf course, but there remain a large number of trees of varying species

on the Property. In order to enhance the ability to preserve trees in a predictable manner, the Parties wish to provide a comprehensive tree preservation plan for the future development of the Property, rather than through a piece meal approach whereby tree preservation is determined on a phase by phase basis as the Property develops over many years. In addition to the preservation of nearly five thousand trees, over 2,000 trees will be planted in conjunction with the development of the property consistent with the City's landscape requirements. Attached as Exhibit "E", which is incorporated by reference herein, is a Comprehensive Tree Preservation Plan for the Master Plan. Future development phases of the Property shall implement and be consistent with the Comprehensive Tree Preservation Plan for each tree area identified in Exhibit E, , or something substantially similar thereto, as approved by the City. Compliance with the Tree Preservation Plan provided for in Exhibit "E" in a future PRD or other design or application for the development of the Property, will be deemed to satisfy the City's tree preservation regulations for the project as whole, including CMC 17.19.030. At the time any Preliminary Plat or Site Plan Review application, is applied for, the development applicant shall provide a report from a certified arborist or biologist regarding the health of the trees to remain in the development applied for to assure that no trees will be left standing that will cause an unreasonable risk of harm to future residents of the project.

Section 5.5 Planning Standards. The Parties: in recognizing the critical area constraints on the Property, particularly slopes and wetlands; the desire to reduce impacts to those critical areas; the Property's variety of different zoning designations, densities and uses; and, the desire to create a neighborhood environment that will offer a variety of housing types that will be functionally integrated through pedestrian, open space and trail connectivity, have created planning standards to enhance the Property's ability to achieve these and other goals. These standards may be used in addition to those that would otherwise be available through the City's PRD or density transfer provisions. Attached as Exhibit "F" is a set of these Planning Standards relating to various identified portions of the Conceptual Master Plan that may be used in the development of the property.

Section 5.6 Existing Covenant The parties agree the existing Conservation Covenant, recorded with the Clark County auditor under file #9608010075, shall expire and no longer apply to the Property upon approval of planned Residential Development of the entire property. Such PRD application shall be reviewed in absence of consideration of the covenant, but instead evaluate critical areas based upon current analysis and regulations. Notwithstanding the expiration of the Conservation covenant, the City may, as part of a development review process, require separate conservation covenants to be recorded as part of mitigating any critical or sensitive area impacts

Section 6 Storm Water Regulations. With respect to Storm water Standards only, during the term of this Agreement the Property shall adhere to and be regulated by the rules and regulations and ordinances that are in effect on the date of this Agreement; specifically, CMC title 14.02.050 and resolution 1193 adopting the 2012

SMMWW The Parties recognize that there may be opportunities for regional storm water strategies or facilities in the North Lacamas Lake area. The Parties agree to continue to explore with each other and with interested third parties options for regional storm water strategies / facilities in this area.

Section 6.1. The City shall have no liability for any damages or losses suffered by the Owner or the Owner's successors if a federal or state agency takes action that voids, nullifies or preempts the City's agreement to permit vesting under this Agreement. Owner and Owner's successors shall further indemnify and hold harmless the City of Camas from any and all liability, including third party liability, under any applicable state or federal regulations including, but not limited to, the Clean Water Act, for any actual or alleged violation of said regulations arising from the City's agreement to allow the vesting described in this Section 6.1 or in the event said third party or agency challenges the adoption of this Agreement within the applicable timeframes. In such event, the City, in its sole discretion, may require the owner or the owner successors to post a bond in an amount deemed reasonably sufficient to cover all costs and expenses associated with any claim or action for liability as described herein, including reasonable attorney's fees to be incurred by the City in defending any third party claim. Upon notice of any claim or action for liability against City relating to this Section, the City shall timely notify Owner or Owner's successors of their duties for indemnification of the City. Within ten (10) days of such notice, Owner may, at Owner's sole discretion, revoke its vested rights to the City's current storm water standards arising under this section by giving written notice of such revocation to the City. Upon such revocation, the Owner shall have no further liability to the City or obligation to indemnify the City. The Owner may choose to waive the vesting provided for in Section 6, if it notifies the City in writing. In that event, any fully complete development application submitted to the City and relating to the Property, shall vest to the storm water rules and regulations in effect at the time such application is submitted to the City. If the Owner chooses to waive the vesting provided for in Section 6, then all vested rights created in Section 6, shall become null and void, but such choice shall not affect any other provisions of this Agreement.

Section 7 Streetscape. Owner agrees to incorporate into its development application submittal package streetscape standards for primary streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian traffic. Owner streetscape standards will be consistent with the streetscape standards identified in Exhibit "G" or to the adopted streetscape standards, at the City's sole discretion, at the time of development approval. At the time of application, Owner shall further be required to meet the current City minimum Street standards in CMC 17.19 and the Camas Design Standards Manual.

Section 8 Significant Views. The property includes land (Green Mountain) that is recognized as an important scenic and forested backdrop to Lacamas Lake as viewed from roads and vistas around the lake, which in turn plays a role in defining the City's character.

The City's Comprehensive Plan identifies the goal of "preserving the scenic and aesthetic quality of shoreline areas and vistas to the greatest extent possible." The Comprehensive Plan also identifies as a strategies to achieve these goals: establishment and maintenance of a permanent open space network and greenways; and, preserving the visual integrity of the wooded hillsides that provide the backdrop for the City; including the preservation of natural vegetation, minimizing disruption of soils and slopes, maintaining drainage patterns and encouraging wildlife habitats. As such, any development application under this Amendment shall comply with CMC 16.33 including any necessary mitigation plan, prepared and reviewed in accordance with CMC 16.33. Compliance with this section shall include, but not be limited to, review of any Development Application for consistency with the policies under CMC Section 16.33.010(B) and may be conditioned or denied to mitigate views impacts consistent with CMC Section 16.33.010(B)(4), (5).

Section 9 Golf Course. The parties acknowledge that a portion of the property is currently utilized as a golf course and related uses, subject to a conditional use permit. Nothing contained within this Amendment shall be construed as an indication on the part of the City that such use is prohibited or constrained in any manner and such use may continue after the execution of this Agreement.

Section 10. Remedies. Should a disagreement arise between the City and Developer regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 11. Performance. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 12. Venue. This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 13. Severability. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 14. Inconsistencies. If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 15. Binding on Successors and Recording. The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective heirs, successors and assigns. Only Owner and the City or their assigns shall have the right to enforce the terms of this Amendment. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 16. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 17. Amendments. This Agreement may only be amended by mutual agreement of the parties. Pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Exhibits:

Exhibit A: Legal Description of Property

Exhibit B: Master Plan

Exhibit C: Park Plan

Exhibit D Transportation Mitigation

Exhibit E Tree Plan

Exhibit F Planning Standards

Exhibit G Streetscape Standards

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

CITY OF CAMAS

GREEN MOUNTAIN LAND LLC

By _____
Title _____

By _____
Title _____

STATE OF WASHINGTON)
) ss.
County of Clark)

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

DATED: _____, 2014.

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

STATE OF WASHINGTON)
) ss.
County of Clark)

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

DATED: _____, 2014.

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



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

EXHIBIT A

LEGAL DESCRIPTION FOR GREEN MOUNTAIN LAND, LLC
PERIMETER

May 27, 2014

A parcel of land in the South half of Section 17, the East half of Section 20, and the West half of Section 21, all in Township 2 North, Range 3 East of the Willamette Meridian in Clark County Washington, described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 17;

THENCE North $89^{\circ} 22' 57''$ West, along the North line of the South half of said Section 17, a distance of 3514.78 feet, more or less, to the centerline of Northeast Ingle Road;

THENCE South $01^{\circ} 53' 59''$ West, along said centerline, a distance of 477.58 feet to a point on a 335.00 foot radius curve to the left;

THENCE along said centerline, and along said 335.00 foot radius curve to the left (the long chord of which bears South $19^{\circ} 58' 22''$ East, a distance of 249.60 feet), an arc distance of 255.77 feet;

THENCE South $41^{\circ} 50' 43''$ East, along said centerline, a distance of 141.81 feet to a 675.00 foot radius curve to the right;

THENCE along said centerline, and along said 675.00 foot radius curve to the right (the long chord of which bears South $33^{\circ} 13' 03''$ East, a distance of 202.52 feet), an arc distance of 203.29 feet;

THENCE South $24^{\circ} 35' 23''$ East, along said centerline, a distance of 57.61 feet to a point on a 1200.00 foot radius curve to the left;

THENCE along said centerline, and along said 1200.00 foot radius curve to the left (the long chord of which bears South $28^{\circ} 02' 22''$ East, a distance of 144.41 feet), an arc distance of 144.50 feet;

THENCE South $31^{\circ} 29' 20''$ East, along said centerline, a distance of 190.47 feet;

THENCE South $30^{\circ} 43' 55''$ East, along said centerline, a distance of 678.85 feet;



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Vancouver, WA
98660

THENCE South 29° 58' 13" East, along said centerline, a distance of 238.24 feet to a point which bears South 59° 56' 15" West from a 1/2" iron pipe marking the Northwest corner of that parcel of land conveyed to Keith and Gloria Bakker by deed recorded under Auditor's File No. G 646584, records of Clark County;

THENCE leaving said centerline, North 59° 56' 15" East, a distance of 21.66 feet to said iron pipe on the North line of said Bakker parcel;

THENCE continuing North 59° 56' 15" East, along said North line, a distance of 329.81 feet to a 3/4" iron pipe and the Northeast corner thereof;

THENCE South 33° 49' 02" East, along the East line of said Bakker parcel, a distance of 667.95 feet to a 3/4" iron pipe at the Southeast corner thereof;

THENCE South 49° 37' 59" West, along the South line of said Bakker parcel, a distance of 353.18 feet, more or less, to the centerline of Northeast Ingle Road;

THENCE South 40° 25' 24" East, along said centerline, a distance of 178.15 feet to a point which bears South 06° 18' 14" West from a 1/2" iron pipe on an Easterly line of that parcel of land conveyed to James M. Bartmess by deed recorded under Auditor's File No. 8911140220, records of Clark County;

THENCE North 06° 18' 14" East, along said Easterly line, a distance of 71.63 feet to said iron pipe and to an angle point;

THENCE North 86° 45' 59" East, along the Southerly line of said Bartmess tract, a distance of 9.94 feet to the Northwest corner of that parcel of land conveyed to Ronald and Rhonda Warman by deed recorded under Auditor's File No. 9004270087, records of Clark County;

THENCE North 86° 58' 36" East, along the North line of said Warman parcel, a distance of 790.14 feet to the Northeast corner thereof;

THENCE South 02° 04' 33" West, along the East line of said Warman parcel, a distance of 973.64 feet, more or less to the Northeasterly right-of-way line of Northeast Ingle Road as conveyed to Clark County by deed recorded under Auditor's File No. 4217481 D, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE South 40° 25' 24" East, along said right-of-way line, a distance of 353.90 feet to a point on a 2030.00 foot radius curve to the right;

THENCE along said right-of-way, and along said 2030.00 foot radius curve to the right (the long chord of which bears South 37° 00' 37" East, a distance of 241.71 feet), an arc distance of 241.85 feet;

THENCE South 33° 35' 50" East, along said right-of-way, a distance of 1043.01 feet to a point on a 830.00 foot radius curve to the right;

THENCE along said right-of-way, and along said 830.00 foot radius curve to the right (the long chord of which bears South 23° 12' 47" East, a distance of 299.21 feet), an arc distance of 300.85 feet;

THENCE South 12° 49' 45" East, along said right-of-way, a distance of 392.70 feet to a point on a 770.00 foot radius curve to the left;

THENCE along said right-of-way, and along said 770.00 foot radius curve to the left (the long chord of which bears South 29° 32' 51" East, a distance of 443.01 feet), an arc distance of 449.36 feet;

THENCE South 46° 15' 59" East, along said right-of-way, and the Southerly projection thereof, a distance of 39.01 feet, more or less, to a point on the centerline of Northeast Goodwin Road;

THENCE North 43° 58' 00" East, along said centerline, a distance of 494.48 feet to a point on a 955.00 foot radius curve to the right;

THENCE along said centerline, and along said 955.00 foot radius curve to the right (the long chord of which bears North 56° 56' 15" East, a distance of 428.71 feet), an arc distance of 432.40 feet;

THENCE North 69° 54' 30" East, along said centerline, a distance of 354.84 feet to a point on a 955.00 foot radius curve to the right;

THENCE along said centerline, and along said 955.00 foot radius curve to the right (the long chord of which bears North 80° 35' 44" East, a distance of 354.20 feet), an arc distance of 356.26 feet to a point on the South line of the Northwest quarter of said Section 21;

THENCE South 88° 43' 02" East, along said South line, a distance of 987.61 feet to the Southeast corner of said Northwest quarter;

THENCE North 01° 27' 15" East, along the East line of said Northwest quarter, a distance of 1314.56 feet to the North line of the South half of the Northwest quarter of said Section 21;

THENCE North 88° 42' 01" West, along said North line, a distance of 1800.91 feet, more or less, to the East line of the T.J. Fletcher Donation Land Claim No. 51;

THENCE North 01° 13' 25" East, along said East line, a distance of 1315.09 feet, more or less, to the North line of the Northwest quarter of said Section 21;

THENCE North 88° 40' 59" West, along said North line, a distance of 830.93 feet to the Northwest corner of said Section 21;

THENCE North 01° 45' 50" East, along the East line of the Southeast quarter of said Section 17, a distance of 2650.46 feet to the POINT OF BEGINNING.

SUBJECT TO county roads.

EXCEPT that parcel conveyed to Green Mountain Resorts, Inc. by deed recorded under Auditor's File No. 9311050364, also known as Mountain Glen Subdivision, recorded in Book "J" of Plats, at Page 199, records of Clark County.

ALSO EXCEPT that parcel of land conveyed to R. Lon and Rachelle Combs, recorded under Auditor's File No. 4150099 D, records of Clark County.



05/29/17

GREEN MOUNTAIN

CONCEPTUAL MASTER PLAN FOR A MIXED USE PRD

CAMAS, WASHINGTON

GREEN MOUNTAIN LAND, LLC. 11/19/14

EXHIBIT B

TOTAL SITE AREA 283.3 AC

SITE AREA TABLE

R10 ZONE	119.7 AC
R6 ZONE	54.8 AC
MF10 ZONE	93.0 AC
CC ZONE	15.8 AC

RESIDENTIAL DENSITY CALCULATION

R-10	119.7 @ 4.3 / ACRES = 515 UNITS
R-6	54.8 @ 7.2 / ACRES = 395 UNITS
MF-10	93.0 @ 10 / ACRES = 930 UNITS

TOTAL 1840 UNITS

DENSITY TABLE

POD	ACRES	APPROXIMATE LOT SIZE RANGE	MAXIMUM UNITS/LOTS
A	12.2 (A1-A3)	HD	219
B	15.5 (B1-B5)	1000-3000	217
C	11.9 (C1-C2)	3000-5000	95
D	41.3 (D1-D6)	4000-6000	309
E	26.5 (E1-E4)	4200-7200	172
F	28.6 (F1-F4)	5250-9000	157
G	30.0 (G1)*	15,000-40,000	31
H	15.4 (CC)		100
TOTALS	181.4 AC		1300

*40% OF G (TOTAL 50 ACRES) TO BE PRESERVED OPEN SPACE

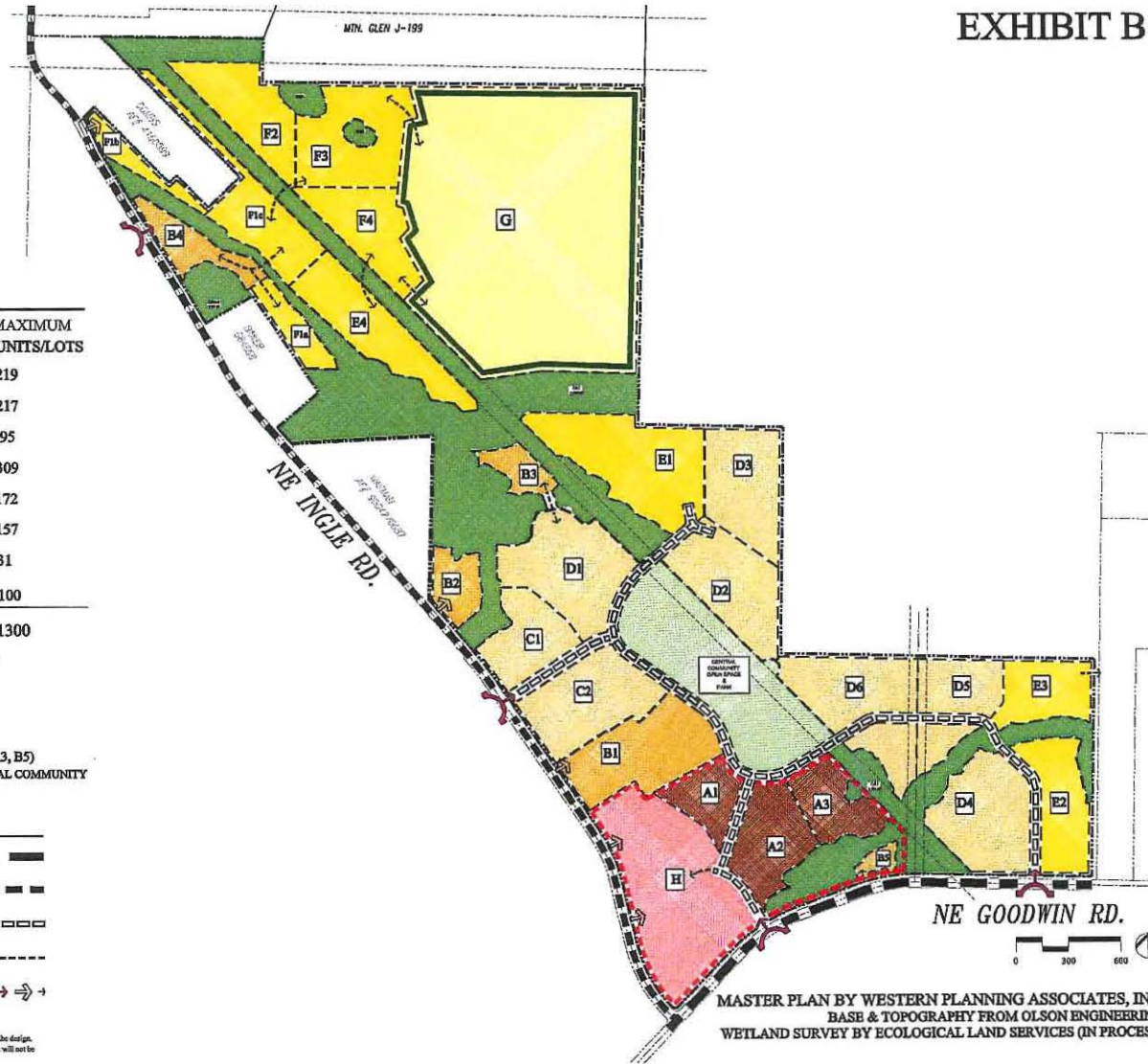
PARK & OPEN SPACE	89.3 ± AC
NEIGHBORHOOD CIRCULATOR	8.2 ± AC
ARTERIAL & COLLECTOR FRONTAGE DEDICATION (GOODWIN & INGLE)	1.8 ± AC

--- URBAN VILLAGE AREA (H, A1, A2, A3, B5)
A COMMERCIAL, MIXED USE AND RESIDENTIAL COMMUNITY CENTER (± 33.5 AC GROSS, 24.2 AC NET)

CIRCULATION COMPONENTS

ARTERIAL	—————
COLLECTOR	- - - - -
NEIGHBORHOOD CIRCULATOR	
LOCATION KNOWN IS APPROXIMATE & SUBJECT TO ADJUSTMENT	
NEIGHBORHOOD CONNECTOR	- - - - -
LOCATION KNOWN IS APPROXIMATE & SUBJECT TO ADJUSTMENT	
COMMUNITY ENTRIES & ACCESS POINTS	→ → →
LOCATION KNOWN IS APPROXIMATE & SUBJECT TO ADJUSTMENT	

NOTE:
The precise location and number of wells within the prd are approximate due to the preliminary nature of the design. While well numbers per well may change, the total number of wells in the proposed Mixed Use Master Plan will not be exceeded, absent express consent from the City after appropriate regulatory process.



MASTER PLAN BY WESTERN PLANNING ASSOCIATES, INC.
BASE & TOPOGRAPHY FROM OLSON ENGINEERING
WETLAND SURVEY BY ECOLOGICAL LAND SERVICES (IN PROCESS)

GREEN MOUNTAIN CONCEPTUAL PARK & OPEN SPACE PLAN

CAMAS, WASHINGTON
GREEN MOUNTAIN LAND, LLC. 11/19/14

EXHIBIT C

LEGEND



PARKS & OPEN SPACE AREAS
(± 89 *)



CENTRAL COMMUNITY OPEN SPACE & PARK
(14 AC)

COMMUNITY TRAIL SYSTEM (LOCATION SHOWN IS CONCEPTUAL)

	REGIONAL TRAIL- TYPICAL EASEMENT WIDTH 24 FEET ** PLUS SWITCHBACK AREAS 8' WIDE AT CENTRAL PARK. PAVED 6' WIDE FLAT UP TO 8% TRAIL GRADE, PAVED 4' WIDE IN STEEP TERRAIN (8% - 16% TRAIL GRADE), COMPACTED GRAVEL
	T29 / T30 / SU14- TYPICAL EASEMENT WIDTH 24 FEET ** PLUS SWITCHBACK AREAS 6' WIDE FLAT UP TO 8% TRAIL GRADE, COMPACTED GRAVEL 4' WIDE IN STEEP TERRAIN (8% - 16% TRAIL GRADE), COMPACTED GRAVEL
	NEIGHBORHOOD TRAILS EASEMENTS IN COMMON AREA TRACTS 6' WIDE FLAT UP TO 8% TRAIL GRADE, PAVED 4' WIDE IN STEEP TERRAIN (8% - 16% TRAIL GRADE), COMPACTED GRAVEL

** WHERE NOT ADJACENT TO A PUBLIC RIGHT OF WAY

* DOES NOT INCLUDE POCKET PARKS



As required by the City of Camas, a transportation impact study was prepared to address the following transportation issues:

- Year 2014 existing land use and transportation system conditions within the site vicinity during the weekday a.m. and p.m. peak hours;
- Planned developments and transportation improvements in the study area;
- Trip generation and distribution estimates for the proposed development;
- Forecast year 2018 background traffic conditions without the proposed development during the weekday a.m. and p.m. peak hours;
- Forecast year 2018 total traffic conditions with the completion of Phase 1 of the proposed development during the weekday a.m. and p.m. peak hours;
- Forecast year 2029 background traffic conditions without the proposed development during the weekday a.m. and p.m. peak hours;
- Forecast year 2029 total traffic conditions with full build-out and occupancy of the proposed development during the weekday a.m. and p.m. peak hours;
- Level of service analyses for the study intersections; and
- On-site access and circulation.

Conclusions and recommendations are provided following the operational analysis.

ANALYSIS METHODOLOGY

All level of service analyses described in this report were performed in accordance with the procedures stated in the *2000 Highway Capacity Manual* (Reference 1). A description of level of service and the criteria by which they are determined is presented in *Appendix "A"*. *Appendix "A"* also indicates how level of service is measured and what is generally considered the acceptable range of level of service.

To ensure that this analysis was based on a reasonable worst-case scenario, the peak 15 minute flow rate during the peak hour analysis periods was used in the evaluation of all intersection levels of service. For this reason, the analysis reflects conditions that are only likely to occur for 15 minutes out of each average peak hour. Traffic conditions during other weekday hours and throughout the weekend will likely be better than those described in this report.

At the City of Vancouver-maintained NE 192nd Avenue/NE 13th Street intersection, the peak 15-minute flow rate was assessed by applying the peak 15-minute volume across the hour and not applying a peak hour factor in accordance with guidance provided by the City.

Operating Standards

The study intersections are each operated and maintained by one of three impacted jurisdictions: WSDOT, the City of Vancouver, or the City of Camas. Each of these jurisdictions has their own operating standards. WSDOT requires LOS "E" or better for non-HSS (Highways of Statewide Significance) in urban areas, City of Vancouver requires LOS "E" or better and a v/c ratio of less than 0.95 for signalized intersections. The City of Camas requires LOS "D" or better and a v/c ratio of 0.90 or better for all intersections. Table 1 lists the study intersections, the responsible jurisdiction, and the corresponding operating standard.

Table 1: Operating Standards at Study Intersections

ID	Study Intersection	Jurisdiction	Standard
1	NE 199 th Avenue/NE 58 th Street (SR 500)	WSDOT	LOS "C" for non-HSS in rural area ¹
2	NE 192 nd Avenue/NE 13 th Street	Vancouver	LOS "E" and v/c ratio less than 0.95
3	NW Friberg Street/NE Goodwin Road	Camas	LOS "D" and v/c of 0.90 or better
4	NE Ingle Road/NE Goodwin Road	Camas	LOS "D" and v/c of 0.90 or better
5	NE 232 nd Avenue/NE 28 th Street	Camas	LOS "D" and v/c of 0.90 or better
6	NE 242 nd Avenue (SR 500)/NE 28 th Street	WSDOT	LOS "C" for non-HSS in rural area ¹
7	NW Friberg Street/NW Lake Road	Camas	LOS "D" and v/c of 0.90 or better
8	NW Parker Street/NW Lake Road	Camas	LOS "D" and v/c of 0.90 or better
9	NE Everett Street (SR 500)/SE Leadbetter Road	WSDOT	LOS "C" for non-HSS in rural area ¹
10	NW Parker Street/NE 38 th Avenue	Camas	LOS "D" and v/c of 0.90 or better
11	NE Everett Street (SR 500)/NE 43 rd Avenue	WSDOT	LOS "C" for non-HSS in rural area ¹

¹The City of Camas TIF Update applied the WSDOT standard for facilities in urban areas (LOS "E" for non-HSS in urban area). Based on conversations with WSDOT, the standard for rural areas is currently applicable to the WSDOT study intersections.

Source: City of Camas Traffic Impact Fee Update (Reference 2)

Turn Lane Guidelines

For roadways under Washington State jurisdiction, such as SR 500, WSDOT has defined traffic-volume based turn lane guidelines within the *WSDOT Design Manual* (Reference 3). Left-turn lane guidelines are provided in section 1310.04(2)(a) while right-turn lane guidelines are provided in section 1310.04(3).

EXISTING CONDITIONS

The existing conditions analysis identifies site conditions and the current operational and geometric characteristics of roadways within the study area. These conditions will be compared with future conditions later in this report.

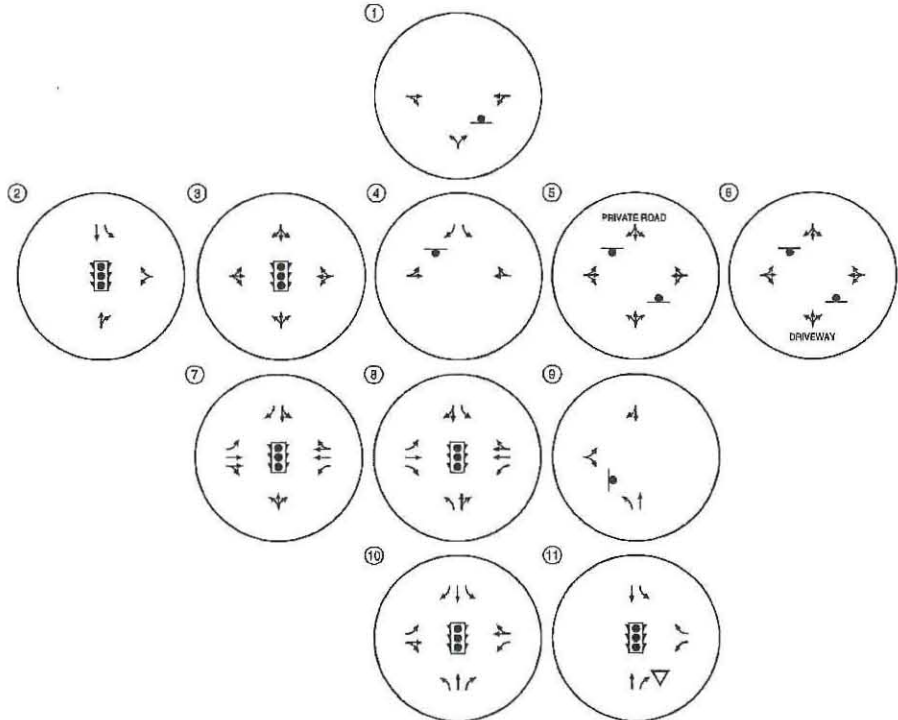
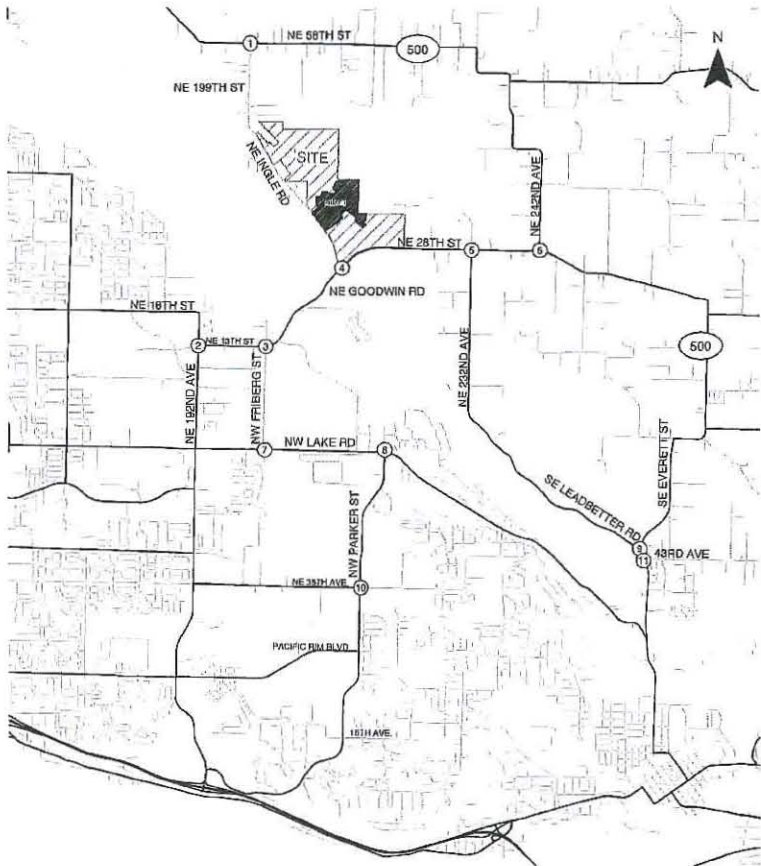
The site of the proposed development and surrounding study area was visited and inventoried in March 2014. At that time, information was collected regarding site conditions, adjacent land uses, existing traffic operations, and transportation facilities in the study area.

Site Conditions and Adjacent Land Uses

The area encompassed by the master plan site is largely undeveloped. The southwest corner of the property is occupied by the Green Mountain Golf Course, a portion of which is proposed to remain open after completion of the Phase 1 master plan development. The areas surrounding the site are also largely undeveloped, with a few single family homes situated along NE 28th Street, NE 199th Avenue, and SR 500.

Transportation Facilities

Table 2 provides a summary of key transportation facilities in the site vicinity and Figure 3 illustrates the existing lane configurations and traffic control devices at the study intersections.



-  - STOP SIGN
-  - TRAFFIC SIGNAL
-  - YIELD SIGN

Existing Lane Configurations and Traffic Control Devices
Camas, Washington

Figure
3

Table 2: Existing Transportation Facilities and Roadway Designations

Roadway	Classification ¹	Cross-Section	Speed Limit (mph)	Side-Walks?	Bicycle Lanes?	Median?	On-Street Parking?
NE 13 th Street / NE Goodwin Road / NE 28 th Street	Arterial	5-lane	40	Yes	Yes	Yes	None
SR 500	Non-HSS ²	2-lane	50	None	None	None	None
NE Ingle Road / NE 199 th Avenue	Collector	2-lane	50	None	None	None	None
NE 192 nd Avenue	Arterial	2-lane	40	Partial	None	None	None
SE 192 nd Avenue	Arterial	5-lane	40	Partial	None	None	None
NW Friberg Street / NE 202 nd Avenue	Arterial	2-lane	40	Partial	None	None	None
SE 1 st Street / NW Lake Road	Arterial	5-lane	40	Yes	Yes	Yes	None
NW Parker Street	Arterial	5-lane	35	Yes	Yes	None	None
NE Everett Road	Arterial	2-lane	35	None	None	None	None
NW Pacific Rim Blvd./ SE 34 th Street	Arterial	5-lane	40	Yes	None	Yes	None

¹ Source: City of Camas Traffic Impact Fee Update (Reference 2)

² HSS = Highways of Statewide Significance

Pedestrian and Bicycle Facilities

Neither sidewalks nor striped bicycle facilities are provided in the vicinity of the site on either NE Ingle Road or NE Goodwin Road/NE 28th Street.

Transit Facilities

The C-Tran *Camas Connector* Dial-A-Ride service currently operates within a portion of the study area, with a northern boundary of Lake Road, western boundary of Parker Street, and eastern boundary of SR 500. This service operates by accepting telephone calls from riders to be taken to a location inside a defined boundary. The hours of operation are Monday through Friday from 5:30 a.m. to 9:15 a.m. and 2:00 p.m. to 7:00 p.m. No service is available on holidays (Reference 4).

Crash Analysis

The crash histories of the study intersections were reviewed in an effort to identify potential intersection safety issues. Crash records were obtained from WSDOT. The data represents records between January 1, 2008 and November 30, 2013. The crash rate was calculated to determine the number of crashes per million entering vehicles (MEV). Generally speaking, a crash rate greater than 1.0 crashes per MEV suggests locations where crash patterns should be reviewed in greater detail.

A brief discussion of the crash data at key intersections is presented after Table 3. There were no fatalities reported at the study intersections during the time periods studied. *Appendix "B" contains the crash data.*

As shown in Table 3, the two intersections where the highest crash rates were observed were NE 199th Avenue/NE 58th Street and NE Ingle Road/NE Goodwin Road. At all other intersections, the observed crash rates are well below 1.0 crash per million entering vehicles.

Table 3: Intersection Crash Histories (1/1/2008 - 11/30/2013)

Intersection	Total	Collision Type						Severity		Crash Rate Crashes/MEV ¹
		Rear End	Turning	Angle	Pedestrian	Fixed Object	Roadway Ditch	PDO ¹	Injury	
1. NE 199 th Ave / NE 58 th St (SR 500)	7	0	0	4	0	3	0	5	2	0.57
2. NE 192 nd Ave / NE 13 th St	8	1	6	0	0	1	0	4	4	0.27
3. NE Friberg St / NE Goodwin Rd	5	1	3	1	0	0	0	3	2	0.32
4. NE Ingle Rd / NE Goodwin Rd	16	4	0	5	1	4	2	11	5	1.03
5. NE 232 nd Ave / NE 28 th St	3	0	0	1	0	2	0	2	1	0.25
6. NE 242 nd Ave (SR 500) / NE 28 th St	4	0	0	2	0	1	1	2	2	0.30
7. NW Friberg St / NW Lake Rd	6	3	0	1	0	2	0	6	0	0.24
8. NW Parker St / NW Lake Rd	3	0	1	0	0	2	0	3	0	0.12
9. NE Everett St (SR 500) / SE Leadbetter Rd	5	0	0	0	0	3	2	2	3	0.54
10. NW Parker St / NE 38 th Ave	9	0	5	4	0	0	0	6	3	0.29
11. NE Everett St (SR 500) / NE 43 rd Ave	7	1	5	0	0	1	0	3	4	0.36

¹ PDO = Property Damage Only | ² MEV = Million Entering Vehicles

NE 199th Avenue/NE 58th Street (SR 500)

The second highest crash rate, 0.57, occurs at the intersection of NE 199th Avenue/NE 58th Street. There have been seven reported collisions, including four angle collisions and three fixed-object collisions at this intersection. The crash data was reviewed in an effort to identify potential trends. Three of the angle crashes involved vehicles making a northbound left turn from NE 199th Avenue to NE 58th Street; another involved an eastbound vehicle turning right from NE 58th Street to NE 199th Avenue. Of the three fixed object collisions, two involved utility poles and one involved a domestic animal. Collisions with domestic animals are challenging to eliminate and one of the collisions with the utility poles involved a driver asleep at the wheel. Four of the seven crashes occurred during wet road surface conditions. Given the relatively low number of reported collisions

and the unusual nature of three of the seven collisions (the three fixed-object collisions), there are no safety-based mitigation measures recommended at this intersection at this time in conjunction with site development. If an eastbound right-turn lane is added to the intersection in the future (which is currently warranted as will be described later in this report), it may provide safety benefits.

NE Ingle Road/NE Goodwin Road

The highest crash rate, 1.03, occurs at the intersection of NE Ingle Road/NE Goodwin Road. There have been reported collisions including 4 four rear-end collisions, 5 five angle collisions, 4 fixed-object collisions (involving a utility pole, a mailbox, a boulder, and a wood sign post), 2 roadway ditch collisions, and a pedestrian collision at this intersection. As discussed later in this report, the Green Mountain Master Plan proposes to construct an exclusive eastbound left-turn lane on NE Goodwin Road at NE Ingle Road in conjunction with the Phase 1 site development. Providing an eastbound left-turn lane and potential related reconfiguration of the southbound stop bar location (refer to sight distance discussion below) in conjunction with Phase 1 site development could provide a safety benefit at this intersection.

Two of the angle collisions involved vehicles exceeding reasonably safe speeds while making a westbound right-turn at the intersection. One of the recommended mitigation measures for the 2029 full build-out scenario of the proposed development is the addition of a westbound right-turn lane at this intersection, which could provide a safety benefit for turning vehicles. Additional long-term mitigation measures anticipated in conjunction with site development include constructing a three-lane roadway section on NE Goodwin Road along the site frontage and signaling the intersection when warranted.

Intersection Sight Distance

Intersection sight distance was observed at the study intersections and was found to meet applicable city or WSDOT standards, with the exception of the sight distance at the NE Ingle Road/NE Goodwin Road intersection. As shown in Exhibit 1 below, the stop bar on NE Ingle Road is set back approximately 25 feet from the edge of NE Goodwin Road.

Exhibit 1: Stop Bar on NE Ingle Road at NE Goodwin Road



Image source: Google Maps (right image)

As indicated in Exhibit 2, vehicles currently pull past the stop bar to obtain sufficient sight distance to then execute a turning maneuver. Regardless of the proposed site development, we recommend that the City of Camas consider potential improvements to enhance the intersection sight distance, such as relocating the stop bar closer to NE Goodwin Road.

Exhibit 2: Vehicle Waiting to Make Left-Turn from NE Ingle Road to NE Goodwin Road



Existing Traffic Operations

Manual turning-movement counts were conducted at the study intersections in March and April 2014. The counts were conducted on a typical mid-week day during the morning peak period (7:00 to 9:00 a.m.) and the evening peak period (4:00 to 6:00 p.m.) per City requirements. Individual Intersection peak hours were then identified for operational analysis purposes.

Figures 4 and 5 provide a summary of the existing turning-movement counts, which are rounded to the nearest five vehicles per hour for the weekday a.m. and p.m. peak hours, respectively. *Appendix "C" contains the traffic count worksheets used in this study.*

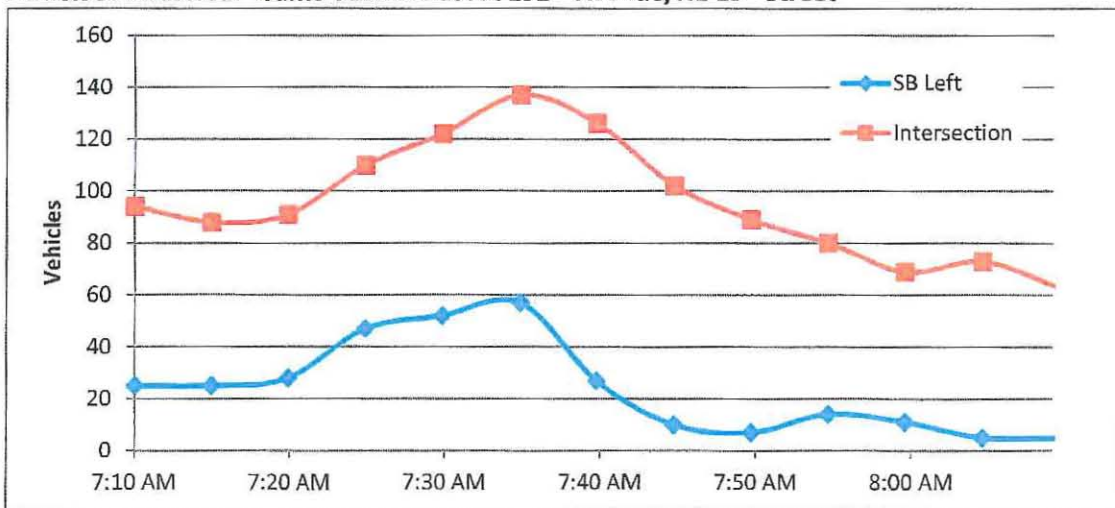
As shown in Figures 4 and 5, the study intersections operate acceptably during both study periods. *Appendix "D" contains the existing conditions traffic operations worksheets.*

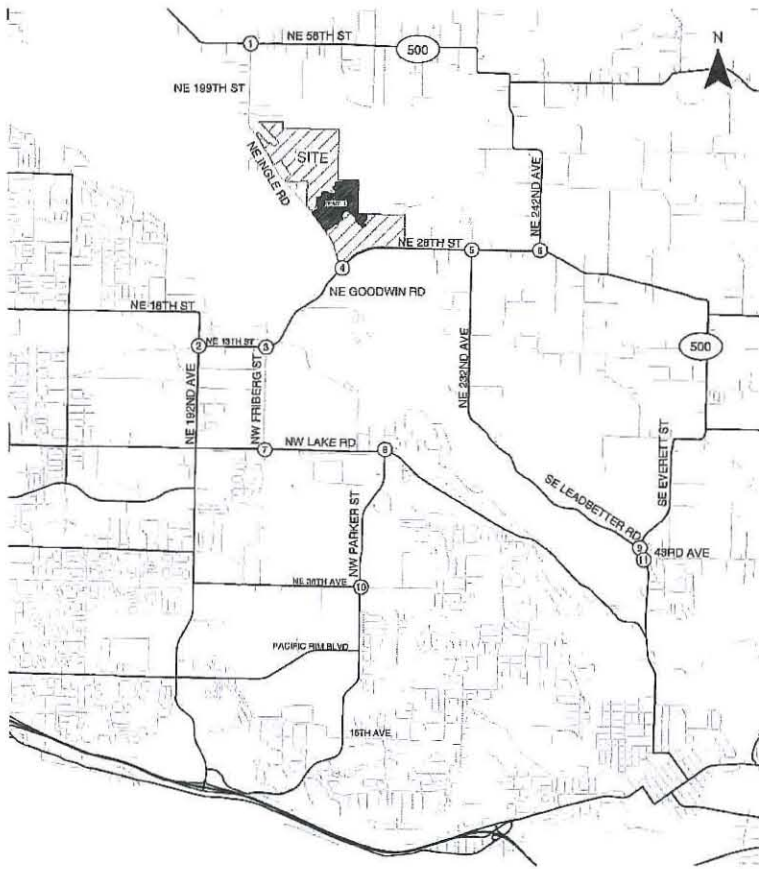
Operations at NE 192nd Avenue / NE 13th Street

As noted in the "Analysis Methodology" section, analysis of the City of Vancouver-maintained NE 192nd Avenue/NE 13th Street intersection involved application of the peak 15-minute flow rate across the hour and not applying a peak hour factor. This analysis methodology is in accordance with guidance provided by the City.

During the weekday AM peak hour, significant peaking occurs at the intersection related to vehicles accessing Union High School on NW Friberg Street. In particular, the southbound left-turning volume peaks in advance of the school start at 7:45 AM, as shown in Exhibit 3. During this "peak of the peak" period, queueing for the southbound left-turn lane sometimes exceeds the available striped storage (approximately 160 feet). Based on field observation, heightened delays and queueing for the southbound left-turn movement are contained to about fifteen minutes in advance of the school start, during which time some southbound left-turning vehicles do not clear through the intersection during each cycle. After this time, volumes decrease significantly and left-turning vehicles consistently clear through the intersection in a single cycle.

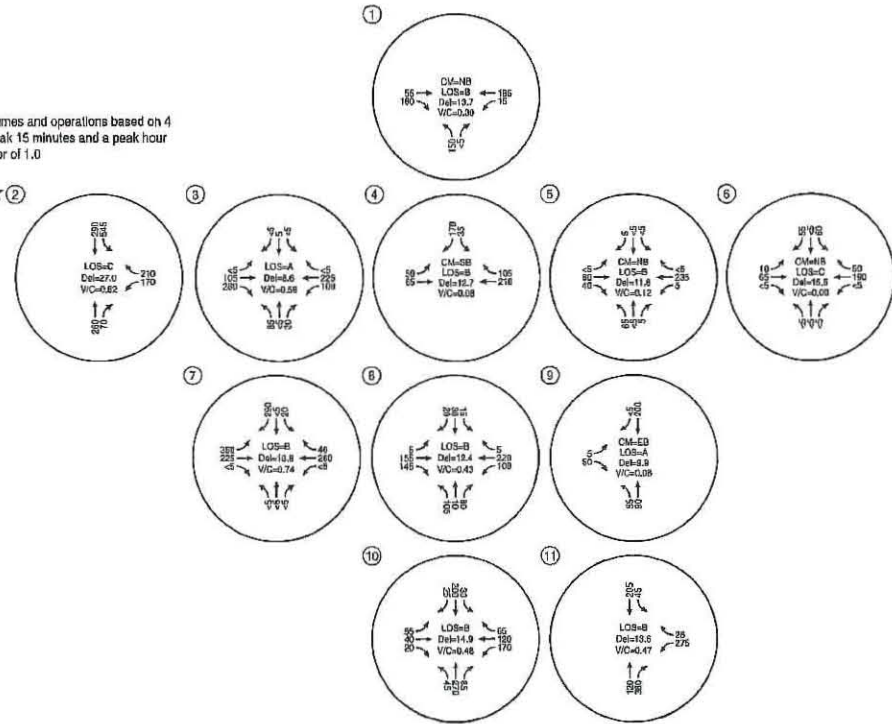
Exhibit 3: Peak Hour Traffic Volumes at NE 192nd Avenue/NE 13th Street





★ Volumes and operations based on 4 x peak 15 minutes and a peak hour factor of 1.0

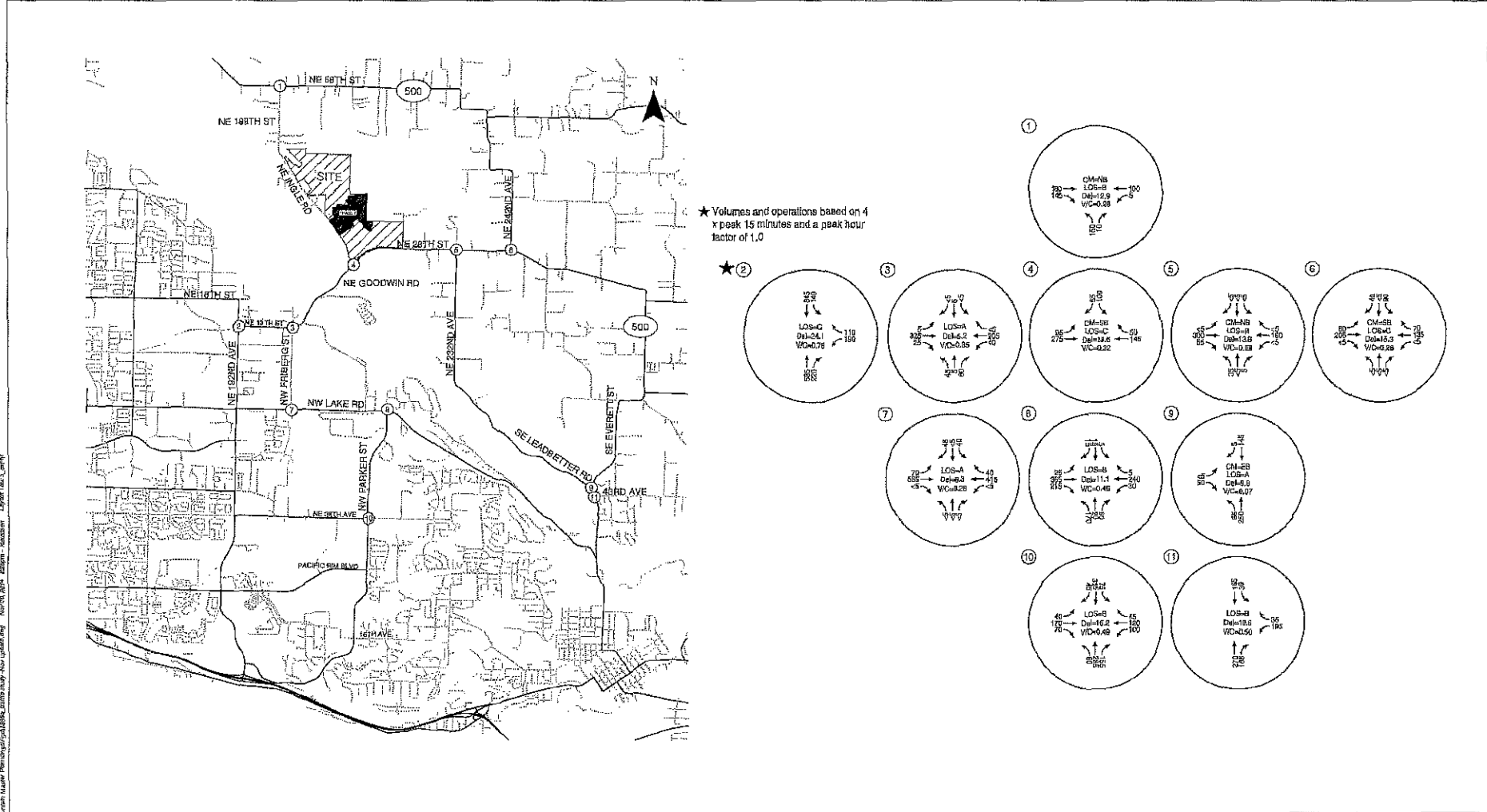
★ ②



CM = CRITICAL MOVEMENT (TWSC)
 LOS = INTERSECTION LEVEL OF SERVICE (SIG) / CRITICAL MOVEMENT LEVEL OF SERVICE (TWSC)
 Del = INTERSECTION AVERAGE CONTROL DELAY (SIG / CRITICAL MOVEMENT CONTROL DELAY (TWSC))
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO
 TWSC = TWO-WAY STOP CONTROL

Existing Intersection Operations
 Weekday AM Peak Hour
 Camas, Washington

Figure
 4



CM = CRITICAL MOVEMENT (TWSC)
 LOS = INTERSECTION LEVEL OF SERVICE (SIG) / CRITICAL LEVEL OF SERVICE (TWSC)
 Del = INTERSECTION AVERAGE CONTROL DELAY (SIG) / CRITICAL MOVEMENT CONTROL DELAY (TWSC)
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO
 TWSC = TWO-WAY STOP CONTROL

Existing Intersection Operations
 Weekday PM Peak Hour
 Camas, Washington

TRAFFIC IMPACT ANALYSIS

The traffic impact analysis identifies how the study area's transportation system will operate upon phased build-out of the proposed master plan site. A horizon year of 2018 was selected to assess conditions with build-out of Phase 1 while a 15-year 2029 horizon year was assumed for site build-out. The impact of site-generated weekday a.m. and p.m. peak hour trips was examined as follows:

- Planned developments and transportation improvements in the study area were identified and accounted for;
- Trip generation and distribution estimates for the proposed development were prepared for Phase 1 and full build-out of the proposed development;
- Forecast year 2018 background traffic conditions without the proposed development were analyzed at the study intersections;
- Forecast year 2018 total traffic conditions with completion of Phase 1 of the proposed development were analyzed at the study intersections;
- Forecast year 2029 background traffic conditions without the proposed development were analyzed at the study intersections;
- Forecast year 2029 total traffic conditions with full build-out and occupancy of the proposed development were analyzed at the study intersections; and
- On-site circulation and site-access operations were evaluated.

Proposed Development Plan

Green Mountain Land, LLC is proposing to master plan the 283-acre site with mixed-use development. Green Mountain Golf Course is currently located on a large portion of the master plan property. We understand that a portion of the existing Green Mountain Golf Course may remain temporarily available for use after completion of Phase 1 site development and that, ultimately, the golf course will be closed prior to full master plan build-out. No effort has been made to account for "credit" for existing trips to and from the golf course for the purposes of this transportation impact analysis report.

The master plan proposes eight phases of development, with the sequence and timing of phases to be finalized pending market conditions. It is expected that Phase 1 will be completed by 2018 and full master plan build-out is assumed by 2029 for traffic impact assessment purposes. A mix of residential and commercial uses is planned in accordance with the zoning, with a mixed use village proposed to better integrate the commercially zoned portion of the property. The application seeks

approval of an overlay zone for a portion of the site intended for an urban village. The village would be located at the southwest corner of the project and will encompass approximately twenty-four acres.

For traffic impact study purposes, Phase 1 is assumed to consist of a residential component with 215 single-family detached homes. Full build-out of the master plan residential component assumed construction of up to 536 apartment units and 764 single-family detached homes. The retail portion of the proposed development plan was assumed to develop after Phase 1 and was assumed to be a 90,000 square-foot shopping center for trip generation purposes¹.

Access to Phase 1 development is anticipated along NE Ingle Road, with additional access added to NE Goodwin Road during later stages of the development. Final details of the number and location of site access points will be defined during preparation of individual site plan applications, therefore appropriate planning level assumptions have been made for master planning purposes. The proposed master plan anticipates two public street neighborhood circulator connections to NE Goodwin Road serving the site in conjunction with two public street neighborhood circulator connections along NE Ingle Road. The commercial site is expected to have direct driveway access to NE Ingle Road. Some residential areas (not individual residence driveways) not served by the anticipated neighborhood circulator facilities may also seek direct access to NE Ingle Road or NE Goodwin Road as appropriate.

Trip Generation

Trip generation estimates for the proposed development were generated based on information provided in the standard reference manual *Trip Generation, 9th Edition* published by the Institute of Transportation Engineers (ITE – Reference 7). The internal and pass-by trip rates applied to each land use were also determined from ITE's *Trip Generation, 9th Edition*. Table 4 summarizes the daily, weekday a.m., and weekday p.m. peak-hour trips for the Phase 1 assumed development while Table 5 summarizes the complete master plan site trip generation estimate. All daily trips have been rounded to the nearest ten and all peak hour trips have been rounded to the nearest five trips.

¹ The unit mix for phase 1 and buildout was developed based on a reasonable worst-case scenario. Final development may result in a less-intense mix of residential units.

Table 4: Trip Generation Estimate – Phase 1

Land Use	ITE Code	Size	Daily	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Single-Family Detached Housing	210	215 units	2,050	160	40	120	215	135	80

Table 5: Trip Generation Estimate – Build-out (Includes Phase 1)

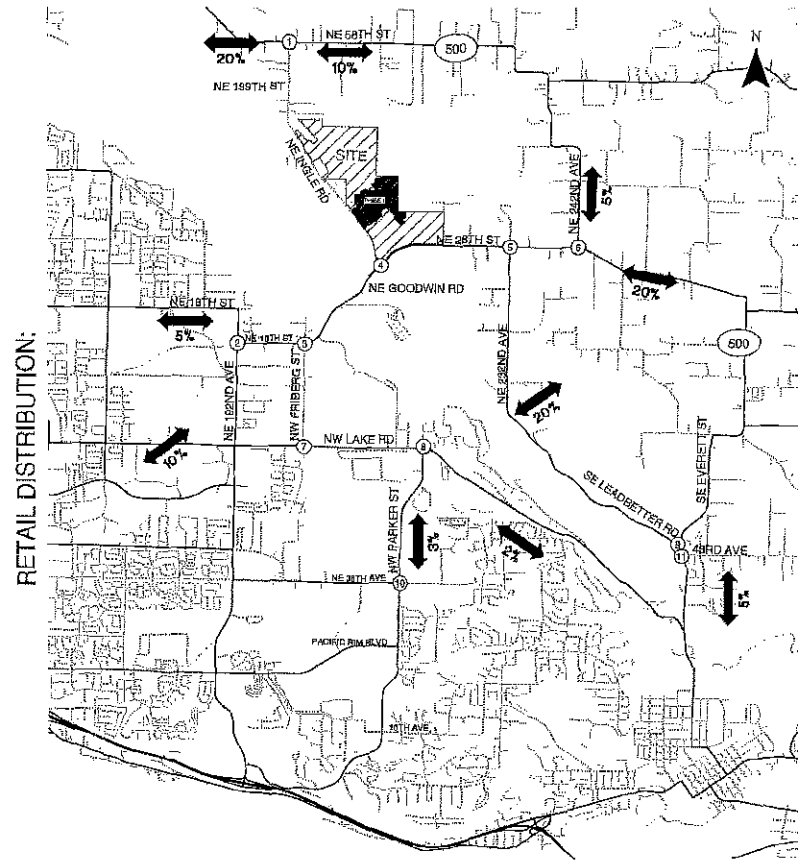
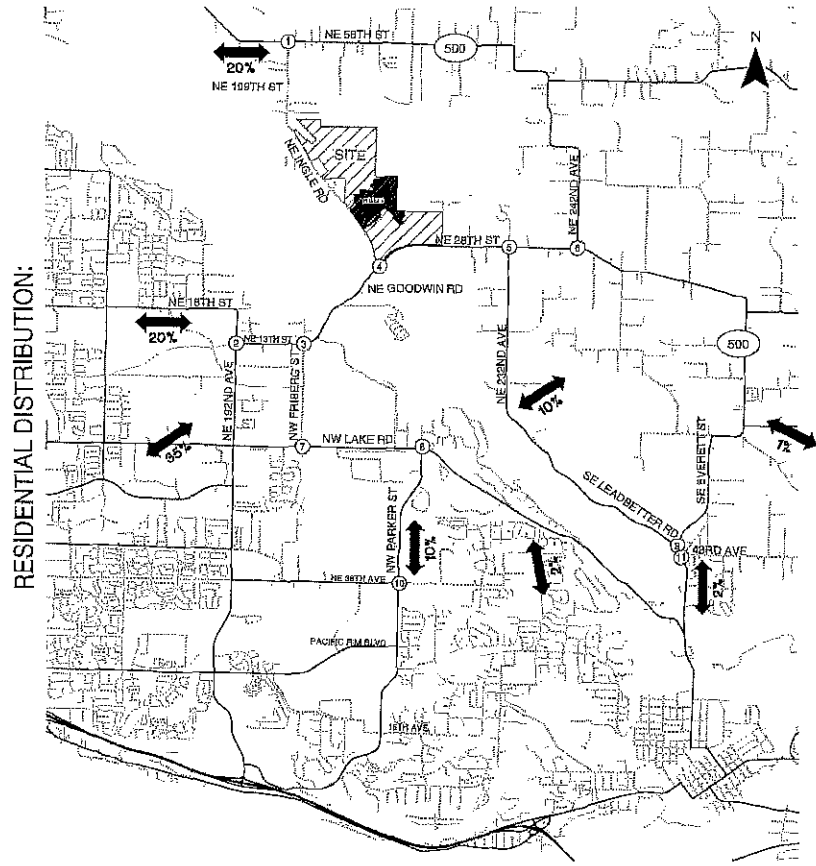
Land Use	ITE Code	Size	Daily	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Apartment	220	536 units	3,570	275	55	220	330	215	115
Single-Family Detached Housing	210	764 units	7,270	575	145	430	765	480	285
Total Residential (1,300 units)			10,840	850	200	650	1,095	695	400
<i>Internalization (6% Daily, 5% PM)</i>			630	0	0	0	60	30	30
Shopping Center	820	90,000 square feet	6,340	145	90	55	560	270	290
<i>Internalization (10% Daily, 11% PM)</i>			630	0	0	0	60	30	30
<i>Pass-By Trips (34%)</i>			1,940	50	25	25	170	85	85
Total Trips			17,180	995	290	705	1,655	965	690
<i>Less Internalization</i>			1,260	0	0	0	120	60	60
<i>Less Pass-by trips</i>			1,940	50	25	25	170	85	85
Net New Trips for Full Build-out			13,980	945	265	680	1,365	820	545

Trip Distribution

The distribution of site-generated trips onto the study area roadway system was estimated based on a review of surrounding roadway characteristics, existing uses, the 2035 travel demand model maintained by the Southwest Washington Regional Transportation Council (RTC), and review agency guidance. Trip distribution patterns were developed separately for the residential and retail trips. Figure 6 illustrates the trip distribution patterns for the residential and retail trips.

Trip Assignment

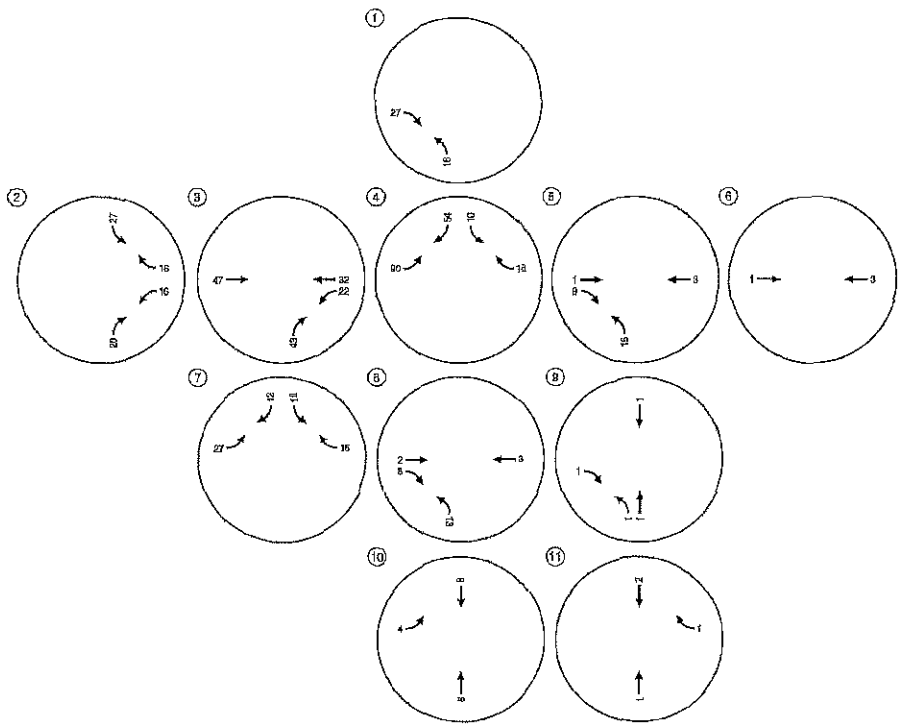
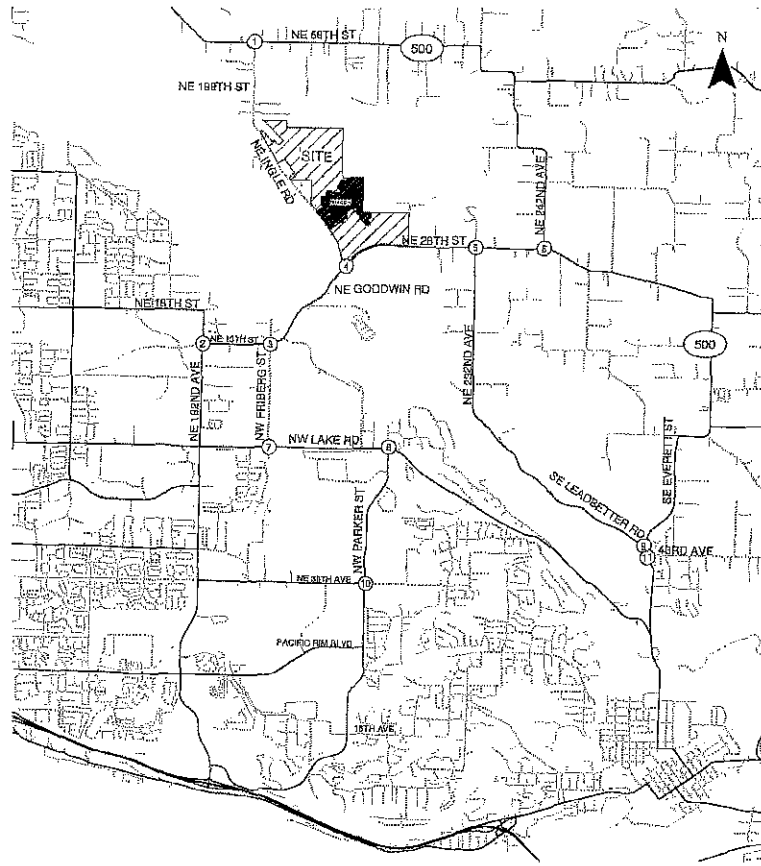
The weekday a.m. and p.m. peak hour site trips shown in Tables 4 and 5 were assigned to the roadway network based on the trip distribution patterns shown in Figure 6. Figures 7 through 10 show the assignment of site-generated trips during the weekday a.m. and p.m. peak hours for Phase 1 and at Build-out. Note that the site-generated build-out volumes shown in Figures 9 and 10 include the Phase 1 site-generated trips and thus reflect the total number of trips generated. A figure showing the assignment of pass-by trips is provided in Appendix "E".



Estimated Trip Distribution Pattern
Camas, Washington

Figure
6

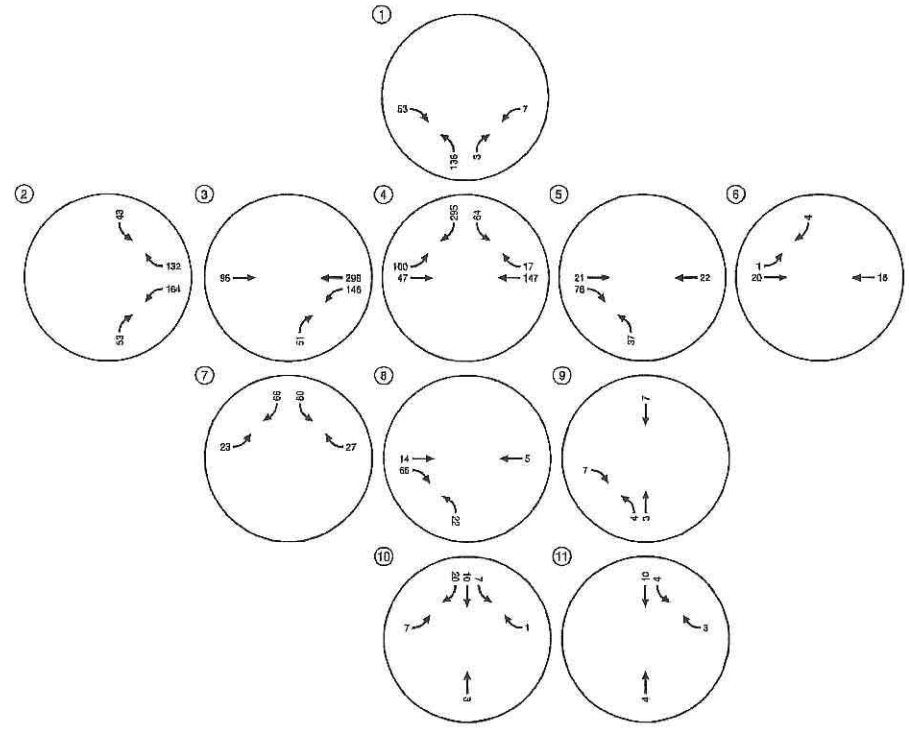
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Total Estimated Trip Assignment - Phase 1 Weekday PM Peak Hour Camas, Washington

Figure 8

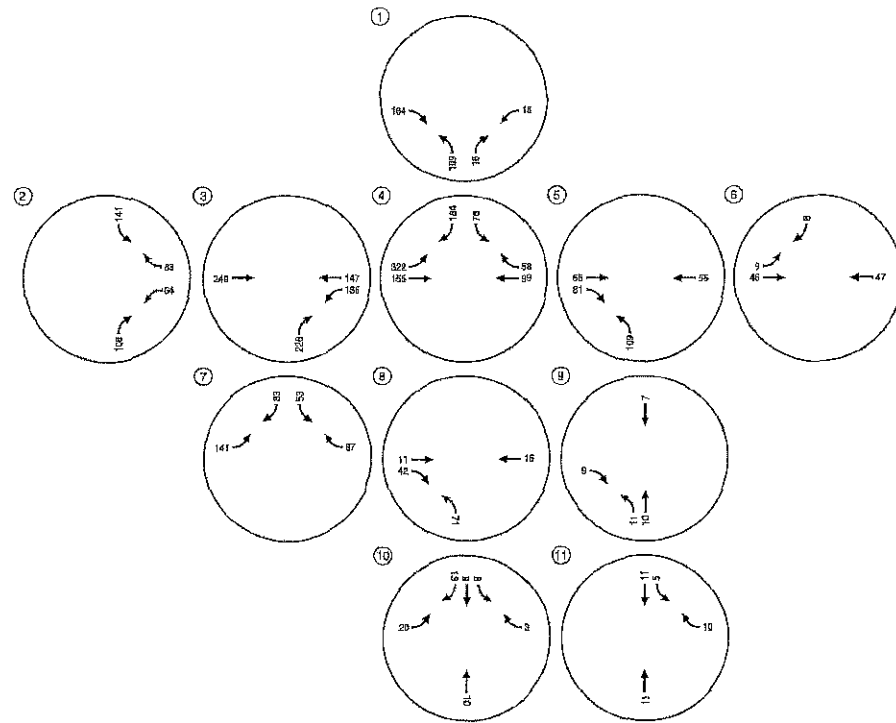
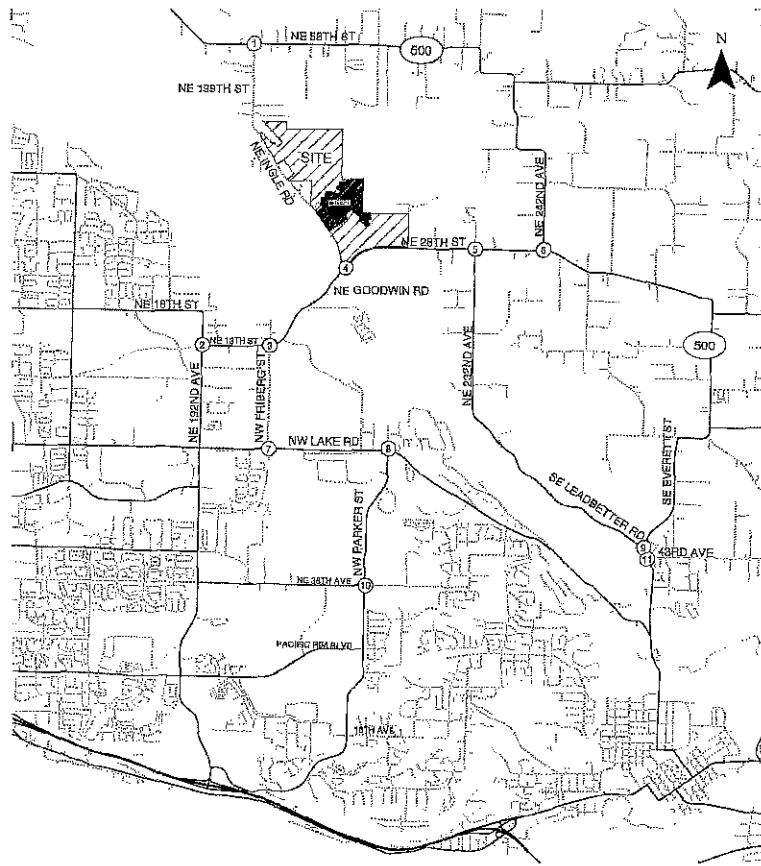
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Total Estimated Trip Assignment - Full Build-Out
Weekday AM Peak Hour
Camas, Washington

Figure
9

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Total Estimated Trip Assignment - Full Build-Out
 Weekday PM Peak Hour
 Camas, Washington

Figure
 10

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2018 Background Traffic Conditions

The 2018 background traffic analysis projects how the study area's transportation system will operate during the year that Phase 1 of the proposed development is expected to be completed. This analysis includes traffic growth due to previously approved in-process developments within the study area, but does not include traffic from any of the proposed Green Master Plan development phases. Per agency direction, no growth was applied to City of Camas roadways and a 2% growth rate was applied to City of Vancouver roadways (Reference 8).

Planned Developments and Transportation Improvements

City of Camas staff identified 13 local development projects that are approved but not yet occupied. These in-process developments include:

- Lake Hills
- Two Creeks
- The Summit at Columbia Vista
- Parker Village
- The Hills at Round Lake
- North Hills Subdivision
- Brady Road Subdivision
- Deerhaven Subdivision
- Hadley's Glen
- Millshore Downs
- Fisher Creek Campus
- Lacamas Prairie
- 192nd Plaza West

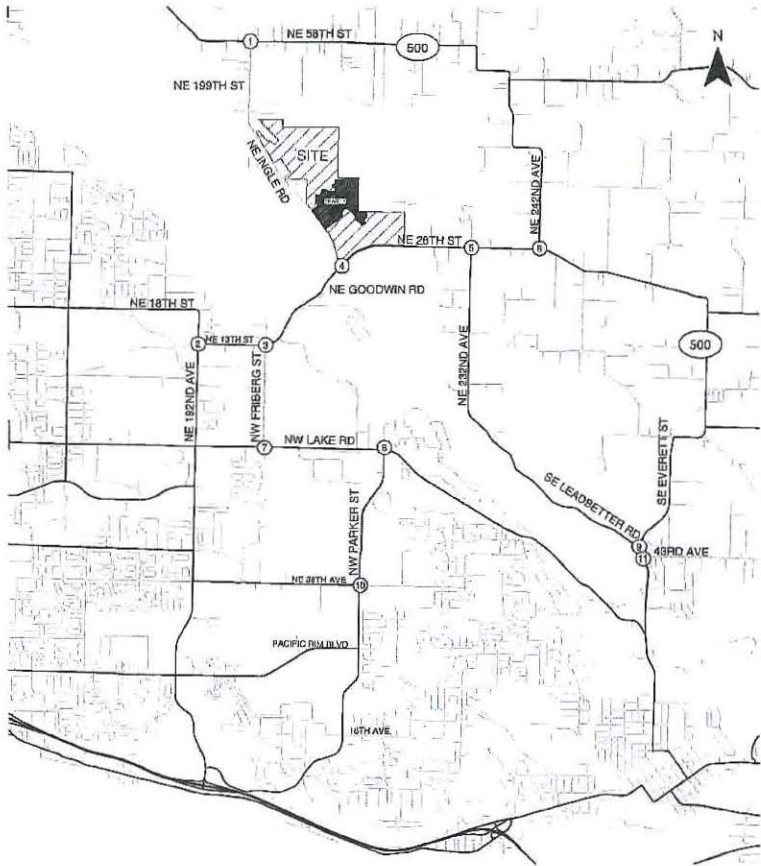
Appendix "F" contains the data received pertaining to the in-process trips.

Planned and funded transportation improvements within the study area include the widening of NW Friberg Street (between Lake Road and NE 13th Street) and the addition of a westbound left-turn lane, northbound right-turn lane, and eastbound right-turn lane at the NW Friberg Street/NE Goodwin Road Intersection. Figure 11 shows the lane configuration and traffic control devices assumed in the 2018 analysis.

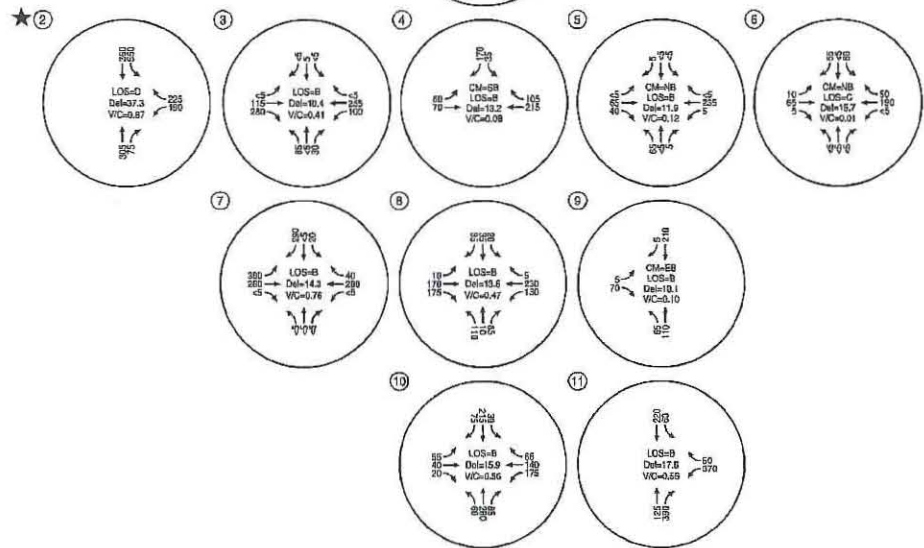
Traffic Operations

Figures 12 and 13 summarize the year 2018 background traffic operations analysis results at the study intersections for the weekday a.m. and weekday p.m. peak-hours, respectively. The projected turning movement counts are rounded to the nearest five vehicles per hour. As shown, the study intersections operate acceptably during the weekday a.m. and weekday p.m. peak periods in the 2018 background conditions.

Appendix "G" contains the 2018 background conditions traffic operations worksheets.



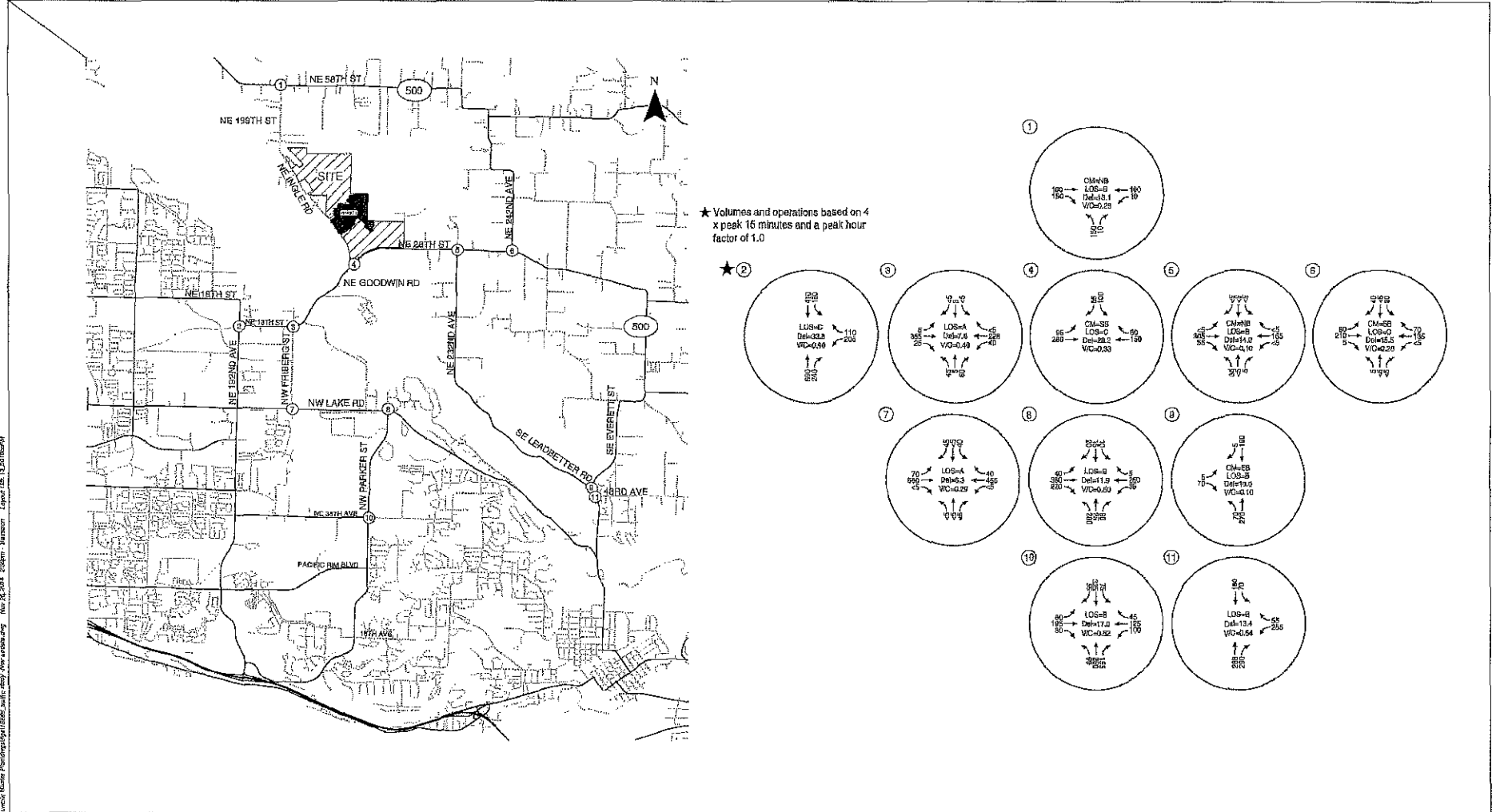
★ Volumes and operations based on 4 x peak 15 minutes and a peak hour factor of 1.0



CM = CRITICAL MOVEMENT (TWSC)
 LOS = INTERSECTION LEVEL OF SERVICE (SIG) / CRITICAL MOVEMENT LEVEL OF SERVICE (TWSC)
 Del = INTERSECTION AVERAGE CONTROL DELAY (SIG / CRITICAL MOVEMENT CONTROL DELAY (TWSC)
 VC = CRITICAL VOLUME-TO-CAPACITY RATIO
 TWSC = TWO-WAY STOP CONTROL

2018 Background Conditions
 Weekday AM Peak Hour
 Camas, Washington

Figure
 12



★ Volumes and operations based on 4 x peak 15 minutes and a peak hour factor of 1.0

CM = CRITICAL MOVEMENT (TWSC)
 LOS = INTERSECTION LEVEL OF SERVICE (SIG) / CRITICAL MOVEMENT
 Del = LEVEL OF SERVICE (TWSC)
 Del = INTERSECTION AVERAGE CONTROL DELAY (SIG) / CRITICAL MOVEMENT CONTROL DELAY (TWSC)
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO
 TWSC = TWO-WAY STOP CONTROL

2018 Background Conditions
Weekday PM Peak Hour
Camas, Washington

Figure
13

2018 Total Traffic Conditions

The year 2018 total traffic analysis forecasts how the study area’s transportation system will operate with the addition of traffic from Phase 1 of the proposed development. Phase 1 site-generated trips were added to the 2018 background traffic volumes at the study intersections to arrive at the total traffic volumes.

All lane configurations are consistent with background conditions with the exception of the intersection of NE Ingle Road/NE Goodwin Road. The developer proposes to construct an exclusive eastbound left-turn lane on NE Goodwin Road at NE Ingle Road in conjunction with the Phase 1 site development. Consequently, provision of the turn lane was assumed for the total traffic analysis.

Traffic Operations

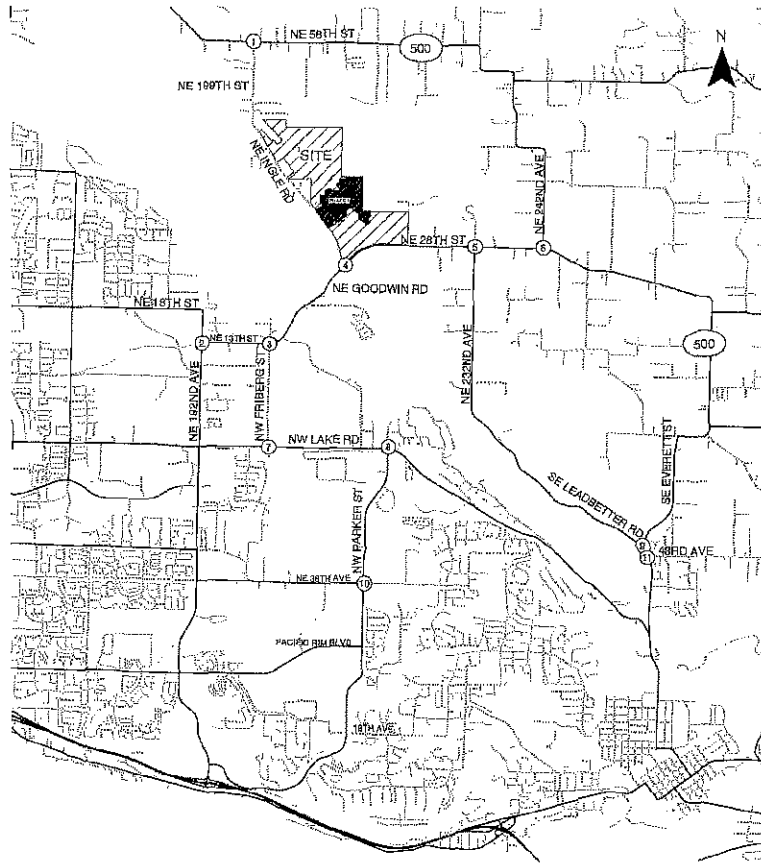
Figures 14 and 15 summarize the year 2018 total traffic operations analysis results at the study intersections for the weekday a.m. and weekday p.m. peak-hours, respectively. The projected turning movement counts are rounded to the nearest five vehicles per hour. As shown, all but one of the study intersections are forecast to operate acceptably during the weekday a.m. and p.m. peak periods under 2018 total traffic conditions. The southbound movement at the intersection of NE Ingle Road/NE Goodwin Road is anticipated to operate at a LOS E during the weekday p.m. peak hour. Operations at this intersection could be mitigated with the addition of an eastbound right-turn lane. Based on a sensitivity analysis, this mitigation is triggered by the 203rd unit to be constructed. Up until this point, the southbound left-turn lane is forecast to operate at a LOS D. Table 6 provides the operations at NE Ingle Road/NE Goodwin Road during the weekday PM peak hour supporting the sensitivity analysis.

Table 6: NE Ingle Road/NE Goodwin Road Operations Assessment – weekday PM peak hour

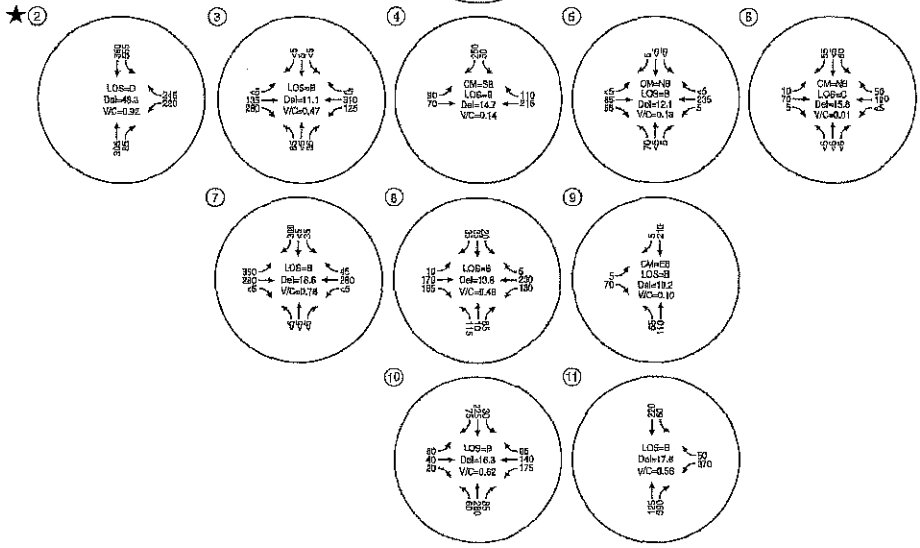
Scenario	Critical Movement	LOS	v/c ratio
2018 Background Conditions	SBL	C	0.33
2018 Background + 200 Homes	SBL	D	0.52
2018 Background + 203 homes	SBL	E	0.53
2018 Total Traffic (215 homes)	SBL	E	0.53
2018 Total Traffic (2015 homes) – mitigated ¹	SBL	D	0.51

Notes: LOS = Level of Service; v/c ratio = volume-to-capacity ratio
¹Mitigation includes provision of westbound right-turn lane

Appendix “H” contains the 2018 total traffic conditions traffic operations worksheets. Appendix “I” contains the traffic operations worksheets supporting the sensitivity analysis at NE Ingle Road/NE Goodwin Road.



★ Volumes and operations based on 4 x peak 15 minutes and a peak hour factor of 1.0



CM = CRITICAL MOVEMENT (TWSC)
 LOS = INTERSECTION LEVEL OF SERVICE (SIG) / CRITICAL MOVEMENT
 Level of Service (TWSC)
 Del = INTERSECTION AVERAGE CONTROL DELAY (SIG) / CRITICAL MOVEMENT CONTROL DELAY (TWSC)
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO
 TWSC = TWINWAY STOP CONTROL

2018 Total Traffic Conditions (Phase 1)
 Weekday AM Peak Hour
 Camas, Washington

Figure 14

2029 Background Traffic Conditions

The 2029 background traffic analysis identifies how the study area's transportation system will operate with regional growth, including completion of Phase 1 development. No further funded transportation improvement projects were identified at the study intersections that would be in place prior to the year 2029. In addition to the previously described in-process development, a one percent annual growth rate was applied to the 2018 background traffic volumes on City of Camas roadways to account for regional growth in the area per staff direction. Continued use of a two percent annual growth rate was assumed to the City of Vancouver roadways (NE 192nd Avenue).

The same lane configurations used in the 2018 analysis were assumed, with the exception of the configuration at NE Ingle Road/NE Goodwin Road. As previously noted, the developer proposes to construct an exclusive eastbound left-turn lane at the intersection in conjunction with the Phase 1 site development so this turn lane was assumed for the 2029 analysis. Signal timings were optimized with the assumption that signals in the area will be re-timed in the next fifteen years. In addition, some peak hour factors (PHF) were increased to account for future traffic changes, including:

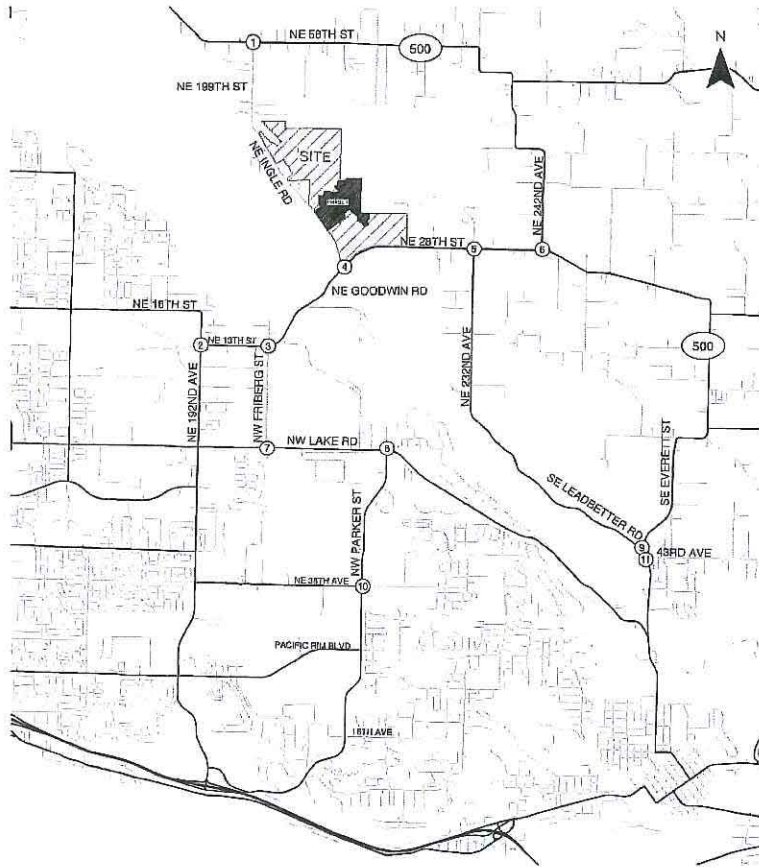
- PHF increased to 0.80 in the a.m. peak hour at NW Friberg Street/NE Goodwin Road and NE 242nd Avenue/NE 28th Street
- PHF increased to 0.75 in the a.m. peak hour at NW Friberg Street/NW Lake Road; NW Parker Street/NW Lake Road; and NW Parker Street/NE 38th Avenue

Traffic Operations

Figures 16 and 17 summarize the year 2029 background traffic operations analysis results at the study intersections for the weekday a.m. and weekday p.m. peak-hours, respectively. As illustrated in the figures, all but two of the study intersections are forecast to operate acceptably:

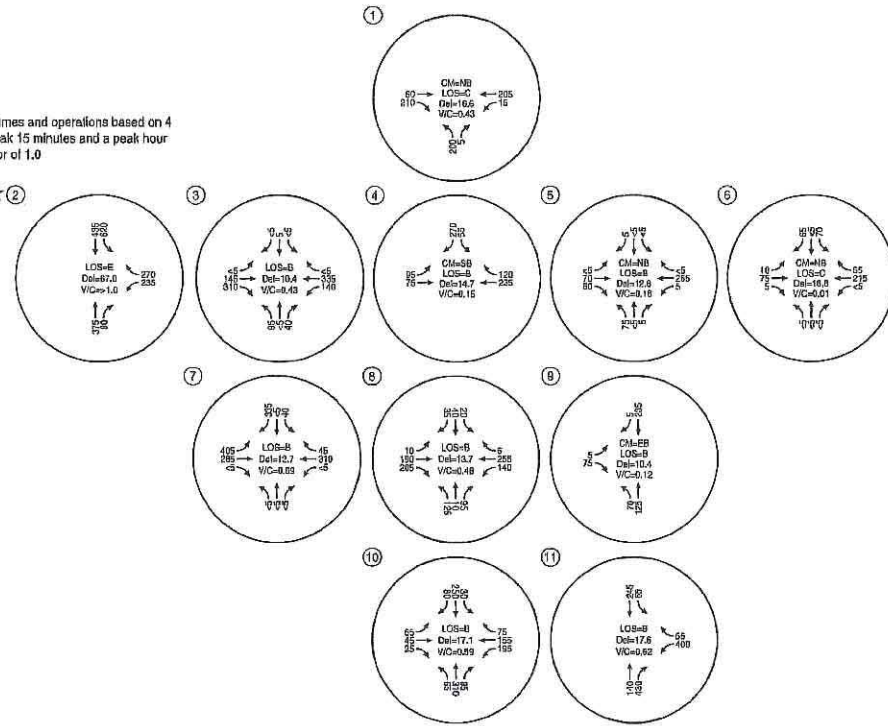
- The intersection of NE 192nd Avenue/NE 13th Street is projected to operate at a LOS E and over-capacity during the weekday a.m. peak hour and LOS F and over-capacity during the p.m. peak hour.
- The southbound approach to the Intersection of NE Ingle Road/NE Goodwin Road is projected to operate at a LOS E during the weekday p.m. peak hour (with provision of the westbound right-turn lane recommended in conjunction with Phase 1 site development).

Appendix "J" contains the 2029 background conditions traffic operations worksheets.



★ Volumes and operations based on 4 x peak 15 minutes and a peak hour factor of 1.0

★ ②



CM = CRITICAL MOVEMENT (TWSC)
 LOS = INTERSECTION LEVEL OF SERVICE (SIG) / CRITICAL MOVEMENT LEVEL OF SERVICE (TWSC)
 Del = INTERSECTION AVERAGE CONTROL DELAY (SIG / CRITICAL MOVEMENT CONTROL DELAY (TWSC))
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO
 TWSC = TWO-WAY STOP CONTROL

2029 Background Conditions
 Weekday AM Peak Hour
 Camas, Washington

Figure
 16

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2029 Total Traffic Conditions

The year 2029 total traffic analysis forecasts how the study area's transportation system will operate with full build-out of the proposed master plan development. The year 2029 background traffic volumes were added to the full build-out site-generated traffic to arrive at the total traffic volumes.

Traffic Operations

Figures 18 and 19 summarize the year 2029 total traffic operations analysis results at the study intersections for the weekday a.m. and weekday p.m. peak-hours, respectively. The projected turning movement counts are rounded to the nearest five vehicles per hour. As shown, the following study intersections do not meet standards during either the weekday a.m. or p.m. peak periods:

- NE 199th Avenue/NE 58th Street (SR 500) (weekday a.m. and p.m. peak hours)
- NE 192nd Avenue/NE 13th Street (weekday a.m. and p.m. peak hours, previously was failing during background a.m. and p.m. peak hours)
- NE Ingle Road/NE Goodwin Road (weekday a.m. and p.m. peak hours, previously was failing during background p.m. peak hour)

Potential mitigation measures for these intersections are discussed later in the report.

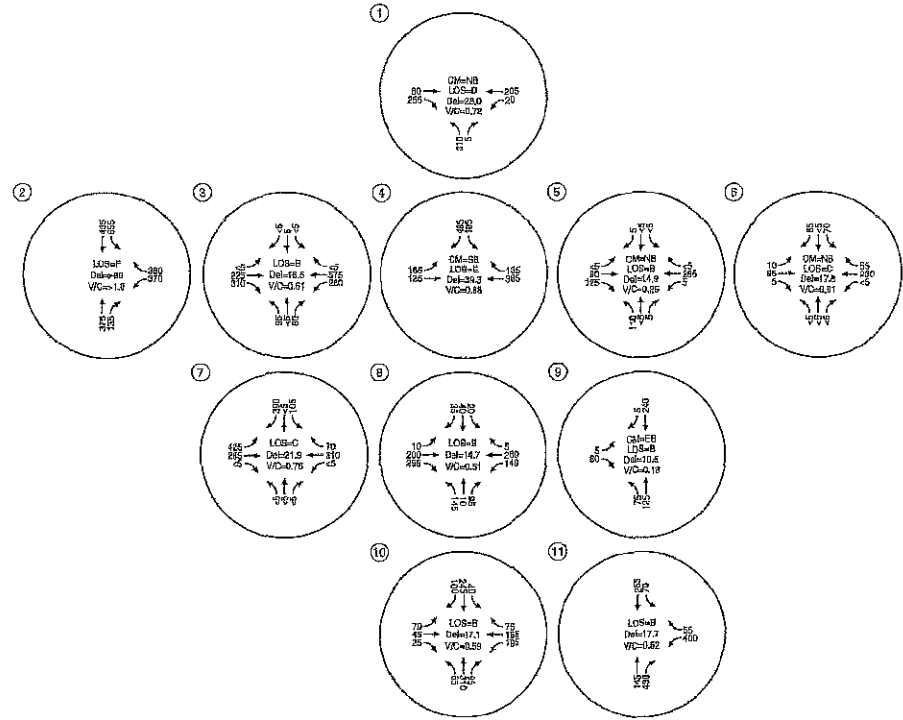
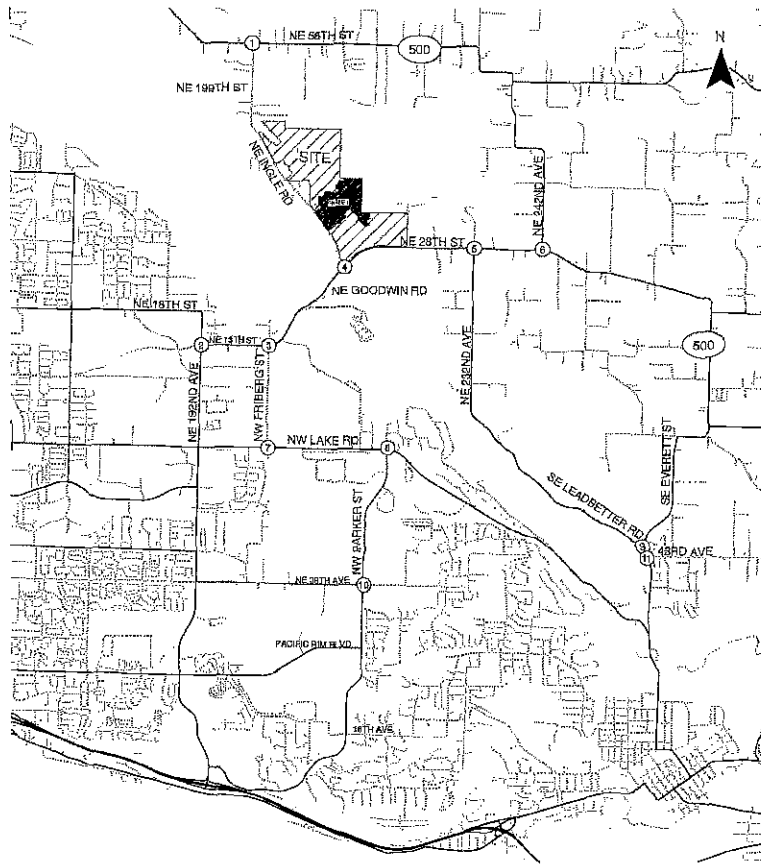
Appendix "K" contains the 2029 total traffic conditions traffic operations worksheets.

Turn-Lane Considerations

As referenced under the "Analysis Methodology," roadways under Washington State jurisdiction are subject to the turn lane guidelines contained in the *WSDOT Design Manual* (Reference 3). The potential need for turn-lanes at each study intersection was reviewed for the analysis scenarios. Intersections that meet turn-lane guidelines are further discussed below.

NE 199th Avenue/NE 58th Street (SR 500)

Traffic volumes at the intersection of NE 199th Avenue/NE 58th Street (SR 500) meet WSDOT's guidelines for an eastbound right-turn lane on NE 58th Street under existing conditions and all future scenarios during both the weekday a.m. and p.m. peak hour. Construction of a right-turn lane could require right-of-way acquisition and will likely impact one or more private driveways along NE 58th Street (depending on the length of the deceleration lane constructed).



OM = CRITICAL MOVEMENT (TWSC)
 LOS = INTERSECTION LEVEL OF SERVICE (SIG) / CRITICAL MOVEMENT LEVEL OF SERVICE (TWSC)
 Del = INTERSECTION AVERAGE CONTROL DELAY (SIG) / CRITICAL MOVEMENT CONTROL DELAY (TWSC)
 VC = CRITICAL VOLUME TO CAPACITY RATIO
 TWSC = TWO-WAY STOP CONTROL

2029 Total Traffic Conditions (Build Out)
 Weekday AM Peak Hour
 Camas, Washington

Figure 18

The table below assesses volumes at the intersection for various horizon year scenarios and the impact of the proposed development.

Table 7: NE 199th Avenue/NE 58th Street (SR 500) Eastbound Right-Turn Lane Assessment

Scenario	Eastbound Right-Turn (EBRT) Volume	Meets Guideline?	Development-Added EBRT Trips	Impact of Development
2014 Existing Traffic – AM Peak	180	Yes		
2014 Existing Traffic – PM Peak	145	Yes		
2018 Background Traffic – AM Peak	180	Yes	8 (Phase 1)	4%
2018 Background Traffic – PM Peak	150	Yes	27 (Phase 1)	18%
2029 Background Traffic – AM Peak	210	Yes	45 (Build-out)	21%
2029 Background Traffic – PM Peak	190	Yes	138 (Build-out)	73%

The recorded crash history at the intersection was reviewed to identify potential safety issues that an eastbound right-turn lane might address. No crashes were reported involving vehicles making an eastbound right-turn. Given the lack of crash history and the relatively small impact of Phase 1, no improvements are recommended in conjunction with Phase 1. Nonetheless, given the amount of site-generated traffic that will be added to the eastbound right-turn movement as future phases of the master plan build-out, if right turn crashes materially increased, it is possible that a nexus could be established between requiring construction of an eastbound right-turn lane and traffic volume increases attributable to master plan trip development. Accordingly, we recommend that future site plan applications prepared subsequent to Phase 1 provide an updated assessment as to the potential need for providing a right-turn taper or lane at the intersection.

NE 242nd Avenue (SR 500)/NE 28th Street

Traffic volumes at the intersection of NE 242nd Avenue (SR 500)/NE 28th Street meet WSDOT’s guidelines for a left-turn lane on the eastbound approach under existing conditions and all future scenarios during the weekday p.m. peak hour. The table below assesses volumes at the intersection for each horizon year scenario and the impact of the proposed development. *As shown in the table, the Phase 1 development does not add any trips to the eastbound left-turn lane.* The trips generated by build-out of the master plan development are from the retail component and total less than 10.

Table 8: NE 242nd Avenue (SR 500)/NE 28th Street Eastbound Left-Turn Lane Assessment

Scenario	Eastbound Left-Turn Volume	Meets Guidelines? (Recommended Storage)	Development-Added Trips	Impact of Development
2014 Existing Traffic – AM Peak	10	No		
2014 Existing Traffic – PM Peak	80	Yes (100 feet)		
2018 Background Traffic – AM Peak	10	No	0 (Phase 1)	0%
2018 Background Traffic – PM Peak	80	Yes (100 feet)	0 (Phase 1)	0%
2029 Background Traffic – AM Peak	10	No	2 (Build-out)	20%
2029 Background Traffic – PM Peak	90	Yes (100 feet)	9 (Build-out)	10%

The recorded crash history at the intersection was reviewed to identify potential safety issues that an eastbound left-turn lane might address. While two angle crashes were reported from vehicles making a southbound left-turn, no crashes were reported involving vehicles making an eastbound left-turn.

Based on our review of the information provided above, we find no basis for recommending improvements to the NE 242nd Avenue (SR 500)/NE 28th Street intersection in conjunction with Phase 1 site development. We base this conclusion on the proposed development adding no trips to the left-turn movement in question, the lack of crash history related to left-turns, and the general lack of a nexus given the small trip impact of the proposed Phase 1 development at this location.

Planned Future Intersection Improvements

The 2012 *City of Camas Traffic Impact Fee Update Report* (Reference 2) identifies the future need to widen NE 28th Street to have a center left-turn lane from Ingle Road to NE 242nd Avenue. A related project would create a new NE 242nd Avenue extension south of NE 28th Street. Given the City’s planned improvements, we recommend the City of Camas make a finding that the traffic impact fee payments made by the master plan for Phase 1 and future phases of the project mitigate development impacts at the intersection, and therefore require no additional mitigation.

Recommended Mitigations

As discussed above, all study intersections meet operating standards under existing and 2018 background and total traffic conditions for both the weekday a.m. and p.m. peak hours. Four intersections do not meet operating standards in 2029 under background and/or total traffic conditions; each is discussed below.

NE 199th Avenue/NE 58th Street (SR 500)

The minor street northbound left-turn at the intersection of NE 199th Avenue/NE 58th Street (SR 500) is projected to not meet current WSDOT standards in the 2029 total traffic conditions during the weekday a.m. and p.m. peak hours. The intersection is projected to operate at a volume-to-capacity (v/c) ratio of 0.72 and LOS D during the a.m. peak hour and v/c ratio of 0.70 and LOS D during the p.m. peak hour. It is therefore not within WSDOT's LOS requirement (LOS C) for non-HSS facilities in rural areas. The intersection is three-legged and stop-controlled on the northbound approach. The northbound left-turn is the critical movement at the intersection, with all other movements operating at a LOS A and well under capacity. During both the weekday a.m. and p.m. peak hours, the northbound left-turn is 3 seconds or less over the delay threshold between LOS C and LOS D. In the event that the area around the intersection urbanizes before build-out, the WSDOT performance standard will shift to LOS E and the intersection would operate within WSDOT standards.

As discussed in the *Turn-Lane Considerations* section above, the intersection currently meets warrants for an eastbound right-turn lane, which would improve operations for northbound left-turning vehicles to a LOS C during the 2029 total traffic conditions. As also discussed above, it is expected that a nexus might ultimately be established between requiring construction of an eastbound right-turn lane and traffic volume increases attributable to master plan trip development, based on LOS and delay at the intersection. Accordingly, we recommend that future site plan applications prepared subsequent to Phase 1 provide an updated assessment as to the potential need for providing a right-turn taper or lane at the intersection, considering both the need for a right-turn taper or lane and delay with the northbound left-turn.

Appendix "L" contains the traffic operations worksheets supporting the potential mitigations at NE 199th Avenue/NE 58th Street (SR 500).

NE 192nd Avenue/NE 13th Street

The intersection of NE 192nd Avenue/NE 13th Street is projected to not meet standards in the 2029 background conditions and the 2029 total traffic conditions during both the weekday a.m. and p.m. peak hours. The intersection operates over-capacity in all four of these scenarios and at a LOS F during the weekday p.m. peak hour in the background conditions and weekday a.m. and p.m. peak hours in the total traffic scenarios.

Potential Future City of Vancouver Improvements

The City of Vancouver has identified NE 192nd Avenue as ultimately requiring five travel lanes (two southbound through lanes, a center left-turn lane, and two northbound through lanes) and includes

the widening on the City's Traffic Impact Fee (TIF) program project list. Because no near-term funding has been programmed for the future five-lane section, the existing section was assumed to be in place in 2029 for the purposes of this traffic study. Widening by the City of Vancouver or others in the interim would add capacity and change the intersection operations.

In the event that NE 192nd Avenue is widened to five lanes through the NE 13th Street intersection, the intersection is projected to meet City of Vancouver intersection operating standards under 2029 background conditions. To mitigate total traffic conditions, a westbound right-turn lane would also be required. In the event that 192nd Avenue is not widened, a northbound right-turn lane and westbound right-turn lane would be sufficient to mitigate 2029 total traffic conditions (mitigation assumes maintaining operations equivalent to or better than those experienced under 2029 background conditions with site build-out but does not fully accommodate forecast queuing).

Potential Master Plan Development Mitigation Options

As noted above, the provision of a northbound right-turn lane and westbound right-turn lane would offer more than sufficient capacity to mitigate the impact of the master plan site build-out while also providing additional capacity to allow for future growth and development. Therefore, we recommend the Green Mountain Master Plan provide a proportionate share contribution towards the construction of a northbound right-turn lane and a westbound right-turn lane on NE 13th Avenue. The City of Vancouver has successfully administered pro-rata share contribution collection systems at other intersections, allowing each development impacting a failing intersection to contribute a "fair-share" of the mitigation cost.

Appendix "M" identifies a proposed proportionate cost sharing methodology. Under this methodology, each trip would be assessed a fee of \$391. Therefore the Green Mountain development contribution at full build-out would be approximately \$123,600. *Details of the cost estimate, capacity generated by the improvements, and impact of the proposed development supporting the proportionate share calculations are provided in Appendix "M."*

It should be noted that the NE 192nd Avenue/NE 13th Street intersection is listed on the City of Vancouver's TIF program project list. In the case of the Green Mountain Master plan, any TIF credits issued by the City of Vancouver would only be redeemable for development impacts in Vancouver (not Camas).

NE Ingle Road/NE Goodwin Road

The intersection of NE Ingle Road/NE Goodwin Road is projected to not meet City of Camas intersection operating standards in the 2029 background conditions during the weekday p.m. peak

hour and the 2029 total traffic conditions during both the weekday a.m. and p.m. peak hours. In order to mitigate 2029 background conditions, a two-way left-turn lane could potentially be provided east of the intersection to facilitate southbound left-turns, which are the critical movement at the intersection.

The City's long-term plans anticipate significant reconstruction of the intersection and the approaching roadways as recorded in the 2012 *City of Camas Traffic Impact Fee Update* (Reference 2). Identified improvement needs include:

- Installation of a traffic signal at NE Ingle Road/NE Goodwin Road;
- The extension of a new collector roadway from NE Ingle Road south to NE 232nd Avenue;
- Widening of NE Goodwin Road from two to three lanes between NE Ingle Road and NE 232nd Avenue; and
- Widening of NE Goodwin Road from two to five lanes NE between Friberg Street and NE Ingle Road.

Considering the Green Mountain Master Plan project location and traffic impacts at the intersection, we recommend the following series of mitigations in conjunction with the proposed development:

- Construct an eastbound left-turn lane on NE Goodwin Road at NE Ingle Road with the first Phase 1 trip.
- Construct a westbound right-turn lane on NE Goodwin Road at NE Ingle Road with the 203rd Phase 1 trip (prior to occupancy of 203rd single family home on site). The right-turn lane should provide at least 100 feet of storage. (Note, in the long-term future, the City could consider restriping the right-turn lane to a shared through/right lane when widening of NE Goodwin Road west of NE Ingle Road develops two westbound receiving lanes).
- Construct a three-lane roadway section (with center two-way left-turn lane) on NE Goodwin Road along the site frontage in conjunction with standard frontage improvements as adjacent development occurs.
- Upon completion of Phase 1 site development (including construction of the eastbound left-turn lane and westbound right-turn lane on NE Goodwin Road at NE Ingle Road with Phase 1), the developer shall monitor the need for installation of a traffic signal with each future site plan application at the intersection and construct a traffic signal when the intersection no longer satisfies City of Camas performance standard (LOS "D" and v/c of 0.90 or better) *and* the intersection volumes meet traffic signal warrants (subject to direction from the City of Camas).

- The monitoring effort is recommended to require preparation of then-current traffic counts, assessment of traffic signal warrants based on build-out of the then-current site plan application (and all other approved development), and a summary report prepared by a licensed professional engineer. The study should consider potential turn movement re-routing that is expected to occur at the NE Goodwin Road/NE Ingle Road intersection as new connections to the master plan site are made to NE Goodwin Road east of NE Ingle Road.

On-site Circulation and Operations

We recommend that a detailed review of on-site circulation and operations be prepared in conjunction with each future site plan application. This review will provide an opportunity to consider site-specific details when they become available and should include consideration of vehicular, pedestrian, and delivery vehicle paths.

On-site landscaping, signage and any above-ground utilities should be provided appropriately to ensure that adequate sight distance is provided and maintained and should be considered as part of future site plan applications.

Access Requirements

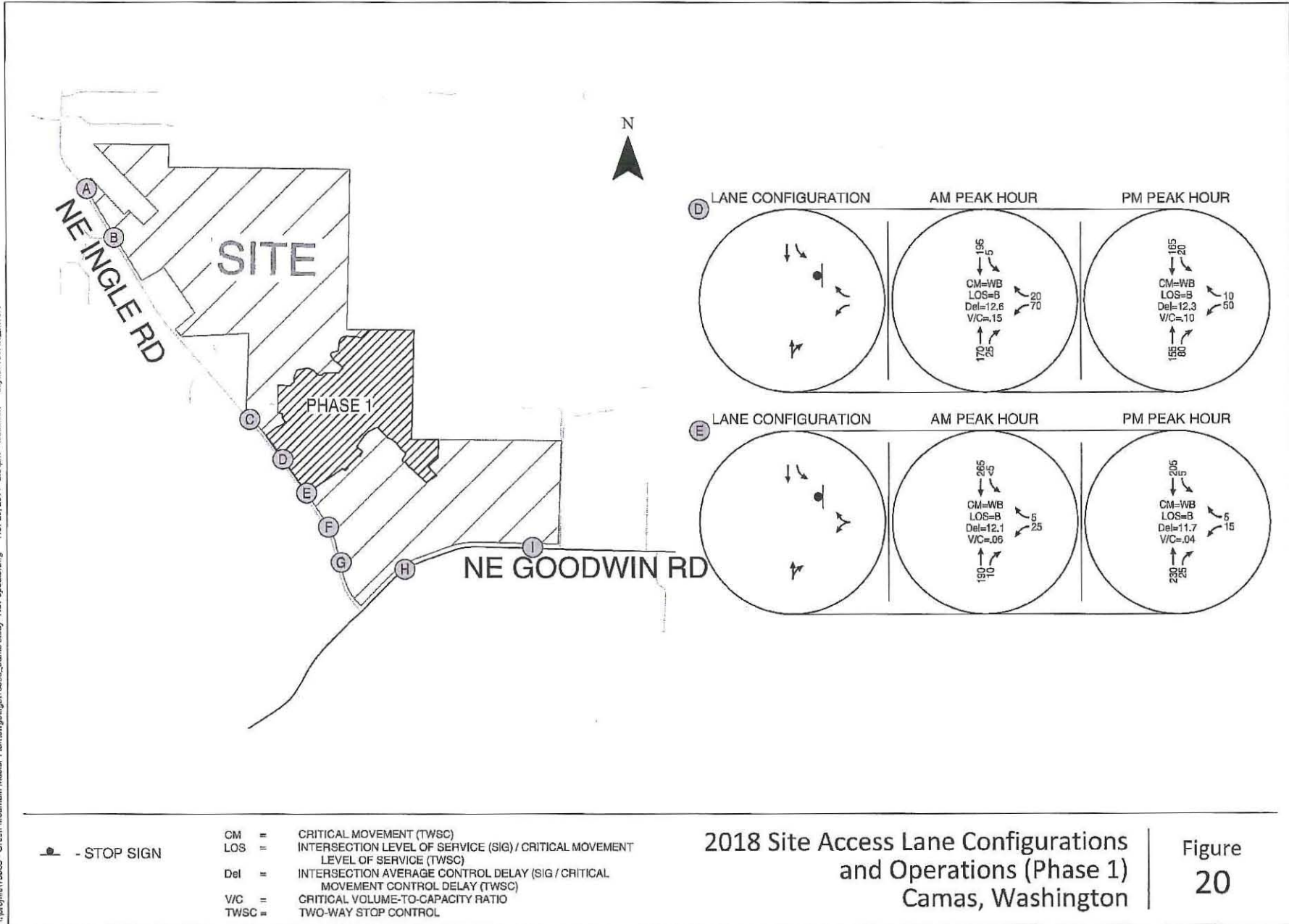
The City of Camas requires a minimum intersection spacing of 330 feet on three lane collector streets. This spacing should be maintained with the proposed development.

Phase 1 Access Operations

The portion of the site that will be developed with Phase 1 is noted in Figure 2. As seen, two access points are proposed for the Phase 1 development. The proposed lane configuration at these accesses and operations is shown in Figure 20. The developer has proposed to maintain access to the existing golf course in conjunction with the Phase 1 development. The existing gravel maintenance only access will be improved to provide an interim main access to the remaining portion of the golf course (reduced to eight holes). The proposed interim golf course access is located approximately 400 feet south of the proposed southern access, which meets the City's intersection spacing requirements for a collector street noted above.

Appendix "N" contains the traffic operations worksheets for the Phase 1 access operations.

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Build-out Access Operations

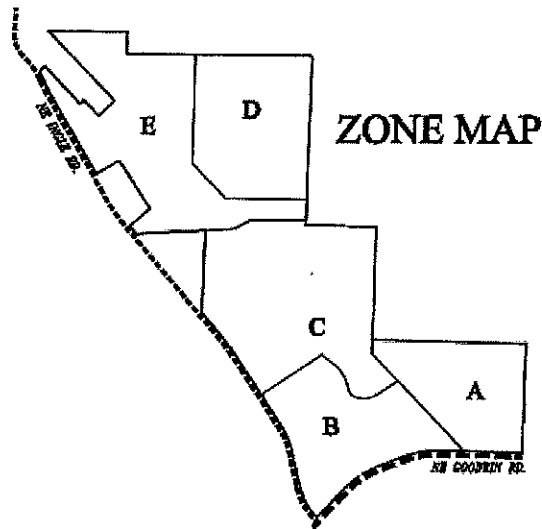
An additional five access points on NE Ingle Road and two access points on NE Goodwin Road are anticipated with full build-out of the development. The exact location of the access points may change as the plans for the development are refined. We assessed operations at these access points assuming the lane configuration shown in Figure 21. As seen in the figure, we expect NE Ingle Road will be developed with a center two-way left-turn lane (TWLTL) through access "C" and NE Goodwin Road will be developed with a TWLTL along the site frontage. Operations at the site accesses for the weekday a.m. and p.m. peak hours are shown in Figures 22 and 23. As seen in the figures, all access points operate at a LOS "C" or better, with the exception of the eastern access on NE Goodwin Road. The southbound left-turn movement at this intersection operates at a LOS D during the weekday p.m. peak hour.

We recommend further evaluation of potential right-turn deceleration lane needs be considered at the time of site plan application. This evaluation should consider the potential need for southbound left-turn lanes or northbound right-turn lanes along NE Ingle Road at the remaining access points as well as corresponding turn lane queue storage requirements. *Appendix "O" contains the traffic operations worksheets for the full build-out access operations.*

EXHIBIT E

Tree Preservation Plan

Zone	Pods Included in Zone	Total Trees in Zone	Trees Preserved	Percentage of Trees Preserved
Zone A (Southeast)	D4, D5, D6 E2, E3	170	90	39%
Zone B (South)	H (CC), A1, A2, A3, B5	342	265	77%
Zone C (Central)	B1, B2, B3, C1, C2, D1, D2, D3, E1	1,454	488	34%
Zone D (Northeast)	G	3,524	2,345	67%
Zone E (Northwest)	B4, E4, F1, F2, F3, F4	4,040	1,571	39%
Total Site		9,589	4,759	50%



The Tree Preservation Plan is based on a complete tree survey of the entire Property. This survey finds that nearly 9,600 trees are present on the property. The Property has been divided into five "zones" that identify five distinct areas of future development. The zones were established to assure that acceptable numbers of trees were preserved throughout the Property, not just in one isolated area rendering the remaining portions of the site bare of trees. The percentage of trees protected in a given zone varies from 34% to 77%, with the net result being that at least 50% of the existing trees on the Property will be preserved.

Compliance with the Tree Preservation Plan will take place with each future development application (Preliminary Plat or Site Plan Review), at which time the applicant will demonstrate that the number of trees protected will meet or exceed the amount listed in the "Trees Preserved" column in the above

table. In the event that a given development application covers only part of a zone, the applicant shall demonstrate that the current development application will not preclude the preservation of the minimum number of trees required to be preserved for that zone when the zone is fully developed. In addition to the trees that will be preserved, thousands of trees will be planted as part of the development's landscape requirements, including in parks, open spaces, streetscapes, and residential areas.

Consistent with Camas City code, Oregon White Oak trees over 20" dbh are considered habitats of local importance, as well as Oregon White Oaks that form a grove of one acre or larger. Such oaks shall be considered jurisdictional for the purposes of this Tree Preservation Plan. Any jurisdictional Oregon White Oak trees shall be mitigated for at a 2:1 stem count ratio and installed within an appropriate area on site. Oregon white oak trees installed as mitigation will be 1.5" caliper at a minimum. Where possible, oaks will be planted within vegetation voids associated with riparian corridors, oak groves and green space to increase oak habitat connectivity across the site. The location of oak plantings shall be at the direction of a professional biologist or certified arborist.

EXHIBIT F

URBAN VILLAGE AREA - Mixed Use, Community Commercial, A and B PODs

Urban Village Area	Minimum of 8.8 acres with ground floor Employment/Commercial Use (as provided for in 18.07.030 Table 1). Allow horizontal and vertical Mixed Use PODs H, A1, A2, A3, B5 and 100 Units at the Village Center
---------------------------	---

DENSITY and DIMENSIONS - Camas MF zones and Green Mountain C, B and A PODs

The bold, italic and underlined standards are the Density, Dimension and use standards for the Green Mountain Project C, B and A pods.

C Pod – 6-10 units/acre – 3000-5000 SF lots

B Pod – 6-18 units/acre – 1000 -3000 SF lots

A Pod – 12-24 units/acre

	MF-10	C PODs	MF-18	B PODs	MF-24	A PODs
DENSITY						
Max. du/gac	10	10	18	18	24	24
Min. du/gac	6	6	6	6	6	12
STANDARD LOTS						
Min. lot SF	3,000	3,000 <i>[a]</i>	2,100	<i>1,000[a]</i>	1,800	<i>1,000[a]</i>
Min. lot width	30	30	20	20	20	20
Min. lot depth	70	70	60	<i>50</i>	60	<i>50</i>
Max.Floor Area per du	No Max	No Max	No Max	No Max	No Max	No Max
SETBACKS						
Min.front/at garage	15/18	<i>10/18</i>	10/18	<i>6/3@OS/18</i>	10/18	<i>None</i>
Min. side	3 [1]	3	3 [1]	3	3 [1]	
Min. side Flanking Street	15	<i>10</i>	15	<i>10</i>	15	<i>None [d]</i>
Min. rear (<i>garage @alley</i>)	10	<i>10[b][c]</i>	10	<i>10[b] [c]</i>	10	<i>None [c]</i>
LOT COVERAGE, Max.	55%	55%	65%	<i>None</i>	75%	<i>None</i>
BUILDING HEIGHT, Max.	35 [2]	35	45 [2]	45	45 [2]	<i>60</i>

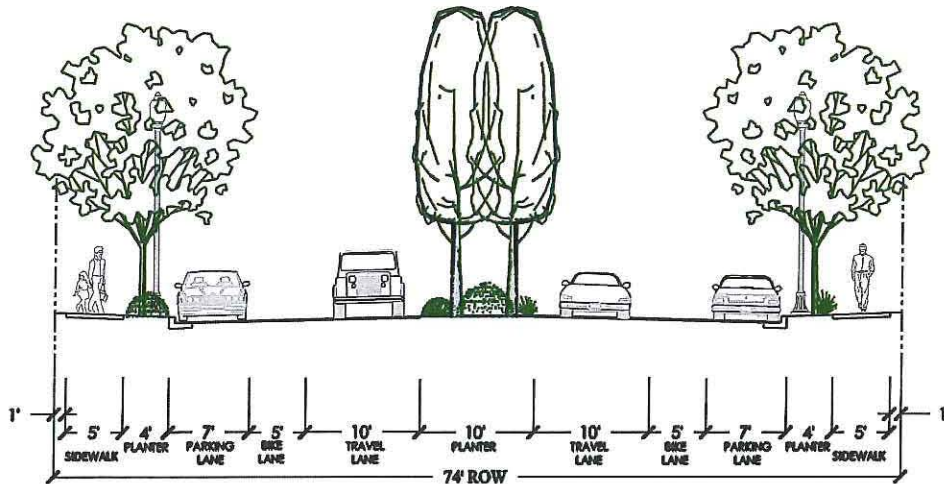
a. Single Family Detached homes to be permitted. For SFD in A POD apply setbacks in B POD.

b. 10 feet for front access garage.

c. Minimum rear yard for alley accessed garage is either 3' or 18'.

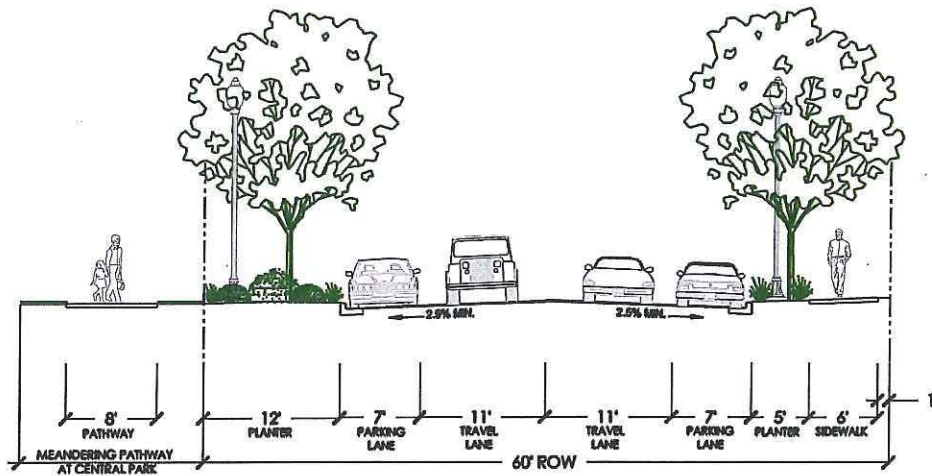
d. Franchise utilities to be located in front or side yard easements abutting right of way.

1. The non-attached side of a dwelling unit shall be three feet, Otherwise a zero-lot line is assumed.
2. Maximum building height: three stories and a basement but not to exceed maximum building height.



NOTE: REPLACE PARKING WITH LANDSCAPED CURB EXTENSION AT SELECT INTERSECTIONS

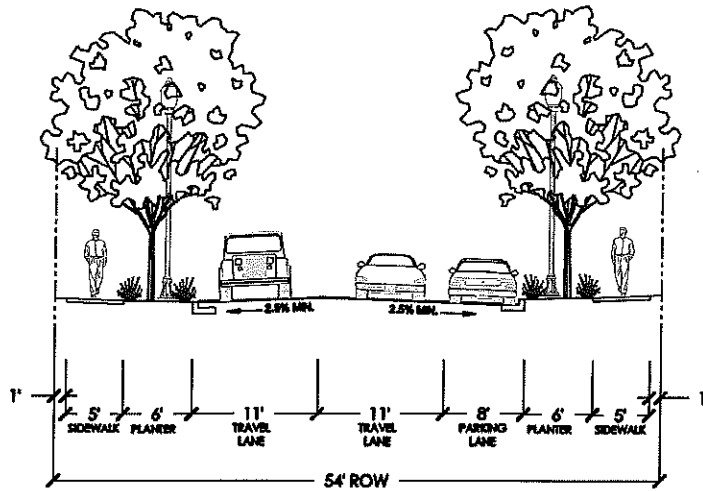
ENTRY BOULEVARD



CIRCULATOR STREET AT CENTRAL PARK

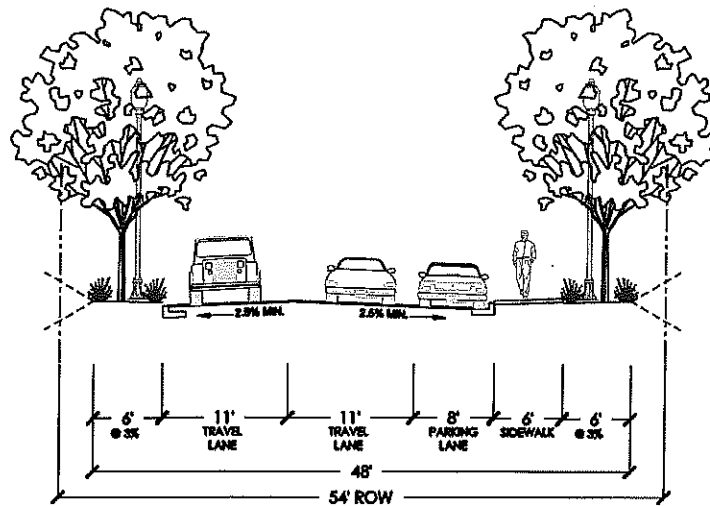
EXHIBIT G

11/14/14



CIRCULATOR STREET

AT D & E PODS



CIRCULATOR STREET

**AT ENVIRONMENTALLY SENSITIVE FRONTAGE OR CROSSING &
AT STREET GRADES GREATER THAN 12%**

EXHIBIT G

11/14/14

RESOLUTION NO. 1315

A RESOLUTION approving a Development Agreement between the City of Camas and Green Mountain Land LLC superseding and replacing the Pre-Annexation Agreement dated May 22, 2008, and the Development Agreement dated December 21, 2009.

WHEREAS, Green Mountain Land LLC is the owner of certain real property located within the City of Camas and subject to a Pre-Annexation Agreement dated May 22, 2008 and recorded under Clark County Auditor's File No. 4458438, and a Development Agreement dated December 21, 2009 and recorded under Clark County Auditor's File No. 4636619; and

WHEREAS, the parties have negotiated a Development Agreement which is intended to supersede and replace the aforementioned Pre-Annexation Agreement and Development Agreement; and

WHEREAS, the Development Agreement sets forth certain development standards that will govern the development of the property and sets forth the procedure for the submission of development applications consistent with the subsequent adoption by the City of additional planning; and

WHEREAS, the City Council has conducted a public hearing on the proposed Development Agreement on December 15, 2014, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council finds that the agreement has been reviewed by the Director of Community Development and has been found to meet applicable planning requirements; and

WHEREAS, the City Council desires to approve the Development Agreement;

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

I

That certain Development Agreement between the City of Camas and Green Mountain Land LLC relating to certain real property located within the City's municipal boundary is hereby approved, and the Mayor is authorized and instructed to sign the agreement on behalf of the City.

II

The Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70(b).190.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY
THE MAYOR this _____ day of December, 2014.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



STAFF REPORT
Final Plat for Hidden Terrace Subdivision

File No. FP14-04

(Related Files as "Hidden Meadows": MajMod13-01 and SUB05-08)

December 8, 2014

TO: Mayor Higgins
City Council

MEETING DATE: December 15, 2014

FROM: Wes Heigh, Project Manager
Sarah Fox, Senior Planner

LOCATION: Near the intersection of NW Astor and NW 43rd Avenue. Parcel # 177882-000

OWNER: Hidden Meadows JV LLC

APPLICABLE LAW: The application was submitted on July 28, 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; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

BACKGROUND INFORMATION

- | | |
|--|--|
| <ul style="list-style-type: none"> • 60 Lots (Size range: 6,638 to 11,284 sq. ft.) • Zoning: Single-family residential (R-7.5) | <ul style="list-style-type: none"> • Total area: 18.69 acres • Recreational open space: 2.42 acres |
|--|--|

Hidden Terrace Subdivision (formerly "Hidden Meadows" SUB05-08) is a 60 lot single-family subdivision, which received preliminary plat approval on December 5, 2005. The initial decision was modified through a Major Modification decision (MajMod13-01) on April 17, 2013, and other minor modifications (on file). The conditions of the major modification decision replaced the preliminary plat decision.

Staff found that the application met the requirements of Final Plat approval in accordance with CMC§17.21.060. This staff report addresses compliance with the conditions of approval of MajMod13-01, and the criteria for final plat approval.

Conditions of Approval for MajMod13-01	Findings
1. The applicant shall install the off-site STEF sanitary sewer mainline extension shown on Plan Sheet 23 of the approved construction drawings at the time of the Phase I improvements.	Subdivision has been built in one phase. STEF is installed.
2. Prior to final acceptance of Phase 1, the applicant shall provide a landscape plan to indicate the location of mitigation trees within the open space tract. The applicant shall mitigate for the removal of each previously retained tree by installing two new trees in the open space tract. The landscape plan shall provide the locations, size (at least 2" caliper at breast height), and species of trees to be planted.	Pending final acceptance.

<p>3. Mitigation trees shall be planted prior to final acceptance of Phase 1 during the fall season; otherwise a watering system shall be installed to ensure plant survival. Estimated costs of mitigation trees shall be included as a line item in final plat warranty bond.</p>	<p>Pending final acceptance.</p>
<p>STANDARD CONDITIONS OF APPROVAL</p>	
<p>4. Stormwater treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Stormwater Manual design guidelines. Final stormwater calculations shall be submitted at the time of final construction plan submittal.</p>	<p>Construction plans were approved.</p>
<p>5. All construction plans will be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.</p>	<p>Construction plans were approved and fee received.</p>
<p>6. Underground (natural gas, CATV, power, street light and telephone) utility plans shall be submitted to the City for review and approval prior to approval of the construction plans.</p>	<p>Underground utility locations are approved.</p>
<p>7. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved subdivision. The City will supply the list of required signs, markings and barriers at the time paving is scheduled.</p>	<p>Signs are installed.</p>
<p>8. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer's estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.</p>	<p>Construction plans were approved and fees were paid.</p>
<p>9. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners.</p>	<p>No entrance structures have been proposed.</p>
<p>10. A homeowner's association (HOA) will be required for this development. The applicant will be required to furnish a copy of the C.C. & R.'s for the development to the City for review. Specifically, the applicant will need to make provisions in the C.C. & R.'s for maintenance of the stormwater detention and treatment facilities, the T-7 trail, and any storm drainage system or easements outside the City's right of way (if applicable).</p>	<p>Maintenance provisions are included in CC&Rs.</p>
<p>11. Building permits shall not be issued until this subdivision is granted Final Acceptance in accordance with the provisions of CMC 17.21.070.</p>	<p>Pending final acceptance.</p>
<p>12. The applicant shall remove all temporary erosion prevention and sediment control measures from the site at the end of the two-year warranty period, unless otherwise directed by the Public Works Director.</p>	<p>Will comply</p>

13. Final plat and final as-built construction drawing submittals shall meet the requirements of the CMC 17.11.060, CMC 17.01.050 and the Camas Design Standards Manual for engineering as-built submittals.	Included in bond
<i>Planning Department</i>	
14. The applicant shall install a wall or fencing with landscaping along NW Astor Street and NW 43rd Avenue.	Included in bond
<i>Engineering Department</i>	
15. Prior to approval of final engineering plans the water system design shall meet the City's requirements for looping and or installation of pressure reducing valves as may be necessary.	Water system was approved and installed.
16. The applicant shall provide a 37' half width ROW dedication and a 24' half width street improvement that will provide for future east and west bound left turn pockets 100' in length on NW 43rd Ave. at proposed Street "C" and a similar south bound left turn pocket on NW Astor St. at proposed Street "A".	Constructed as required
17. The applicant shall install a minimum of a 24' half width street improvement from the existing westerly terminus on NW 40th Avenue and provide an acceptable turnaround at the west end thereof. Additionally the applicant should not encroach, trespass, clear or cause any work outside of the subject property.	Constructed as required
18. The final engineering plans shall include typical street sections and detached sidewalk designs acceptable to the City.	In compliance
19. Prior to final engineering plan approval the applicant shall submit a plan acceptable to the City that addresses the requirements of the Parks, Recreation, and Open Space Comprehensive Plan. The actual cost of the T-5 Neighborhood Trail is eligible for Park Impact Fee credits and the actual location of the trail shall be shown on the final plat.	Trail plan was acceptable and is on the face of the plat.
20. The applicant shall properly decommission the existing domestic water well. Additionally the applicant shall properly abandon any septic tanks or drain fields that may be discovered on site.	In compliance
21. The applicant shall produce all of the required ROW vacation request petitions, documents, exhibits and legal descriptions as may be necessary to properly process and record the proposed ROW vacation for that portion of the existing 40' ROW of NW Astor Street and NW 43rd Avenue that will be located outside of the newly platted and dedicated ROW associated with the proposed roadway realignment.	Street alignment was approved, and dedication was unnecessary.
22. The applicant will pay a fee in lieu of developing sidewalk at northern edge of curve at NW 43rd and NW Astor Street.	Fee paid
<i>Parks Department</i>	
23. The applicant will receive credit toward the development for connecting to the T-5 trail system. Exact alignment of trail will be determined in the field.	Trail plan was acceptable and is on the face of the plat.
24. The applicant will revise the open space plan to provide connectivity for the residents of the subdivision. The applicant	Trail plan was acceptable and

shall construct a T-7 trail from NW Sierra and NW 43 rd Street to connect to the T-5 trail through the development. The T-7 trail must be maintained by the HOA.	is on the face of the plat.
<i>Fire Department</i>	
25. NFPA 13D Automatic fire sprinkler systems are required in dwellings constructed on Lots 6 thru 11 of Phase I; Lots 4 thru 7 of Phase II; Lots 4 thru 8 of Phase III; and any other dwelling that does not meet fire flow requirements.	Will comply when building permits are issued.
26. All structures shall be reviewed by the Fire Department for fire flow requirements, and water supply availability from the closest hydrant, prior to issuing a building permit. IFC 508	Will comply
27. Automatic fire sprinklers are required in all model homes and homes used as sales offices.	Will comply
28. Six fire hydrants are required at locations as follows: (1) NE Corner of Lot 43 Phase I; (2) Between Lots 24 & 25 Phase I; (3) SW corner of Lot 33 Phase I; (4) Between Lots 11 & 12 Phase I; (5) NE Corner of Lot 8 Phase II; and (6) SW Corner of Lot 3 Phase III	Applicant will provide fire sprinkler systems to all homes. A note on the final plat confirms. Fewer hydrants were required.
29. All hydrants shall be Flow Tested by permit with the fire marshal's office following NFPA guidelines to establish GPM at 20 psi. Flow testing shall be performed by a Washington State Licensed Fire Sprinkler Contractor.	Testing occurred as required.
30. Address monument required for flag Lot 8 in Phase III and shall be located where the driveway leaves the main road.	Will comply

Final Plat Criteria for Approval (CMC 17.21.060-C)

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

Findings: The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.

Recommendation

Staff recommends that Council **APPROVE** the final plat of Hidden Terrace Subdivision (file #FP14-04) as submitted.

HIDDEN TERRACE
 A SUBDIVISION IN A PORTION
 OF THE SW QUARTER OF SECTION 34,
 T. 2 N., R. 3 E., W. M.,
 CLARK COUNTY, WASHINGTON
 JOB NO. 4-1-121 DATE: 12-01-14
 SHEET 1 OF 3

CITY OF CAMAS MAYOR:
 APPROVED: _____ DATE: _____
 THESE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DESIGNATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL.

CITY OF CAMAS FINANCE DIRECTOR:
 APPROVED: _____ DATE: _____

CITY OF CAMAS COMMUNITY DEVELOPMENT DEPARTMENT:
 APPROVED: _____ DATE: _____

CITY OF CAMAS ENGINEER:
 APPROVED: _____ DATE: _____
 A) ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL.
 B) ALL IMPROVEMENTS MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS.
 C) ALL UTILITIES AND REPRODUCIBLE MATERIALS RECORDS IN A PLAT CENTERED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED FOR CITY RECORDS.

FIRE CHIEF:
 APPROVED: _____ DATE: _____

CLARK COUNTY ASSESSOR:
 THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. 81.170, LAWS OF WASHINGTON, TO BE KNOWN AS "JUDICIAL REPOSSESSION."
 PLAT NO. _____ IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

COUNTY ASSESSOR:
 APPROVED: _____ DATE: _____

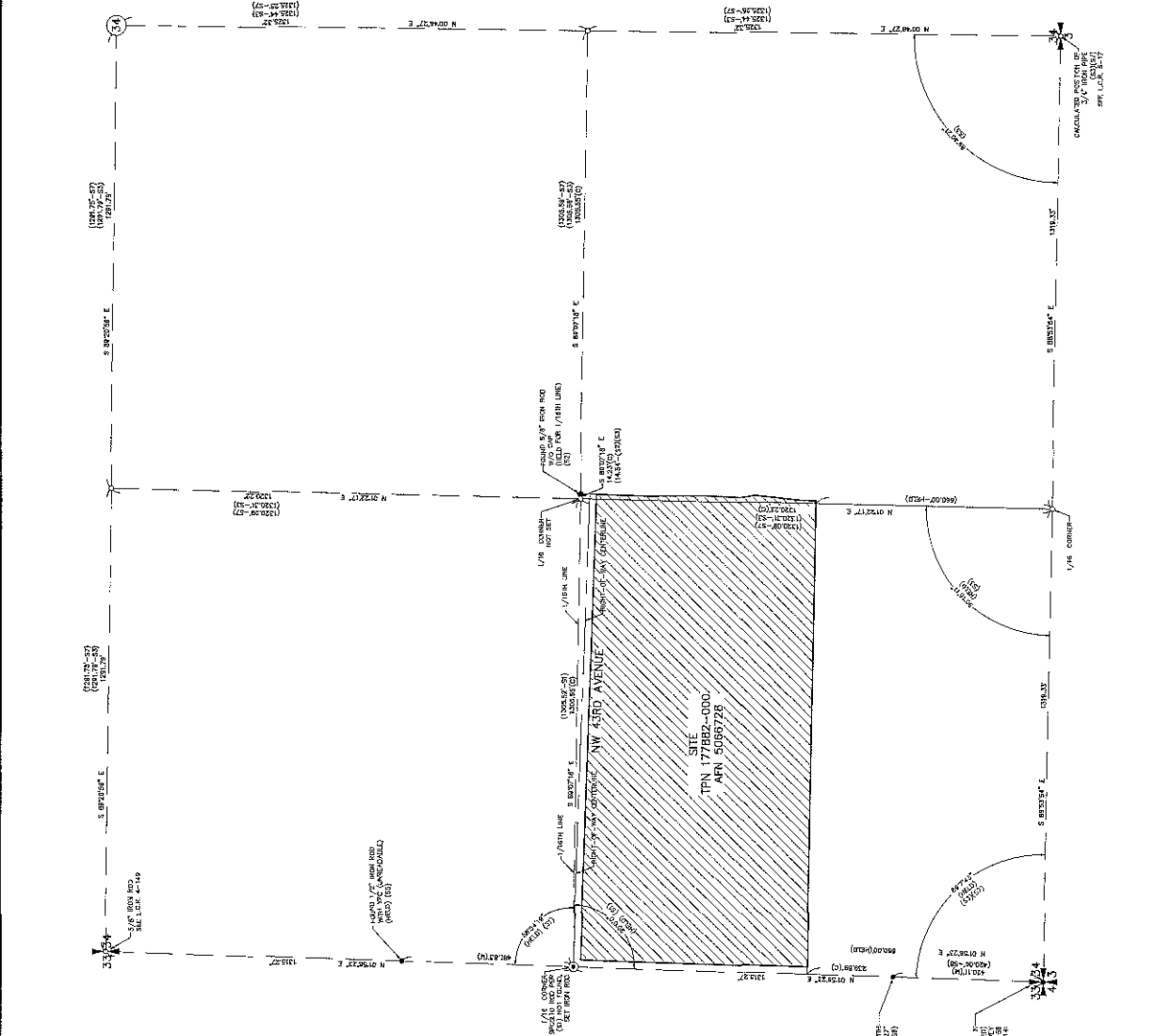
CLARK COUNTY AUDITOR:
 FILED FOR RECORD THIS _____ DAY OF _____ 2014
 AT THE OFFICE OF _____ CLERK OF PLATS
 AUDITOR'S RECEIVING NO. _____

DEPUTY/COUNTY AUDITOR:
 _____ DATE: _____

SURVEYOR'S CERTIFICATE:
 I, _____, SURVEYOR, DO HEREBY CERTIFY THAT THE FIELD AND BENCH SURVEYING HAS BEEN CONDUCTED TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GRACE A. CALVIN, PROFESSIONAL LAND SURVEYOR
 PLS NO. 43809 12-01-14

UTILITY AND SIDEWALK EASEMENT:
 AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET AT THE FRONT BOUNDARY LINES OF ALL LOTS FOR THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, OPERATION AND REPAIRING OF WATER, GAS, ELECTRIC, TELEPHONE, CABLE, WATER AND SANITARY SEWER SERVICES, ALSO A SIDEWALK EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET AT THE FRONT BOUNDARY LINES OF ALL LOTS ADJACENT TO PUBLIC STREETS.



- NOTES:**
- 1) A HOMEOWNERS ASSOCIATION WILL BE REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE C.C. & R.S. SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS.
 - 2) A RIGHT OF ENTRY IS HEREBY GRANTED TO THE CITY OF CAMAS FOR THE REPAIR AND MAINTENANCE OF THE STREET SEWER SYSTEM.
 - 3) THE REPAIR AND MAINTENANCE OF THE STREET SEWER SYSTEMS FOR INDIVIDUAL LOTS WILL BE THE RESPONSIBILITY OF SAID INDIVIDUAL.
 - 4) BUILDING COVERAGE MUST NOT EXCEED 35% OF THE LOT.
 - 5) NO FURTHER SHORT PLATING OR SUBDIVISION WILL BE PERMITTED WITHIN THE SUBDIVISION.
 - 6) A FINAL OCCUPANCY PERMIT WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED.
 - 7) THE LOTS IN THE SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SOCIAL AND ECONOMIC IMPACT FEES, AND PARKING SPACE IMPACT FEES. EACH NEW SOCIAL AND ECONOMIC IMPACT FEE AND PARKING SPACE IMPACT FEE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE.
 - 8) UNDESIRABLE ACTIVITIES SHALL BE PROHIBITED DURING THE COURSE OF A PERMITTED GROUND DISTURBING OPERATION OR ACTIVITY. ALL GROUND DISTURBING ACTIVITIES SHALL BE LIMITED TO THE BOUNDARIES OF THE PERMITTED GROUND DISTURBING OPERATION.
 - 9) RECOMMENDATIONS OF THE GEOTECHNICAL REPORT DATED JUNE 23, 2005 PREPARED BY GEOPACIFIC ENGINEERING INC. SHALL BE FOLLOWED PRIOR TO ISSUANCE OF BUILDING PERMITS.
 - 10) ONLY HAZARDOUS TREES MAY BE REMOVED FROM THE OPEN SPACE.
 - 11) ALL HOMES CONSTRUCTED IN THIS SUBDIVISION WILL BE EQUIPPED WITH TRACES OF "36", "12" AND "10" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER.
 - 12) DETAILS OF HOA MAINTENANCE RESPONSIBILITIES WILL BE CONTAINED IN THE DEVELOPMENT C.C.R.S.

- LEGEND:**
- INDICATES FOUND MONUMENT AS NOTED.
 - INDICATES CALCULATED CORNER POSITION.
 - INDICATES CALCULATED CORNER POSITION (INTERIOR SET).
 - () INDICATES RECORD INFORMATION.
 - (ST) INDICATES SURVEY REFERENCE.
 - (M) INDICATES MEASURED DISTANCE.
 - (C) INDICATES CALCULATED DISTANCE.
 - LCR INDICATES LAND CORNER RECORD.
 - YPC INDICATES YELLOW PLASTIC CAP.
- SURVEY REFERENCES:**
1. BROUGHT SURVEY BOOK NO. PAGE 56
 2. PLAT OF "LACAMAS VIEW", BOOK "14", PAGE 75.
 3. PLAT OF "LACAMAS VALLEY STATE", BOOK "14", PAGE 44.
 4. PLAT OF "LACAMAS VALLEY STATE", BOOK "14", PAGE 196
 5. PLAT OF "LAKE FORTE WEST", BOOK "17", PAGE 106
 6. PLAT OF "LACAMAS VALLEY STATE", BOOK "14", PAGE 40
 7. SPOSSID SURVEY BOOK 38, PAGE 37.
- DEED REFERENCES:**
- GRANTER: ASSOCIATIVE DEVELOPMENT II CORP.
 GRANTEE: ASSOCIATIVE DEVELOPMENT II CORP.
 ATN. 5056728
 RECORDED: APRIL 23, 2014

SCALE 1 INCH = 100 FEET

MINISTER AND GLEESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNLAWFUL TITLE, RIGHT OF ADVERSE POSSESSION, ACCUMULATED ESTOPPEL, ETC. A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION.

PREPARED BY:
 MINISTER AND CLAESER
 SURVEYING, INC.
 2209 E. EVERETT BLVD.
 VANCOUVER, WA 98681
 (360) 684-3313

SURVEY REFERENCES:

1. SPOSTO SURVEY BOOK 28, PAGE 56
2. PLAT OF "LACAMAS VIEW", BOOK "T", PAGE 751
3. GILSON SHORT PLAT BOOK 2, PAGE 449
4. PLAT OF "GRASS VALLEY ESTATES", BOOK "T", PAGE 441
5. PLAT OF "LAKE FRONTIER WEST", BOOK "T", PAGE 195
6. PLAT OF "TRISTA ESTATES", BOOK 31, PAGE 40
7. SPOSTO SURVEY BOOK 28, PAGE 31

LINE	BEARING	DISTANCE
L1	S 89°07'37" W	16.84
L2	S 43°01'47" E	16.50
L3	N 80°13'37" W	7.00
L4	N 78°15'53" W	1.69
L5	N 78°15'53" W	46.92
L6	S 72°12'25" E	17.49
L7	S 17°47'30" W	17.00
L8	S 72°12'25" E	17.46
L9	N 82°54'01" E	42.83
L10	N 82°54'01" E	1.69
L11	N 34°15'54" E	20.00
L12	S 89°07'37" W	20.00
L13	S 07°34'54" E	42.30

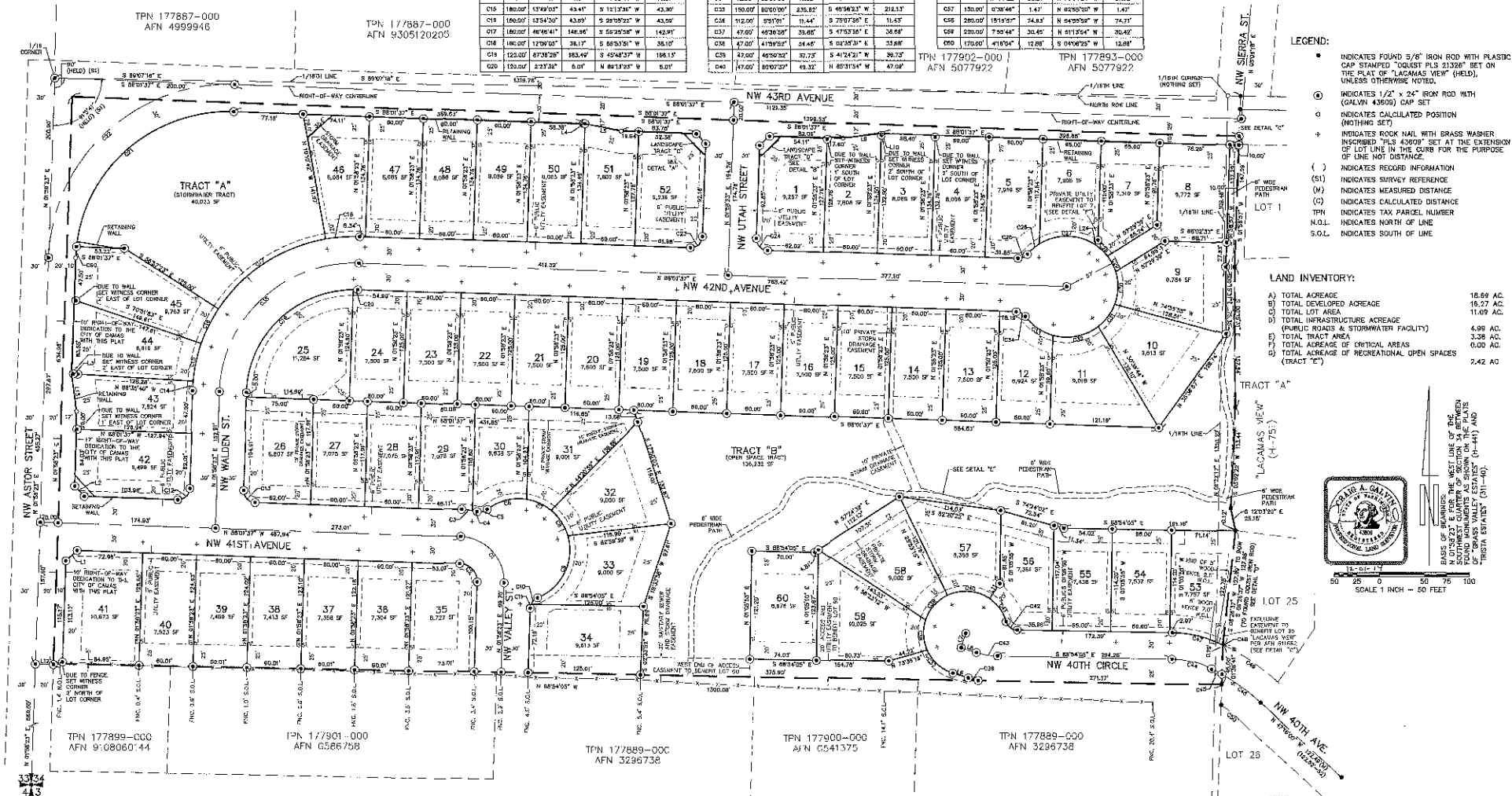
LINE	BEARING	DISTANCE
L14	N 89°07'37" W	11.73
L15	S 43°01'47" E	16.37
L16	N 07°50'27" E	11.73
L17	S 80°01'37" E	3.42
L18	N 01°50'27" E	2.42
L19	N 89°07'37" W	3.40
L20	N 01°50'27" E	16.35
L21	N 48°17'54" E	14.94
L22	N 89°07'37" W	16.35
L23	N 01°50'27" E	3.40
L24	S 89°07'37" E	6.94

CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	50.00	30.0000°	78.54	N 43°13'37" W	70.71
C2	30.00	60.0000°	36.42	N 43°13'37" W	28.29
C3	80.00	47.3447°	11.93	N 83°43'13" W	11.93
C4	80.00	129.2448°	5.42	N 77°32'26" W	5.42
C5	13.00	92.9443°	11.97	N 78°43'36" E	11.42
C6	87.00	49°52'39"	45.89	S 75°30'08" W	46.30
C7	57.00	30°30'54"	30.36	N 64°24'38" W	30.00
C8	57.00	24°21'03"	34.17	N 33°17'31" W	33.66
C9	57.00	84°20'55"	61.68	N 28°58'20" E	76.66
C10	13.00	141°21'18"	10.48	S 42°17'38" W	10.20
C11	13.00	39°13'39"	4.59	S 12°04'57" W	4.56
C12	13.00	30°00'00"	20.92	N 48°28'20" E	18.38
C13	13.00	30°00'00"	20.92	S 43°01'37" E	18.38
C14	180.00	3°02'41"	10.50	S 02°28'44" W	10.50
C15	180.00	13°49'03"	43.41	S 12°13'36" W	43.30
C16	180.00	13°54'30"	43.69	S 10°59'22" W	43.52
C17	180.00	46°16'41"	146.86	S 58°25'58" W	142.91
C18	180.00	12°09'05"	38.17	S 86°53'51" W	38.10
C19	123.00	47°28'29"	183.49	S 45°48'37" W	188.15
C20	123.00	2°23'31"	6.01	N 88°13'28" W	6.01

CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C21	170.00	85°43'51"	164.37	S 49°59'25" W	220.30
C22	200.00	60°00'00"	314.16	S 48°58'42" E	382.44
C23	13.00	60°00'00"	36.42	N 46°56'21" E	18.38
C24	15.00	60°00'00"	38.42	S 43°13'37" E	18.38
C25	13.00	92.9443°	11.97	N 78°43'36" E	11.42
C26	87.00	179°53'39"	17.76	S 49°47'49" W	17.84
C27	57.00	85°43'51"	65.39	N 88°24'48" W	61.86
C28	57.00	10°16'11"	16.17	N 48°54'48" W	16.08
C29	57.00	20°17'55"	20.19	N 27°00'48" W	23.69
C30	67.00	37°20'14"	37.14	N 21°41'30" E	38.49
C31	67.00	31°45'59"	31.60	N 35°14'25" E	31.20
C32	67.00	52°29'58"	33.27	N 73°57'58" E	31.20
C33	67.00	18°38'36"	36.26	S 59°59'51" E	37.80
C34	13.00	62°36'00"	11.82	N 61°28'37" W	11.42
C35	180.00	80°00'00"	336.82	S 49°58'23" W	214.53
C36	110.00	95°11'01"	11.44	S 79°59'50" E	11.43
C37	47.00	46°38'58"	33.68	S 47°53'35" E	38.64
C38	47.00	41°09'52"	34.48	S 02°38'31" E	33.68
C39	47.00	49°52'52"	37.73	S 41°24'21" W	39.73
C40	47.00	89°07'37"	49.32	N 80°13'28" W	47.69

CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C41	47.00	30°00'00"	36.42	N 39°57'47" W	31.39
C42	13.00	32°28'24"	16.44	S 52°46'49" E	16.31
C43	82.00	18°14'50"	23.80	S 80°52'00" E	23.80
C44	100.00	200°58'	45.81	N 75°45'07" W	45.90
C45	200.00	200°58'	13.61	N 81°28'27" W	13.61
C46	200.00	12°05'54"	53.74	N 83°28'20" W	53.84
C47	130.00	25°34'32"	58.21	N 78°04'24" W	57.73
C48	130.00	19°15'27"	74.23	N 64°55'58" W	74.71
C49	200.00	7°52'45"	30.48	N 81°17'54" W	30.42
C50	100.00	28°18'08"	45.81	N 75°45'07" W	45.90
C51	200.00	30°00'00"	36.42	N 81°28'27" W	31.39
C52	200.00	12°05'54"	53.74	N 83°28'20" W	53.84
C53	130.00	25°34'32"	58.21	N 78°04'24" W	57.73
C54	130.00	19°15'27"	74.23	N 64°55'58" W	74.71
C55	200.00	7°52'45"	30.48	N 81°17'54" W	30.42
C56	100.00	28°18'08"	45.81	N 75°45'07" W	45.90
C57	200.00	30°00'00"	36.42	N 81°28'27" W	31.39
C58	200.00	12°05'54"	53.74	N 83°28'20" W	53.84
C59	130.00	25°34'32"	58.21	N 78°04'24" W	57.73
C60	130.00	19°15'27"	74.23	N 64°55'58" W	74.71
C61	200.00	7°52'45"	30.48	N 81°17'54" W	30.42
C62	100.00	28°18'08"	45.81	N 75°45'07" W	45.90

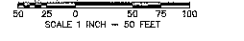
HIDDEN TERRACE
 A SUBDIVISION IN A PORTION
 THE SW QUARTER OF THE
 SW QUARTER OF SECTION 34,
 T. 2 N., R. 3 E., W. M.,
 CITY OF CAMAS,
 CLARK COUNTY, WASHINGTON
 JOB NO: 14-121 DATE: 12-01-14
 SHEET 2 OF 3



- LEGEND:**
- INDICATES FOUND 5/8" IRON ROD WITH PLASTIC CAP STAMPED "QUBIST PLS 13298" SET ON THE PLAT OF "LACAMAS VIEW" (HEAD), UNLESS OTHERWISE NOTED.
 - INDICATES 1/2" x 24" IRON ROD WITH (GALVN 43603) CAP SET
 - INDICATES CALCULATED POSITION (NOTHING SET)
 - + INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED "PLS 43609" SET AT THE EXTENSION OF LOT LINES IN THE CURB FOR THE PURPOSE OF LINE NOT DISTANCE.
 - () INDICATES RECORD INFORMATION
 - (S1) INDICATES SURVEY REFERENCE
 - (M) INDICATES MEASURED DISTANCE
 - (C) INDICATES CALCULATED DISTANCE
 - TPN INDICATES TAX PARCEL NUMBER
 - N.O.L INDICATES NORTH OF LINE
 - S.O.L INDICATES SOUTH OF LINE

LAND INVENTORY:

A) TOTAL ACREAGE	16.89 AC.
B) TOTAL DEVELOPED ACREAGE	16.27 AC.
C) TOTAL LOT AREA	11.00 AC.
D) TOTAL INFRASTRUCTURE ACREAGE (PUBLIC ROADS & STORMWATER FACILITY)	4.96 AC.
E) TOTAL TRACT AREA	3.38 AC.
F) TOTAL ACREAGE OF CRITICAL AREAS	0.00 AC.
G) TOTAL ACREAGE OF RECREATIONAL OPEN SPACES (TRACT "C")	2.42 AC.



PREPARED BY:
MINISTER AND GLAESER
SURVEYING, INC.
2290 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313



12-01-14

BASE OF BEARING: NORTH IS AS THE
FOUND MONUMENTS AS SHOWN ON THE PLATS
TUSSETA ESTATES (01-443) AND
TUSSETA ESTATES (01-440)

LINE	BEARING	DISTANCE
L1	S 48°51'47" E	16.84'
L2	S 43°01'47" E	16.84'
L3	N 00°56'33" W	7.00'
L4	N 79°33'53" W	1.00'
L5	N 79°33'53" W	40.00'
L6	S 72°12'58" W	17.80'
L7	S 17°41'28" W	17.80'
L8	S 72°12'58" W	17.80'
L9	N 82°58'01" E	42.93'
L10	N 01°58'30" E	3.80'
L11	N 34°31'54" E	20.00'
L12	S 89°54'56" E	20.00'
L13	S 07°54'34" E	43.00'

LINE	BEARING	DISTANCE
L14	N 86°01'37" W	11.73'
L15	S 43°02'04" E	16.37'
L16	N 01°56'33" W	11.73'
L17	S 09°01'37" E	2.42'
L18	N 01°56'33" E	2.42'
L19	N 86°01'37" W	3.30'
L20	N 01°56'33" E	10.30'
L21	N 86°01'37" E	14.94'
L22	N 86°01'37" W	10.30'
L23	N 01°56'33" E	3.80'
L24	N 33°23'04" E	6.04'

CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C01	300.00'	78.64°	N 43°01'37" W	20.71'	25.20'
C02	30.00'	90°00'00"	S 41°12'	N 43°01'37" W	25.20'
C03	800.00'	87°52'49"	N 83°45'13" W	11.82'	11.82'
C04	300.00'	37°42'49"	S 42°12'58" W	24.42'	24.42'
C05	13.00'	22°18'44"	N 79°14'39" E	11.46'	11.46'
C06	57.00'	48°57'54"	S 72°53'07" W	15.79'	15.79'
C07	57.00'	30°39'54"	S 30°34'38" E	30.00'	30.00'
C08	57.00'	34°31'04"	S 41°12'	33.88'	33.88'
C09	57.00'	94°57'56"	N 28°02'08" E	26.80'	26.80'
C10	13.00'	48°12'16"	S 48°17'39" W	10.20'	10.20'
C11	13.00'	20°13'07"	S 12°54'57" W	4.58'	4.58'
C12	13.00'	90°00'00"	S 48°58'23" E	14.38'	14.38'
C13	13.00'	90°00'00"	S 43°01'37" E	18.38'	18.38'
C14	180.00'	37°27'41"	S 03°28'44" W	10.30'	10.30'
C15	180.00'	13°19'18"	S 12°13'38" W	43.30'	43.30'
C16	180.00'	17°34'37"	S 28°02'23" E	43.80'	43.80'
C17	47.00'	48°23'58"	S 89°29'58" W	142.80'	142.80'
C18	180.00'	12°10'50"	S 08°53'51" E	30.10'	30.10'
C19	120.00'	87°38'28"	S 89°48'37" W	188.13'	188.13'
C20	120.00'	27°31'31"	N 08°13'23" W	5.01'	5.01'

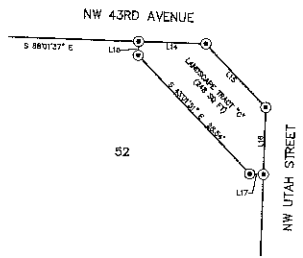
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C21	170.00'	85°43'54"	S 54°37'	S 49°08'25" W	231.30'
C22	200.00'	90°00'00"	S 41°13'	S 42°08'23" W	288.84'
C23	13.00'	80°00'00"	S 20°42'	N 48°58'23" E	16.38'
C24	13.00'	90°00'00"	S 20°42'	S 43°01'37" E	16.38'
C25	13.00'	32°06'00"	N 08°00'38" E	N 48°58'23" E	11.42'
C26	57.00'	17°52'50"	S 72°53'07" W	S 48°47'58" W	17.00'
C27	57.00'	55°42'58"	S 33°38'	N 89°24'49" W	61.80'
C28	57.00'	18°16'11"	S 15°17'	N 48°54'48" W	18.88'
C29	57.00'	201°18'00"	S 27°04'48" W	S 27°04'48" W	20.00'
C30	57.00'	37°30'10"	S 71°14'	N 01°41'20" E	36.49'
C31	57.00'	31°45'50"	S 31°80'	N 38°14'20" E	31.20'
C32	57.00'	53°28'33"	S 53°28'	N 78°51'38" E	51.28'
C33	57.00'	38°28'38"	S 38°28'	S 56°09'51" E	37.58'
C34	13.00'	57°06'00"	N 11°02'	N 01°58'33" W	11.42'
C35	180.00'	80°00'00"	S 46°59'23" W	S 46°59'23" W	212.13'
C36	17.00'	95°01'00"	N 11°44'	S 78°07'54" E	11.43'
C37	47.00'	48°23'58"	S 38°28'	S 47°23'58" E	38.80'
C38	47.00'	41°04'54"	S 34°43'	S 02°53'51" E	33.80'
C39	47.00'	45°59'52"	S 37°37'	S 41°24'21" W	38.73'
C40	47.00'	80°07'37"	S 49°32'	N 45°31'54" W	47.08'

CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C41	47.00'	38°06'34"	S 33.00'	N 33°06'34" W	31.30'
C42	13.00'	72°28'23"	S 16.44'	S 52°40'49" E	15.30'
C43	81.00'	16°14'40"	S 23.88'	N 89°33'15" E	23.88'
C44	100.00'	28°18'58"	S 45.81'	N 79°45'01" W	45.80'
C45	200.00'	39°03'08"	S 39.00'	N 81°03'08" W	39.10'
C46	200.00'	39°03'08"	S 39.00'	N 81°03'08" W	39.10'
C47	130.00'	23°38'22"	S 38.20'	N 74°04'24" W	37.23'
C48	130.00'	02°06'40"	S 1.47'	N 62°30'50" W	1.47'
C49	220.00'	18°19'03"	S 74.62'	N 54°05'04" W	74.71'
C50	220.00'	37°30'10"	S 37.14'	N 01°41'20" E	36.42'
C51	100.00'	28°18'58"	S 45.81'	N 79°45'01" W	45.80'
C52	220.00'	37°30'10"	S 37.14'	N 01°41'20" W	36.42'
C53	250.00'	12°18'54"	S 53.74'	N 63°23'30" W	53.84'
C54	130.00'	23°38'22"	S 38.20'	N 74°04'24" W	37.23'
C55	130.00'	02°06'40"	S 1.47'	N 62°30'50" W	1.47'
C56	200.00'	18°19'03"	S 74.62'	N 54°05'04" W	74.71'
C57	200.00'	37°30'10"	S 37.14'	N 01°41'20" W	36.42'
C58	250.00'	12°18'54"	S 53.74'	N 63°23'30" W	53.84'
C59	170.00'	41°04'54"	S 12.88'	S 04°09'51" W	12.88'

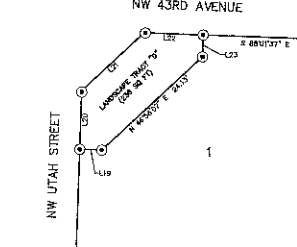
HIDDEN TERRACE
A SUBDIVISION IN A PORTION
OF THE SW QUARTER OF THE
SW QUARTER OF SECTION 34,
T. 2 N., R. 3 E., W. M.,
CITY OF CAMAS
CLARK COUNTY, WASHINGTON
JOB NO: 14-121 DATE: 12-01-14
SHEET 3 OF 3

- LEGEND:**
- INDICATES FOUND 5/8" IRON ROD WITH PLASTIC CAP STAMPED "02/1ST PLS 21328" SET ON THE PLAT OF "LACAMAS VIEW" (HELD), UNLESS OTHERWISE NOTED.
 - ⊙ INDICATES 1/2" x 24" IRON ROD WITH (CALYPSO 43609) CAP SET
 - ⊖ INDICATES CALCULATED POSITION (NOTHING SET)
 - ⊕ INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED "PLS 43609" SET AT THE EXTENSION OF LOT LINE IN THE CURVE FOR THE PURPOSE OF LINE NOT DISTANCE.
 - () INDICATES RECORD INFORMATION
 - (ST) INDICATES SURVEY REFERENCE
 - (M) INDICATES MEASURED DISTANCE
 - (C) INDICATES CALCULATED DISTANCE
 - TPN INDICATES TAX PARCEL NUMBER

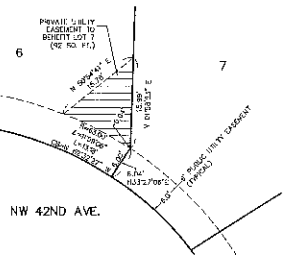
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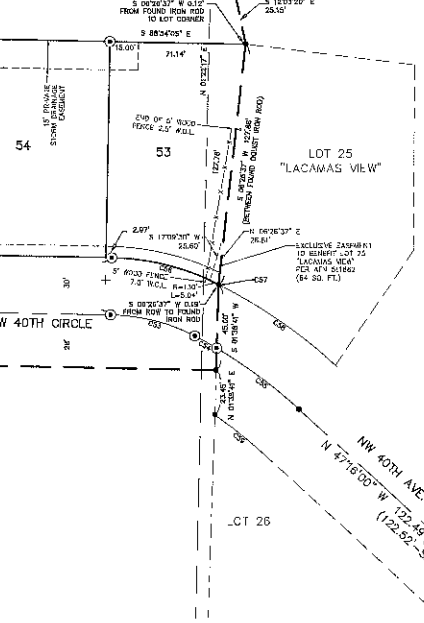
DETAIL "B"
SCALE: 1"=10'



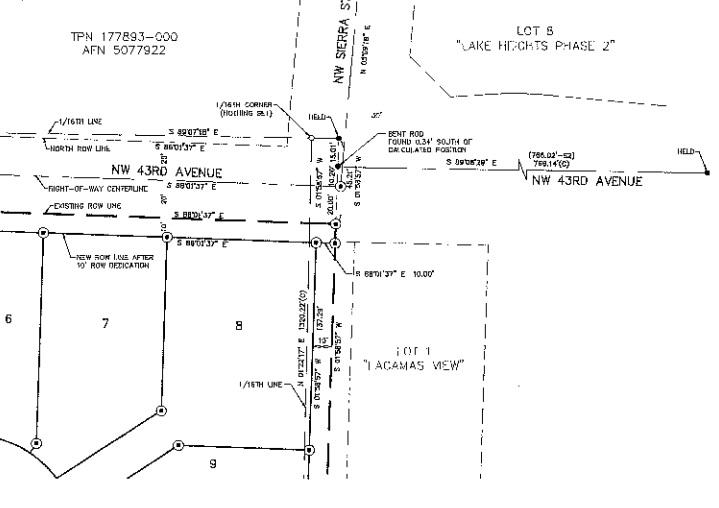
DETAIL "E"
SCALE: 1"=10'



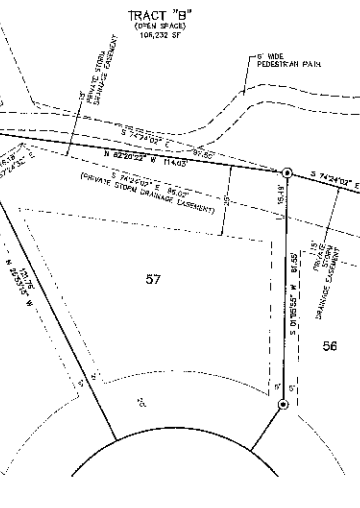
DETAIL "C"
SCALE: 1"=30'



DETAIL "D"
SCALE: 1"=30'



DETAIL "E"
SCALE: 1"=20'





CITY OF CAMAS STAFF REPORT

To: City Council
From: Robert Maul, Planning Manager
Date: December 15, 2014
Proceeding Type: PRESENTATION
Subject: Webberley/Hagensen Annexation (ANNEX14-03)
10% Notice of Intent

Legislative History:

- | | |
|-------------------------------|----------------------------------|
| • First Presentation: | December 15 th , 2014 |
| • Second presentation/Action: | TBD |
-

Background:

On October 15th, 2014 the City of Camas received a ten percent petition to annex two properties within the city limits. The application was deemed insufficient. The applicants did subsequently submit acceptable petitions on November 4th, 2014. A public hearing date was set by the City Council at the December 1st, 2014 work session to be held on December 15th, 2014. A legal notice was sent to the Post Record for December 9th publication date, publication number #524891.

The annexation area is comprised of two parcels owned by Brett Webberley (parcel number 178140-000), and Mark Hagensen (parcel number 178241-000). The parcels are 26.12 acres and 5.76 acres in size respectively for a total of 31.88 acres (see figure 1). The initiating parties represent both parcels of land which has a total assessed value of \$706,550, or 100% of the total assessed value of the defined area. The notice is valid and satisfies the requirements of RCW 35A.14.120.

Figure 1: Proposed Annexation Area



City Boundary:

As proposed, the annexation area does directly adjoin the city limit boundary to the north and south. East of the site is unincorporated Clark County land that is not within the City of Camas Urban Growth Boundary. Immediately to the west of the proposed annexation area is approximately 20 acres of land comprised of 9 separate parcels. These parcels are not included in the annexation proposal and would effective become a hole within the city limits if the two subject properties are annexed (see figure 2).

representing at least 60% of the assessed value of the area to be annexed. If a valid petition is submitted, then the City Council may hold a public hearing to consider the request.

Recommendation:

If the council chooses to move forward with the annexation, staff recommends that the boundary should be expanded to include all of the parcels immediately to the west of the subject lots to include the 9 lots shown in figure 2.

Options:

<i>Option</i>	<i>Results</i>
<ul style="list-style-type: none">• <i>Reject the Notice of Intent</i>	<i>The annexation process ends and the subject property would remain in unincorporated Clark County.</i>
<ul style="list-style-type: none">• <i>Accept the Notice as submitted</i>	<i>The initiating parties would draft a petition and begin gathering signatures.</i>
<ul style="list-style-type: none">• <i>Accept the Notice but modify the boundaries.</i>	<i>The initiating parties would draft a revised petition and begin gathering signatures.</i>



RECEIVED

OCT 15 2014

CITY OF CAMAS

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

General Application Form

Case Number: ANNEX 14-03

Applicant Information

Applicant/Contact: MARK HAGENSEN Phone: (360) 518-9237
Address: 1008 SE 271 AVE LORI AND MARK @ EARTHINK.NET
Street Address E-mail Address
CAMA S WA 98607
City State ZIP Code

Property Information

Property Address: 1008 SE 271 AVE 178241000 / # 149 SEC 35 T2N R3EWM
Street Address County Assessor # / Parcel #
CAMA S WA 98607
City State ZIP Code
Zoning District URBAN GROWTH Site Size 5.76A

Description of Project

Brief description:
ANNEX INTO 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: HAGENSEN MARK Phone: (360) 518-9237
Last First
Address: 1008 SE 271 AVE
Street Address Apartment/Unit #
E mail Address: CAMA S WA 98607
City LORI AND MARK @ EARTHINK.NET 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: Mark Hagensen Date: 10-15-14

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: 10/15/14	Pre-Application Date:	# 227036
Staff:	Related Cases #	



RECEIVED

OCT 15 2014

CITY OF CAMAS

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

General Application Form

Case Number: Annex 14-03

Applicant Information

Applicant/Contact: Brett A. Webberley Phone: (360) 607-7780
Address: 25817 NE 3rd St. dbwebb4@comcast.net
Street Address E-mail Address
Comas WA 98607
City State ZIP Code

Property Information

Property Address: West of 271st Ave. at Tax Account # 178140-000.0
Street Address terminus of SE 8th Street County Assessor # / Parcel #
Comas WA 98607
City State ZIP Code
Zoning District Clark County R1-6 Site Size 26.12 Acres

Description of Project

Brief description: Attempting to Annex into the city of Camas our 26.12 Acre parcel - Tx Acct # 178140-000.0, Starting with 10% Petition.

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: Webberley, Harold Phone: (360) 607-7780
Last Brett
Address: Larry N/A
Street Address 25817 NE 3rd St. Apartment/Unit #
E mail Address: City-Comas State WA Zip 98607

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature: * Brett Webberley / * Larry R. Webberley Date: _____
* Harold L. Webberley / _____

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>10/15/14</u>	Pre-Application Date:	<u>#227036</u>
Staff:	Related Cases #	

RECEIVED

NOV 15 2014

CITY OF CAMAS

10% NOTICE OF INTENT
ANNEXATION TO THE CITY OF CAMAS

We the undersigned hereby give notice of intent to the City of Camas to have our property located as described below annexed to the City of Camas. We certify that we are the legal owners of property representing at least ten percent (10%) or more of the total value of all property within the area we are asking to be annexed.

The legal description is as follows (please attach copies of quarter section maps with parcels indicated):

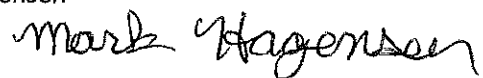
Southeast qtr. of the Northeast qtr. of Section 35 - Township 2 North
Range 3 of the East Willamette Meridian

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Parcel #	Sign & Print Name	Address	Date Signed
46	Brett A. Welberly - Brett A. Welberly	Home Address - NOT Address of petitioned property - 25817 NE 3rd St, Camas, WA 98607	11-3-14
149	Mark Hagensen - Mark Hagenesen	98607 1008 SE 27th AVE CAMAS WA	11-4-14

Owners of properties being considered for annexation would be in favor of lots R-7.5 or less. Due to the proximity to the school, this would result in less traffic, and fuel consumption, as more kids would be walking. Also more tax revenue for the city.

Mark Hagensen

A handwritten signature in black ink that reads "Mark Hagensen". The signature is written in a cursive style with a large, stylized initial "M".

Brett Webberley

Legal description of Hagensen property, north of Camas High School is as follows:

#149 SEC 35 T2N R3EWM 5.76 A

O60370 Section 35 T2N R3EWM

40602

Mark Hagensen

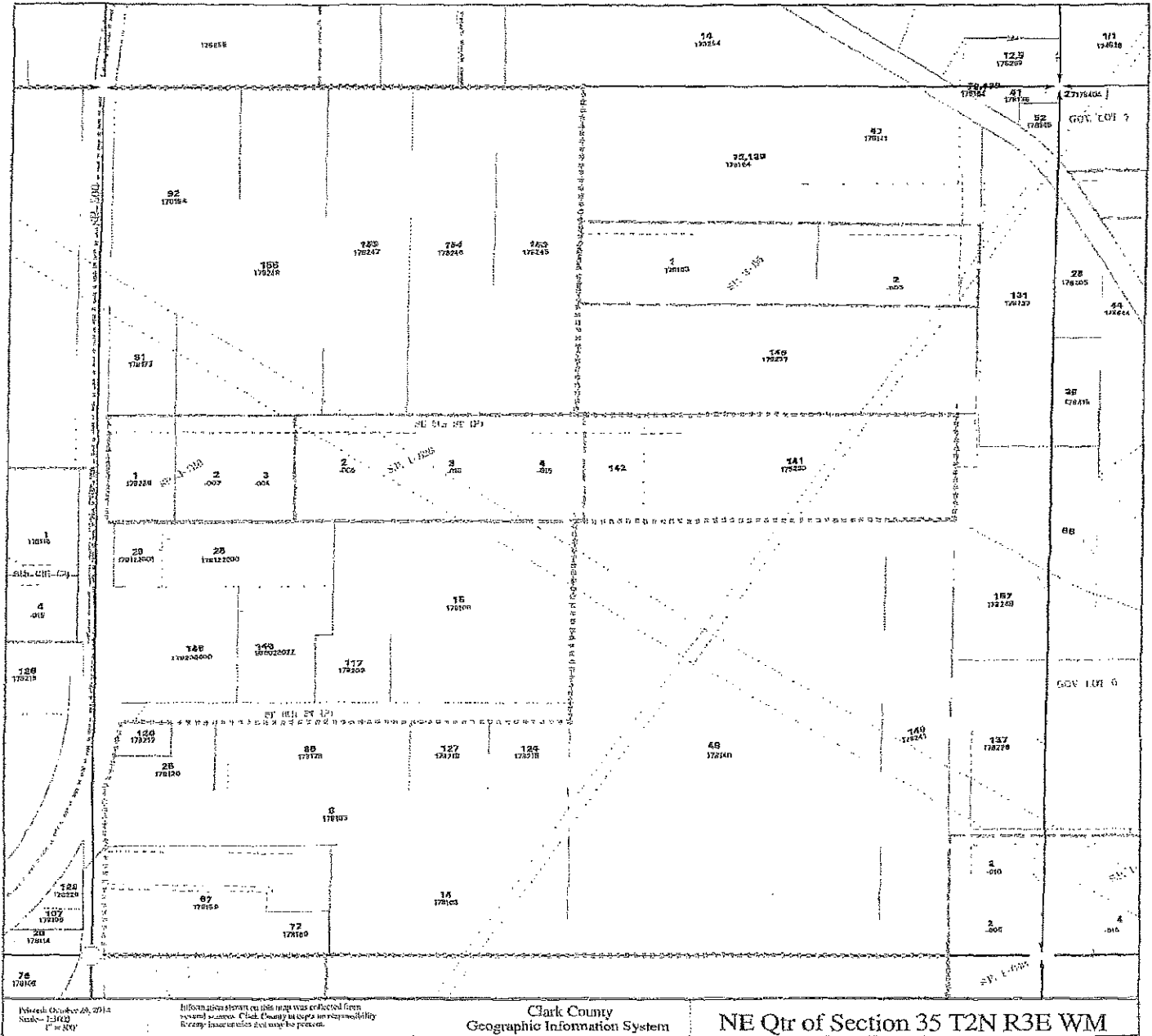
October 15, 2014

Legal description of the Webberley 26.12 acre property directly north of the Camas High School is as follows:

#46, Southeast quarter of the northeast quarter of section 35, township 2 North range 3 east of the Willamette Meridian, 26.12A, Clark County, WA

Brett Webberley

A handwritten signature in cursive script that reads "Brett Webberley". The signature is written in black ink and is positioned below the printed name.



Printed October 26, 2014
 Scale: 1:1000
 © 2014

Information shown on this map was collected from
 several sources. Clark County is not responsible for
 errors or omissions that may be present.

Clark County
 Geographic Information System

NE Qtr of Section 35 T2N R3E WM



**STAFF REPORT
AMENDMENTS TO WETLAND REGULATIONS**

File #CMC14-04
December 4, 2014

To: Mayor Scott Higgins
City Council

Public Hearing: December 15, 2015

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

Compliance with state agencies: Notice of the public hearing before Council published in the Camas Post Record on December 9, 2014, and for the public hearing before the Planning Commission on November 11, 2014 (publication no. 523282). The City issued a SEPA DNS (file #SEPA14-16) on October 28, 2014. The SEPA appeal period closed on November 11, 2014, and is now considered final.

SUMMARY

The proposed amendments to Camas Municipal Code (CMC) Chapter 16.53 Wetlands are intended to comply with new mandates from the Department of Ecology (Ecology), which will be effective on January 1, 2015. The memorandum that is attached to this report from the Department of Ecology entitled, 2014 Updates to the Washington State Wetland Rating Systems (Attachment A), provides a summary of the changes to the law and the purpose. In our jurisdiction, the amendments will not affect the size of buffers for protection of water quality functions. The noticeable change is to the numerical value for scoring habitat functions.

Planning Commission forwarded a recommendation of approval after a public hearing on November 18, 2014. Their recommendation included two additional corrections to the text at pages 12 and 18.

ANALYSIS

As noted in the summary of this report, the proposed amendments to CMC Chapter 16.53 Wetlands are intended to comply with state mandates. All references to Ecology publications are revised throughout the chapter, and Staff recommends preserving the text "*or current edition*". The proposed amendments to the city's wetland tables for scoring habitat functions must be consistent with the rating system that is adopted by Ecology. Those amendments are necessary in order to avoid any confusion from critical area reports submitted in 2015.

Staff also received additional guidance from Ecology (Attachment B), which was specific to the city's code. Those suggestions were provided for clarity, and not mandated. In particular, there was discussion regarding Estuarine Wetlands, and for modifying the language under "Alternative Wetland Mitigation", at CMC§16.53.050(D)(5). The city's current code provided developers the option to utilize wetland banks or to pay a fee in-lieu of mitigation, and the proposed language maintains those options. Essentially, the proposed amendments from Ecology clarify the existing options for alternative mitigation, benefitting from their experience administering the programs over the years.

Findings: The amendments to the CMC Chapter 16.53 Wetlands will be consistent with Ecology's 2014 rating system, and clarify regulations.

RECOMMENDATION

That Council conduct a public hearing, accept testimony, deliberate, and make a motion to approve the amendments to CMC Chapter 16.53 Wetlands as presented.

ATTACHMENT A

2014 Updates to the Washington State Wetland Rating Systems

Ecology has updated the Washington State Wetland Rating Systems for eastern and western Washington that were published in 2004 and annotated in 2006. The categorization and scoring in the 2014 updates were calibrated at 211 wetland sites that we use as a reference. Both updates were reviewed by peers outside of Ecology and by the public. The 2014 publications are the third update of the rating system for eastern Washington and the fourth update for the western Washington version since they were first published in 1991.

Why did we update the rating systems?

The need to update the rating systems published a decade ago has become apparent as we continue to expand our understanding of how wetlands function and what is needed to protect them. By updating the rating systems, we hope to provide a more accurate characterization of the functions performed by individual wetlands: one that is based on the most recent science.

In these updates, we kept:

- The four categories of wetlands (Category I, II, III, IV)
- The three functions that are rated (Improving Water Quality, Hydrologic Functions, Habitat Functions)
- About two-thirds of the questions found on the field forms in the 2004 versions.

What changed?

The substantive differences between the 2004 versions and the draft updates are:

1. Changing the scale of scores from 1 – 100 to 9 -27 to better reflect the scientific accuracy of the tools (see below for [score conversion tables](#)).
2. Starting with a qualitative rating of High, Medium, or Low for different aspects of functions before assigning a score to them.
3. Keeping the questions for the Site Potential found in the 2004 versions, but replacing the Opportunity section with two new sections called Landscape Potential and Value.

The new sections on Landscape Potential and Value were developed as part of the Credit-Debit Method (*Calculating Credits and Debits for Compensatory Mitigation in Wetlands*) developed by Ecology in 2012. The Credit-Debit Method underwent peer and public review and was field tested for one year prior to publication in 2012.

Other changes include:

1. The addition of interdunal wetlands with very high habitat scores to the list of Category I wetlands. This is based on our field work during the last decade on barrier beaches along the coast. In the 2004 version, all interdunal wetlands were categorized only as Category II and III.
2. The addition of calcareous fens to Category I peat wetlands in eastern Washington. These peat systems are extremely rare in the state and sensitive to disturbance. As of 2014 only five calcareous fens have been found in the Okanogan region by the Natural Heritage Program at the Department of Natural Resources.
3. Incorporating the annotations that were added in 2006 directly into the text.
4. Including current definitions used by the Washington State Department of Fish and Wildlife for Priority Habitats and by the Natural Heritage Program at the Department

of Natural Resources for Natural Heritage Wetlands. These wetlands are now called Wetlands with a High Conservation Value.

When do I need to start using the 2014 updated versions?

The effective date of the 2014 rating systems is January 1, 2015.

As of July 15, 2014, we are currently addressing some typographical errors in the June 2014 version of this document. We expect to have the corrected rating systems posted by mid-September (with a new published date and publication numbers). Users will then have a chance to get familiar with the updates and to attend training. Also, local governments will have some time to determine and address how the updates may affect parts of their CAO. We will send an email to [Ecology's wetlands information email listserv](#) when the corrected versions are posted. In the meantime, please use the annotated versions of the 2004 wetland rating system, which can be found below.

The January 1, 2015, effective date means that if you rate a wetland on or after that date, you will be required to use the 2014 updates for projects needing Ecology authorization. An applicant applying for a local permit will need to consult with that specific local government if its CAO requires the use of the rating system. If a CAO contains the language "2004 rating system or as revised," it is likely that an applicant will need to use the 2014 updates, as of January 1, 2015, to address local government requirements.

- [Eastern Washington \(Publication #0406015\)](#)
- [Western Washington \(Publication #0406025\)](#)

How do the changes affect Ecology's guidance on buffers?

June 2014 Webinar on Updated Rating Systems and Wetland Buffer Guidance

On June 3, 2014, Ecology wetland staff hosted a one-hour webinar on Ecology's 2014 updates to the wetland rating systems and how they apply to Ecology's wetland buffer guidance. Additional information about integrating the rating system updates into Critical Areas Ordinance (CAO) updates was also provided.

> [View Presentation only](#) (PDF)

> [Listen to Recorded Audio version](#) (YouTube)

Ecology is **not** changing the recommended buffer widths found in the following documents:

- Appendices 8-C and 8-D of [Wetlands in Washington State – Volume 2: Guidance for Protecting and Managing Wetlands](#) (2005 guidance).
- [Wetlands and CAO Updates: Guidance for Small Cities](#)
- [Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance](#) (mitigation guidance)

Ecology's recommendations for buffers are based in part on the category of the wetland and the scores for functions. The update of the rating systems keeps the same four wetland categories, but the scale of scores has been adjusted. Therefore, any buffer guidance based on scores for functions needs to be adjusted to reflect the new range of scores (for example, in the 2004 version the medium score range for habitat was 20-28 and it is now 5-7). See below for score conversion tables.

Many local jurisdictions have included language on buffers in their critical areas ordinances based on Ecology's buffer guidance. For the 2015-2019 critical areas ordinance update cycle, we are not proposing any changes to the recommended buffer widths, however, any buffer strategy that uses function scores to determine buffer widths will need to be adjusted to use the new scores.

For those jurisdictions that have adopted Alternative 3 or 3A from Appendices 8-C or 8-D in the 2005 guidance, or Table XX.1 from the guidance for small cities, we will post modified appendices and Table XX.1 to incorporate the 2014 score range when we post the corrected versions of the rating systems.

You can compare the old and new score ranges in the tables below. (Note: The tables below can be used to adjust the scores in Tables 3, 4, 5a, 5b, 6a, and 6b in the mitigation guidance.)

Converting scores for categories and function scores between the 2004 and 2014 rating systems

Tables for converting category scores

2004	Western WA	2014
≥ 70	Category I	23-27
51-69	Category II	20-22
30-50	Category III	16-19
<30	Category IV	9-15

2004	Eastern WA	2014
≥ 70	Category I	22-27
51-69	Category II	19-21
30-50	Category III	16-18
<30	Category IV	9-15

Tables for converting function scores

2004	Final Habitat Score	2014
29-36	High	8-9
20-28	Medium	5-7
≤ 19	Low	3-4

2004	Final Water Quality Score	2014
24-32	High	8-9

More Information

For more information, contact:

- [Amy Yahnke](#), Senior Ecologist, (360) 407-6527
- The [regional wetland specialist](#) for your area.

ATTACHMENT B – Correspondences from the Department of Ecology to Staff

From: Bunten, Donna (ECY) [mailto:DBUN461@ECY.WA.GOV]
Sent: Tuesday, August 19, 2014 2:51 PM
Subject: **Updating your CAO wetland buffer tables**

Greetings,

You are receiving this email because:

- Your CAO adopted wetland buffer tables that use habitat scores to determine the buffer width, AND
- Your CAO adopted the 2004 rating system *as revised*, AND
- Your buffer tables appear to be slightly different from the recommendations in Appendix 8-C of *Wetlands in Washington State, Volume 2: Managing and Protecting Wetlands* (Publication # 05-06-008, April 2005).

As many of you know, Ecology is updating the Washington state wetland rating systems for eastern and western Washington. One of the changes associated with the updates are that the scale of scores changed to better reflect the scientific accuracy of the tools. As a result, the range of scores for individual functions, including habitat, have also changed. For example, the updated rating systems produce a smaller range of habitat scores: 3-9 rather than $\leq 19-36$.

Due to the implications of these changes for CAOs, we have decided to make the 2014 updates effective on January 1, 2015. Since your CAO contains the "as revised" language, you will be using the new habitat scores as of the first of the year.

Because your CAO assigns buffers based on groupings of habitat scores that differ from those in Appendix 8-C, we will need to work together to revise your buffer tables. We are working on some recommendations that I will be able to share with you individually by mid-September.

In the meantime, below are some tables that convert the 2004 category and function scores into the 2014 scores. Please call or email me if you have any questions about this email or why I am contacting you. *If you are not the best contact for this information, please forward this email to your associates with a copy to me so I can update my list.*

For more information on the 2014 updates to the wetland rating systems go to:
<http://www.ecy.wa.gov/programs/sea/wetlands/ratingsystems/2014updates.html>.

Tables for converting category scores

2004	Western WA	2014
≥ 70	Category I	23-27
51-69	Category II	20-22
30-50	Category III	16-19
<30	Category IV	9-15

2004	Eastern WA	2014
≥ 70	Category I	22-27
51-69	Category II	19-21
30-50	Category III	16-18
<30	Category IV	9-15

Tables for converting function scores

2004	Final Habitat Score	2014
29-36	High	8-9
20-28	Medium	5-7
≤ 19	Low	3-4

2004	Final Water Quality Score	2014
24-32	High	8-9

Donna J. Buntten

CAO Coordinator

Shorelands and Environmental Assistance Program

Department of Ecology

PO Box 47600

Olympia, WA 98504

360-407-7172

From: Buntten, Donna (ECY) [mailto:DBUN461@ECY.WA.GOV]**Sent:** Thursday, October 16, 2014 3:53 PM**To:** Sarah Fox; Robert Maul**Cc:** Schroeder, Rebecca (ECY)**Subject:** CAO Update

Hi, Sarah,

Here are my edits regarding the rating system update and the delineation manual. I'm also mentioning the banking and ILF language, even though it might be out of the scope of this particular action. We want to make sure that jurisdictions have the tools in place to use mitigation options. Your CAO does already allow banking and the cumulative effects fund; I'm just wondering if you need to add some more specifics. See the language below.

Let me know if you have questions about the buffer table. We tried to “shrink” your habitat point buckets into the new smaller buckets created by the rating system update. There may be some confusion about the large Category III buffers. In the past we assumed it was not possible for a Category III wetland to score high for habitat, and so the largest buffers we recommended for Category III’s were 75-110-150 (low-moderate-high land-use intensity).

However, it is conceivable that a Category III wetland could score 8-9 habitat points, although it’s not very likely. That high habitat function would need to be protected with wider buffers, as are the Category I and II wetlands with 8-9 points in your table, not the 75-110-150 as implied by the “27 or greater” in that row in your existing CAO.

So we are recommending that you either add rows for 8 and 9 as shown in our recommended table, or delete them and don’t add “or greater” after the 7 score. If a high-habitat Category III wetland were to be discovered in Camas, we recommend you contact us so that we can work together to determine the appropriate buffer.

Cowlitz County just submitted their CAO amendments under an “expedited review”, so it looks like Commerce is allowing that option.

Wetland Mitigation Banks.

1. Credits from a wetland mitigation bank may be approved for use as compensation for unavoidable impacts to wetlands when:
 - a. The bank is certified under state rules;
 - b. The Administrator determines that the wetland mitigation bank provides appropriate compensation for the authorized impacts; and
 - c. The proposed use of credits is consistent with the terms and conditions of the certified bank instrument.
2. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the certified bank instrument.
3. Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the certified bank instrument. In some cases, the service area of the bank may include portions of more than one adjacent drainage basin for specific wetland functions.

In-Lieu Fee.

To aid in the implementation of off-site mitigation, the City may develop an in-lieu fee program. This program shall be developed and approved through a public process and be consistent with federal rules, state policy on in-lieu fee mitigation, and state water quality regulations. An approved in-lieu-fee program sells compensatory mitigation credits to permittees whose obligation to provide compensatory mitigation is then transferred to the in-lieu program sponsor, a governmental or non-profit natural resource management entity. Credits from an approved in-lieu-fee program may be used when paragraphs 1-6 below apply:

1. The approval authority determines that it would provide environmentally appropriate compensation for the proposed impacts.
2. The mitigation will occur on a site identified using the site selection and prioritization process in the approved in-lieu-fee program instrument.

3. The proposed use of credits is consistent with the terms and conditions of the approved in-lieu-fee program instrument.
4. Land acquisition and initial physical and biological improvements of the mitigation site must be completed within three years of the credit sale.
5. Projects using in-lieu-fee credits shall have debits associated with the proposed impacts calculated by the applicant's qualified wetland scientist using the method consistent with the credit assessment method specified in the approved instrument for the in-lieu-fee program.
6. Credits from an approved in-lieu-fee program may be used to compensate for impacts located within the service area specified in the approved in-lieu-fee instrument.

Donna J. Bunten
CAO Coordinator
Shorelands and Environmental Assistance Program
Department of Ecology
PO Box 47600
Olympia, WA 98504
360-407-7172

From: Sarah Fox [<mailto:SFox@cityofcamas.us>]
Sent: Wednesday, November 12, 2014 12:36 PM
To: Bunten, Donna (ECY)
Subject: **Estuarine wetlands in the CAO Update**

Donna,
I am finally getting a chance to review the red-lines. I was wondering about the addition of the word "estuarine" wetlands to page 21 under wetland rating categories? Could you define this term, since I thought that it was associated with the coast? I wouldn't imagine that our city would have any within that category. Would you suggest that we omit (b)(i) altogether?

Thank you,
Sarah

From: Bunten, Donna (ECY)
Sent: Wednesday, November 12, 2014 1:06 PM
To: Sarah Fox; Schroeder, Rebecca (ECY)
Subject: **RE: Estuarine wetlands in the CAO Update**

Hi, Sarah,
Here is the definition of "estuarine" from the rating system. I know that a lot of jurisdictions omit from their category definitions the types of wetlands that definitely don't occur within their boundaries (e.g., interdunal). Then again, there's no down side to including them if you're not sure, except for extra lines of text. If you think there's a possibility of ever discovering such a wetland in Camas or its UGA, I'd go

ahead and include the text. I'm cc-ing Rebecca Schroeder, who is more familiar with the actual physical circumstances in Camas. Rebecca, do you have any thoughts on this?

I've also pasted in below the category definitions in their entirety.

SC 1.0 Estuarine wetlands

SC 1.1 Estuarine wetlands are vegetated, Tidal Fringe, wetlands where the concentration of salt in the water is greater than 0.5 parts per thousand. Estuarine wetlands of any size within National Wildlife Refuges, National Parks, National Estuary Reserves, Natural Area Preserves, State Parks, or Educational, Environmental or Scientific Reserves designated under WAC 332-30-151 are rated a Category I.

SC 1.2 Estuarine wetlands in which the salt marsh vegetation extends over more than 1 ac, and that meet at least two of the following three criteria are rated a Category I.

☐ The wetland is relatively undisturbed. This means it has no ditching, filling, cultivation, or grazing, and the vegetation has less than 10% cover of non-native plant species. **NOTE:** If non-native *Spartina* species cover more than 10% of the wetland, then the wetland can be given a dual rating (I/II). The area of *Spartina* would be rated a Category II, while the relatively undisturbed upper marsh with native species would be a Category I. Do not, however, exclude the area of *Spartina* in determining the size threshold of 1 ac.

☐ At least ¾ of the landward edge of the wetland has a 100-ft buffer of ungrazed pasture, shrub, forest, or relatively undisturbed freshwater wetland. A relatively undisturbed dike with vegetation that is not cut or grazed annually can count as an undisturbed buffer.

☐ The vegetated areas of the wetland have at least two of the following structural features: tidal channels, depressions with open water, or contiguous freshwater wetlands.

Any estuarine wetland that does not meet the criteria above for a Category I is a Category II wetland.

NOTE: Eelgrass beds do not fall within the definition of vegetated wetlands used in the rating system. They are an important aquatic resource but they do not fall within the purview of this rating system.

Category I. Category I wetlands are: (1) relatively undisturbed estuarine wetlands larger than 1 acre; (2) wetlands of high conservation value that are identified by scientists of the Washington Natural Heritage Program/DNR; (3) bogs; (4) mature and old-growth forested wetlands larger than 1 acre; (5) wetlands in coastal lagoons; (6) interdunal wetlands that score 8 or 9 habitat points and are larger than 1 acre; and (7) wetlands that perform many functions well (scoring 23 points or more). These wetlands: (1) represent unique or rare wetland types; (2) are more sensitive to disturbance than most wetlands; (3) are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; or (4) provide a high level of functions.

Category II. Category II wetlands are: (1) estuarine wetlands smaller than 1 acre, or disturbed estuarine wetlands larger than 1 acre; (2) interdunal wetlands larger than 1 acre or those found in a mosaic of wetlands; or (3) wetlands with a moderately high level of functions (scoring between 20 and 22 points).

Category III. Category III wetlands are: (1) wetlands with a moderate level of functions (scoring between 16 and 19 points); (2) can often be adequately replaced with a well-planned mitigation project; and (3) interdunal wetlands between 0.1 and 1 acre. Wetlands scoring between 16 and 19 points generally have been disturbed in some ways and are often less diverse or more isolated from other natural resources in the landscape than Category II wetlands.

Category IV. Category IV wetlands have the lowest levels of functions (scoring fewer than 16 points) and are often heavily disturbed. These are wetlands that we should be able to replace, or in some cases to improve. However, experience has shown that replacement cannot be guaranteed in any specific case. These wetlands may provide some important functions, and should be protected to some degree.

From: Schroeder, Rebecca (ECY)
Sent: Wednesday, November 12, 2014 3:53 PM
To: Sarah Fox
Cc: Bunten, Donna (ECY)
Subject: **RE: CAO Update**

I've checked around here and gotten a consensus that the salt wedge doesn't go up that far, so you are fine not to address estuarine wetlands in your CAO.

Rebecca Schroeder

Wetlands/Shorelands Specialist
Shorelands and Environmental Assistance Program
WA Department of Ecology | Southwest Regional Office | 360-407-7273
300 Desmond Drive SE, Lacey, WA 98503 | PO Box 47775 Olympia, WA 98504-7775

This communication is a public record and may be subject to disclosure per RCW 42.56.

From: Sarah Fox [<mailto:SFox@cityofcamas.us>]
Sent: Wednesday, November 12, 2014 2:19 PM
To: Schroeder, Rebecca (ECY); Bunten, Donna (ECY)
Cc: Robert Maul
Subject: RE: CAO Update

I am not the subject matter expert by any stretch. For what it is worth, within my nine years in Camas, I have not read any information in any report that mentioned salt water or wedges in our area. Would that mean that we do not need to include references to estuarine?

-Sarah

From: Bunten, Donna (ECY)
Sent: Thursday, November 13, 2014 12:36 PM
To: Schroeder, Rebecca (ECY); Sarah Fox
Subject: RE: CAO Update

Hi, Sarah,

I also asked around and uncovered an additional question. I have not encountered this situation before but wanted to mention it.

In a more general sense, because you are requiring the use of the rating system, it doesn't really matter whether or not you include the category definitions in your CAO. If a rating determined that a particular wetland is estuarine, that would be the case whether or not you defined it in your CAO. The bigger question would be whether your CAO would protect an estuarine wetland if one were found, because your buffer table doesn't include wetlands with special characteristics (estuarine, forested, bogs, wetlands of high conservation value). So while it is unlikely that there are any of these in Camas, is there a mechanism in your CAO that would allow you to determine the appropriate buffer to use, since these wetlands are not specifically called out in your buffer table? While these wetlands would still be scored for functions, plugging the resulting habitat scores into your buffer tables wouldn't necessarily provide adequate protection according to our guidance in Volume 2, Appendix 8C
<http://www.ecy.wa.gov/programs/sea/wetlands/pdf/2014Appendix8C.pdf> .

As you said, this probably isn't a real issue, nor does it specifically need to be addressed in this CAO amendment. However, it might be a good idea for you and Rebecca to have an understanding about how such a circumstance would be handled IF it ever came up. I wasn't sure whether the language in 16.53.040.B.4.a would allow the city to apply a larger buffer if needed.

Donna J. Bunten
CAO Coordinator
Shorelands and Environmental Assistance Program
Department of Ecology
PO Box 47600
Olympia, WA 98504
360-407-7172

From: Schroeder, Rebecca (ECY) [mailto:rebs461@ECY.WA.GOV]
Sent: Friday, November 14, 2014 8:18 AM
To: Bunten, Donna (ECY); Sarah Fox
Subject: RE: CAO Update

Donna, thanks for this additional information. It makes a lot of sense to have language in place in the CAO that would address protection for wetland types that are not thought to exist in a particular area. In this case, however, I am assured that the salt water doesn't go anywhere near Camas, and therefore there is no possibility that there would be an estuarine wetland in that jurisdiction. We're talking many tens of miles, so we're safe in this instance not to address estuarine wetlands.

Rebecca Schroeder
Wetlands/Shorelands Specialist, Shorelands and Environmental Assistance Program
WA Department of Ecology | Southwest Regional Office | 360-407-7273

Proposed Amendments to Chapter 16.53 WETLANDS

The proposed amendments can be found on the following pages of this chapter: pages 4-8; 10; 12; and 16-18.

16.53.010 Purpose, applicability and exemptions.

A. Purpose.

1. Wetlands constitute important natural resources which provide significant environmental functions including: the control of floodwaters, maintenance of summer stream flows, filtration of pollutants, recharge of ground water, and provision of significant habitat areas for fish and wildlife. Uncontrolled urban-density development in and adjacent to wetlands and designated buffers can eliminate or significantly reduce the ability of wetlands to provide these important functions, thereby detrimentally affecting public health, safety, and general welfare.
2. It is the purpose of this chapter to provide balanced wetland protection measures which:
 - a. Further the goal of no net loss of wetland acreage and functions;
 - b. Encourage restoration and enhancement of degraded and low quality wetlands;
 - c. Provide a greater level of protection for higher-quality wetlands;
 - d. Maintain consistency with federal wetland protective measures; and
 - e. Respect the rights of property owners by allowing reasonable use of property.

B. Applicability.

1. The provisions of this chapter apply to all lands, all land uses and development activity, and all structures and facilities in the city, whether or not a permit or permit authorization is required, and shall apply to every person, firm, partnership, corporation, group, governmental agency, or other entity that owns, leases, or administers land within the city. No person, company, agency, or applicant shall alter a wetland or wetland buffer except as consistent with this chapter.
2. The city will not approve any permit or otherwise issue any authorization to alter the condition of any land, water, or vegetation, or to construct or alter any structure or improvement in, over, or on a wetland or wetland buffer, without first ensuring compliance with the requirements of this chapter, including, but not limited to, the following development permits:
 - a. Building permit;
 - b. Grading permit;
 - c. Forest practices conversion permit;
 - d. Conditional use permit;
 - e. Shoreline conditional use permit;
 - f. Shoreline substantial development permit;
 - g. Shoreline variance;
 - h. Short subdivision;
 - i. Subdivision;
 - j. Planned residential development;
 - k. Master plan;

- a. Reconstruction of damaged or destroyed structures within the same building footprint. Expansion or reconstruction within a new or expanded footprint that affects a nonexempt wetland or wetland buffer is subject to the provisions of this title.
 - b. The harvesting or normal maintenance of vegetation in a manner that is not injurious to the natural reproduction of such vegetation.
 - c. Existing agricultural activities and structures:
 - i. Agricultural activities and structures in operation at the time of adoption of the ordinance codified in this chapter that are affecting wetlands not associated with a riparian corridor are exempt from regulation under this chapter,
 - ii. Changes in agricultural practices within the same "footprint" as the existing agricultural activities in subsection (C)(1)(c)(i) of this section, including reconstruction of existing agricultural structures, or construction of new agricultural structures, are exempt from regulation under this chapter,
 - iii. Agricultural activities and structures in operation at the time of adoption of the ordinance codified in this chapter that are affecting wetlands associated with riparian corridors shall be regulated through CMC Chapter 16.61.
 - d. The removal or eradication of noxious weeds so designated in Title 8 of this code or other exotic nuisance plants including nonnative blackberries; provided, that ground disturbing heavy machinery (scraping, ripping, etc.) is not used. Cutting, mowing, and ground disturbance with hand tools is allowed.
 - e. Site investigative work necessary for land use application submittals such as surveys, soil logs, and percolation tests.
 - f. Emergency clearing to abate immediate danger to persons or property. For emergency clearing of hazard trees, remove only that portion of the hazard tree as necessary to remediate the hazard.
 - g. Clearing necessary for the emergency repair of utility or public facilities. Notification of emergency work that causes substantial degradation to functions and values must be reported in a timely manner.
 - h. Clearing for operation, maintenance, or repair of existing utilities or public facilities that does not further increase the impact to, or encroach further within, the wetland or wetland buffer.
 - i. Clearing, as minimally necessary, for placement of fencing, private wells, septic systems, or individual lot sewer, water, electrical, or utility connections in wetland buffers, where practical alternatives do not exist.
 - j. Clearing, as minimally necessary, for stream bank restoration, for native replanting, or enhancements in wetlands and wetland buffers.
 - k. Clearing, as minimally necessary, for soil, water, vegetation, and resource conservation projects having received an environmental permit from a public agency in wetlands and wetland buffers.
 - l. Clearing, as minimally necessary, for creating a four-foot or narrower path using natural, wood-based, or vegetated pervious surfacing in wetlands and wetland buffers.
 - m. Land disturbance in wetlands and wetland buffers cumulatively less than five cubic yards in volume and three hundred square feet in area; provided, that the wetland hydroperiod is not significantly affected.
2. Exempted Wetlands. This chapter shall not apply to the following wetlands:

- a. Small. Isolated Category III wetlands less than two thousand five hundred square feet in area, and isolated Category IV wetlands less than four thousand three hundred fifty square feet in area;
 - b. Artificial. Wetlands created from nonwetland sites including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, stormwater facilities, farm ponds, and landscape amenities; provided, that wetlands created as mitigation shall not be exempted;
 - c. Riparian. Wetlands fully within five feet, measured horizontally, of bank-full width for streams and the ordinary high water mark for lakes which are regulated under the State Shorelines Management Act (Chapter 90.58 RCW) or under CMC Chapter 16.61, are exempt.
- D. Interpretation.
1. This chapter shall apply in addition to zoning and other regulations adopted by the city.
 2. When there is a conflict between any provisions of this chapter or any other regulations adopted by the city of Camas, that providing the most protection to affected critical areas shall apply.
 3. Compliance with this chapter does not constitute compliance with other federal, state and local regulations and permit requirements (for example, shoreline substantial development permits, hydraulic project approval (HPA) permits, Section 106 of the National Historic Preservation Act, U.S. Army Corps of Engineers Section 404 permits, National Pollutant Discharge Elimination System (NPDES) permits, or DOE Section 401 Water Quality Certification). The applicant is responsible for complying with all requirements, apart from the provisions of this chapter.

16.53.020 Rating system.

- A. Designating Wetlands. Wetlands are those areas, designated in accordance with the ~~Washington State Wetland Identification and Delineation Manual, or Corps of Engineers Delineation Manual, Environmental Laboratories, 1987, or most current editions~~ approved federal wetland delineation manual and applicable regional supplements, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. All areas within the city of Camas meeting the wetland designation criteria in the approved federal wetland delineation manual and applicable regional supplements~~State Identification and Delineation Manual~~, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this title.
- B. Wetland Rating System. Wetlands shall be rated according to the Washington State Department of Ecology (Ecology) wetland rating system found in Washington State Wetland Rating System for Western Washington—2014 Update (Revised, Ecology Publication #14-06-029, October 2014)~~Washington State Wetlands Rating System for Western Washington, (Ecology publication No. 04-06-025, August 2006, or most current edition)~~. The rating system document contains the definitions and methods for determining if the criteria below are met:
 1. Wetland Rating Categories.
 - a. Category I. Category I wetlands are those that meet one or more of the following criteria:
 - i. Wetlands that are identified by scientists of the Washington Natural Heritage Program, Department of Natural Resources(/DNR) as wetlands with high conservation value~~high quality wetlands~~;
 - ii. Bogs ~~larger than one-half acre~~;
 - iii. Mature and old growth forested wetlands larger than one acre;

- iv. Wetlands that perform many functions well, as indicated by scoring twenty-three points or more ~~seventy points (out of one hundred)~~ in the rating system.

Category I wetlands represent a unique or rare wetland type, are more sensitive to disturbance than most wetlands, are relatively undisturbed and contain some ecological attributes that are impossible to replace within a human lifetime, or provide a very high level of functions.

- b. Category II. Category II wetlands are those ~~that meet one or more of the following criteria:~~
 - ~~Estuarine wetlands smaller than one acre, or disturbed estuarine wetlands larger than one acre;~~ii. ~~Bogs between one fourth and one half acre in size;~~
 - iii. ~~Wetlands with a moderately high level of functions, as indicated by scoring between twenty and twenty-two ~~fifty one to sixty-nine~~ points in the Ecology rating system.~~

Category II wetlands are difficult, though not impossible, to replace, and provide high levels of some functions. These wetlands occur more commonly than Category I wetlands, but they still need a relatively high level of protection.

- c. Category III. Category III wetlands are those with a moderate level of functions, as indicated by scoring between sixteen and nineteen ~~thirty to fifty~~ points in the Ecology rating system. Generally, wetlands in this category have been disturbed in some way and are often less diverse or more isolated from other natural resources in the landscape than Category II wetlands.
- d. Category IV. Category IV wetlands have the lowest levels of functions and are often heavily disturbed. They are characterized by a score of fewer than sixteen points ~~less than thirty or in~~ the rating system. These are wetlands that should be replaceable, and in some cases may be improved. However, experience has shown that replacement cannot be guaranteed in any specific case. These wetlands may provide some important functions, and should be protected to some degree.

- 2. Date of Wetland Rating. Wetland rating categories shall be applied as the wetland exists on the date of adoption of the rating system by the local government, as the wetland naturally changes thereafter, or as the wetland changes in accordance with permitted activities. Wetland rating categories shall not change due to illegal modifications.

16.53.030 Critical area report—Additional requirements for wetlands.

- A. Prepared by a Qualified Professional. A critical areas report for wetlands shall be prepared by a qualified professional who is a wetland biologist with experience preparing wetland reports.
- B. Area Addressed in Critical Area Report. In addition to the requirements of CMC Chapter 16.51, the following areas shall be addressed in a critical area report for wetlands:
 - 1. Within a subject parcel or parcels, the project area of the proposed activity;
 - 2. All wetlands and recommended buffer zones within three hundred feet of the project area within the subject parcel or parcels;
 - 3. All shoreline areas, water features, floodplains, and other critical areas, and related buffers within three hundred feet of the project area within the subject parcel or parcels;
 - 4. The project design and the applicability of the buffers based on the proposed layout and the level of land use intensity; and
 - 5. Written documentation from the qualified professional demonstrating compliance with the requirements of this chapter.
- C. Wetland Determination. In conjunction with the submittal of a development permit application, the responsible official shall determine the probable existence of a wetland on the subject parcel. If

wetland or wetland buffers are found to be likely to exist on the parcel, wetland delineation is required.

D. Wetland Delineation.

1. Methodology. The location of a wetland and its boundary shall be determined through the performance of a field investigation utilizing the methodology contained in the approved federal wetland delineation manual and applicable regional supplements. ~~Wetlands Delineation Manual~~. If a wetland is located off-site and is inaccessible, the best available information shall be used to determine the wetland boundary and category.
2. Information Requirements. Wetland boundaries shall be staked and flagged in the field and a delineation report shall be submitted to the department. The report shall include the following information:
 - a. USGS quadrangle map with site clearly defined;
 - b. Topographic map of area;
 - c. National wetland inventory map showing site;
 - d. Soil conservation service soils map showing site;
 - e. Site map, at a scale no smaller than one inch equals one hundred feet (a scaling ratio of one is to one thousand two hundred), if practical, showing the following information:
 - i. Wetland boundaries,
 - ii. Sample sites and sample transects,
 - iii. Boundaries of forested areas,
 - iv. Boundaries of wetland classes if multiple classes exist;
 - f. Discussion of methods and results with special emphasis on technique used from the approved federal wetland delineation manual and applicable regional supplements ~~Wetlands Delineation Manual~~;
 - g. Acreage of each wetland on the site based on the survey if the acreage will impact the buffer size determination or the project design;
 - h. All completed field data sheets per the approved federal wetland delineation manual and applicable regional supplements ~~Wetlands Delineation Manual~~, numbered to correspond to each sample site.

E. Wetland Analysis. In addition to the minimum required contents of subsection D of this section, and in addition to CMC Section 16.51.170, a critical area report for wetlands shall contain an analysis of the wetlands including the following site- and proposal-related information at a minimum:

1. A discussion of measures, including avoidance, minimization, and mitigation, proposed to preserve existing wetlands and restore any wetlands that were degraded prior to the current proposed land use activity.
2. Proposed mitigation, if needed, including a written assessment and accompanying maps of the mitigation area, including the following information at a minimum:
 - a. Existing and proposed wetland acreage;
 - b. Vegetative, faunal, and hydrologic conditions;
 - c. Relationship within watershed, and to existing water bodies;
 - d. Soil and substrate conditions, topographic elevations;
 - e. Existing and proposed adjacent site conditions;
 - f. Required wetland buffers; and

- g. Property ownership.
- 3. A discussion of ongoing management practices that will protect wetlands after the project site has been developed; including proposed monitoring and maintenance programs.

When deemed appropriate, the director may also require the critical area report to include an evaluation by the Department of Ecology or an independent qualified expert regarding the applicant's analysis, and the effectiveness of any proposed mitigating measures or programs, and to include any recommendations as appropriate.

(Ord. 2517 § 1 (Exh. A (part)), 2008)

16.53.040 Standards.

- A. Activities and uses shall be prohibited from wetlands and wetland buffers, except as provided for in this chapter.
- B. Wetland Buffers.

Buffers. Wetland buffer widths shall be determined by the responsible official in accordance with the standards below:

- 1. All buffers shall be measured horizontally outward from the delineated wetland boundary or, in the case of a stream with no adjacent wetlands, the ordinary high water mark as surveyed in the field.
- 2. Buffer widths are established by comparing the wetland rating category and the intensity of land uses proposed on development sites per Tables 16.53.040-1, 16.53.040-2, 16.53.040-3 and 16.53.040-4. For Category IV wetlands, the required water quality buffers, per Table 16.53.040-1, are adequate to protect habitat functions.

Table 16.53.040-1. Buffers Required to Protect Water Quality Functions

Wetland Rating	Low Intensity Use	Moderate Intensity Use	High Intensity Use
Category I	50 ft.	75 ft.	100 ft.
Category II	50 ft.	75 ft.	100 ft.
Category III	40 ft.	60 ft.	80 ft.
Category IV	25 ft.	40 ft.	50 ft.

Table 16.53.040-2. Buffers Required to Protect Habitat Functions in Category I and II Wetlands

<u>Habitat Score in the Rating Form</u>	<u>Low Intensity Use</u>	<u>Moderate Intensity Use</u>	<u>High Intensity Use</u>
<u>3-4 points</u>	See Table <u>16.60.040-1</u>	See Table <u>16.60.040-1</u>	See Table <u>16.60.040-1</u>
<u>5</u>	<u>70 ft.</u>	<u>105 ft.</u>	<u>140 ft.</u>
<u>6</u>	<u>90</u>	<u>135</u>	<u>180</u>
<u>7</u>	<u>110</u>	<u>165</u>	<u>220</u>
<u>8</u>	<u>130</u>	<u>195</u>	<u>260</u>
<u>9</u>	<u>150</u>	<u>225</u>	<u>300</u>

Habitat Score in the Rating Form	Low Intensity Use	Moderate Intensity Use	High Intensity Use
19 points or less	See Table 16.60.040-1	See Table 16.60.040-1	See Table 16.60.040-1
20	60 ft.	75 ft.	100 ft.
21	70	85	100
22	80	95	120
23	90	105	140
24	100	115	160
25	110	125	180
26	120	135	200
27	130	145	220
28	140	165	240
29	150	185	260
30	150	205	280
31 points or greater	150	225	300

Table 16.53.040-3. Buffers Required to Protect Habitat Functions in Category III Wetlands

Habitat Score in the Rating Form	Low Intensity Use	Moderate Intensity Use	High Intensity Use
<u>3-4 points</u>	See Table 16.60.040-1	See Table 16.60.040-1	See Table 16.60.040-1
<u>5</u>	60 ft.	90 ft.	120 ft.
<u>6</u>	65	100	135
<u>7</u>	75	110	150
<u>8</u>	130	195	260
<u>9</u>	150	225	300
Habitat Score in the Rating Form	Low Intensity Use	Moderate Intensity Use	High Intensity Use
20 points or less	See Table 16.60.040-1	See Table 16.60.040-1	See Table 16.60.040-1
21	45 ft.	65 ft.	90 ft.
22	50	70	100
23	55	80	110
24	60	90	120
25	65 ft.	100 ft.	130 ft.
26	70	105	140
27 points or greater	75 ft.	110 ft.	150 ft.

Table 16.53.040-4. Land Use Intensity Matrix¹

	Parks and Recreation	Streets and Roads	Stormwater Facilities	Utilities	Commercial / Industrial	Residential ²
Low	Natural fields and grass areas, viewing areas, split rail fencing	NA	Outfalls, spreaders, constructed wetlands, bioswales, vegetated detention basins, overflows	Underground and overhead utility lines, manholes, power poles (without footings)	NA	Density at or lower than 1 unit per 5 acres
Moderate	Impervious trails, engineered fields, fairways	Residential driveways and access roads	Wet ponds	Maintenance access roads	NA	Density between 1 unit per acre and higher than 1 unit per 5 acres
High	Greens, tees, structures, parking, lighting, concrete or gravel pads, security fencing	Public and private streets, security fencing, retaining walls	Maintenance access roads, retaining walls, vaults, infiltration basins, sedimentation fore bays and structures, security fencing	Paved or concrete surfaces, structures, facilities, pump stations, towers, vaults, security fencing, etc.	All site development	Density higher than 1 unit per acre

The responsible official shall determine the intensity categories applicable to proposals should characteristics not be specifically listed in Table 16.53.060-4.

Measured as density averaged over a site, not individual lot sizes.

3. In residential plats and subdivisions, wetlands and wetland buffers shall be placed within a nonbuildable tract with the following exceptions:
 - a. Creation of a nonbuildable tract would result in violation of minimum lot depth standards; or
 - b. The responsible official determines a tract is impractical;
 - c. Where the responsible official determines the exceptions in subsection (B)(3)(a) or (B)(3)(b) of this section are applicable, residential lots may extend into wetlands and wetland buffers; provided, that all the requirements of subsection C of this section are met.
4. Adjusted Buffer Width.
 - a. Adjustments Authorized by Wetland Permits. Adjustments to the required buffer width are authorized by Section 16.53.050(D) of this section upon issuance of a wetland permit.

- b. Functionally Isolated Buffer Areas. Areas which are functionally separated from a wetland and do not protect the wetland from adverse impacts shall be treated as follows:
 - i. Preexisting roads, structures, or vertical separation shall be excluded from buffers otherwise required by this chapter;
 - ii. Distinct portions of wetlands with reduced habitat functions that are components of wetlands with an overall habitat rating score greater than ~~twenty~~ twenty-five points shall not be subject to the habitat function buffers designated in Tables 16.53.040-2 and 16.53.040-3 if all of the following criteria are met:
 - (A) The area of reduced habitat function is at least one acre in size,
 - (B) The area supports less than five native plant species and does not contain special habitat features,
 - (C) The area of reduced habitat function has low or no interspersions of habitats as defined in Section H1.4 of the rating form,
 - (D) The area does not meet any WDFW priority habitat or species criteria, and
 - (E) The required habitat function buffer is provided for all portions of the wetland that do not have reduced habitat function.
- C. Standard Requirements. Any action granting or approving a development permit application shall be conditioned on all the following:
 - 1. Marking Buffer During Construction. The location of the outer extent of the wetland buffer shall be marked in the field and such markings shall be maintained throughout the duration of the permit.
 - 2. Permanent Marking of Buffer Area. A permanent physical demarcation along the upland boundary of the wetland buffer area shall be installed and thereafter maintained. Such demarcation may consist of logs, a tree or hedge row, fencing, or other prominent physical marking approved by the responsible official. In addition, small signs shall be posted at an interval of one per lot or every one hundred feet, whichever is less, and perpetually maintained at locations along the outer perimeter of the wetland buffer as approved by the responsible official, and worded substantially as follows:

Wetland and Buffer—Please retain in a natural state.
 - 3. A conservation covenant shall be recorded in a form approved by the city as adequate to incorporate the other restrictions of this section and to give notice of the requirement to obtain a wetland permit prior to engaging in regulated activities within a wetland or its buffer.
 - 4. In the case of plats, short plats, and recorded site plans, include on the face of such instrument the boundary of the wetland and its buffer, and a reference to the separately recorded conservation covenant provided for in subsection (C)(3) of this section.
- D. Standard Requirements—Waivers. The responsible official shall waive the requirements of Section 16.53.030(D) and subsection B of this section in certain cases described below if the applicant designates development envelopes which are clearly outside of any wetland or buffer. The responsible official may require partial wetland delineation to the extent necessary to ensure eligibility for this waiver:
 - 1. Residential building permits and home businesses;
 - 2. Site plan reviews where the responsible official determines that all development is clearly separated from the wetlands and wetland buffers:
 - a. Development envelopes shall be required for a fully complete preliminary application,
 - b. Development envelopes shall be shown on the final site plan, and
 - c. A note referencing the development envelopes shall be placed on the final site plan.

16.53.050 Wetland permits.**A. General.**

1. A wetland permit is required for any development activity that is not exempt pursuant to Section 16.53.010(C) within wetlands and wetland buffers.
2. Standards for wetland permits are provided in subsections B, C and D of this section.
3. All wetland permits require approval of a preliminary and final enhancement/mitigation plan in accordance with the provisions of subsection E of this section unless the preliminary enhancement/mitigation plan requirement is waived under the provisions of subsection (E)(2) of this section.
4. Wetland permit application, processing, preliminary approval, and final approval procedures are set out in subsections F through I of this section.
5. Provisions for programmatic permits are provided by subsection K of this section.
6. Provisions for emergency wetland permits are provided by subsection L of this section.

B. Standards—General. Wetland permit applications shall be based upon a mitigation plan and shall satisfy the following general requirements:

1. The proposed activity shall not cause significant degradation of wetland functions;
2. The proposed activity shall comply with all state, local, and federal laws, including those related to sediment control, pollution control, floodplain restrictions, stormwater management, and on-site wastewater disposal.

C. Buffer Standards and Authorized Activities. The following additional standards apply for regulated activities in a wetland buffer:

1. **Buffer Reduction Incentives.** Standard buffer widths may be reduced under the following conditions, provided that functions of the post-project wetland are equal to or greater after use of these incentives.
 - a. **Lower Impact Land Uses.** The buffer widths recommended for proposed land uses with high-intensity impacts to wetlands can be reduced to those recommended for moderate-intensity impacts if both of the following criteria are met:
 - i. A relatively undisturbed, vegetated corridor at least one hundred feet wide is protected between the wetland and any other priority habitats that are present as defined by the Washington State Department of Fish and Wildlife*; and
 - ii. Measures to minimize the impacts of the land use adjacent to the wetlands are applied, such as infiltration of stormwater, retention of as much native vegetation and soils as possible, direction of noise and light away from the wetland, and other measures that may be suggested by a qualified wetlands professional.
 - b. **Restoration.** Buffer widths may be reduced up to twenty-five percent if the buffer is restored or enhanced from a pre-project condition that is disturbed (e.g., dominated by invasive species), so that functions of the post-project wetland and buffer are equal or greater. To the extent possible, restoration should provide a vegetated corridor of a minimum one hundred feet wide between the wetland and any other priority habitat areas as defined by the Washington State Department of Fish and Wildlife. The habitat corridor must be protected for the entire distance between the wetland and the priority habitat area by some type of permanent legal protection such as a covenant or easement. The restoration plan must meet requirements in subsection D of this section for a mitigation plan, and this section for a critical area report.
 - c. **Combined Reductions.** Buffer width reductions allowed under subsections (C)(1)(a) and (C)(1)(b) of this section may be added provided that minimum buffer widths shall never be

less than fifty feet for all Categories I, II and III wetlands, and twenty-five feet for all Category IV wetlands.

2. **Buffer Averaging.** Averaging buffers is allowed in conjunction with any of the other provisions for reductions in buffer width (listed in subsection (C)(1) of this section) provided that minimum buffer widths listed in subsection (C)(1)(c) of this section are adhered to. The community development department shall have the authority to average buffer widths on a case-by-case basis, where a qualified wetlands professional demonstrates, as part of a critical area report, that all of the following criteria are met:
 - a. The total area contained in the buffer after averaging is no less than that contained within the buffer prior to averaging;
 - b. Decreases in width are generally located where wetland functions may be less sensitive to adjacent land uses, and increases are generally located where wetland functions may be more sensitive to adjacent land uses, to achieve no net loss or a net gain in functions;
 - c. The averaged buffer, at its narrowest point, shall not result in a width less than seventy-five percent of the required width, provided that minimum buffer widths shall never be less than fifty feet for all Category I, Category II, and Category III wetlands, and twenty-five feet for all Category IV wetlands; and
 - d. **Effect of Mitigation.** If wetland mitigation occurs such that the rating of the wetland changes, the requirements for the category of the wetland after mitigation shall apply.
3. **Stormwater Facilities.** Stormwater facilities are only allowed in buffers of wetlands with low habitat function (~~less than twenty-three or four~~ points on the habitat section of the rating system form); provided, the facilities shall be built on the outer edge of the buffer and not degrade the existing buffer function, and are designed to blend with the natural landscape. Unless determined otherwise by the responsible official, the following activities shall be considered to degrade a wetland buffer when they are associated with the construction of a stormwater facility:
 - a. Removal of trees greater than four inches diameter at four and one-half feet above the ground or greater than twenty feet in height;
 - b. Disturbance of plant species that are listed as rare, threatened, or endangered by the city, county, or any state or federal management agency;
 - c. The construction of concrete structures, other than manholes, inlets, and outlets that are exposed above the normal water surface elevation of the facility;
 - d. The construction of maintenance and access roads;
 - e. Slope grading steeper than four to one horizontal to vertical above the normal water surface elevation of the stormwater facility;
 - f. The construction of pre-treatment facilities such as fore bays, sediment traps, and pollution control manholes;
 - g. The construction of trench drain collection and conveyance facilities;
 - h. The placement of fencing; and
 - i. The placement of rock and/or riprap, except for the construction of flow spreaders, or the protection of pipe outfalls and overflow spillways; provided, that buffer functions for areas covered in rock and/or riprap are replaced.
4. **Road and Utility Crossings.** Crossing buffers with new roads and utilities is allowed provided all the following conditions are met:
 - a. Buffer functions, as they pertain to protection of the adjacent wetland and its functions, are replaced; and

- b. Impacts to the buffer and wetland are minimized.
- 5. Other Activities in a Buffer. Regulated activities not involving stormwater management, road and utility crossings, or a buffer reduction via enhancement are allowed in the buffer if all the following conditions are met:
 - a. The activity is temporary and will cease or be completed within three months of the date the activity begins;
 - b. The activity will not result in a permanent structure in or under the buffer;
 - c. The activity will not result in a reduction of buffer acreage or function;
 - d. The activity will not result in a reduction of wetland acreage or function.
- D. Standards—Wetland Activities. The following additional standards apply to the approval of all activities permitted within wetlands under this section:
 - 1. Sequencing. Applicants shall demonstrate that a range of project alternatives have been given substantive consideration with the intent to avoid or minimize impacts to wetlands. Documentation must demonstrate that the following hierarchy of avoidance and minimization has been pursued:
 - a. Avoid impacts to wetlands unless the responsible official finds that:
 - i. For Categories I and II wetlands, avoiding all impact is not in the public interest or will deny all reasonable economic use of the site;
 - ii. For Categories III and IV wetlands, avoiding all impact will result in a project that is either:
 - (A) Inconsistent with the city of Camas comprehensive plan,
 - (B) Inconsistent with critical area conservation goals, or
 - (C) Not feasible to construct.
 - b. Minimize impacts to wetlands if complete avoidance is infeasible. The responsible official must find that the applicant has limited the degree or magnitude of impact to wetlands by using appropriate technology and by taking affirmative steps to reduce impact through efforts such as:
 - i. Seeking easements or agreements with adjacent land owners or project proponents where appropriate;
 - ii. Seeking reasonable relief that may be provided through application of other city zoning and design standards;
 - iii. Site design; and
 - iv. Construction techniques and timing.
 - c. Compensate for wetland impacts that will occur, after efforts to minimize have been exhausted. The responsible official must find that:
 - i. The affected wetlands are restored to the conditions existing at the time of the initiation of the project;
 - ii. Unavoidable impacts are mitigated in accordance with this subsection; and
 - iii. The required mitigation is monitored and remedial action is taken when necessary to ensure the success of mitigation activities.
 - 2. Location of Wetland Mitigation. Wetland mitigation for unavoidable impacts shall be located using the following prioritization:
 - a. On-Site. Locate mitigation according to the following priority:

- i. Within or adjacent to the same wetland as the impact,
 - ii. Within or adjacent to a different wetland on the same site;
 - b. Off-Site. Locate mitigation within the same watershed or use an established wetland mitigation bank; the service area determined by the mitigation bank review team and identified in the executed mitigation bank instrument;
 - c. In-Kind. Locate or create wetlands with similar landscape position and the same hydrogeomorphic (HGM) classification based on a reference to a naturally occurring wetland system; and
 - d. Out-of-Kind. Mitigate in a different landscape position and/or HGM classification based on a reference to a naturally occurring wetland system.
3. Types of Wetland Mitigation. The various types of wetland mitigation allowed are listed below in the general order of preference.
- a. Restoration. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into:
 - i. Re-Establishment. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.
 - ii. Rehabilitation. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a degraded wetland. Re-establishment results in a gain in wetland function, but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.
 - b. Creation (Establishment). The manipulation of the physical, chemical, or biological characteristics of a site with the goal of developing a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.
 - c. Enhancement. The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve the specific function(s), or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, floodwater retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations, or the proportion of open water to influence hydroperiods, or some combination of these activities.
 - d. Protection/Maintenance (Preservation). Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences, or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation.

Preservation does not result in a gain of wetland acres, but may result in improved wetland functions.
4. Wetland Mitigation Ratios.
- a. Standard Wetland Mitigation Ratios. The following mitigation ratios for each of the mitigation types described in subsections (D)(3)(a) through (D)(3)(c) of this section apply:

Table 16.53.050-1. Standard Wetland Mitigation Ratios (In Area)

Wetland to be Replaced	Reestablishment or Creation	Rehabilitation	Reestablishment or Creation and Rehabilitation	Reestablishment or Creation and Enhancement	Enhancement
Category IV	1.5:1	3:1	1:1 R/C and 1:1 RH	1:1 R/C and 2:1 E	6:1
Category III	2:1	4:1	1:1 R/C and 2:1 RH	1:1 R/C and 4:1 E	8:1
Category II	3:1	6:1	1:1 R/C and 4:1 RH	1:1 R/C and 8:1 E	12:1
Category I, Forested	6:1	12:1	1:1 R/C and 10:1 RH	1:1 R/C and 20:1 E	24:1
Category I, Based on Score for Functions	4:1	8:1	1:1 R/C and 6:1 RH	1:1 R/C and 12:1 E	16:1
Category I, Natural Heritage Site	Not considered possible	6:1 Rehabilitate a natural heritage site	N/A	N/A	Case-by-case

b. Preservation. The responsible official has the authority to approve preservation of existing wetlands as wetland mitigation under the following conditions:

- i. The wetland area being preserved is a Category I or II wetland, or is within a WDFW priority habitat or species area;
- ii. The preservation area is at least one acre in size;
- iii. The preservation area is protected in perpetuity by a covenant or easement that gives the city clear regulatory and enforcement authority to protect existing wetland and wetland buffer functions with standards that exceed the protection standards of this chapter;
- iv. The preservation area is not an existing or proposed wetland mitigation site; and
- v. The following preservation/mitigation ratios apply:

Table 16.53.050-2. Wetland Preservation Ratios for Categories I and II Wetlands (In Area)

Habitat Function of Wetland to be Replaced	In Addition to Standard Mitigation		As the Only Means of Mitigation	
	Full and Functioning Buffer	Reduced and/or Degraded Buffer	Full and Functioning Buffer	Reduced and/or Degraded Buffer
Low (<20- 3-4 points)	10:1	14:1	20:1	30:1
Moderate (5 - 720- 30 points)	13:1	17:1	30:1	40:1
High (8 - 9>30- points)	16:1	20:1	40:1	50:1

- c. The responsible official has the authority to reduce wetland mitigation ratios under any of the following circumstances:
- i. Documentation by a qualified wetland specialist demonstrates that the proposed mitigation actions have a very high likelihood of success based on prior experience;
 - ii. Documentation by a qualified wetland specialist demonstrates that the proposed actions for compensation will provide functions and values that are significantly greater than the wetland being affected;
 - iii. The proposed actions for compensation are conducted in advance of the impact and are shown to be successful;
 - iv. In wetlands where several HGM classifications are found within one delineated wetland boundary, the areas of the wetlands within each HGM classification can be scored and rated separately and the mitigation ratios adjusted accordingly, if all the following apply:
 - (A) The wetland does not meet any of the criteria for wetlands with "Special Characteristics," as defined in the rating system,
 - (B) The rating and score for the entire wetland is provided, as well as the scores and ratings for each area with a different HGM classification,
 - (C) Impacts to the wetland are all within an area that has a different HGM classification from the one used to establish the initial category, and
 - (D) The proponents provide adequate hydrologic and geomorphic data to establish that the boundary between HGM classifications lies at least fifty feet outside of the footprint of the impacts.
5. Alternate Wetland Mitigation.

a. Wetland Mitigation Banks.

- i. Credits from a wetland mitigation bank may be approved for use as compensation for unavoidable impacts to wetlands when:
 - (A) The bank is certified under state rules;
 - (B) The Administrator determines that the wetland mitigation bank provides appropriate compensation for the authorized impacts; and
 - (C) The proposed use of credits is consistent with the terms and conditions of the certified bank instrument.

- ii. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the certified bank instrument.
- iii. Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the certified bank instrument. In some cases, the service area of the bank may include portions of more than one adjacent drainage basin for specific wetland functions.

~~ab. Wetland Mitigation Banking.~~

- i. ~~Construction, enhancement, or restoration of wetlands to use as mitigation for future wetland development impacts is permitted subject to the following:~~
 - (A) ~~A wetland permit shall be obtained prior to any mitigation banking. If a wetland permit is not obtained prior to mitigation bank construction, mitigation credit shall not be awarded. On projects proposing off-site wetland banking in addition to required wetland mitigation, a separate wetland permit shall be required for each activity. The performance and maintenance bond requirements of subsections (H)(3)(c) and (H)(3)(d) of this section shall not be applicable, provided there are no requests for mitigation credit prior to the city determining the mitigation banking is successful. If mitigation banking is not fully functioning, as defined in the wetland permit, at the time mitigation credit is requested, subsections (H)(3)(c) and (H)(3)(d) of this section shall apply.~~
 - (B) ~~Federal and state wetland regulations, if applicable, may supersede city requirements;~~
- ii. ~~The mitigation credit allowed will be determined by the city, based on the wetland category, condition, and mitigation ratios as specified in subsection (D)(4) of this section. Prior to granting mitigation banking credit, all wetland mitigation banking areas must comply with Section 16.53.040(E)(4)(b) and (E)(4)(c), and, if applicable, subsection (H)(3) of this section;~~
- iii. ~~On projects proposing off-site wetland banking in addition to required wetland mitigation, a separate permit fee will be required for each activity;~~
- iv. ~~Purchase of banked wetland credits is permitted to mitigate for wetland impacts in the same watershed, provided the applicant has minimized wetland impacts, where reasonably possible, and the following requirements are met:~~
 - (A) ~~Documentation, in a form approved by the city, adequate to verify the transfer of wetland credit shall be submitted, and~~
 - (B) ~~A plat note, along with information on the title, shall be recorded in a form approved by the city as adequate to give notice of the requirements of this section being met by the purchase of banked wetland credits.~~

b. In-Lieu Fee. To aid in the implementation of off-site mitigation, the City may develop an in-lieu fee program. This program shall be developed and approved through a public process and be consistent with federal rules, state policy on in-lieu fee mitigation, and state water quality regulations. An approved in-lieu-fee program sells compensatory mitigation credits to permittees whose obligation to provide compensatory mitigation is then transferred to the in-lieu program sponsor, a governmental or non-profit natural resource management entity. Credits from an approved in-lieu-fee program may be used when paragraphs 1-6 below apply:

- i. The approval authority determines that it would provide environmentally appropriate compensation for the proposed impacts.
- ii. The mitigation will occur on a site identified using the site selection and prioritization process in the approved in-lieu-fee program instrument.
- iii. The proposed use of credits is consistent with the terms and conditions of the approved in-lieu-fee program instrument.

- iv. Land acquisition and initial physical and biological improvements of the mitigation site must be completed within three years of the credit sale.
 - v. Projects using in-lieu-fee credits shall have debits associated with the proposed impacts calculated by the applicant's qualified wetland scientist using the method consistent with the credit assessment method specified in the approved instrument for the in-lieu-fee program.
 - vi. Credits from an approved in-lieu-fee program may be used to compensate for impacts located within the service area specified in the approved in-lieu-fee instrument.
- ~~bd. Cumulative Effects Fund. The city may accept payment of a voluntary contribution to an established cumulative effects fund for off-site watershed scale habitat and wetland conservation in Compensatory mitigation credits may be issued for lieu of wetland mitigation of unavoidable impacts in the following cases:~~
- i. Residential building permits where on-site enhancement and/or preservation is not adequate to meet the requirements of subsection (D)(4) of this section;
 - ii. Approved reasonable use exceptions where sufficient on-site wetland and wetland buffer mitigation is not practical;
 - iii. Small impacts affecting less than 0.10 acre of wetland where on-site enhancement and/or preservation is not adequate to meet the requirements of subsection (D)(4) of this section; or
 - iv. As an additional mitigation measure when all other mitigation options have been applied to the greatest extent practicable.
6. Stormwater Facilities. Stormwater facilities are allowed in wetlands with habitat scores less than ~~of three or twenty-four~~ on the rating form, in compliance with the following requirements:
- a. Stormwater detention and retention necessary to maintain wetland hydrology is authorized; provided, that the responsible official finds that wetland functions will not be degraded; and
 - b. Stormwater runoff is treated for water quality in accordance with the requirements of Section 17.19.040(C)(3) prior to discharge into the wetland.
7. Utility Crossings. Crossing wetlands by utilities is allowed, provided the activity is not prohibited by subsection (D)(1) of this section, and provided all the following conditions are met:
- a. The activity does not result in a decrease in wetland acreage or classification;
 - b. The activity results in no more than a short-term six month decrease in wetland functions; and
 - c. Impacts to the wetland are minimized.
8. Other Activities in a Wetland. Activities not involving stormwater management, utility crossings, or wetland mitigation are allowed in a wetland, provided the activity is not prohibited by subsection (D)(1) of this section, and provided all the following conditions are met:
- a. The activity shall not result in a reduction of wetland acreage or function; and
 - b. The activity is temporary and shall cease or be completed within three months of the date the activity begins.
- E. Mitigation Plans.
- 1. General. Mitigation plans are required for activities in a buffer or wetland. Content requirements which are inappropriate and inapplicable to a project may be waived by the responsible official upon request of the applicant at or subsequent to the pre-application consultation provided for in subsection (F)(1) of this section.

2. Preliminary Mitigation Plan. The purpose of the preliminary plan is to determine the feasibility of the project before extensive resources are devoted to the project. The responsible official may waive the requirement for a preliminary mitigation plan when a wetland permit is not associated with a development permit application (listed in Section 16.53.010(B)). The preliminary mitigation plan consists of two parts: baseline information for the site and a conceptual plan. If off-site wetland mitigation is proposed, baseline information for both the project site and mitigation site is required.
 - a. Baseline information shall include:
 - i. Wetland delineation report as described in Section 16.53.030(D)(2);
 - ii. Copies of relevant wetland jurisdiction determination letters, if available, such as determinations of prior converted crop lands, correspondence from state and federal agencies regarding prior wetland delineations, etc.;
 - iii. Description and maps of vegetative conditions at the site;
 - iv. Description and maps of hydrological conditions at the site;
 - v. Description of soil conditions at the site based on a preliminary on-site analysis;
 - vi. A topographic map of the site; and
 - vii. A functional assessment of the existing wetland and buffer.
 - (A) Application of the rating system in Section 16.53.020(B) will generally be considered sufficient for functional assessment,
 - (B) The responsible official may accept or request an alternate functional assessment methodology when the applicant's proposal requires detailed consideration of specific wetland functions,
 - (C) Alternate functional assessment methodologies used shall be scientifically valid and reliable.
 - b. The contents of the conceptual mitigation plan shall include:
 - i. Goals and objectives of the proposed project;
 - ii. A wetland buffer width reduction plan, if width reductions are proposed, that includes:
 - (A) The land use intensity, per Table 16.53.040-4, of the various elements of the development adjacent to the wetlands,
 - (B) The wetland buffer width(s) required by Tables 16.53.040-1, 16.53.040-2 and 16.53.040-3,
 - (C) The proposed buffer width reductions, including documentation that proposed buffer width reductions fully protect the functions of the wetland in compliance with subsection C of this section;
 - iii. A wetland mitigation plan that includes:
 - (A) A sequencing analysis for all wetland impacts,
 - (B) A description of all wetland impacts that require mitigation under this chapter, and
 - (C) Proposed mitigation measures and mitigation ratios;
 - iv. Map showing proposed wetland and buffer. This map should include the existing and proposed buffers and all proposed wetland impacts regulated under this chapter;
 - v. Site plan;
 - vi. Discussion and map of plant material to be planted and planting densities;

- vii. Preliminary drainage plan identifying location of proposed drainage facilities including detention structures and water quality features (e.g., swales);
 - viii. Discussion of water sources for all wetlands on the site;
 - ix. Project schedule;
 - x. Discussion of how the completed project will be managed and monitored; and
 - xi. A discussion of contingency plans in case the project does not meet the goals initially set for the project.
3. Final Mitigation Plan. The contents of the final mitigation plan shall include:
- a. The approved preliminary mitigation plan and all conditions imposed on that plan. If the preliminary mitigation plan requirement is waived, the final plan shall include the content normally required for the preliminary plan listed in this section.
 - b. Performance Standards. Specific criteria shall be provided for evaluating whether or not the goals and objectives of the mitigation project are being met. Such criteria may include water quality standards, survival rates of planted vegetation, species abundance and diversity targets, habitat diversity indices, or other ecological, geological, or hydrological criteria.
 - c. Detailed Construction Plans. Written specifications for the mitigation project shall be provided. The specifications shall include: the proposed construction sequence, grading and excavation details, water and nutrient requirements for planting, specification of substrate stockpiling techniques, and planting instructions, as appropriate. These written specifications shall be accompanied by detailed site diagrams, scaled cross-sectional drawings, topographic maps showing slope percentage and final grade elevations, and any other drawings appropriate to show construction techniques or anticipated final outcome.
 - d. Monitoring Program. The mitigation plan shall include a description of a detailed program for monitoring the success of the mitigation project.
 - i. The mitigation project shall be monitored for a period necessary to establish that the mitigation is successful, but not for a period of less than five years. Creation of forested wetland mitigation projects shall be monitored for a period of at least ten years;
 - ii. Monitoring shall be designed to measure the performance standards outlined in the mitigation plan and may include but not be limited to:
 - (A) Establishing vegetation plots to track changes in plant species composition and density over time,
 - (B) Using photo stations to evaluate vegetation community response,
 - (C) Sampling surface and subsurface waters to determine pollutant loading, and changes from the natural variability of background conditions (pH, nutrients, heavy metals),
 - (D) Measuring base flow rates and stormwater runoff to model and evaluate water quality predictions, if appropriate,
 - (E) Measuring sedimentation rates, if applicable, and
 - (F) Sampling fish and wildlife populations to determine habitat utilization, species abundance and diversity;
 - iii. A monitoring protocol shall be included outlining how the monitoring data will be evaluated by agencies that are tracking the progress of the project;
 - iv. Monitoring reports shall be submitted annually, or on a pre-arranged alternate schedule, for the duration of monitoring period;

- v. Monitoring reports shall analyze the results of monitoring, documenting milestones, successes, problems, and recommendations for corrective and/or contingency actions to ensure success of the mitigation project.
- e. Associated Plans and Other Permits. To ensure consistency with the final mitigation plan, associated plans and permits shall be submitted, including, but not limited to:
 - i. Engineering construction plans;
 - ii. Final site plan or proposed plat;
 - iii. Final landscaping plan;
 - iv. Habitat permit;
 - v. WDFW HPA;
 - vi. USACE Section 404 permit; and
 - vii. WDOE Administrative Order or Section 401 certification.
- f. Evidence of Financial and Scientific Proficiency. A description of how the mitigation project will be managed during construction and the scientific capability of the designer to successfully implement the proposed project. In addition, a demonstration of the financial capability of the applicant to successfully complete the project and ensure it functions properly at the end of the specific monitoring period.
- g. Contingency Plan. Identification of potential courses of action, and any corrective measures to be taken when monitoring or evaluation indicates project performance standards are not being met.

F. Wetland Permit—Application.

- 1. Pre-Permit Consultation. Any person intending to apply for a wetland permit is encouraged, but not required, to meet with the department during the earliest possible stages of project planning in order to discuss wetland impact avoidance, minimization, compensatory mitigation, and the required contents of a mitigation plan before significant commitments have been made to a particular project design. Effort put into pre-permit consultations and planning will help applicants create projects which will be more quickly and easily processed.
- 2. Applications. Applications for wetland permits shall be made to the department on forms furnished by the department and in conformance with Section 16.53.030.
- 3. Fees. At the time of application, the applicant shall pay a filing fee in accordance with the most current fee schedule adopted by the city.

G. Wetland Permit—Processing.

- 1. Procedures. Wetland permit applications shall be processed using the application procedures in Chapter 18.55 unless specifically modified herein:
 - a. Type I Wetland Permit. The following wetland permits shall be reviewed under the Type I review process in accordance with CMC Chapter 18.55:
 - i. Buffer modification only;
 - ii. Wetland impacts resulting in less than 0.10 acre of direct wetland impact;
 - iii. Wetland permits associated with residential building permits, regardless of impact;
 - iv. Re-authorization of approved wetland permits;
 - v. Programmatic wetland permits that are SEPA exempt.
 - b. Type II Wetland Permit. The following wetland permits shall be reviewed under the Type II review process in accordance with CMC Chapter 18.55:

- i. Wetland impacts resulting in 0.10 acre, or more, of direct wetland impact, other than residential building permits;
 - ii. Programmatic wetland permits that require SEPA review;
 - iii. Programmatic permit applications subject to Type II review shall not be subject to the notice requirements of Chapter 18.55. Within fourteen calendar days after the date an application is accepted as fully complete, the city shall publish in a newspaper of general circulation a summary of the notice, including the date, time, and manner of making comments, the nature and location of the proposal, and instructions for obtaining further information.
 - c. Type III Wetland Permit. Reasonable use exceptions, other than residential permits, made under Section 16.53.010(B)(3), shall be reviewed under the Type III review process described in Chapter 18.55.
 - 2. Consolidation. The department shall, to the extent practicable and feasible, consolidate the processing of wetland permits with other city regulatory programs which affect activities in wetlands, such as SEPA review, subdivision, grading, and site plan approval, so as to provide a timely and coordinated permit process. Where no other city permit or approval is required for the wetland activity, the wetland permit shall be processed in accordance with a Type II process under Chapter 18.55.
 - 3. Notification. In addition to notices otherwise required, notice of application shall be given to federal and state agencies that have jurisdiction over, or an interest in, the affected wetlands. This notice may be incorporated into a SEPA comment period.
- H. Wetland Permit—Preliminary Approval.
- 1. Decision Maker. A wetland permit application which has been consolidated with another permit or approval request which requires a public hearing (e.g., preliminary plat) shall be heard and decided in accordance with the procedures applicable to such other request. Any other wetland permit application shall be acted on by the responsible official within the timeline specified in Chapter 18.55 for the required permit type.
 - 2. Findings. A decision preliminarily approving or denying a wetland permit shall be supported by findings of fact relating to the standards and requirements of this chapter.
 - 3. Conditions. A decision preliminarily approving a wetland permit shall incorporate at least the following as conditions:
 - a. The approved preliminary mitigation plan;
 - b. Applicable conditions provided for in subsection (E)(3) of this section;
 - c. Posting of a performance assurance pursuant to subsection J of this section; and
 - d. Posting of a maintenance assurance pursuant to subsection J of this section.
 - 4. Duration. Wetland permit preliminary approval shall be valid for a period of three years from the date of issuance or termination of administrative appeals or court challenges, whichever occurs later, unless:
 - a. A longer period is specified in the permit; or
 - b. The applicant demonstrates good cause to the responsible official's satisfaction for an extension not to exceed an additional one year.
- I. Wetland Permit—Final Approval.
- 1. Issuance. The responsible official shall issue final approval of the wetland permit authorizing commencement of the activity permitted thereby upon:
 - a. Submittal and approval of a final mitigation plan pursuant to subsection (E)(3) of this section;

- b. Installation and approval of field markings as required by Section 16.53.040(C)(2);
 - c. The recording of a conservation covenant as required by Section 16.53.040(C)(3) and included on the plat, short plat, or site plan as required by Section 16.53.040(C)(4);
 - d. The posting of a performance assurance as required by subsection (H)(3) of this section.
2. Duration.
- a. Wetland or Wetland Buffer Impacts. Final approval shall be valid for the period specified in the final wetland permit, or the associated development approval. Extension of the permit shall only be granted in conjunction with extension of an associated permit.
 - b. Compensatory Mitigation. The compensatory mitigation requirements of the permit shall remain in effect for the duration of the monitoring and maintenance period specified in the approval.
- J. Wetland Permit Financial Assurances.
- 1. Types of Financial Assurances. The responsible official shall accept the following forms of financial assurances:
 - a. An escrow account secured with an agreement approved by the responsible official;
 - b. A bond provided by a surety for estimates that exceed five thousand dollars;
 - c. A deposit account with a financial institution secured with an agreement approved by the responsible official;
 - d. A letter of commitment from a public agency; and
 - e. Other forms of financial assurance determined to be acceptable by the responsible official.
 - 2. Financial Assurance Estimates. The applicant shall submit itemized cost estimates for the required financial assurances. The responsible official may adjust the estimates to ensure that adequate funds will be available to complete the specified compensatory mitigation upon forfeiture. In addition the cost estimates must include a contingency as follows:
 - a. Estimates for bonds shall be multiplied by one hundred fifty percent;
 - b. All other estimates shall be multiplied by one hundred ten percent.
 - 3. Waiver of Financial Assurances. For Type I wetland permits, the responsible official may waive the requirement for one or both financial assurances if the applicant can demonstrate to the responsible official's satisfaction that posting the required financial assurances will constitute a significant hardship.
 - 4. Acceptance of Work and Release of Financial Assurances.
 - a. Release of Performance Assurance. Upon request, the responsible official shall release the performance assurance when the following conditions are met:
 - i. Completion of construction and planting specified in the approved compensatory mitigation plan;
 - ii. Submittal of an as-built report documenting changes to the compensatory mitigation plan that occurred during construction;
 - iii. Field inspection of the completed site(s); and
 - iv. Provision of the required maintenance assurance.
 - b. Release of Maintenance Assurance. Upon request, the responsible official shall release the maintenance assurance when the following conditions are met:
 - i. Completion of the specified monitoring and maintenance program;

- ii. Submittal of a final monitoring report demonstrating that the goals and objectives of the compensatory mitigation plan have been met as demonstrated through:
 - (A) Compliance with the specific performance standards established in the wetland permit, or
 - (B) Functional assessment of the mitigation site(s), and
 - (C) Field inspection of the mitigation site(s).
 - c. Incremental Release of Financial Assurances. The responsible official may release financial assurances incrementally only if specific milestones and associated costs are specified in the compensatory mitigation plan and the document legally establishing the financial assurance.
 - 5. Transfer of Financial Assurances. The responsible official may release financial assurances at any time if equivalent assurances are provided by the original or a new permit holder.
 - 6. Forfeiture. If the permit holder fails to perform or maintain compensatory mitigation in accordance with the approved wetland permit, the responsible official may declare the corresponding financial assurance forfeit pursuant to the following process:
 - a. The responsible official shall, by registered mail, notify the wetland permit holder/agent that is signatory to the financial assurance, and the financial assurance holder of nonperformance with the terms of the approved wetlands permit;
 - b. The written notification shall cite a reasonable time for the permit holder, or legal successor, to comply with provisions of the permit and state the city's intent to forfeit the financial assurance should the required work not be completed in a timely manner;
 - c. Should the required work not be completed timely, the city shall declare the assurance forfeit;
 - d. Upon forfeiture of a financial assurance, the proceeds thereof shall be utilized either to correct the deficiencies which resulted in forfeiture or, if such correction is deemed by the responsible official to be impractical or ineffective, to enhance other wetlands in the same watershed or contribute to an established cumulative effects fund for watershed scale habitat and wetland conservation.
- K. Programmatic Permits for Routine Maintenance and Operations of Utilities and Public Facilities. The responsible official may issue programmatic wetland permits for routine maintenance and operations of utilities and public facilities within wetlands and wetland buffers, and for wetland enhancement programs. It is not the intent of the programmatic permit process to deny or unreasonably restrict a public agency or utility's ability to provide services to the public. Programmatic permits only authorize activities specifically identified in and limited to the permit approval and conditions.
- 1. Application Submittal Requirements. Unless waived by the responsible official with specific findings in the approval document in accordance with subsection (K)(2) of this section, applications for programmatic wetland permits shall include a programmatic permit plan that includes the following:
 - a. A discussion of the purpose and need for the permit;
 - b. A description of the scope of activities in wetlands and wetland buffers;
 - c. Identification of the geographical area to be covered by the permit;
 - d. The range of functions and values of wetlands potentially affected by the permit;
 - e. Specific measures and performance standards to be taken to avoid, minimize, and mitigate impacts on wetland functions and values including:
 - i. Procedures for identification of wetlands and wetland buffers,
 - ii. Maintenance practices proposed to be used,

- iii. Restoration measures,
 - iv. Mitigation measures and assurances,
 - v. Annual reporting to the responsible official that documents compliance with permit conditions and proposes any additional measures or adjustments to the approved programmatic permit plan,
 - vi. Reporting to the responsible official any specific wetland or wetland buffer degradations resulting from maintenance activities when the degradation occurs or within a timely manner,
 - vii. Responding to any department requests for information about specific work or projects,
 - viii. Procedures for reporting and/or addressing activities outside the scope of the approved permit, and
 - ix. Training all employees, contractors and individuals under the supervision of the applicant who are involved in permitted work.
2. Findings. A decision preliminarily approving or denying a programmatic wetland permit shall be supported by findings of fact relating to the standards and requirements of this chapter.
3. Approval Conditions. Approval of a programmatic wetland permit shall incorporate at least the following as conditions:
- a. The approved programmatic permit plan;
 - b. Annual reporting requirements; and
 - c. A provision stating the duration of the permit.
4. Duration and Re-authorization.
- a. The duration of a programmatic permit is for five years, unless:
 - i. An annual performance based re-authorization program is approved within the permit; or
 - ii. A shorter duration is supported by findings.
 - b. Requests for re-authorization of a programmatic permit must be received prior to the expiration of the original permit.
 - i. Re-authorization is reviewed and approved through the process described in subsection (K)(1) of this section.
 - ii. Permit conditions and performance standards may be modified through the re-authorization process.
 - iii. The responsible official may temporarily extend the original permit if the review of the re-authorization request extends beyond the expiration date.

L. Wetland Permit—Emergency.

1. Authorization. Notwithstanding the provisions of this chapter or any other laws to the contrary, the responsible official may issue prospectively or, in the case of imminent threats, retroactively a temporary emergency wetlands permit if:
- a. The responsible official determines that an unacceptable threat to life or loss of property will occur if an emergency permit is not granted; and
 - b. The anticipated threat or loss may occur before a permit can be issued or modified under the procedures otherwise required by this act and other applicable laws.

2. Conditions. Any emergency permit granted shall incorporate, to the greatest extent practicable and feasible, but not inconsistent with the emergency situation, the standards and criteria required for nonemergency activities under this act and shall:
 - a. Be limited in duration to the time required to complete the authorized emergency activity, not to exceed ninety days; and
 - b. Require, within this ninety-day period, the restoration of any wetland altered as a result of the emergency activity, except that if more than the ninety days from the issuance of the emergency permit is required to complete restoration, the emergency permit may be extended to complete this restoration.
 3. Notice. Notice of issuance of an emergency permit shall be published in a newspaper having general circulation in the city of Camas not later than ten days after issuance of such permit.
 4. Termination. The emergency permit may be terminated at any time without process upon a determination by the responsible official that the action was not or is no longer necessary to protect human health or the environment.
- M. Revocation. In addition to other remedies provided for elsewhere in this chapter, the responsible official may suspend or revoke wetland permit(s) issued in accordance with this chapter and associated development permits, pursuant to the provisions of Title 18 of the Camas Municipal Code, if the applicant or permittee has not complied with any or all of the conditions or limitations set forth in the permit, has exceeded the scope of work set forth in the permit, or has failed to undertake the project in the manner set forth in the permit.
- N. Enforcement. At such time as a violation of this chapter has been determined, enforcement action shall be commenced in accordance with the enforcement provisions of CMC Chapter 18.55, and may also include the following:
1. Applications for city land use permits on sites that have been cited or issued an administrative notice of correction or order under Title 18, or have been otherwise documented by the city for activities in violation of this chapter, shall not be processed for a period of six years provided:
 - a. The city has the authority to apply the permit moratorium to the property;
 - b. The city records the permit moratorium; and
 - c. The responsible official may reduce or wave the permit moratorium duration upon approval of a wetland permit under this section.
 2. Compensatory mitigation requirements under subsections C and D of this section may be increased by the responsible official as follows:
 - a. All or some portion of the wetland or wetland buffer impact cannot be permitted or restored in place; and
 - b. Compensatory mitigation for the impact is delayed more than one year from the time of the original citation or documentation of the violation.

* If priority habitats are not present in the vicinity of the proposed land use, criterion (ii) is sufficient for buffer width reductions. The development of these measures and their review by the city, which may include referral to independent qualified professionals, shall be at the applicant's expense. If proposed future land uses are more intense, they are not eligible to maintain this reduction



STAFF REPORT

2014 COMPREHENSIVE PLAN AMENDMENTS

Date: December 5, 2014

File No. CPA14-04

[Revision for City Council meeting to be held on December 15, 2014]

A Staff Report dated November 21, 2014, was presented at a public hearing on December 1, 2014, in regard to the annual comprehensive plan amendments. This Staff Report differs from the previous report starting at page 6, in regard to the Miscellaneous Map amendments. There is also a draft Comprehensive Plan map, and a draft Camas Zoning map attached as Exhibits A and B.

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Attachments

Exhibit A: Draft Comprehensive Map (ver. 12/5/14)

Exhibit B: Draft Camas Zoning Map (ver. 12/5/14)

2014 COMPREHENSIVE PLAN AMENDMENTS STAFF REPORT

TO: Mayor Higgins
City Council

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

DATE: December 5, 2014

HEARING DATE: December 15, 2014

This Staff Report will:

- Analyze the City's Comprehensive Plan housing and employment goals
- Analyze the issues set forth in CMC 18.51

I. COMPREHENSIVE PLAN AMENDMENT PROCESS

Each year in the months leading up to January, the City announces that proposed amendments to the Comprehensive Plan will be received for 30 days. The 2014 announcement was published in the Camas Post Record and ran weekly from October 22, 2013, through December 17, 2013.

There are several amendments to the City's comprehensive plan map and zoning map that are proposed for consideration, which are attached to this report, and discussed at Section III. The Planning Commission recommended approval on June 17, 2014, for amendments to the City's *Parks, Recreation, and Open Space Comprehensive Plan* (File #CPA14-03 "PROS" Plan), and on October 21, 2014, recommended approval of the Grass Valley plan (File #CPA14-02). Both applications are discussed in this report, and the supporting materials are included and indexed. City Council must consider the amendments concurrently so that the cumulative effect of the various proposals can be ascertained.

City Council's decision on the proposed amendments may include the following actions pursuant to **CMC§18.51.050 (B) (1-5)** in part,

- (1) *Approve as recommended;*
- (2) *Approve with additional conditions;*
- (3) *Modify, with or without the applicant's concurrence;*
- (4) *Deny; or*
- (5) *Remand.*

II. BACKGROUND / ANALYSIS

In July, the City began a two-year, cover-to-cover update to the Comprehensive Plan in accordance with the requirements of the Growth Management Act, RCW Chapter 36.70A (“GMA”). The Department of Commerce set June 2016 as the deadline for completion of the project. The plan in effect was enacted with Ordinance 2361 in 2004, and portions have been amended annually. The first phase of the overall update is to conduct a citywide visioning survey, and approve a new vision statement, which will guide the City for the second phase of the update.

In April 2014, the Office of Financial Management (OFM) estimated that between 2010 and 2014, Camas grew at a rate of 7.88% to 20,880. On January 21, 2014, the Board of Clark County Commissioners adopted the Office of Financial Management (OFM) medium population increase projection of 1.12% for the twenty year period ending in 2035, for a total county population of 562,207 (Res. 2014-01-09). The county allocated a portion of the population growth and job creation to each city and town. The City was allocated a total population of 34,410, and 12,503 new jobs by 2035. Although, not yet adopted, the City has been working closely with the County during this update process. The requirements as adopted from the Clark County Framework Plan (2007) are included in the Figure 1 (to the right).

Figure 1: 2007 Clark County Framework Plan

Population of 34,809 by 2024

Housing and jobs per acre were calculated with the following ratios:

- 2.59 Persons per household
- 6.0 dwelling unit per net developable acre
- 4.5 dwelling units per gross acre

The City must evaluate proposed comprehensive plan changes in order to provide a balance of residential and employment lands. The City must also carefully evaluate the amount of developable land for each use, after deducting for critical areas or other challenges. It has been noted in previous reports, that the adopted environmental regulations since the 2004 plan have decreased the amount of developable land in the City. The following analysis will provide findings of compliance with the Clark County’s population and employment allocations, and the GMA.

Residential lands

Residential construction activity has rebounded with 262 permits issued this year, from the low of 2008, when only 63 permits were issued. The City also approved a 297-lot single-family preliminary plat this year, and accepted applications for eight final plat applications, totaling 223 lots.

According to OFM, there are 7,493 housing units in the City as of April 2014. The County’s 2035 allocation of population would require the City to plan for **5,086*additional** housing units, based on the calculation of 2.66 persons per household†.

The 2012 TIF‡ Update Study forecasted that 4,510 additional dwelling units can be accommodated throughout the City. However, it was recently found that the units appropriated to the Green Mountain and adjoining area TAZ§ in 2013 was in error as it included 662 units, rather than the approximately 1,800 units anticipated (difference of 1,138 units). During the 2013 comprehensive plan update, the City converted 225.8 acres of employment land to residential land to allow for 1,354 additional housing units. As corrected, the City can accommodate a **total of 7,002 additional housing units within the 20 year planning horizon**. Given that the City must

* Calculation is as follows: (2014 Population – 2035 Projection) ÷ 2.66 persons per household

† The calculation of **2.66 persons per household** is consistent with the draft 2016 Clark County Comprehensive Plan.

‡ Transportation Impact Fee (TIF)

§ The Transportation Analysis Zone (TAZ) for the Green Mountain area is #490 within the study.

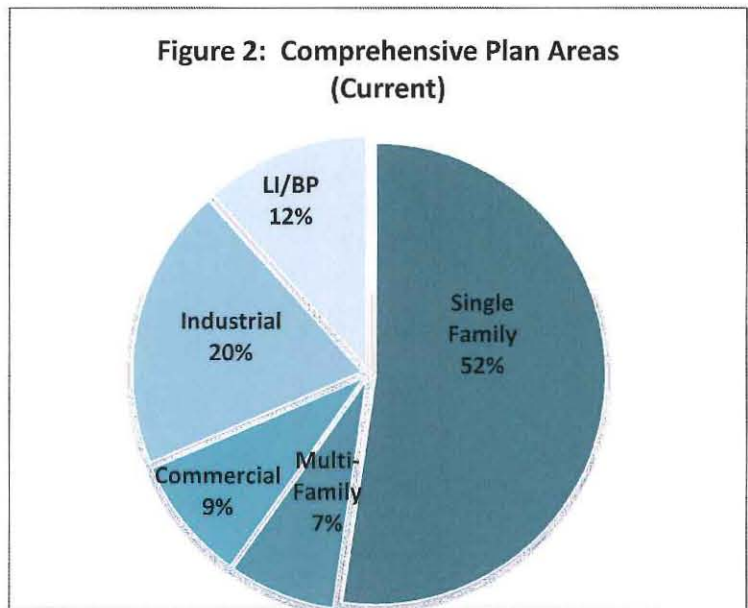
only accommodate 5,086 additional housing units, then the City exceeds the targeted allocation by 1,916 units (38%). With this said, and with any long-range planning effort, there are other factors that might hinder full development of residentially zoned land in the City, such as steep slopes, wetland areas, shoreline restrictions, or odd property configurations, which are impossible to know at this time without property-specific analysis. To minimize those constraints, there are several currently adopted regulations that can be utilized. The following regulations allow for flexible lot sizes and dimensions, to include: the Planned Residential Development code (CMC Chapter 18.23); Accessory Dwelling Units code (CMC Chapter 18.27); Mixed Use codes (CMC Chapters 18.22 and 18.24); and Flexible Development codes (CMC Chapter 18.26).

The economic analysis, Market Assessment of West Camas Comprehensive Plan Amendment and Rezone Request (August 19, 2014), that was submitted with the Grass Valley proposal (CPA14-02) describes the future hope to convert 60 acres of employment land to residential uses. At page 2 of the narrative (October 6, 2014), it stated that more high-density housing would be justified, "if the economic analysis demonstrated a surplus of jobs creating land under the new zoning". The application proposes to amend 152.88 acres of LI/BP lands to a combination of Industrial and Commercial designations, and did not include information to support conversion of any portion of the property to residential use. Staff concurs that conversion of additional residential lands could be supported if there was a demonstration that there was a deficit in buildable residential land, and a surplus of employment land. However, there is a surplus of residential land as demonstrated by the city's calculations.

Findings: The City can accommodate the population target of 34,410 as adopted by Clark County Commissioners for the anticipated 2035 population, and exceeds that target by 5,095 (15%). There is no need to increase residential land area.

Employment lands

The City has approximately 2,854 acres designated for employment (combined commercial and industrial lands), or 41% of the overall acreage. The county estimates that there is 1,279 gross acres of vacant and underutilized employment land, with a potential for creating 12,157 additional jobs. The available land is consistent with Clark County's 2016 comprehensive plan forecast to provide 12,503 new jobs in Camas by 2035.



The City is progressing to meet those goals. As with residential construction, there has been significant growth within the employment sector this year. Fisher Investment's construction of a second building is nearing completion, and the company will likely employ 1,000 employees when fully staffed. In the downtown, Fuel Medical redeveloped the Westlie Ford building on Birch Street, and will employ approximately 40 people. Within the North Dwyer Creek area, the Dwyer Creek Business Park building of 87,000 square feet was approved, and set to begin construction this fall.

Just north of that site, a 42,000 square foot building for Alpha-Tec Systems will begin in the spring, which should employ 50 people.

The economic analysis submitted with CPA14-02 provided information to consider in regard to the best location for additional commercial lands, particularly those commercial lands that are targeted for retail development. The analysis focused on the feasibility of retail development in the western portion of the city, in particular within the 650 acre area identified as Grass Valley. The analysis (page 9) indicated that close proximity of the 192nd Avenue commercial corridor (Vancouver) hinders the ability of the west side area of Camas to capture much of the \$517.8 million of sales tax leakage. On page 10, it listed the top categories for sales leakage, which included vehicle sales, electronics, and appliances. The analysis opined that the most feasible market opportunities for the City, would be to focus on specialty food stores, health & personal care, restaurants, and unique independent businesses.

The Finance Director, Cathy Huber Nickerson, stated that the city's credit rating would be higher according to Standard & Poor's if there was more retail tax revenue. Due to the competition from 192nd Avenue, the report stated that this limits retail development within the Grass Valley area. Future planning division work plans should include studying other commercial or residential areas of the city, where competition from 192nd Avenue is not such an influencing factor.

Findings: There is adequate land designated for employment uses to meet the projected need for jobs in 2035, however the city should study viable locations for more retail development to capture the tax revenue.

III. SUMMARY OF APPLICATIONS

A. City of Camas Parks, Recreation, and Open Space Plan (CPA14-03): Since adoption of the 2007 Plan, the Parks and Recreation Department has completed or pursued several plan recommendations and has successfully leveraged the Parks, Recreation, and Open Space Plan (PROS) to bring in needed grant funding for park system development. During the same time, the City of Camas has experienced change in several ways, notably the expansion of the city north of Lacamas Lake and several recent areas of new or planned development. An update was not only mandated by state law, but necessary to address the expanded areas of the city.

This PROS Plan update included the following changes from the 2007 plan:

- Provides an update of the city's existing parks, open spaces, recreational facilities and trails;
- Describes changes in public perceptions, needs and interests related to the park and recreation system;
- Addresses changes and needs in new growth areas and developing areas of the city;
- Recommends new projects and implementation strategies to guide development of the system; and
- Addresses state-wide requirements and renew the City's eligibility for grant funding.

On March 26, 2014, the City of Camas Parks and Recreation Commission approved the Draft PROS Plan. Then on June 17, 2014, the Planning Commission held a public hearing, deliberated, and recommended approval. Adoption of the PROS Plan update will provide necessary guidance for the parks and recreation system. The plan does not propose specific amendments to the Parks, Recreation, Open Space & Trails Element of the Comprehensive Plan at this time. However, amendments to this Element should be based on the 2014 PROS Plan update

Findings: The PROS Plan update will provide necessary guidance for the parks and recreation system and is mandated by state law.

B. Grass Valley (CPA14-02): The applicants Sharp Electronics, MacDonald & Mackay; David Lugliani (APC Sunrise Summit); and Fisher Investments, propose an amendment to the City's comprehensive plan and zoning maps. The subject properties are located generally north of NW 18th, south of NW Leadbetter Drive, west of NW Parker Street and east of the City limits (*east of Vancouver's 192nd Avenue*). The application included 650.61 acres, however only 167.94 acres are proposed to be amended (Refer to Table 2 and Figure 3 of this report). In brief, the proposed amendments would decrease the City's amount of LI/BP properties, and increase commercial properties. The main purpose of the amendments is for smaller minimum parcel sizes and decreased building setbacks than allowed by LI/BP development standards.

The application included a narrative, an economic analysis (August 2014), and four maps of the existing and proposed comprehensive plan amendments and zoning. The proposed amendments would change 92.14 acres of LI/BP lands to Industrial, with an associated zoning of Business Park (BP); and 60.74 acres of LI/BP to Commercial, with an associated zoning of Regional Commercial (RC). The application also requests a zone change of 22.38 acres from Community Commercial to Regional Commercial.

The application was titled, "Grass Valley Master Plan", however it does not provide specifics essential to a master plan document for the 650.61 acres included in the application. For example, a master plan should explain how a site, or series of sites, will be developed, describing and illustrating the proposed developments relating to one another, and to the City. It should show how that form will achieve the intended vision for the place, and how a distinct and appropriate character will be created. Important aspects for consideration include a thorough assessment of the area, its environmental constraints, and strategies to focus on the strengths of the site, geographic location, and surrounding developments. The plan should include proposed lots sizes, densities, pedestrian and vehicular circulation, and provisions for other services, such as parks or trails. The master plan should provide design details that clearly show how the current design regulations are insufficient, in order to execute the proposal. For those reasons, the following analysis focuses on the 167.94 acres that are proposed to be amended, and not the parcels that remain unchanged.

As noted in Section II of this report, the city's Finance Director reported the need for the city to capture more of the region's retail sales tax income. **The proposed amendments to increase commercial designated lands by 60.74 acres are consistent with that goal.** The zone change request for 22.38 acres, from CC zone to RC will allow for 11 additional land uses than under CC zoning, which include (in part) a convention center, animal kennels, parcel freight depots, and truck terminals. Both the CC and RC development standards do not have lot size limits, building heights limits, and do not require setbacks. The attached Figure 3 provides the zoning districts adjacent to the proposed amendment areas for comparison.

The parcels that are proposed to be amended from LI/BP to Industrial with associated BP zoning are located on the Sharp property. In general, there are single-family designated properties to the south, industrial properties to the east, and commercial properties to the north. The residential developments to the south of the Sharp properties could be the most affected by the amendments given the difference between development standards and uses. The front setbacks of 200-feet are currently required of those properties if they develop under the LI/BP standards. The land uses allowed within both the LI/BP and zones differ as well. Most retail/commercial uses are considered assessorly in LI/BP zones, and are allowed outright in the BP zone. The application did not include a list of uses for the properties, the layout of potential structures, setbacks from property limits, or other details that might better inform the city of any potential conflicts.

The application included an economic analysis, "Market Assessment of West Camas Comprehensive Plan Amendment and Rezone Request" (August 2014). The focus of the analysis was "to examine if there is excess supply or shortage of employment land given "likely" long term market demand in the area; if there is an excess supply then determine what other supporting use would complement economic development efforts" (August 2014, page 1). Namely, the report was intended to demonstrate the need for amending 60 acres to Light Industrial zoning, which would allow residential uses. The applicant revised the proposal and does not include a proposal for any of the properties to be amended to LI zoning. For this reason, the acreages provided throughout the report differ from the current proposal under review. Also, starting on page 14, there is discussion regarding net developable acreage of the subject properties that deducts critical areas. The application did not include a critical area report or map to support those statements. On page 18, the analysis also calculated potential jobs using factors that differ from the county's vacant buildable lands model. For these reasons, it is not possible to evaluate whether or not the Grass Valley amendments will generate more jobs than under the current comprehensive plan and zoning. Regardless of the discrepancies in the economic analysis, the City has expressed the need for more retail development, and amending the properties to the associated zoning of RC and BP, could contribute to that goal given the development standards of those districts.

Findings: Increasing the available commercial land for office or retail development is consistent with city needs.

C. Miscellaneous Map Amendments:

1. Light Industrial Property at Parcel # 76660-000 (Paltullo)

On November 6, 2014, Staff met with James Paltullo, the property owner of the mixed residential** parcel (#76660-000) along Dallas Street (SR-500), which is zoned Light Industrial. The Light Industrial code amendments as proposed with file #CMC14-03, to prohibit residential uses in the zone would change the conforming use of his property to non-conforming if approved. Mr. Paltullo is concerned that his office and residential use would be subject to building restrictions as a non-conforming use. He shared that in the future, he would like to build a boat repair shop on the undeveloped portion of his property. As a potential remedy, Staff discussed with Mr. Paltullo that the properties adjacent to the north are designated Commercial, and zoned DC. In review of the allowed uses in the DC zone, both his current use and future plan for a boat repair shop would be outright permitted. For these reasons, he would support a potential comprehensive plan map amendment to his properties, to a "Commercial" designation, with the associated zone change to DC. Staff would also support this minor map amendment as it would enlarge the DC zone to occur on both sides of a major street, and eliminate the zoning anomaly in this area of town.

2. Parcel # 124817-382 (Lot 61 of Lakeridge Subdivision): This property was the subject of a civil regulatory order and subsequent purchase agreement of a portion of city property. As a result of these actions, a portion of the property is still designated as "Park". That portion of the property must be amended consistent with the subdivision, to "Single-family Medium" with an associated zoning of "Residential-10,000". Park zoning can only be applied to publicly-owned property.

** The current use is considered a "Residence accessory to and connected with a business" per CMC§18.07.030 Table 1.

3. Minor map amendments

As noted during the public hearing before Council on December 1, 2014, there are a few parcels within the defined Grass Valley area, which are not included with their proposal. These LI/BP properties would be surrounded by industrially or commercially zoned land. Staff recommends that these properties be amended consistent with the adjacent zoned properties.

The properties were identified as:

a.) City of Camas right-of-way: The right-of-way, which is also known as Van Vleet (future roadway) is designated as LI/BP, and will be surrounded by lands designated as Commercial upon adoption of the amendments. Staff supports amending the designation and zoning of this portion of city property to match that of the surrounding properties.

b.) Parcel #126242-000: The subject parcel is located south of NW 38th Avenue, and is designated as LI/BP land. Staff sent a letter to the property owner in accordance with the Optional Public Notice process per CMC§18.55.170(E) prior to the public hearing on December 1, 2014. Staff did not receive a response at the writing of this report. Staff recommends that the LI/BP property be amended consistent with the proposed designation of surrounding properties, which will be Commercial.

c.) Parcel #125652-000: The subject property is located south of NW Pacific Rim Blvd, and surrounded by Sharp Industries. Clark Public Utilities (PUD) owns this property, and it is designated as LI/BP land. Clark PUD was contacted regarding the potential changes in accordance with the Optional Public Notice process per CMC§18.55.170(E). Staff has not received a response at the writing of this report. Staff recommends that the LI/BP property be amended consistent with the proposed designation of surrounding properties, which will be Industrial.

4. Labeling: Provide a label for the Van Vleet right-of way, to read "Van Vleet (future)".

5. Legend on the Camas Zoning Map. The legend on the zoning map incorrectly lists BP zoning under the Light Industrial/Business Park comprehensive plan designation, instead of the Industrial designation.

Findings: Staff finds that the miscellaneous map amendments, enumerated one through five, are minor in nature, and are consistent with the comprehensive plan.

IV. CRITERIA OF APPROVAL CMC§ 18.51.010 - COMPREHENSIVE PLAN AMENDMENTS

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

Findings: Council must consider amending the Parks, Recreation, and Open Space Comprehensive Plan (PROS), the Grass Valley Plan, and other miscellaneous amendments. Staff has provided details of the proposed amendments in Section III of this report.

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

Findings: The comprehensive plan amendments will affect the entire city. Staff has provided details of the proposed amendments in Section III of this report. Briefly, the PROS plan provides guidance for all land within the City of Camas and the Urban Growth Boundary, yet does not directly impact any specific property. The Grass Valley plan is generally west of the intersection of NW Parker Street and NW 38th.

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

Findings: The Grass Valley application considers the development standards of the LI/BP designation too restrictive and requests that the properties be amended to commercial and industrial zones. Although, not proposed with this application, the applicant has noted within both narratives and within the economic analysis, a desire for a mix of residential development within the master plan area. For clarity, no residential areas have been included on the proposed maps.

However, mixed use zoning is consistent with the adopted 2004 Comprehensive Plan, land use policies LU-12 through LU-15 and Strategy LU-11. Staff recommends that mixed use development standards be considered as part of a future Work Program, which could be applied to commercially designated properties.

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

Findings: The proposed comprehensive plan map amendments will not reduce the amount of employment land in the City, and will therefore continue to support the goal of job creation.

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;*

Findings: The amendments at Section III as discussed in this report would require changing the city's parks plan. Adoption of the PROS Plan update will provide necessary guidance for the parks and recreation system.

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;*

Findings: The amendments at Section III as discussed in this report would not require changing the City's capital facilities.

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*

Findings: The amendments as discussed in this report would replace the PROS current plan with the plan contained in file #CPA14-03, and modify the city's maps. New parks and recreation facilities would be required to meet adopted zoning standards at the time of development review.

Additionally, the Community Development Department Staff recommended that the development standards of the LI/BP zone be reviewed as part of a future Work Program, in light of the combined requests over the past two years of converting LI/BP areas to other designations.

H. *The application shall include an environmental checklist in accordance with the State Environment Policy Act (SEPA).*

Findings: Both the PROS Plan and the Grass Valley Plan included SEPA checklists.

V. PUBLIC COMMENT

On November 6, 2014, James Paltullo, the property owner of the mixed residential^{††} parcel (#76660-000) along Dallas Street (SR-500), which is zoned Light Industrial. Mr. Paltullo's comments are provided in Section III of this report.

VI. CONCLUSIONS

1. As noted in Section II of this report, the City has designated adequate land area to meet the projected employment and housing needs over a twenty year planning horizon.
2. As discussed in Section III of this report, the consolidated amendments are generally consistent with the goals of the comprehensive plan.
3. As discussed in Section IV of this report, the consolidated amendments sufficiently meet the criteria for approval of CMC§18.51.010 Comprehensive Plan Amendments. Table 1 (below) encapsulates the proposed amendments to designated land areas.

Table 1 –Summary of 2014 Comprehensive Plan Acreage (proposed)

Comprehensive Plan Designations	Current Acres*	Proposed Amendments	Final Acres
Single Family Residential			
· Low Density	641.2	0	641.2
· Medium Density	2,965.28	0	2965.28
· High Density	104.69	0	104.69
Multi-Family			
· Low Density	260.47	0	260.47
· High Density	269.54	0	269.54
Commercial	623.12	79.39	702.51
Industrial			
· Business Park	425.76	80.76	506.52
· Light Industrial	35	-0.27	34.73
· Heavy Industrial	943	0	943
Light Industrial/Business Park	827.27	-159.88	667.39
Park	612.37	0	612.37
Total acreage*:	7,707.70		7707.70

Note: Includes CPA14-02 and Miscellaneous

^{††} The current use is considered a "Residence accessory to and connected with a business" per CMC§18.07.030 Table 1.

VII. RECOMMENDATIONS

That Council conducts a public hearing, accepts testimony, deliberates, repeals the prior approved decision, and renders a new decision as follows:

1. To accept the findings and conclusions of the Staff Report (dated December 5, 2014) to include:
 - CPA14-02 (Grass Valley Plan)
 - CPA14-03 (Parks, Recreation, and Open Space Comprehensive Plan)
 - Miscellaneous map amendments as detailed in the Staff Report, Section III, C.
2. To adopt the Comprehensive Plan Map (Exhibit A) and Zoning Map (Exhibit B) that include the consolidated amendments.

Direct the City Attorney to prepare an ordinance for adoption.

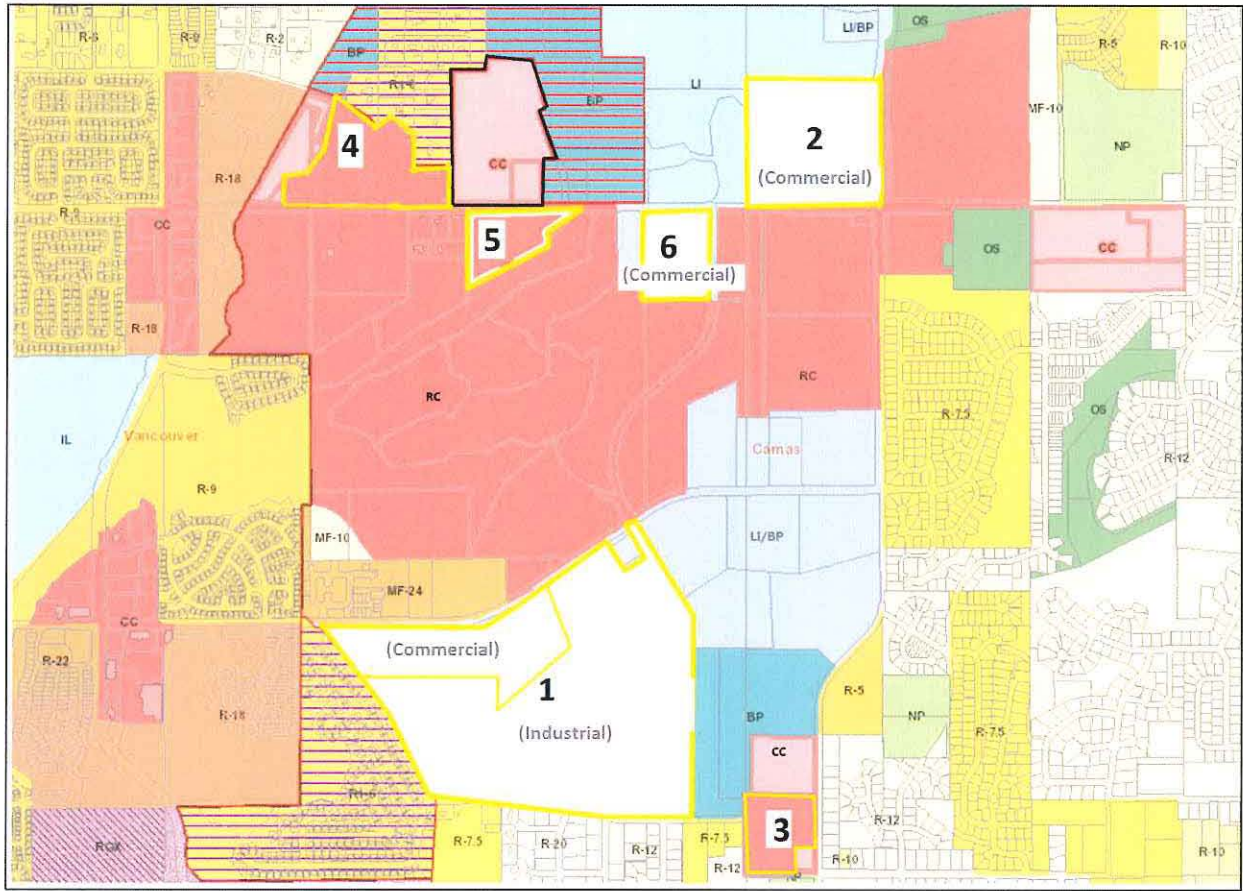
Further, that the 2015 Community Development Work Program include the following:

1. Amendments to the development standards of the LI/BP zone, CMC Chapter 18.21 and density and dimension standards for the LI/BP zone at CMC Chapter 18.09.
2. Development of a mixed use development standard, which could be applied to commercially designated properties.

Table 2: Properties proposed for comprehensive plan and zoning amendments

	Acres	Parcels	Current Comp Plan	Proposed Comp Plan	Proposed Zone
(CPA14-02) Grass Valley					
(1) Sharp Laboratories	29.39	986033-962	LI/BP	IND	BP
	20.77	125651-000	LI/BP	IND	BP
	9.59	125661-000	LI/BP	IND	BP
	20	986033-959	LI/BP	IND	BP
	27.32	986033-960	LI/BP	COM	RC
	12.39	986033-961	LI/BP	COM	RC
(2) Mackay & MacDonald	23.87	125188-000	LI/BP	COM	RC
(6) MacDonald Douglas	1.12	125189-000 (western portion)	LI/BP	COM	RC
(3) John Mackay	4.25	127367-000	COM	COM	RC
(3) Mackay Family	2.5	127372-000	COM	COM	RC
(4) APC Sunrise Summit	7.61	177480002, 177451010, 177451005, 177451000, 177437010, 177437015,	COM	COM	RC
(5) Fisher	8.02	126245-000	COM	COM	RC
(6) WA KSF, LLC (a.k.a. Fisher)	9.55	125192-000	LI/BP	COM	RC
Miscellaneous Amendments					
Clark PUD	1.01	125652-000	LI/BP	IND	BP
Mr. Paltullo	0.27	76660-000	IND	COM	DC
Mr. Tran	3.76	126242-000	LI/BP	COM	RC
City of Camas - R.O.W	1.11	no parcel number	LI/BP	COM	RC
Lot 61 of Lakeridge	0.0064	125651-000	Park	SFM	R-10

Figure 3- Proposed Grass Valley Amendment Areas with Adjacent Zoning



The numbers on the map correspond to parcel owners listed on Table 2 of this report. The map provides the zoning districts of properties surrounding the proposed amendments. The white numbered parcels are shown with the *proposed* comprehensive plan designation in brackets. The other numbered parcels are shown with the proposed zoning designation change, as the underlying comprehensive plan designation does not change. The drawing of amendment areas is approximate.

Zoning

Residential Commercial

- R-20
- R-15
- R-12
- R-10
- R-7.5
- R-6
- R-5

Multi Family

- MF-10
- MF-18
- MF-24

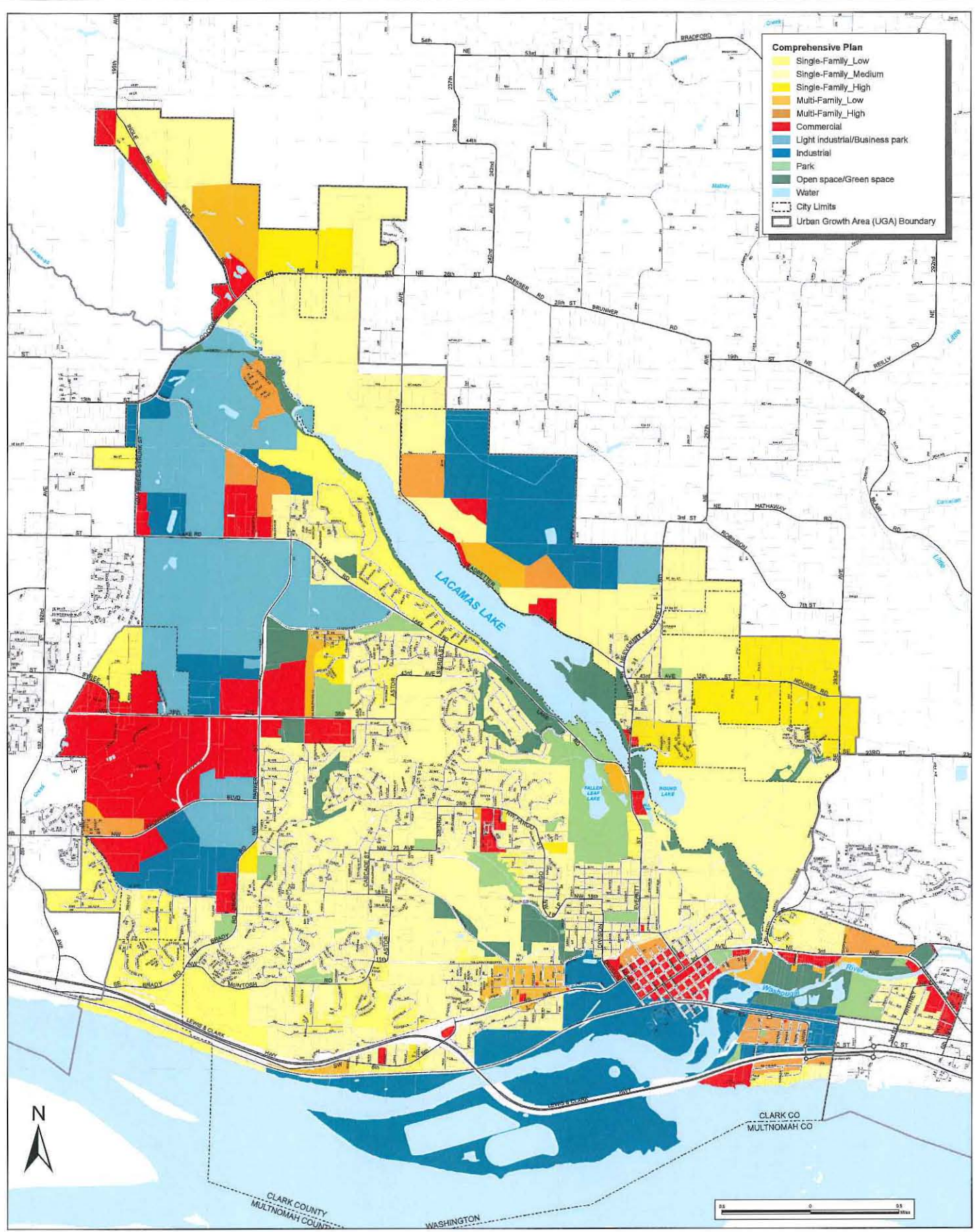
Light Industrial / Business Park

- LI/BP

Parks & Open Space

- NP
- SU
- OS

- RC
- CC
- NC
- DC
- MX
- HI
- LI
- BP

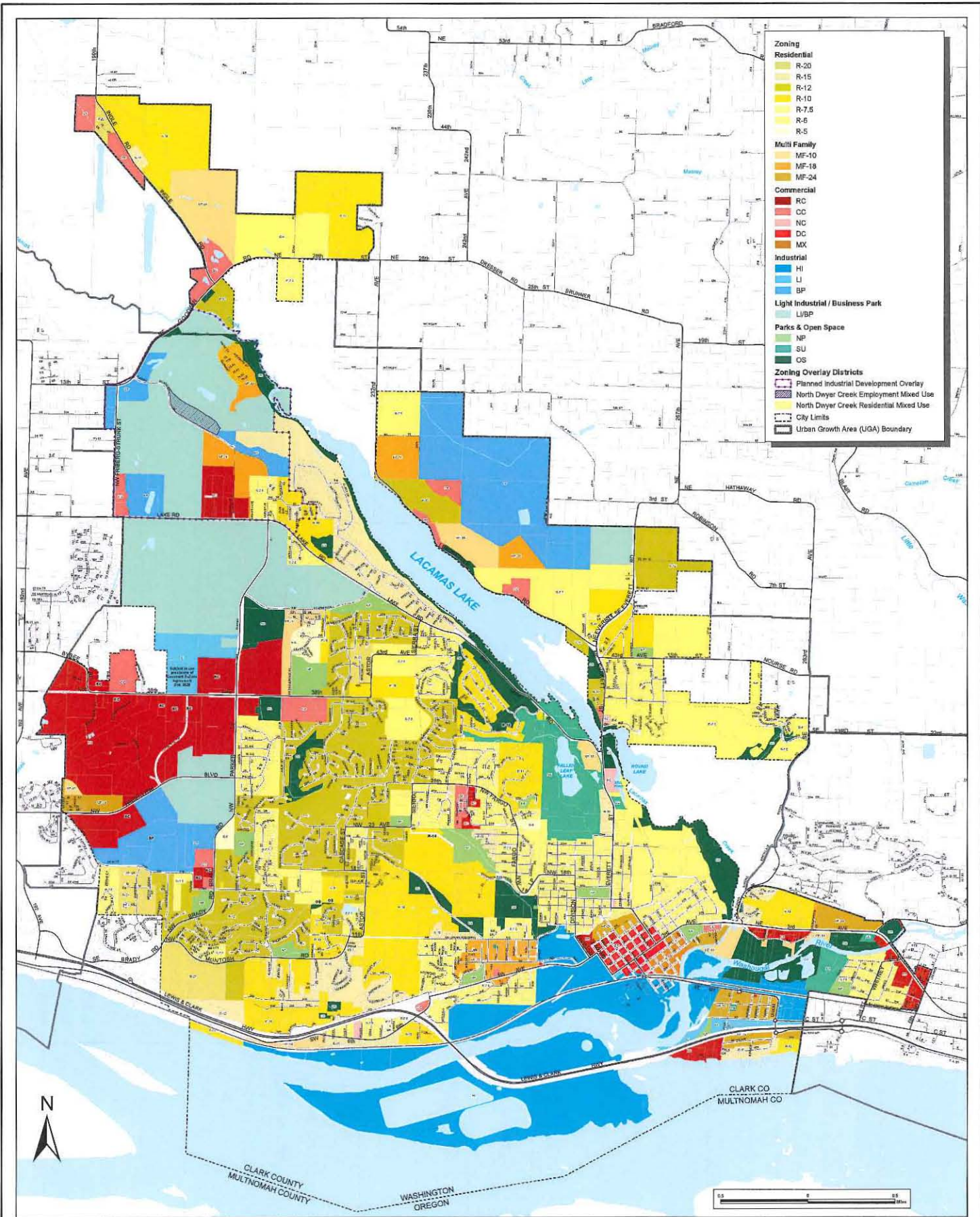


CITY OF CAMAS
DRAFT COMPREHENSIVE PLAN AMENDMENTS
 Ordinance # ____ (Adopted December __, 2014)



Note: Information on this map was collected from several sources. The City of Camas expressly disclaims liability for any inaccuracies that may be present. Users of this information should themselves check any details for accuracies.





CITY OF CAMAS DRAFT ZONING AMENDMENTS

Ordinance # ____ (Adopted December __, 2014)

Note: Information on this map was collected from several sources. The City of Camas expressly disclaims liability for any inaccuracies that may be present. Users of this information should themselves check any details for accuracy.



NARRATIVE FOR ANNUAL REVIEW

Introduction

The Applicants are the owners of a great majority of the land located between Parker Street to the east, Payne Road/18th/16th to the south, Fisher swale to the west and Wafertech/ the Camas Urban Growth Boundary to the North; all in the City of Camas. The Applicants are comprised of four major ownership groups: Sharp Electronics; the Mackay and MacDonald families; David Lugliani; and Fisher Investments. Pursuant to CMC 18.51.020, the Applicants' representative met with the Planning Director on December 18th, 2013 to discuss a conceptual master planning exercise of the area that would likely include some amendments of the City's Comprehensive Plan and zoning designations for some of the property in this area from LIBP/LIBP to either: Industrial (I)/Light Industrial (LI); Industrial (I)/Business Park (BP); or Regional Commercial (RC)/Regional Commercial (RC). The accompanying conceptual plan depicts proposed zoning. All LI and BP zoning, by regulatory necessity, would have a Comprehensive Plan designation of Industrial and the Regional Commercial zoning would have a Regional Commercial Comprehensive Plan designation. The Applicants have not yet received any pre app notes back from the City.

CMC 18.51.010 provides the issues and criteria needed to be addressed in a formal Comprehensive Plan amendment application. This narrative addresses the land use and regulatory history of the area, current trends, the Applicants' goals for the area and desired benefits to the community. The narrative also discussed various technical tools such as market and economic analysis that will likely be performed to help determine the best way to maximize

the benefits to the Community and to the stakeholders for the development of the remainder of Grass Valley. This narrative also addresses the criteria identified in CMC 18.51.010.

Discussion

A. What is proposed and why

Twenty plus years ago, the City of Camas embarked on an aggressive vision for the Grass Valley area that focused upon attracting large high tech manufacturers to large campus like settings. The City did a wonderful job of implementing that vision; and because of that, today some large high tech employers are located in this area of Grass Valley. That vision was implemented over the course of many years. However, much of the area's remaining land has become severely constrained by increased wetland regulations or has steep slopes. Because of these constraints, there are few, if any, locations within this area that could site a new large high tech manufacturer.

In addition to the regulatory impacts on the remaining portions of Grass Valley, the market place for large scale high tech manufacturers has changed. Over the last several years, the City has recognized this dynamic and amended its Comprehensive Plan to eliminate LIBP zoning on some Grass Valley parcels and replaced that zoning with LI, BP or RC zoning.

The Applicants have all worked with the City in the past on many of these issues. Over the last year, a variety of discussions have occurred between the individual Applicants and the City with respect to their individual properties. Recently, the Applicants discovered that each of them was discussing similar issues with the City.

With the goal of achieving the most efficient use of the land in Grass Valley and considering factors such as likely employment opportunities for the area, existing land uses, market need, probable absorption rates in the area for certain types of uses, e.g. office, retail etc., critical area and topographic constraints and maximization of tax base, the Applicants began meeting to discuss whether a better outcome could be achieved for the Community and for the stakeholders if consideration of these issues occurred in the broader context of a conceptual master plan for this area as opposed to on a parcel by parcel or land holder by landholder basis. The Applicants have also discussed this concept with City (including at the City Council's annual retreat) and have been encouraged to try and avoid a piece meal process, but instead to work with the City on a more integrated plan for the area.

Recognizing that the business world, the regulatory world and the availability of unconstrained lands in Grass Valley have all changed over the last twenty years; it is the goal of the four major landholders in the Grass Valley area, to partner with the City to create a new vision for this area for the next ten to fifteen years.

That vision is currently in its infancy, but will be brought to life through the technical analysis of elements such as: the existing market place and future market trends; the economy; the area's wetlands; the area's slopes; the amount of developable land; the size and proximity of the parcels that the developable areas are comprised of; and, the area's current and potential future zoning. Functional integration between uses and properties, and the look and feel that such changes would create for Camas should also be part of the discussion. With the filing of the Annual Review application, that process of analysis will begin in earnest. The vision will also come to

fruition through discussions with City Staff and public participation and vetting of this vision through workshops and public hearings before the City's Planning Commission and Council.

B. Anticipated impacts/issues

The geographic area of the proposed Comprehensive Plan changes is depicted on the conceptual master plan that is part of this application. The area is generally bounded on the north by Wafer Tech, Parker Street on the east, the Fisher Swale on the west and the southern border of Sharp's property to the south. The City's adoption of the proposed Comprehensive Plan changes identified above and the zoning identified on the conceptual plan should impact the City in a variety of positive ways.

First, the changes should accelerate job growth by making the properties more marketable through the allowance of a broader range of uses and increasing the quantity of land available for economic development through the elimination of the extremely large setbacks provided for in the LIBP zone. Second, the ability to analyze and determine the quantity and type of zoning necessary to maximize the economic benefits to the City is another positive impact.

Additionally, the ability to plan what is today essentially a blank canvas, or at least one with a lot of yet to painted area, presents a rare opportunity for a local jurisdiction. The ability to "fit the pieces together" in an integrated or harmonized fashion is virtually impossible to do after development has occurred. Such redevelopment and re-orientation typically takes decades to

achieve; and even then, only occurs after existing development fails or runs its course. The most significant issues presented by the Applicants' proposal relate to the relative locations and quantity of the various uses allowed by the proposed zoning.

Finally, depending upon where the City Council ultimately determines to apply zoning and comprehensive plan designations different from what exist today, the Applicants will boundary line adjust parcel lines to match the zoning applied by the City Council.

C. Why change the existing Plan

As noted above, the original vision for the area created over twenty years ago was implemented through LIPB zoning for the area as a whole. That vision was a good one at the time, but many things are different today. First, much of the best land has been consumed. Much of what remains is constrained by slopes and wetlands. Additionally, the market place and the economy have changed. In order to continue producing jobs and tax base from the remaining land in Grass Valley, a broader range of uses on smaller parcels needs to occur. Extensive economic analysis of the area will occur as part of this Annual Review process. That analysis will identify the area's best potential for specific use types to determine what uses today and over the next 10-15 years will best accomplish the goals of the Comprehensive Plan.

D. Goals of GMA

There are thirteen primary goals of GMA:

(1) Urban growth. Encourage development in urban areas where adequate public facilities

and services exist or can be provided in an efficient manner.

(2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

(3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

(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.

(5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

(6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

(7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

(8) Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.

(9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

(10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

(11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

(12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

(13) Historic preservation. Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.

These goals (by legislative design) are competing in many respects, i.e., preservation of property rights and protection of critical areas. Local jurisdictions are given broad discretion on how to balance these goals and how to achieve them. Fundamentally, the goals of GMA seek to reduce sprawl and minimize impacts on natural resource lands and critical areas. Density is the overriding lynch pin of the GMA.

In this case, the proposed changes to the Comprehensive Plan further most, if not all of the Act's stated goals. Because of the positive economic impacts created by the Applicants' proposal, goal

five is furthered. Allowing more dense use of the land through reduced setbacks and parcel sizes in areas that have adequate urban services helps achieve goals one and two and twelve. These factors also further goal eight as the need to expand the UGA into natural resource lands is reduced.

Allowance for a small amount of multifamily housing will further goal four. This proposal will not adversely impact the City's ability to protect items of historical or archeological significance, (goal thirteen), or the environment (goal ten), nor impair timely permitting (goal seven), as this area is already slated for urban development; and prior to any development, full environmental review under SEPA and archeological review under state and local ordinances, as well as, adherence to the City's existing regulatory timelines will have to occur. Because this will be a collaborative process initiated by the Applicants and subject to public hearings and workshops before the Planning Commission and the City Council, goals six and eleven should be furthered.

E. The City's Water, Sewer, Storm water or Shorelines Plans

The proposed conceptual plan would likely not require any change to the City's Sewer, Water or Storm Water Capital Facilities Plans or the City's Shorelines Plan. This area has undergone major utility and transportation analysis upgrades in the recent past. The construction of some of those improvements is still ongoing.

F. Needed Capital Improvements

Similar to the lack of need to amend the City's major Capital Facilities planning documents, no additional capital improvements, not otherwise contemplated in the City's Capital Facilities

Plans, would likely be required if the Comprehensive Plan and zoning designations proposed by the Applicants is adopted. Depending upon the manner in which parcels are developed, frontage improvements and utility extensions would almost certainly be needed, as well as, as the normal on site infrastructure that occurs with every development project.

G. Other changes

Other than the express changes being requested by the Applicants through this Annual Review Process, no other amendments to the City's ordinances or regulations is contemplated.

H. State Environmental Policy Act

The full application submittal for the Annual Review process triggers analysis under the State Environmental Policy Act (SEPA). It is the goal of the Applicant's to have many of the probable significant adverse environmental impacts of full build-out, e.g. transportation, analyzed under SEPA as part of this Annual Review. The Applicants will provide the Responsible Official under SEPA with selected impact analysis in order for the lead agency to make its Threshold Determination.

CONCLUSION

Because the application process requires that you start somewhere, the Applicants have already spent considerable time preliminarily analyzing each of their respective properties and the area as whole. This preliminary analysis has included critical area and topographic analysis, engineering analysis, considering such factors as provision of utilities and transportation, and

market and economic trends in the area. Based upon that preliminary analysis, the Applicants have created a conceptual master plan depicting potential Comprehensive Plan and zoning designations for the area as a whole. It is anticipated that further analysis will lead to refinement of these designations, as well as, mechanisms to allow for the area to be functionally integrated. Adding small portions of the area to be developed as residential under the LI zoning designation will help achieve that integration by allowing people to live within this predominately employment related area, thereby reducing vehicle trips and trip lengths, fostering pedestrian circulation throughout the area, and providing additional support for desired commercial and retail businesses; the latter of which is key to creating additional sales tax revenue for the City. The Applicants, all long time partners with the City in the ongoing planning and development of Grass Valley, look forward to collaborating with the City to update and implement the Community's vision for this area.

SUPPLEMENTAL NARRATIVE FOR THE GRASS VALLEY ANNUAL REVIEW
October 6, 2014

On January 30th, 2014, the Applicants: Sharp, Fisher Creek Campus LLC, the MacKay family and David Lugliani applied to the City to take a comprehensive look at the future of the remaining undeveloped properties in the Grass Valley; a vast majority of which are owned by the Applicants. An extensive narrative describing that process and the reasons for it is contained within the original application narrative.

Prior to submitting its pre application package and its application, the Applicant's representative gave a presentation to the City Council at its annual planning retreat to discuss this concept. Based upon a variety of factors, including changes in the economy and market place for job creation; the environmental constraints on some of the property; and the existing limitations of the LIBP zone, the Council encouraged the Applicants to go forward with this process. One of the primary outcomes of the process would be to analyze the existing comprehensive plan and zoning designations of all of the properties owned by the Applicants and make changes where appropriate.

One of the lynch pins for this analysis is an economic and market study prepared by local economist Paul Dennis. In summary, the report finds that under the existing zoning, there is actually a small shortage of jobs producing land. This is primarily due to the large setbacks and other development standards provided for in the LIBP zone which encompasses much of the Applicants' land. However, if the zoning is changed from LIBP to either LI or BP, or another equally less restrictive zone like Regional Commercial (RC - the zone that replaced LIBP in order to site Fisher), then there is a surplus of job producing land over the 10-15 year planning horizon.

The Applicant has been working with Staff on these issues since the economic analysis was completed. After considering that analysis and looking at the various zoning options and what they provide; and particularly the similarity between the BP zone and the LI zones, Staff and the Applicants believe the most appropriate course of action is to withdraw the requests to zone some of the property Light Industrial LI and instead change the proposed LI zoned areas to RC.

The LI zone and the BP zone are very similar. The City indicates it has plans to combine the LI and BP zones into one zone at some point in the future. The RC zone is also very similar to the BP zone, but allows a slightly broader range of commercial uses. There are only a very small number of BP uses that are not allowed in RC. The proposed RC areas would front the intersections of Pacific Rim Blvd/ Payne Road, Parker Street/16th Avenue and along 38th Avenue.

At the Council Planning retreat in January, in the Applicant's Annual Review application and in a workshop with City Council, the idea of allowing some residential uses in conjunction with these changes to Grass Valley's zoning was discussed. Council indicated it would consider some residential uses if Council was convinced that such allowance would not impair the City's ability to attract jobs. The reason for the original proposal to change of the zoning to LI as opposed to BP or RC was that the City's LI zone allows residential development. The Applicants were not

advocating turning large chunks of LI zoned land into residential (nor would Staff, PC or Council likely have been supportive of such a request); but rather, to allow a maximum of approximately 60 acres to be used, if the economic analysis demonstrated a surplus of jobs creating land under the new zoning.

In working through this issue with Staff, it was decided that the best course would be to change the Comprehensive Plan and Zoning designations as described above (converting the LIBP to either BP or RC) and then to work on developing a mixed use overlay zone (or some other similar mechanism) to address the potential for some limited multi-family residential in the Grass Valley area that would help support the proposed retail, shorten commuter trip lengths to Grass Valley employers, and to provide a more varied housing stock in the Grass Valley area.

Attached to this supplemental narrative are revised comprehensive plan maps showing existing and proposed comprehensive plan designations and revised zoning maps showing existing and proposed zoning designations. Also attached is a revised ownership/parcel table identifying the currently proposed changes for each parcel.

The Applicants look forward to discussing these requests with Staff, PC and Council in the upcoming hearings and workshops to create an environment that will foster job creation and a vibrant mix of uses.

Grass Valley Property Owners - Updated October 2014

OWNER	PARCEL	ACRES	ADDRESS	EXISTING COMP PLAN	EXISTING ZONING	PROPOSED COMP PLAN	PROPOSED ZONING
Sharp Laboratories of America 5700 NW Pacific Rim Blvd. Camas, WA. 98607	125651-000	20.77	5700 NW PACIFIC RIM BLVD, CAMAS.	LI/BP	LI/BP	IND	BP
	125661-000	9.59	N/A	LI/BP	LI/BP	IND	BP
	986033-962	29.39	N/A	LI/BP	LI/BP	IND	BP
	986033-961	12.39	N/A	LI/BP	LI/BP	IND	BP
	986033-960	27.32	N/A	LI/BP	LI/BP	COM	RC
	986033-959	20.00	N/A	LI/BP	LI/BP	IND	BP
John G. Mackay 4041 NW Sierra Dr., Camas, WA. 98607	127367-000	4.25	4345 NW 16TH AVE, CAMAS, 98607	COM	CC	COM	RC
Mackay Family Properties LLC 4041 NW Sierra Dr., Camas, WA. 98607	127372-000	2.5	N/A	COM	CC	COM	RC
DGM Remainder Trust, MacDonald Living Trust 4041 NW Sierra Dr., Camas, WA. 98607	177674-000	21.66	N/A	LI/BP	LI/BP	NO CHANGE	NO CHANGE
Mackay & MacDonald Properties 4041 NW Sierra Dr., Camas, WA. 98607 and Douglas MacDonald	125623-000	9.37	4511 NW 18TH AVE, CAMAS, 98607	IND	BP	NO CHANGE	NO CHANGE
	125193-000	6.76	N/A	IND	BP	NO CHANGE	NO CHANGE
	125185-000	12.06	N/A	IND	BP	NO CHANGE	NO CHANGE
	125188-000	23.87		LIBP	LIBP	COM	RC



OWNER	PARCEL	ACRES	ADDRESS	EXISTING COMP PLAN	EXISTING ZONING	PROPOSED COMP PLAN	PROPOSED ZONING
6925 Sunnyside Blvd. Marysville, WA. 98270							
Mackay & MacDonald Properties 4041 NW Sierra Dr., Camas, WA. 98607 and Douglas MacDonald 6925 Sunnyside Blvd. Marysville, WA. 98270	126040-000	4.08	N/A	MFH	MF-24	NO CHANGE	NO CHANGE
	125599-000	7.42	20312 SE 40TH ST, CAMAS, 98607	COM	RC	NO CHANGE	NO CHANGE
	125187-000	24.73	N/A	COM	RC	NO CHANGE	NO CHANGE
	125194-000	3.95	N/A	COM	RC	NO CHANGE	NO CHANGE
	986028-432	19.96	N/A	COM	RC	NO CHANGE	NO CHANGE
	986028-433	19.56	N/A	COM	RC	NO CHANGE	NO CHANGE
	125184-000	.45	N/A	COM	RC	NO CHANGE	NO CHANGE
	125196-000	3.44	N/A	COM	RC	NO CHANGE	NO CHANGE
	125189-000*	5.42	N/A	COM	RC	NO CHANGE	NO CHANGE
	125195-000	21.6	N/A	IND	LI	NO CHANGE	NO CHANGE
986028-435	21.89	N/A	IND	LI	NO CHANGE	NO CHANGE	
986028-434	16.46	N/A	IND	LI	NO CHANGE	NO CHANGE	
177461-000	23.58	N/A	LI/BP	LI/BP	NO CHANGE	NO CHANGE	
<u>LUGLIANI'S</u>							
Matthew & David Lugliani Trustees 16420 SE McGillivray Blvd. Suite 103-197, Van. WA, 98683	177489-000	.88	N/A	COM	RC	NO CHANGE	NO CHANGE
	177439-000	3.8	N/A	COM	RC	NO CHANGE	NO CHANGE
APC Sunrise Summit 16420 SE McGillivray Blvd. Suite 103-197, Van. WA, 98683	177472-000	1.51	19913 SE BYBEE RD, CAMAS, 98607	COM	RC	NO CHANGE	NO CHANGE
	177472-005	1.46	19825 SE BYBEE RD, CAMAS, 98607	COM	RC	NO CHANGE	NO CHANGE
	177480-002	1.1	1709 SE 199TH AVE, CAMAS, 98607	COM	CC	NO CHANGE	RC
	177451-010	1.29	1805 SE BYBEE RD, CAMAS, 98607	COM	CC	NO CHANGE	RC
	177451-005	1.29	1819 SE BYBEE RD, CAMAS, 98607	COM	CC	NO CHANGE	RC
	177451-000	1.22	1911 SE BYBEE RD, CAMAS, 98607	COM	CC	NO CHANGE	RC
	177437-015	1.32	1910 SE 202ND AVE, CAMAS, 98607	COM	CC	NO CHANGE	RC
	177437-010	1.39	1820 SE 202ND AVE, CAMAS, 98607	COM	CC	NO CHANGE	RC

OWNER	PARCEL	ACRES	ADDRESS	EXISTING COMP PLAN	EXISTING ZONING	PROPOSED COMP PLAN	PROPOSED ZONING
FISHER Fisher Creek Campus LLC 5700 NW Fisher Creek DR Ste. 100, Camas WA, 98607	125668-000	2.19	N/A	COM	RC	NO CHANGE	NO CHANGE
	126252-000	17.52	N/A	COM	RC	NO CHANGE	NO CHANGE
	126254-000	2.14	N/A	COM	RC	NO CHANGE	NO CHANGE
	126246-000	13.52	N/A	COM	RC	NO CHANGE	NO CHANGE
	126253-000	9.77	N/A	COM	RC	NO CHANGE	NO CHANGE
	986028-844	25.54	N/A	COM	RC	NO CHANGE	NO CHANGE
	986028-845	12.56	N/A	COM	RC	NO CHANGE	NO CHANGE
	986028-843	34.26	N/A	COM	RC	NO CHANGE	NO CHANGE
	126257-000	5.27	N/A	COM	RC	NO CHANGE	NO CHANGE
	986030-726	5.79	N/A	COM	RC	NO CHANGE	NO CHANGE
	126245-000	8.02	20215 SE 20TH ST, CAMAS, 98607	COM	CC	NO CHANGE	RC
	126248-000	10.31	20017 SE 20TH ST, CAMAS, 98607	COM	RC	NO CHANGE	NO CHANGE
126243-000	1.14	N/A	COM	RC	NO CHANGE	NO CHANGE	
WA KSF LLC 5700 NW Fisher Creek DR Ste. 100, Camas WA, 98607	125192-000	9.55	4720 NW 38TH AVE, CAMAS, 98607	LI/BP	LI/BP	COM	RC

*Parcel 125189-000 is bisected by the City's Van Fleet right of way. This created a small sliver of land on the west side of Van Fleet. The parcel has never been divided and the sliver should have the same zoning and comprehensive plan designation as the remainder of the parcel. A mapping error appears to have occurred because the City's comprehensive plan and zoning maps show the sliver as having LIBP designations.



Cascade Planning Group
Land Use • Economics • Development

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MEMORANDUM

To: Randal Printz, Landerholm

From: Paul Dennis, AICP, Principal

Subject: Market Assessment of a Comprehensive Plan Amendment and Rezone Request – Final

Date: August 19, 2014

Cascade Planning Group was contracted to provide an assessment of the need for employment zone land within the proposed 650.61 acre West Camas Master Plan. More specifically, evaluate the development potential of the properties in question under current zoning. If a property is not likely to develop under current zoning then the development potential on the property is examined under another similar employment zone (i.e. Business Park or Light Industrial). The final stage of the analysis is to examine if there is excess supply or shortage of employment land given “likely” long term market demand in the area; if there is an excess supply then determine what other supporting use would complement economic development efforts within the West Camas Master Plan area.

The City of Camas is considering a Comprehensive Plan amendment to change the land use designation on 7.65 gross acres from RC to LI, 14.36 gross acres from CC to LI, 8.02 gross acres from CC to RC, 9.55 acres from LI/BP to RC, 69.18 gross acres from LI/BP to BP, and 132.14 gross acres from LI/BP to LI. Approximately 85% of the land requested for zone change is currently designated LI/BP. The net affect is changing 12.46 gross acres of commercial property to industrial; However, this is a change to LI which still allows commercial development and is more of a mixed-use zone than traditional industrial. The proponents are also seeking the ability of developing up to 60 acres of LI for multi-family use that would be equally distributed to three of the applicants (Sharp, Lugliani, and MacKay & MacDonald). Specific land holdings under study include:

Figure 1. West Camas Master Plan by Ownership, Acreage, & Land Use

Name	Gross Acres	Current land use designation	Proposed land use designation
Fisher Investments:			
Change Request	9.55	LI/BP	RC
Change Request	8.02	CC	RC
Remain Unchanged	140.01	RC	RC
Subtotal	157.58		
Sharp:			
Change Request	59.81	LI/BP	BP
Change Request	58.74	LI/BP	LI
Subtotal	118.55		
Lugliani/APC etal:			
Change Request	7.61	CC	LI
Change Request	7.65	RC	LI
Subtotal	15.26		
MacKay & MacDonald etal:			
Change Request	9.37	LI/BP	BP
Change Request	28.16	LI/BP	LI
Change Request	6.75	CC	LI
Remain Unchanged	45.24	LI/BP	LI/BP
Remain Unchanged	18.82	BP	BP
Remain Unchanged	59.95	LI	LI
Remain Unchanged	77.51	RC	RC
Remain Unchanged	11.50	MF-24	MF-24
Subtotal	257.30		
Other Properties:			
Remain Unchanged	101.92	Various	Various
<hr/>			
<i>Total Master Plan Area</i>	650.61		
Change Request	195.66		
Remain Unchanged	454.95		

Source: Cascade Planning Group and Olson Engineering, Inc.

This market analysis focuses on the City’s need or lack of appropriately zoned vacant employment land, maximizing development potential and present value of fiscal revenues. Encouraging a diversity of development activity/uses on the subject sites could support more efficient utilization of public infrastructure as well as meeting the needs of a growing community.

The remainder of this market analysis update memorandum is organized as follows:¹

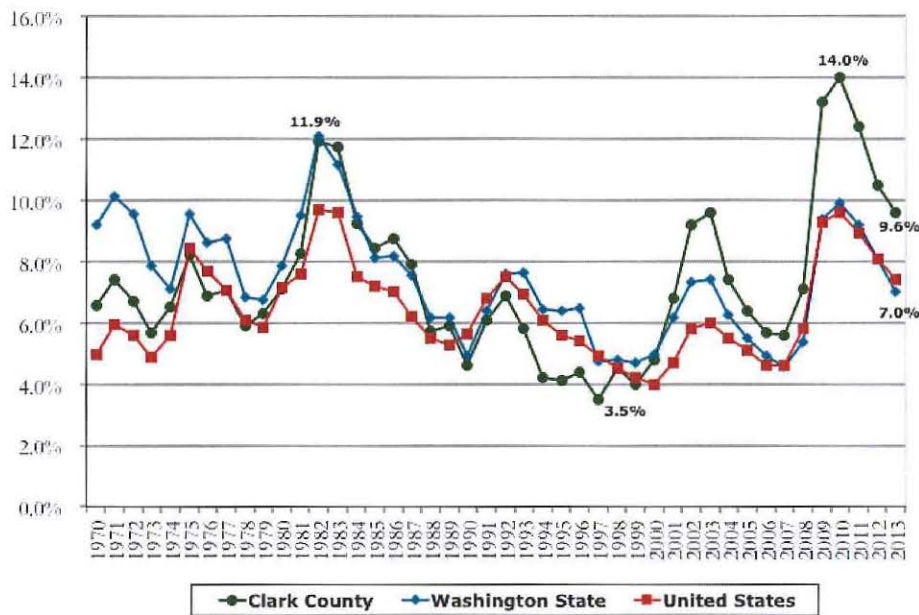
Market Profile
Economic Benefits Of Master Plan Area Request
Summary Observations

MARKET PROFILE

Both regional and local information is provided within this section. Local information was collected based upon a traditional market analysis approach versus jurisdictional (or political boundaries), as consumers (both individuals and businesses) make decisions within a market area and not based upon geo-political borders.

Economic Conditions. Local economic cycles closely follow statewide and national trends. Clark County’s unemployment rate remained below statewide and national trends during most of the 1990s; but has remained well above the statewide average for this decade. Local unemployment rates are still among the highest in the state. However, rates have been declining from the peak of 14% in 2010.

Figure 2. Long-Term Unemployment Rates



Source: Washington State Employment Security.

The high rate of unemployment has meant that companies have either gone out of business or reduced their workforce. This has led to an increase in vacancy rates. Furthermore, companies that had once occupied built to suit or proprietary space began to flood the speculative market causing negative absorption. Many of these buildings were constructed for a unique user that makes them difficult to lease to the average business. Within East Clark County, this has masked the positive economic development activity. For example, large unique vacant buildings that have affected real estate trends include the former research & development paper mill buildings in Camas, former HP/SEH building along S.E. 34th Ave, former Union Carbide building in Washougal, Camas Post Office, and former Sharp Laboratories of America building to name a few.

During the economic recession, Clark County jurisdictions lost 7,460 (5.7%) of its job base. The recession affected each jurisdiction differently. For example, LaCenter, Ridgefield, and Washougal experienced the greatest percentage of job losses (15%-17%). On the more positive side, Vancouver (-3.9%) and Camas (-4.2%) experienced fewer job losses on a percentage basis. Battle Ground actually

experienced job growth (+8.3%). Of the jurisdictions experiencing a decrease in employment during the Great Recession, only Ridgefield and Camas have gained back their job losses.

Figure 3. Employment Trends by Jurisdiction (2007-2012)

Jurisdiction	2007	2008	2009	2010	2011	2012	Change
Battle Ground	5,034	5,219	5,388	5,382	5,504	5,454	420
Camas	6,111	6,173	5,852	6,022	5,985	6,111	0
La Center	1,147	1,112	1,049	959	958	973	-174
Ridgefield	1,671	1,681	1,479	1,425	1,686	1,824	153
Vancouver	76,344	76,868	74,439	73,330	73,881	74,675	-1,669
Washougal	3,005	2,924	2,638	2,518	2,541	2,649	-356
Yacolt	107	101	87	84	96	91	-16
Unincorporated	34,431	33,894	31,388	30,944	31,412	32,963	-1,468
Unknown	2,155	1,924	1,833	1,883	1,569	1,357	-798
Total	130,005	129,896	124,153	122,547	123,632	126,097	-3,908

Source: Washington State Employment Security.

Since 2012, economic activity in and around Camas has intensified even more. Camas City officials report that building activity is 40% higher than 2013 and expect residential development to return to 2004 levels.

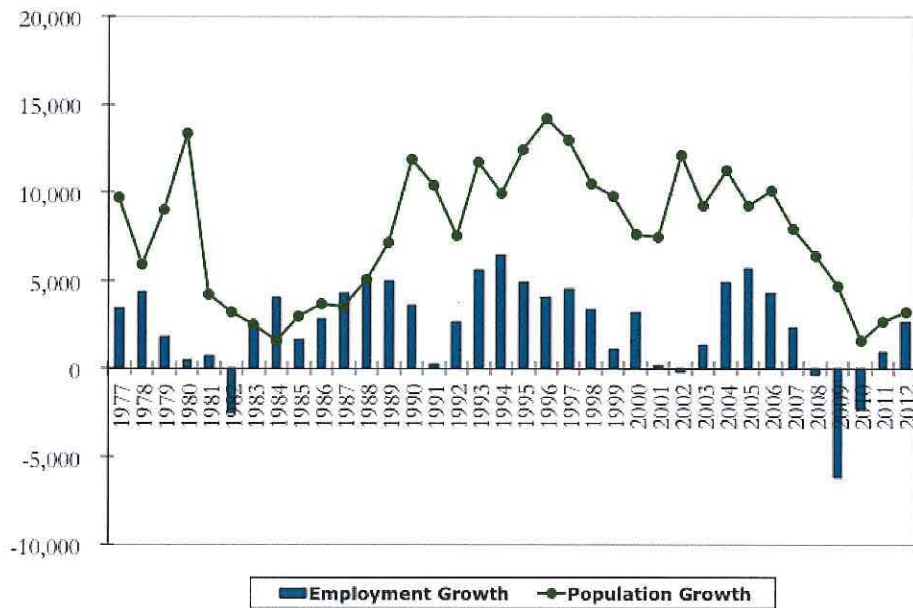
Many employers have made workforce additions. Several large economic development projects are either under construction or have been announced. These include Fisher Investments adding a second 5-story office building with the potential of 500 jobs; Integra Telecom (500 jobs) purchasing the former HP/SEH campus; and Banfield Hospital’s 230,000 square foot office and training facility on 20 acres employing 670 workers.

According to the Camas-Washougal Economic Development Association’s 2013 Annual Report, the agency has assisted Camas-Washougal businesses in retaining, expanding, and creating new jobs. The agency’s efforts have led to 800 jobs being directly created. This activity supports another 600 jobs locally, for a total jobs benefit of 1,400.

This increased economic activity is well above baseline projections. Therefore, while this report provides historical and third party projections, it also provides an analysis representative of increased market conditions.

Clark County has experienced job growth in every year since 1977, with the exception of the recessions in 1982, 1991, 2001, and 2009-10. Clark County experienced its greatest job growth during the 1990s – primarily driven by the High Tech sector. Over 8,230 jobs were lost during the “Great Recession,” the most job losses ever. Almost three-quarters of the job losses have been added back into the local economy. Despite the worst job market in the State, population growth has continued, but at a significantly slower pace. Clark County tends to be a net exporter of labor.

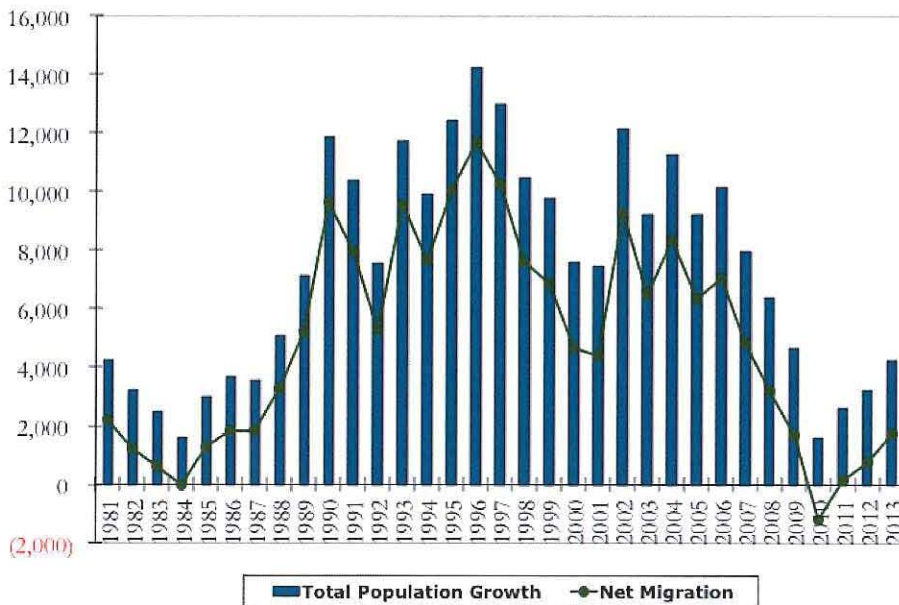
Figure 4. Population & Employment Trends



Source: Washington State Employment Security and Office of Financial Management.

Population Trends. Despite the significant economic recession, population has continued to grow, albeit at reduced rates, signifying Clark County as a “sticky” community. Population growth is primarily driven by new residents vs. internal growth, except during major economic recessions. Less than 1,800 residents moved into Clark County last year versus 11,300 during the peak year (1996) of population growth.

Figure 5. Clark County Population Growth Trends



Source: Washington State Office of Financial Management.

With 435,500 residents, Clark County has more than 20% of the region’s population. Clark County grew faster over the last two decades than the other three counties in the region. However, Clark County’s growth has slowed considerably to levels below the rest of the region during this decade.

Through the updated Comprehensive Planning process in 2007, Clark County projected a future growth rate of 2.2% per year through 2010, which proved true. The County projected growth would taper off slightly to an annual rate of 2.0% through the year 2024 (Clark County Buildable Lands Plan Monitoring Report 2007). This forecast rate is well above actual experience so far this decade. With the economic recovery well under way, the rate of growth has also been increasing and should reach County projections by 2024. The County projects 2024 population of 584,310, an increase of 160,100 people between 2008 and 2024.

Figure 6. Regional Population Trends (1990-2013)

County	1990	2000	2010	2013	1990-2000	2000-2010	2010-2013
Clark, WA	238,053	345,238	425,363	435,500	3.8%	2.1%	0.8%
Clackamas, OR	278,850	338,391	375,992	386,080	2.0%	1.1%	0.9%
Multnomah, OR	583,887	660,486	735,334	756,530	1.2%	1.1%	1.0%
Washington, OR	311,554	445,342	529,710	550,990	3.6%	1.8%	1.3%
Region	1,412,344	1,789,457	2,066,399	2,129,100	2.4%	1.4%	1.0%

Source: U.S. Census, Oregon Population Research Center and Washington Office of Finance & Management.

Approximately 66,000 residents live within three (3) miles of the subject site; this equates to 15% of the County’s population. During the last decade, population grew faster (at 3.2% per year) than the countywide (2.1%) and regional average (1.4%). Population growth has continued to outpace the rest of the County and region and is expected to remain steady over the next five (5) years.

Figure 7. Local Population Trends (2000-2019)

Market Area	2000	2010	2014	2019	2000-2010	2010-2014	2014-2019
3-Mile Area	45,165	62,107	65,953	70,699	3.2%	1.5%	1.4%
4-Mile Area	69,584	88,798	93,459	99,334	2.5%	1.3%	1.2%
5-Mile Area	108,542	135,399	142,175	150,700	2.2%	1.2%	1.2%
Clark, WA	345,238	425,363	435,500	–	2.1%	0.8%	–

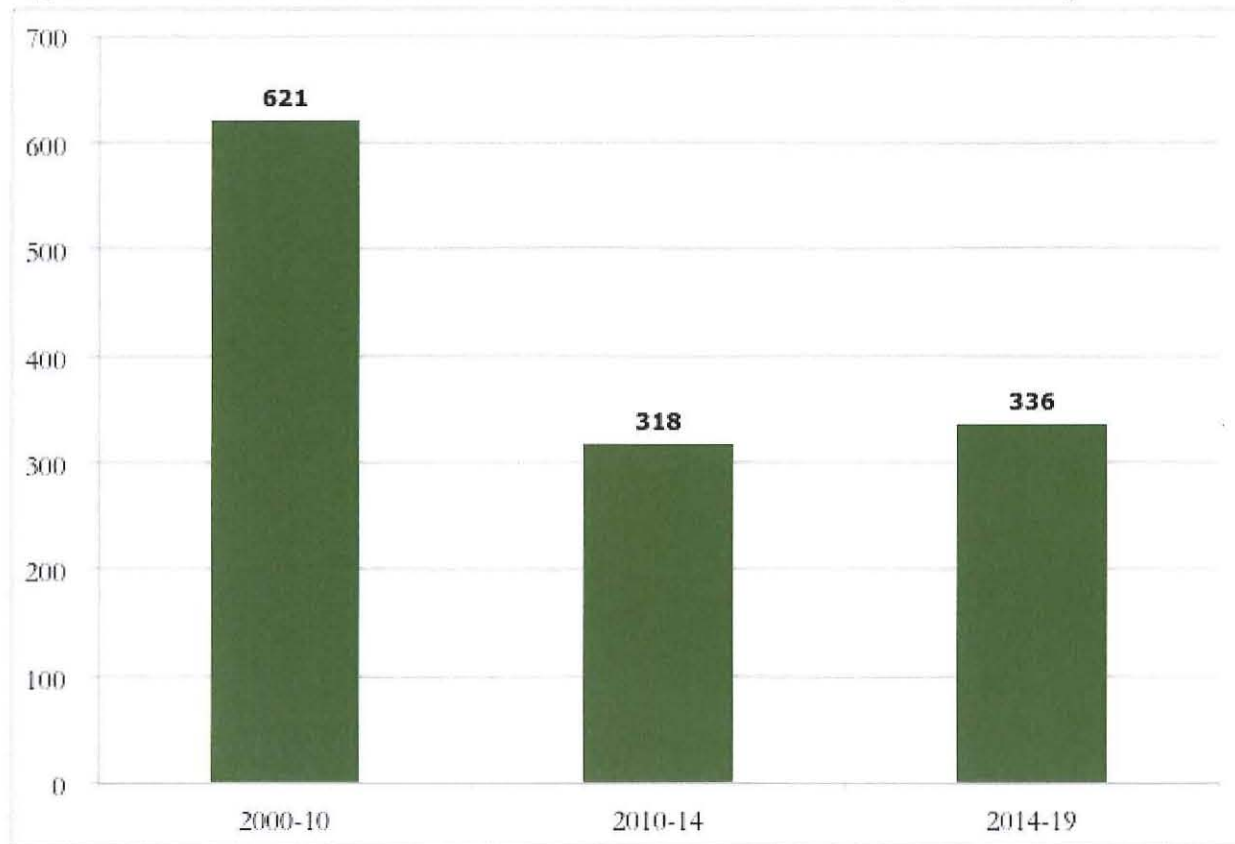
Note: Clark County 2014 population figure is actually the State’s estimate for 2013, as that is the latest year available. 2019 population estimates reflect *baseline* conditions are well below expectations under *enhanced market* conditions.

Source: U.S. Census, Washington Office of Finance & Management, and Claritas.

Households & Tenure. Approximately 24,140 households live within three miles of the subject site. Over 6,200 units were constructed between 2000 and 2010, or 620 units per year. This has been and continues to be a highly desirable area to live in. Despite the economic recession, household growth continued, albeit at half the pace (or 320 units per year). Under *baseline* conditions (i.e. conditions experienced during the Great Recession), household growth over the next five years is expected to pick up slightly to an average of 340 units per year.

During the Great Recession, Camas has averaged 125 new residential units per year; or 39% of the residential growth within the 3-mile market area. Based upon known or anticipated subdivision/planned unit development applications, the city anticipates residential construction to increase to 200 units this year and even higher in the foreseeable future; This would be a 60% increase within the Camas portion of the 3-mile market area. With the substantial increase in economic activity, annual residential growth is anticipated to exceed baseline conditions. Under these *enhanced market* conditions, annual household growth would average 450 units per year; bringing market activity closer to 2004 conditions.

Figure 8. Annual Baseline Household Growth with 3-Miles (2000-2019)



Source: U.S. Census and Claritas.

Renters account for 31% (or 7,480 renters) of all households. The local rental/ownership mix is not expected to change much over the next five years. This means that under *enhanced market* conditions another 700 renters are expected to move into the area between 2014 and 2019, and 2,800 renters over the next 20 years. Also, the average length of stay for renters in the area is just over 6 years, meaning a fairly stable population considering renters have the ability to be very mobile.

Apartments comprise the majority of renters in the market area. Apartment complexes built prior to 2009, have lower rental rates and offer fewer amenities. In recent years, a more affluent, executive renter profile has emerged in the market area, demanding a higher standard of living and a willingness to pay for the higher amenity lifestyle.

Studio units typically lease monthly for \$1.35 per square foot. One-bedroom units lease for \$1.00-\$1.10 per square foot. Two- and three- bedroom units lease for \$0.80-\$1.00 per square foot. *Note: Smaller units have high per square foot rental rates as renters have a total payment threshold that they weigh against unit size.*

Since 2009, each new complex that has or is planning to develop has increased rental rates. Grandview, which was completed in 2009, charges just under \$1.20 per square foot for one-bedroom units, \$1.05-\$1.15 for two-bedroom units, and just under \$1.05 for its three bedroom units.

Two creeks, which failed as a condo/townhouse project, was very successful in attracting executive renters willing to pay an average of \$1.50 per square foot. Renters willing to pay a premium for luxury or high amenity living led to the planning and permitting of Westridge lofts, which plans to charge an average of \$1.35-\$1.40 per square foot. The Reserve at Columbia Tech Center rents one-bedroom units between \$1.35 and \$1.50 per square foot, Two-bedroom units \$1.10-\$1.20 per square foot, and three-bedroom units at \$1.10 per square foot.

Household Size. Approximately three-fourths of households living in the 3-mile market area are families. Nearly 55% of households comprise just one to two people, and is expected to remain that way into the foreseeable future. This smaller household size means that smaller housing units, especially for the rental market are in greatest demand. One-person households will account for 25% of housing demand over the next five years. While the number of households is projected to be significantly higher than portrayed in the table below, the underlying trends and household mix should remain the same.

Figure 9. Baseline Household Size Trends within 3-Miles (2000-2019)

Household Size	2000	2014	2019	2000-2014	2014-2019
Non-Family:					
1-Person	3,259	5,231	5,664	1,972	433
2-Persons	851	1,044	1,030	193	-14
3+ Persons	200	208	214	8	6
Sub-Total	4,310	6,483	6,908	2,173	425
Family:					
1-Person	0	0	0	0	0
2-Persons	5,016	6,859	7,324	1,843	465
3+ Persons	7,334	10,795	11,588	3,461	793
Sub-Total	12,350	17,654	18,912	5,304	1,258
All Households					
1-Person	3,259	5,231	5,664	1,972	433
2-Persons	5,867	7,903	8,354	2,036	451
3+ Persons	7,534	11,003	11,802	3,469	799
Sub-Total	16,660	24,137	25,820	7,477	1,683

Source: U.S. Census and Claritas.

Income Trends. The incomes of households living within three miles of the subject site are expected to continue to increase over the next five years. The number and proportion of area households with incomes \$75,000 or more have increased dramatically over the last fourteen years, while those with incomes less than \$50,000 have been decreasing. This trend is expected to continue over the next five years, with 96% of household growth being in the \$75,000 or more income group.

Figure 10. Household Income Mix Trends within 3-Miles (2000-2019)

Income Mix	2000	2014	2019
<\$25,000	14.9%	15.6%	14.2%
\$25,000 - \$49,999	28.8%	21.5%	19.8%
\$50,000 - \$74,999	26.1%	21.3%	20.2%
\$75,000+	30.2%	41.6%	45.8%
All Households	100.0%	100.0%	100.0%

Source: U.S. Census and Claritas.

Another measure of market purchasing power relevant to retail commercial development potential is total personal income. In 2014, total personal income within the 3-mile market area amounted to \$1.9+ billion, based on an average household income of \$79,700. Another \$0.7 billion is projected by 2034, based upon *enhanced market* conditions.

Figure 11. 3-Mile Market Area Personal Income (Enhanced Market Conditions)

Year	Households	Personal Income
2014	24,140	\$1,923,958,000
2034	33,140	\$2,641,258,000
2014-2034	9,000	\$717,300,000

Source: Cascade Planning Group using information from U.S. Census Bureau, Claritas, and U.S. Bureau of Economic Analysis.

Retail Purchasing. Consumers in the local market area spend \$1.15 billion on retail goods and services. Area businesses supply \$1.12 billion worth of goods and services. At first glance it would appear that area businesses are meeting consumer demands. However, examination of detailed store categories shows that sales leakage of \$517.8 million is occurring within 14 of 20 retail store types.

Vehicle sales and parts is the largest category of sales leakage with \$212.9 million being spent outside of the 3-mile market area; this is in large part due to the fact that most auto dealers have clustered elsewhere in the region and will most likely never locate in the local area. With recent voter approved changes to alcohol sales, Beer, Wine and Liquor Stores have gone out of business. Grocery and general merchandise retailers are meeting this demand. With BestBuy vacating Clark County, local consumers are traveling to Portland to acquire some of their electronic & appliance goods; therefore, the \$11.3 million in sales leakage will likely continue to occur. Major General merchandise retailers, such as Fred Meyer and Costco, are mostly meeting sales leakage of \$37.7 million in gasoline. Non-Store retail is sales related to internet purchases.

The remaining \$136.6 million are in categories that offer limited potential including grocery (\$20.3 million) and convenience stores (\$5.8 million), with most major brands already in the market place and very few brands remain as an option. Grocery and specialty food stores are the most likely candidates to recapture the \$0.8 million of sales leakage in Florists. Most independent furniture & home furnishing stores have gone out of business. Those that have remained in the regional market tend to cater to more affluent consumers as general merchandise stores dominate comparison-shopping segment. Therefore, recapturing the \$12.2 million of sales leakage will prove challenging. If it weren't for the fact that Columbia Tech Center (CTC) has attracted major retailers such as JC Penny, Kohl's, and more recently Ross, it would be doubtful that the area could recapture the \$39.3 million of sales leakage. The

categories offering the greatest opportunity include health & personal care (\$17.8 million), used & other merchandise (\$3.6 million), food & drink places (\$27.1 million). Independent operators can offer unique goods and services not offered by national or regional stores and that local consumers are willing to pay a premium.

Figure 12. Commercial Retail Market Opportunities (2014)

Store Type	Consumer Expenditures	Retail Sales	Market Sales Gap
Motor Vehicle and Parts Dealers	\$219,687,448	\$6,780,028	-\$212,907,420
Furniture and Home Furnishings	\$24,179,874	\$11,954,585	-\$12,225,289
Electronics and Appliance	\$22,460,848	\$11,115,432	-\$11,345,416
Building Materials	\$103,739,784	\$136,966,887	+\$33,227,103
Lawn, Garden Equipment, Supplies	\$17,366,701	\$20,416,810	+\$3,050,109
Grocery	\$89,668,656	\$69,350,041	-\$20,318,615
Convenience Stores	\$6,046,541	\$235,407	-\$5,811,134
Specialty Food Stores	\$11,939,201	\$2,351,216	-\$9,587,985
Beer, Wine and Liquor Stores	\$38,324,805	\$1,511,232	-\$36,813,573
Health and Personal Care	\$57,175,617	\$39,420,728	-\$17,754,889
Gasoline Stations	\$107,289,606	\$69,617,854	-\$37,671,752
Clothing and Clothing Accessories	\$53,811,576	\$14,498,996	-\$39,312,580
Sporting Goods & Personal Interest	\$23,954,474	\$132,524,670	+\$108,570,196
General Merchandise	\$136,860,309	\$447,993,858	+\$311,133,549
Florists	\$1,208,863	\$362,538	-\$846,325
Office Supplies	\$7,188,798	\$38,793,983	+\$31,605,185
Gift, Novelty and Souvenir Stores	\$7,920,423	\$10,183,101	+\$2,262,678
Used & Other Merchandise Stores	\$14,213,711	\$10,566,489	-\$3,647,222
Non-Store Retailers	\$93,066,434	\$10,583,279	-\$82,483,155
Foodservice and Drinking Places	\$115,173,948	\$88,074,049	-\$27,099,899

Source: Claritas.

Commercial & Industrial Absorption. Due to the fact that Camas-Washougal is a small market, the vacation of a single, large building can depress real estate data and significantly mask the true economic growth occurring within the area (as discussed previously). *Note: For real estate purposes, Camas and Washougal are viewed as a single market and therefore the data was provided to Cascade Planning group as such.*

Industrial vacancy rates have traditionally been lower within the Camas-Washougal area, as a result of most buildings being built for single users. However, with the Great Recession, some of these single user buildings have been vacated and are now being marketed for multi-tenant purposes. For example, the former Union Carbide Sapphire Plant in Washougal was vacated in 2009. An investment company purchased the site in 2010 at a much discounted rate. The company made a failed attempt at reviving Sapphire production and has had difficulty in securing other tenants; the plant is completely vacant as of 2014. Other large industrial spaces that have been similarly vacated include the Trojan building adjacent to the Port Industrial Park, Tidland Building, ancillary Camas Mill buildings, and Sharp Labs. With the exception of Sharp Labs, the cost of occupancy at these other buildings exceeds the price the market (i.e. prospective tenants) is willing to pay.

As mentioned earlier, these large vacancies also mask the positive absorption that has been occurring. At the Port of Camas Washougal, the Port is at 100% occupancy. They have filled a couple of smaller 5,000 square foot or less spaces. But more importantly, they built a new 21,600 square foot building for

Foods in Season and have leased their former 13,620 square foot building to DS Fabrication. In Camas, Plexsys has added 10,000 square feet, IMT Body coat added 10,000 square feet, and 18,100 square feet has been absorbed at Camas Meadows. CID Bio-science rehabilitated a 5,400 square foot building. Taken together, this is 85,720 square feet of industrial space.

Several new industrial buildings are either under construction or planned for construction within the near term. Alpha Tech obtained permits for a new 42,000 square foot building at Camas Meadows Corporate Center. The Port will add another 30,000 square feet adjacent to Foods In Season and will potentially construct a third building of approximately 55,000 square feet for a single user. Matt Olsen is currently constructing a 60,000 square foot multi-tenant flex building along Lake Road across from WaferTech. A contract machine shop is also planning to construct 10,000 – 15,000 square feet for its rapidly growing business. Together, this amounts to 197,000-202,000 square feet of industrial space over the next 18-24 months.

Figure 13. Industrial Vacancy Rates and Absorption (2003-2014)

Period	Vacancy Rate			Net Absorption (SF)		
	Camas-Washougal	Clark County	Metro Area	Camas-Washougal	Clark County	Metro Area
2003	6.0%	15.7%	13.1%	1,300	1,482,821	6,401,189
2004	8.3%	12.2%	10.8%	-34,900	635,589	4,473,067
2005	9.9%	10.6%	9.2%	63,500	751,353	4,156,833
2006	3.8%	7.0%	7.3%	8,450	592,687	5,246,606
2007	3.2%	5.3%	5.4%	15,000	959,622	4,807,146
2008	2.1%	6.1%	5.8%	10,500	-151,197	1,274,891
2009	5.4%	8.8%	8.1%	-48,775	-493,080	-3,758,074
2010	9.9%	11.0%	8.9%	-23,974	-892,773	-706,165
2011	10.1%	9.1%	8.1%	26,725	205,920	2,602,955
2012	12.0%	6.6%	6.7%	-57,222	827,148	2,931,555
2013	12.9%	5.4%	6.1%	-13,623	79,347	1,049,105
2014 YTD	13.8%	4.5%	5.5%	-4,436	161,494	148,405

Source: CoStar.

Up until 2008, office vacancy rates were significantly lower within the Camas-Washougal area, as a result of most buildings being built for single users. The increase in vacancy rates has occurred for two reasons. As the recession was setting in, space within newly constructed buildings, such as Washougal Town Square, were coming online and have been slow to lease up. Also, as is the case with industrial uses, some of the single user buildings were vacated; and due to their unique layout, these buildings have been challenged to secure new tenants. Some examples of this are large portions of the Riverview Bank and First Independent Bank buildings. This caused vacancy rates to sore from 1.5% to a current rate of 18.5%.

These large vacancies mask the positive economic activity that has been occurring. At Camas Meadows, Logitech secured 47,000+ square feet in a building that sat vacant for over two years. They also leased another 13,300 square feet within the adjacent building. Fisher Investments constructed a 5-story 115,000 square foot office building that they wholly occupy. Fisher Investments has also built a 30,000 square foot building for some of their back office support. A number of smaller spaces have secured tenants such as InnoTech American above Lutz Hardware. American Freight, Camas Washougal Economic Development Association, Columbia River Realty, Competitive Engineering, Transport

Holdings, Washougal Sport & Spine, and several others have all leased space at Washougal Town Square. Taken together, this is 215,000 square feet of Office space.

Several new office buildings are either under construction or planned for construction/improvement within the near term. Fisher Investments is constructing another 5-story 115,000 square foot office building that it will wholly occupy. Fuel Medical is moving into 10,000 square feet in Downtown Camas. Integra is moving its headquarters into the old HP/SEH building along S.E. 34th Ave. Banfield Pet Hospital announced plans for a 230,000 square foot office and training facility. Together this amounts to 410,000 square feet of Office related space over the next 18-24 months.

Figure 14. Office Vacancy Rates and Absorption (2003-2014)

Period	Vacancy Rate			Net Absorption (SF)		
	Camas-Washougal	Clark County	Metro Area	Camas-Washougal	Clark County	Metro Area
2003	1.4%	20.1%	14.2%	0	-55,340	202,508
2004	1.9%	20.7%	13.3%	19,715	385,146	2,294,341
2005	0.7%	13.8%	11.0%	37,350	1,056,694	2,351,484
2006	0.1%	10.5%	10.0%	33,954	258,508	1,900,226
2007	1.5%	9.9%	9.3%	1,879	450,702	1,881,599
2008	9.8%	11.3%	8.9%	-25,877	-88,884	548,874
2009	20.1%	14.6%	10.9%	-11,508	-92,970	-1,185,472
2010	23.6%	14.3%	11.8%	-26,720	53,253	501,641
2011	18.0%	13.0%	10.9%	149,845	303,932	1,066,512
2012	13.5%	13.5%	10.7%	48,757	71,855	664,742
2013	17.8%	12.8%	9.6%	-35,960	104,980	753,413
2014 YTD	18.5%	11.5%	9.1%	-118	163,814	649,306

Source: CoStar.

Retail vacancy rates have traditionally been well above countywide and regional rates. This is primarily due to consumer travel patterns shifting over time. With the exception of Lone Wolf Investments in Downtown Washougal, Killian Pacific along Highway 14, and the incomplete Black Pearl along the waterfront, no new retail has been constructed within the city limits of Camas and Washougal in recent years. Most new retail development has been occurring along Camas' west border along 192nd Ave and within Columbia Tech Center. Development within this corridor appears within the Camas-Washougal inventory and is what primarily drives the large net absorption in 2011/12.

Vacancy rates still remain high in older retail places along 3rd avenue in Camas, One-Stop Shopping area, Washougal Town Square, and commercial centers along SE 34th/192nd Ave. The Great Recession has made it difficult to stabilize vacancy rates.

There have been some positive signs in retail, most notable within dining. Dining has been an underserved segment for Camas-Washougal area. This particularly shows up in the sales leakage estimates (see Figure 11). Given the existing high vacancy rates and limited opportunities discussed earlier, not much retail is anticipated within the subject area. Current opportunities for sales leakage recapture are estimated at \$136.6 million. An average sale per square foot of \$500 equates to 273,200 square feet. Future retail potential as a result of residential growth will generate another \$469.8 million or 939,600 square feet. With Columbia Tech Center and 192nd Ave already established retail centers with space to absorb this future growth, the subject parcels will find it difficult to compete. Best case,

the subject area might be able to attract 40% of the retail opportunity (or 273,000 square feet). At a typical retail FAR of 0.25, the subject area would support approximately 25 acres of retail development.

Figure 15. Retail Vacancy Rates and Absorption (2006-2014)

Period	Vacancy Rate			Net Absorption (SF)		
	Camas-Washougal	Clark County	Metro Area	Camas-Washougal	Clark County	Metro Area
2006	8.3%	5.2%	5.4%	8,971	670,474	2,435,758
2007	10.0%	5.3%	4.6%	-36,595	6,894	2,530,141
2008	11.3%	5.5%	4.8%	60,806	601,282	116,539
2009	10.7%	7.9%	5.8%	6,187	-358,384	-788,852
2010	11.4%	8.7%	6.2%	128,626	293,386	103,591
2011	12.8%	8.4%	5.9%	28,666	219,335	1,003,221
2012	14.0%	8.1%	5.5%	8,448	-59,263	353,263
2013	12.5%	7.7%	5.4%	45,279	173,156	514,028
2014 YTD	11.6%	7.7%	5.3%	3,004	107,892	-23,129

Source: CoStar.

ECONOMIC BENEFITS OF MASTER PLAN AREA REQUESTS

The West Camas Master Plan Area comprises 650.61 acres. The Applicants represent 548.69 acres, or 84% of the master plan area. The Applicants are requesting a zone change on 30% of the area. However, the net result is changing 12.46 gross acres of commercial property to industrial (or LI). A change to LI still allows commercial development, maintains the properties within an employment zone, and is more of a mixed-use zone than traditional industrial.

This section compares the developability of each parcel under current zoning to the developability of the alternative employment zones proposed by the Applicants. The analysis also includes an examination of the long-term demand for employment land within the subject area, as well as, the economic implications of leaving the current zoning as is versus the potential benefits that could accrue if the city grants the requested land use changes. Each is discussed in turn.

Existing Zoning

The master plan area consists of 284.54 acres of regional commercial (RC), 214.67 acres of light industrial/business park (LI/BP), 59.95 acres of light industrial (LI), 56.13 acres of community commercial, 18.82 acres of business park (BP), and 16.5 acres of multi-family.

Figure 16. Summary of Land Area by Existing Zoning Designation (Acres)

Existing Zoning	Gross Acres
Light Industrial/ Business Park (LI/BP)	214.67
Business Park (BP)	18.82
Light Industrial (LI)	59.95
Community Commercial (CC)	56.13
Regional Commercial (RC)	284.54
Multi-Family 24 Units per Acre (MF-24)	16.50
Entire Master Plan Area	650.61

Source: Cascade Planning Group and Olson Engineering, Inc.

Light Industrial/Business Park (LI/BP). Properties currently zoned LI/BP comprise 85% of the land area being requested for a change in zoning. All of these properties have significant environmental constraints that limit the developable area. Coupled with the City's stringent development standards, virtually none of this area will ever develop under the LI/BP zone. The reasons for this are many. First, parcels are required to be a minimum of 10 acres, have minimum side and rear property setbacks of 100 feet (property line to building), a minimum front setback of 200 feet (property line to building), and a maximum 30% lot coverage for a one-story building. This can be better understood when applying these standards to a perfectly square 10-acre parcel with no encumbrances. In this example the parcel would be 660 feet by 660 feet ($660 \times 660 \div 43,450 = 10$ acres). If one subtracts 200 feet for a front setback and 100 feet for a rear setback, that leaves a lot depth of 360 feet ($660 - 200 - 100 = 360$). Then one must subtract 100 feet from each side and the lot width, which equals 460 feet ($660 - 100 - 100 = 460$). Thus, each 10-acre parcel has only 3.8 acres ($360 \times 460 \div 43,450 = 3.8$ acres) available for building development. However, if it is a one-story building, then the building can only occupy 3 acres of the site. After consideration of environmental constraints/regulations and infrastructure requirements, the LI/BP parcels in this application become mostly undevelopable.

MacKay & MacDonald et al. own two of the five parcels in question: a 73.4 acre parcel at the corner of 38th Ave & Parker; and a 9.37 acre parcel along 18th Ave adjacent to Sharp. The first parcel meets minimum parcel size requirements, but is largely encumbered by wetlands that prohibit enough land area to meet setback requirements and construct a feasible size building. The second parcel is just under the 10-acre size requirement. Furthermore, the site is too narrow to accommodate the side setbacks; topography is also a challenge with this site. Therefore, under their existing zoning, neither of these parcels are expected to develop. MacKay & MacDonald et al. also own two other parcels totaling 45.24 acres adjacent to WaferTech's south property line that will remain LI/BP. These will provide an additional buffer to WaferTech's site and will likely remain undeveloped due to the extensive wetlands encumbering these parcels.

Fisher Investments owns a 9.55-acre LI/BP zoned parcel adjacent to its 140 acres of regional commercial (RC) property. Fisher Investments is requesting a rezone of this parcel to RC. This site is just under the minimum size requirement. However, the greater issue is meeting minimum setback requirements and developing around the onsite wetlands. Under current zoning this parcel is not likely to develop either. *Note: there is a 3.8-acre parcel adjacent to this site that is too small in size and dimension to develop as LI/BP; it is also environmentally encumbered.*

Sharp owns a 118.55-acre site zoned LI/BP that has two existing buildings. The lower 58.74 acres is largely encumbered with slopes that make it infeasible to economically develop this portion of the property with traditional industrial buildings and also meet setback requirements. The upper 59.81 acres contains Sharp's existing two buildings. There is a 10-acre area that could be developed with an additional building. Therefore, under current zoning, only 10 acres is available for development.

Business Park. Two parcels within the master plan area are currently zoned business park (BP). These parcels are owned by MacKay & MacDonald et al. and are located just west of Parker Street near Sharp and Linear Technologies. They have no recorded environmental encumbrances. The development standards for BP allow for greater flexibility in site planning. Parcels in the BP zone are only required to be 0.5 acres; side and front setbacks are only 15 feet; the rear setback is 50 feet; and the maximum lot coverage increases to 50% with no height limitations. For these reasons, these two sites are expected to develop under current BP zoning.

Light Industrial. There are three parcels comprising almost 60 acres located in the vicinity of Parker & 38th Ave adjacent to the Grass Valley Fire Station. All three parcels are owned by MacKay & MacDonald et al. Approximately half the area appears to be encumbered with wetlands. The LI zone was originally developed for the mix of uses located in the Oak Park area of Camas; therefore, this zone should be considered a mixed-use zone versus a traditional industrial designation. The development standards in the LI zone are flexible and provide for: a minimum lot size of only 10,000 square feet; no front setback; a rear setback of 25 feet; a side setback of 15 feet (25 feet if abutting a residential neighborhood); and a lot coverage standard of up to 70%. Given the environmental encumbrances, approximately 30 acres of this area is assumed to develop under current zoning.

Community Commercial. The MacKay's own two parcels in the vicinity of NW 18th & Parker, totaling 6.75 acres. The CC zone has no setbacks, minimum lot size, or maximum lot coverage restrictions to inhibit development. However, the small size and irregular shape limit the development possibilities for traditional retail commercial development. The parcels have no known encumbrances. Office development is the most likely option under current zoning.

There are two additional parcels zoned CC: a 2.5-acre parcel south of the MacKay properties; and a 7.82-acre site north of the MacKay properties. The 2.5-acre site is vacant with no known encumbrances. This site will likely develop as non-retail due to its limited size. The 7.82-acre site has an approved plan development comprising housing and a 1-acre commercial site. The 1-acre site is too small to attract commercial interest and most likely will remain vacant.

Fisher Investments has an 8.02-acre site along NW 38th Ave, adjacent to their 140 acres of regional commercial. The site will develop as part of the larger holdings of Fisher. The site has some potential wetlands. It's assumed that only half the site would develop.

Lugliani et al. has six small parcels totaling 7.61 acres located along Bybee & 38th Ave. They are part of a 15.26-acre planned commercial center (Moxie Village). Fifteen acres is the minimum size for a retail center. The properties are in a good location, but have several challenges that have made it difficult to attract market interest. Bybee Rd runs through the middle of the site preventing the development from being completely assembled. The development has two different zoning designations. The development has had unresolved access issues onto 38th Ave. The development does not offer complete visibility along 38th Ave. Other larger sites within the area offer greater commercial potential than Moxie Village.

There are two additional parcels held in separate ownership that are zoned CC along 38th Ave. One parcel is 2.15 acres and the other is 2.28 acres. Only the front half of the 2.15-acre site is free of wetland encumbrances. The 2.28-acre site has an approved indoor tennis center that will be completed this fall.

Regional Commercial. MacKay & MacDonald et al. own seven parcels totaling 77.51 acres zoned regional commercial (RC) on the southwest corner of 38th Ave & Parker. While this is a good commercial location, the site has never developed due to wetland and terrain issues. These constraints will continue to prevent it from developing as a commercial retail shopping center. The site will most likely develop in pods as office or flex space.

Lugliani et al. has four parcels totaling 7.65 acres. This is the other half of Moxie Village. As noted above, the site has many challenges, including one of the parcels (0.88 acres) being encumbered by wetlands. The site is best suited for mixed-use, supporting development in the surrounding area.

The city of Camas owns five parcels totaling 8.11 acres adjacent to Moxie Village. These parcels are undevelopable for private commercial uses.

Fisher is the largest owner of properties zoned RC. Fisher owns 12 parcels totaling 140 acres. Fisher has built 145,000 square feet of office and support service space. Another 115,000 square feet is currently under construction. The site has some wetland encumbrances, but can develop another 380,000 square feet of office space.

The Eiford family owns three parcels totaling 47.94 acres. Approximately 30.00 acres are free of wetland encumbrances and are located along 38th Ave. This site offers the greatest potential for commercial retail development, as it is the closest to 192nd Ave, adjacent to the highly sought after Fisher Campus, has the best visibility along 38th Ave, and is the largest contiguous area capable of accommodating retail development.

Adjacent to the Eiford and Fisher properties are four parcels held in separate ownership totaling 3.32 acres. Redevelopment of these parcels is likely to occur, but with supporting uses to the surrounding area.

Multi-Family. MacKay & MacDonald et al. own two parcels along Pacific Rim Blvd that total 11.5 acres. While the zoning allows for up to 24 residential units to the acre, likely development would be more consistent with nearby multi-family neighborhoods at no more than 10 units to the acre.

The Eiford Family owns a 5-acre parcel just north of the Stoneleaf condominium project. This site has significant access issues and environmental encumbrances. Only about an acre of this site could develop.

Anticipated Economic Development. The above detailed analysis is useful in determining how much of the area is available for development. When coupled with the anticipated market demand for the next 20-years, we can determine the potential development that can be captured within the Master Plan Area and whether the area has enough or an excess supply of employment land. *Note: The employment density, building area per job, and investment per square foot are derived from economic development projects occurring within the Camas-Washougal area over the last two years. Therefore, they represent local market activity.*

Under existing zoning, the Master Plan Area has 293.44 acres of property zoned industrial (i.e. LI/BP, BP, and LI). Only 58.82 acres are developable. Development of these sites could generate 1,000 new jobs, 610,000 square feet of building space, and \$73.2 million of capital investment (excluding equipment) over the next 20-years. The annual average activity (i.e. $1,000 \div 20 \text{ yrs} = 50$ jobs/yr, $610,000 \div 20 \text{ yrs} = 30,500/\text{yr}$, $\$73.2 \text{ million} \div 20 \text{ yrs} = \3.7 million/yr) would be *a little more than a third* of what has transpired over the last two years and is forecasted for the next 20 years.

The Master Plan Area has 340.67 acres of commercially zoned (i.e. RC and CC) property. Only 114.84 acres are developable under current zoning. Development of these properties over the next 20 years could yield 2,300 jobs, 598,000 square feet of building space, and \$161.5 million of capital investment. The annual average activity is *almost one-fifth* (115 jobs, 29,900 square feet, and \$8.1 million) of what has transpired in recent years and forecasted for the next 20 years.

Twelve and a half acres of multi-family land is developable within the Master Plan Area. Based upon recent development activity, these properties could produce approximately 120 housing units and a total capital investment of \$27.0 million.

Figure 17. Economic Activity Under Existing Zoning

Type of Economic Activity	Industrial	Commercial	Multi-Family
Added Jobs & Housing Units:			
Total Acres	293.44	340.67	16.50
Undevelopable	234.62	225.83	4.00
Available Developable Acres	58.82	114.84	12.50
Jobs (units) per Acre	17	20	12
Added Jobs (units)	1,000	2,300	150
Added Capital Investment:			
Added Jobs (units)	1,000	2,300	150
Typical Building Square Feet per Job (Unit)	610	260	1,200
Total Building Square Feet	610,000	598,000	180,000
Typical Investment per Square Foot	120	270	150
Added Capital Investment	\$73,200,000	\$161,460,000	\$27,000,000

Note: These estimates are based upon assumptions utilizing recent economic development activity. Economic conditions will vary over time that could result in a different outcome. Furthermore, these estimates are provided for planning purposes only.

Source: Cascade Planning Group.

Based upon recent market conditions and existing zoning, the entire area under consideration is projected to generate 3,300 jobs, 1.2 million square feet of industrial and commercial space, 120 housing units, and at least \$261.7 million of capital investment. Camas needs approximately 470 acres of employment land to meet 20-year market demands. This area has only 174 developable acres of employment land. The shortage in supply of *usable* employment land will lead to market demand being fulfilled elsewhere. Camas has 395 gross acres of employment land located at Camas Meadows and North Urban Growth Area (NUGA). However, the bulk of this is located at the Johnston Dairy Farm that currently has no infrastructure. If adequate infrastructure is not provided in a timely fashion, Camas could experience loss of economic opportunity and artificially depress long-term economic prospects. A simple means to address the potential near term shortage and provide a greater buffer in timing infrastructure is to re-zone a portion of the proposed Master Plan area to an employment zone that has more flexible development standards. The analysis now considers the Applicants' land use requests.

Master Plan Zoning

The master plan area proposes 294.46 acres of land zoned regional commercial (RC), 49.04 acres of land zoned light industrial/business park (LI/BP), 214.10 acres of land zoned light industrial (LI), 33.75 acres of land zoned community commercial, 88.00 acres of land zoned business park, and 16.5 acres of land zoned multi-family (MF).

Figure 18. Summary of Land Area by Master Plan Zoning Designation (Acres)

Existing Zoning	Gross Acres
Light Industrial/ Business Park (LI/BP)	49.04
Business Park (BP)	88.00
Light Industrial (LI)	168.86
Community Commercial (CC)	33.75
Regional Commercial (RC)	294.46
Multi-Family 24 Units per Acre (MF-24)	16.50
Entire Master Plan Area	650.61

Source: Cascade Planning Group and Olson Engineering, Inc.

Light Industrial/Business Park (LI/BP). If the Comprehensive Plan Amendment and zone change requests are granted, only three properties totaling 49.04 acres would remain as LI/BP. As noted in the previous section, MacKay & MacDonald et al. own two other parcels totaling 45.24 acres adjacent to WaferTech’s south property line that will remain LI/BP and act as an additional buffer to WaferTech. These parcels will likely remain undeveloped due to the extensive wetlands encumbering them. There is a 3.8-acre parcel adjacent to Fisher’s land holdings (on the south side of 38th Ave). This site is too small in size and dimension to develop under LI/BP zoning; it is also environmentally encumbered; therefore, this site is not expected to develop.

Business Park. Two parcels within the master plan area are currently zoned business park (BP). The Applicants are requesting that two other properties be designed as BP. Sharp is requesting that 59.81 acres of its 118-acre site be zoned BP. This area encompasses its two existing buildings and has approximately 10 acres available for future development. MacKay & MacDonald et al. own a 9.37-acre parcel adjacent to Sharp and its existing two parcels already zoned BP. This site is not expected to develop under its current designation of LI/BP; however, if it were rezoned to BP, the more flexible development standards would facilitate development of this parcel. Development is anticipated for all four of these sites under BP zoning.

Light Industrial. There are three parcels zoned LI comprising almost 60 acres located in the vicinity of Parker & 38th Ave., adjacent to the Grass Valley Fire Station. All three parcels are owned by MacKay MacDonald et al. Approximately half the area appears to be encumbered with wetlands; therefore, approximately 30 acres of this area is assumed to be developable. MacKay & MacDonald et al. own a fourth parcel (28.16 acres) in the same vicinity that they are requesting to change from LI/BP to LI. Granting the request would result in the front fourth (or 7.04 acres) of the site being able to develop, as the LI zone is substantially less restrictive. The MacKay’s are requesting two small parcels near Prune Hill Elementary be designated LI instead of CC. The LI zone offers greater marketability for these sites.

Sharp is requesting the lower half (or 58.74 acres) of their 118-acre site be rezoned from LI/BI to LI. This area has terrain issues that restrict it from developing under LI/BP. The LI designation would accommodate a mix of uses that could integrate into the site.

Lugliani et al. own four parcels zoned RC totaling 7.65 acres and another six parcels zoned CC totaling 7.61 acres. The Applicant are requesting that the entire 15.26-acre area be rezoned to LI. The LI zoning will make the assembled site more attractive for development. The current split zoning, irregular shape, access issues, and division by Bybee Rd make this a challenging site to market for traditional

commercial. The rezone will (along with solving other site issues) allow this collection of parcels to attract meaningful development.

If the requests are granted, then the Master Plan area would increase its developable LI area from the current 30 acres to 117.79 acres. The applicants are requesting that up to 60 acres be allowed to develop as multi-family, as currently permitted under the LI zone. The area would still see a net increase of 27.79 acres (or 57.79 total) for employment uses.

Community Commercial. There are two parcels along Parker/Brady near Prune Hill Elementary that would remain CC. One parcel is 2.5 acres and the other is 7.82 acres. The 2.5-acre site is vacant with no known encumbrances. This site will likely develop as non-retail due to its limited size. The 7.82-acre site has an approved plan development comprising housing and a 1-acre commercial site. The 1-acre site is too small to attract commercial interest and most likely will remain vacant.

There are two additional parcels held in separate ownership that are zoned CC along 38th Ave. One parcel is 2.15 acres and the other is 2.28 acres. Only the front half of the 21.15-acre site is free of wetland encumbrances. The 2.28-acre site has an approved indoor tennis center that will be completed this fall.

Regional Commercial. MacKay & MacDonald et al. own seven parcels totaling 77.51 acres zoned regional commercial (RC) on the southwest corner of 38th Ave & Parker. While this is a good commercial location, the site has wetland and terrain issues that prevent it from developing as a commercial retail shopping center. The site will most likely develop in pods as office or flex space.

The city of Camas owns five parcels totaling 8.11 acres adjacent to Moxie Village. These parcels are undevelopable for private commercial uses.

Fisher is the largest owner of properties zoned RC. Fisher owns 12 parcels totaling 140 acres. Fisher has built 145,000 square feet of office and support service space. Another 115,000 square feet is currently under construction. The site has some wetland encumbrances, but can develop another 380,000 square feet of office space. Fisher has a 9.55-acre parcel currently zoned LI/BP adjacent to its 140 acres of regional commercial (RC) property that it is requesting to rezone to RC. Even though the site has wetlands, approximately half of the parcel could develop under RC zoning. Fisher has an 8.02-acre site along NW 38th Ave that is requesting a rezone from CC to RC. The site will develop as part of the larger holdings of Fisher. The site has some potential wetlands. Because of these critical area constraints, it is assumed that only half the site would develop.

The Eiford family owns three parcels totaling 47.94 acres. Approximately 30.00 acres are free of wetland encumbrances and are located along 38th Ave. This site offers the greatest potential for commercial retail as it is the closest property to 192nd Ave; it is adjacent to the highly sought after Fisher Campus; it has best visibility along 38th Ave; and it is the largest contiguous area capable of accommodating retail development.

Adjacent to the Eiford and Fisher properties are four parcels held in separate ownership totaling 3.32 acres. Redevelopment of these parcels is likely to occur, but with supporting uses to the surrounding area.

Multi-Family. MacKay & MacDonald et al. own two parcels along Pacific Rim Blvd that total 11.5 acres. While the zoning allows for up to 24 units to the acre, likely development would be more consistent with nearby multi-family neighborhoods at no more than 10 units to the acre.

The Eiford Family owns a 5-acre parcel just north of Stoneleaf. This site has significant access issues and environmental encumbrances. Only about an acre of this site is expected to develop.

Anticipated Economic Development. The above detailed analysis is useful in determining how much of the area is available for development under the proposed Master Plan. When coupled with the anticipated market demand for the next 20-years, we can determine the potential development that can be captured within the area and whether the area has enough or an excess supply of employment land. *Note: The analysis includes allocating 60 acres of LI to multi-family as consistent with the applicants' request.*

Under the proposed zoning, the Master Plan Area would have 305.90 acres of property zoned industrial (i.e. LI/BP, BP, and LI) and 328.21 acres of commercially zoned (i.e. RC and CC) land. Approximately 156 acres of industrial and 113 commercial acres are developable. With 395 acres of employment land located elsewhere, Camas has a total of just over 604 acres of employment land. The City needs 470 acres to meet forecasted 20-year market demand. This means the city has a potential excess supply of 130+ acres of employment land.

One of the primary reasons for considering the land use changes is to address potential short-term supply deficit. However, the proposed changes increase the net usable employment land within the area by 60%, which should be more than adequate to meet any short-term market demands. With Camas having more than enough employment land to meet short term and long-term market demands, as well as, a strong residential market, the city will experience market pressure for multi-family residential development on the LI zoned properties. The applicants have suggested a cap of 60 acres. The area would still have an increase in developable employment land (20%), but also allow other market opportunities to transpire. Residential development would assist in support for employment uses and lead to greater utilization of infrastructure. As demonstrated by recently completed projects, residential development would be a relatively high price point product.

Development of the industrial sites under the proposed Master Plan will generate 1,730 new jobs, 986,100 square feet of building space, and \$128.2 million of capital investment (excluding equipment) over the next 20-years. The annual average activity (i.e. $1,730 \div 20 = 87$ jobs, $986,100 \div 20 = 49,300$, $\$128.2 \text{ million} \div 20 = \6.4 million) is considerably closer to what has transpired over the last two years. This would result in Camas capturing more economic activity over the long term than will occur under current zoning.

Development of the commercial properties over the next 20 years is expected to yield 2,260 jobs, 542,400 square feet of building space, and \$111.9 million of capital investment. The annual average activity is just under *a fifth* (113 jobs, 27,120 square feet, and \$7.6 million) of what has transpired in recent years., close to what is expected under current zoning.

Seventy-two and a half acres of land is proposed for multi-family use within the Master Plan Area. Based upon recent development activity, these properties could produce approximately 870 housing units and a total capital investment of \$156.6 million.

Figure 19. Economic Activity Under Existing Zoning

Type of Economic Activity	Industrial	Commercial	Multi-Family
Added Jobs & Housing Units:			
Total Acres	305.90	328.21	
Undevelopable	209.92	215.34	
Available Developable Acres	95.98	112.87	72.50
Jobs (units) per Acre	18	20	12
Added Jobs (units)	1,730	2,260	870
Added Capital Investment:			
Added Jobs (units)	1,730	2,260	870
Typical Building Square Feet per Job (Unit)	570	240	1,200
Total Building Square Feet	986,100	542,400	1,044,000
Typical Investment per Square Foot	130	280	150
Added Capital Investment	\$128,193,000	\$151,872,000	\$156,600,000

Note: These estimates are based upon assumptions utilizing recent economic development activity. Economic conditions will vary over time that could result in a different outcome. Furthermore, these estimates are provided for planning purposes only.

Source: Cascade Planning Group.

Based upon recent market conditions and the proposed Master Plan, the entire area would generate almost 4,000 jobs, 1.53 million square feet of industrial and commercial space, 870 housing units, and at least \$436.7 million of capital investment. This is an increase of 700 jobs, 33,000 square feet of industrial and commercial space, 750 housing units, and \$175.0 million of capital investment.

SUMMARY OBSERVATIONS

Cascade Planning Group was contracted to provide an assessment of the need for employment zone land within the proposed 650.61 acre West Camas Master Plan; more specifically, to evaluate the development potential of the properties in question under current zoning. If a property is not likely to develop under current zoning, then the development potential on the property is examined under another similar employment zone (i.e. Business Park or Light Industrial). The final stage of the analysis examines if there is excess supply or shortage of employment land given “likely” long term market demand in the area; if there is an excess supply, then determine what other supporting use would complement economic development efforts within the West Camas Master Plan area

Market Influences. The high rate of unemployment has meant that companies have either gone out of business or reduced their workforce. This led to an increase in vacancy rates. Furthermore, companies that had once occupied built to suit or proprietary space began to flood the speculative market causing negative absorption. Many of these buildings were constructed for a unique user that makes them difficult to lease to the average business. Within East Clark County, this has masked the positive economic development activity. For example, large unique vacant buildings that have affected real estate trends include the former research & development paper mill buildings in Camas, former HP/SEH building along S.E. 34th Ave, former Union Carbide building in Washougal, Camas Post Office and the former Sharp Laboratories of America building in Camas.

Industrial Development. At the Port of Camas Washougal, the Port is at 100% occupancy. They have filled a couple of smaller 5,000 square foot or less spaces. But more importantly, they built a new 21,600 square foot building for Foods in Season and have leased up their former 13,620 square foot building to DS Fabrication. In Camas, Plexsys has added 10,000 square feet, IMT Bodycoat added 10,000 square feet, and 18,100 square feet has been absorbed at Camas Meadows. CID Bio-science rehabilitated a 5,400 square foot building. Taken together, this is 85,720 square feet of industrial space that has recently come on line.

Several new industrial buildings are either under construction or planned for construction within the near term. Alpha Tech is obtaining permits for a new 42,000 square foot building at Camas Meadows Corporate Center. The Port will add another 30,000 square feet adjacent to Foods In Season and potentially construct a third building amounting to at least 55,000 square feet for a single user. Matt Olsen is currently constructing a 60,000 square foot multi-tenant flex building along Lake Road across from WaferTech. A contract machine shop is also planning to construct 10,000 – 15,000 square feet for its rapidly growing business. Together this amounts to 197,000-202,000 square feet of industrial space over the next 18-24 months.

Commercial Development. At Camas Meadows, Logitech secured 47,000+ square feet in a building that sat vacant for over two years. Logitech also leased another 13,300 square feet within the adjacent building. Fisher Investments constructed a 5-story 115,000 square foot office building that it wholly occupies. Fisher Investments has also built a 30,000 square foot building for some of its back office support. A number of smaller spaces have secured tenants such as InnoTech American above Lutz Hardware. American Freight, Camas Washougal Economic Development Association, Columbia River Realty, Competitive Engineering, Transport Holdings, Washougal Sport & Spine, and several others have leased space at Washougal Town Square. Taken together, this is 215,000 square feet of Office space.

Several new office buildings are either under construction or planned for construction/improvement within the near term. Fisher Investments is constructing another 5-story 115,000 square foot office building that it will wholly occupy. Fuel Medical is moving into 10,000 square feet in Downtown Camas. Integra is moving its headquarters into the old HP/SEH building along S.E. 34th Ave. Banfield Pet Hospital announced plans for a 230,000 square foot office and training facility. Together this amounts to 410,000 square feet of Office related space over the next 18-24 months.

There have been some positive signs in retail, most notable within dining. Dining has been an underserved segment for the Camas-Washougal area. This particularly shows up in the sales leakage estimates (see Figure 11). Given the existing high vacancy rates and limited opportunities discussed earlier, not much retail is anticipated within the subject area. Current opportunities for sales leakage recapture are estimated at \$136.6 million. At average sales per square foot of \$500, this equates to 273,200 square feet. Future retail potential as a result of residential growth will generate another \$469.8 million or 939,600 square feet. With the presence of Columbia Tech Center and the 192nd Ave corridor already established retail centers with space to absorb future growth, the subject parcels will find it difficult to compete. Optimistically, the subject area might be able to attract 40% of the retail opportunity (or 273,000 square feet). At a typical retail floor area ratio (FAR) of 0.25, the subject area would support approximately 25 acres of retail development.

Economic Opportunities of Existing Zoning. Based upon recent market conditions and existing zoning, the entire area under consideration is projected to generate 3,300 jobs, 1.2 million square feet of industrial and commercial space, 120 housing units, and at least \$261.7 million of capital investment. Camas needs approximately 470 acres of employment land to meet 20-year market demands. This area has only 174 developable acres of employment land. The shortage in supply of *usable* employment land will lead to market demand being fulfilled elsewhere. Camas has 395 gross acres of employment land located at Camas Meadows and North Urban Growth Area (NUGA). However, the bulk of this is located at the Johnston Dairy Farm that currently has no infrastructure. If adequate infrastructure is not provided in a timely fashion, Camas could experience loss of economic opportunity and artificially depress long-term economic prospects. A simple means to address the potential near term shortage and provide a greater buffer in timing infrastructure is to re-zone a portion of the proposed Master Plan area to an employment zone that has more flexible development standards.

Economic Opportunities of Proposed Master Plan. Under the proposed zoning, the Master Plan Area would have 305.90 acres of property zoned industrial (i.e. LI/BP, BP, and LI) and 328.21 acres of commercially zoned (i.e. RC and CC) land. Approximately 156 acres of industrial and 113 commercial acres are developable. With 395 acres of employment land located elsewhere, Camas has a total of just over 604 acres of employment land. The City needs 470 acres to meet forecasted 20-year market demand. This means the city has a potential excess supply of 130+ acres of employment land.

One of the primary reasons for considering the land use changes is to address potential short-term supply deficit. However, the proposed changes increase the net usable employment land within the area by 60%, which should be more than adequate to meet any short-term market demands. With Camas having more than enough employment land to meet short term and long-term market demands, as well as, a strong residential market, the city will experience market pressure for multi-family residential development on the LI zoned properties. The Applicants have suggested a cap of 60 acres of land that would be zoned LI that could be developed as multi family under this proposal. The area would still have an increase in developable employment land (20%), but also allow other market opportunities to transpire. Residential development would assist in support of employment uses and lead to greater

utilization of infrastructure. As demonstrated by recently completed projects, residential development would be a relatively high price point product.

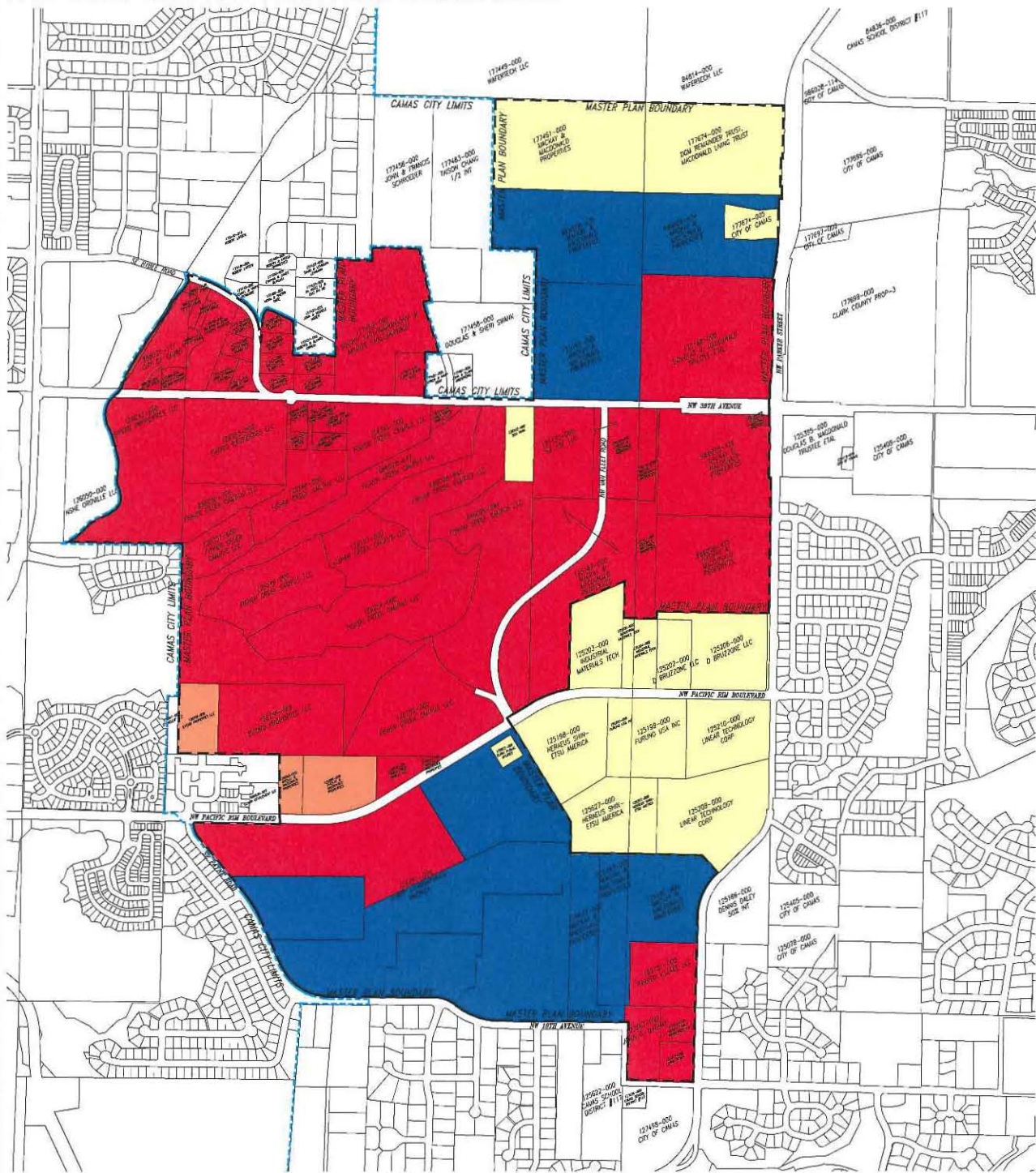
Based upon recent market conditions and the proposed Master Plan, the entire area is projected to generate almost 4,000 jobs, 1.53 million square feet of industrial and commercial space, 870 housing units, and at least \$436.7 million of capital investment. This is an increase of 700 jobs, 33,000 square feet of industrial and commercial space, 750 housing units, and \$175.0 million of capital investment.

END NOTES

- ¹ Information for this market analysis has been compiled from sources generally deemed to be reliable. However, Cascade Planning Group does not guarantee the accuracy of information obtain from third party data providers. The findings contained in this report are those solely of the authors; they should not be construed as representing the opinion of any other party prior to their express approval of the contents of this report.

GRASS VALLEY MASTER PLAN

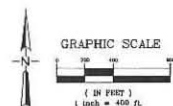
PROPOSED COMPREHENSIVE PLAN DESIGNATIONS



LEGEND

COLOR	ZONING DISTRICT (COMP. PLAN DESIGNATION)	AREA WITHIN MASTER PLAN BOUNDARY*
Yellow	LIGHT INDUSTRIAL/BUSINESS PARK (LI/BP) LI/BP ZONING (LI/BP)	52.95 ACRES
Red	COMMERCIAL (COM)	455.40 ACRES
Blue	INDUSTRIAL (IND) BP ZONING (IND)	132.57 ACRES
Orange	MULTI-FAMILY (MPF)	16.19 ACRES
TOTAL AREA WITHIN MASTER PLAN BOUNDARY		657.11 ACRES
TOTAL AREA OF PARCELS PROPOSED FOR CHANGE		158.96 ACRES

--- MASTER PLAN BOUNDARY
 CAMAS CITY LIMITS
 *AREAS PER CLARK COUNTY GIS INFORMATION



PDC: consultant3.ca
 FILE: J:\data\9000\9000\9000\9004\Planning\9054\Grass Valley Master Plan\Proposed Comp Plan.dwg

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
DATE: 02/28/17	DATE: 02/28/17
SCALE: 1" = 400'	SCALE: 1" = 400'
PROJECT: GRASS VALLEY MASTER PLAN	PROJECT: GRASS VALLEY MASTER PLAN
JOB NO. 0442.0181	JOB NO. 0442.0181
OWNER: 2011 CLARK COUNTY	OWNER: 2011 CLARK COUNTY
PROJECT: GRASS VALLEY MASTER PLAN	PROJECT: GRASS VALLEY MASTER PLAN
SHEET	SHEET
MP2	MP2

GRASS VALLEY MASTER PLAN

NW 1/4 SEC. 4; SEC. 5, NE 1/4 SEC. 8; NW 1/4 SEC. 8; SW, SE & NW 1/4 SEC. 35;
 NW & SW 1/4 SEC. 00 T1N R0E W.M.

OLSON LAND SURVEYORS
 ENGINEERS

ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660

20-885-100
 20-299-893

ORDINANCE NO. 2720

AN ORDINANCE amending Section 18.07.030, Table 1 – Commercial and Industrial Land Uses, of the Camas Municipal Code.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

Section 18.07.030, Table 1 – Commercial and Industrial Land Uses of the Camas Municipal Code is hereby amended as to those subsections as specifically set forth in Exhibit “A”, attached hereto and by this reference incorporated herein.

Section II

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

PASSED BY the Council and APPROVED by the Mayor this 15th day of December, 2014.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT "A"

Note: This is an excerpt from the full table, and the amendments are limited to those shown below.

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Residential Uses									
Adult family home	C	P	P	X	P	X	X	PX	X
Assisted living	C	P	P	X	P	X	X	X	X
Bed and breakfast	P	P	P	X	P	X	X	PX	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	PX	X
Group home	C	P	P	X	P	X	X	PX	X
Home occupation	P	P	P	X	P	X	X	PX	X
Housing for the disabled	P	P	P	X	P	X	X	X	X
Apartment	X	P	X	X	P	X	X	PX	X
Residence accessory to and connected with a business	P	P	P	X	P	X	X	PX	X
Single-family attached (e.g. rowhouses)	X	C/P ⁷	X	X	P	X	X	X	X
Single-family dwelling	X	X	X	X	P	X	X	X	X

ORDINANCE NO. 2721

AN ORDINANCE adopting a new Chapter 3.86 of the Camas Municipal Code, relating to the imposition of a multi-family housing tax exemption program.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

A new Chapter 3.86 of the Camas Municipal Code is hereby added to provide as set forth in Exhibit "A", attached hereto and by this reference incorporated herein.

Section II

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

PASSED BY the Council and APPROVED by the Mayor this 15th day of December, 2014.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT A

Chapter 3.86 MULTI-FAMILY HOUSING TAX EXEMPTION

Sections:

3.86.010 Purpose.

3.86.020 Definitions.

3.86.030 Residential target area designation and standards.

3.86.040 Tax exemptions for multi-family housing in residential target areas.

3.86.050 Downtown District: Standards and Guidelines

3.86.060 NW 6th Avenue Corridor District: Standards and Guidelines

3.86.070 NE 3rd Avenue District: Standards and Guidelines

3.86.010 Purpose.

It is the purpose of this ordinance to encourage new private multi-housing development and redevelopment within designated urban centers to accommodate future population growth, provide places to live close to employment, shopping, entertainment, and transit services and encourage affordable housing where appropriate.

3.86.020 Definitions.

- A. "Affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low or moderate-income households.
- B. "Director" means the Director of the City's Community Development Department or authorized designee.
- C. "Household" means a single person, family or unrelated persons living together.
- D. "Growth management act" means chapter 36.70A RCW.
- E. "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States Department of Housing and Urban Development. For cities located in high-cost areas, "low-income household" means a household that has an income at or below one hundred percent of the median family income adjusted for family size, for the county where the project is located.
- F. "Moderate-income household" means a single person, family, or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development. For cities located in high-cost areas, "moderate-income household" means a household that has an income that is more than one hundred percent, but at or below one hundred fifty percent, of the median family income

adjusted for family size, for the county where the project is located.

- G. "Multi-family housing" means building(s) having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings.
- H. "Owner" means the property owner of record.
- I. "Permanent residential occupancy" means multi-family housing that provides either rental or owner occupancy for a period of at least one month. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis.
- J. "Rehabilitation improvements" means modifications to existing structures that are vacant for 12 months or longer, or modification to existing occupied structures which convert non-residential space to residential space and/or increase the number of multi-family housing units.
- K. "Residential target area" means an area within an urban center that has been designated by the City Council as lacking sufficient, available, desirable, and convenient residential housing to meet the needs of the public.
- L. "Urban center" means a compact identifiable district containing several business establishments, adequate public facilities, and a mixture of uses and activities, where residents may obtain a variety of products and services.

3.86.030 Residential target area designation and standards.

- A. Criteria. Following a public hearing, the city council may, in its sole discretion, designate one or more residential target areas. Each designated target area must meet the following criteria, as determined by the city council:
 - 1. The target area is located within an urban center;
 - 2. The target area lacks sufficient available, desirable, affordable, and convenient residential housing to meet the needs of the public who would likely live in the urban center if desirable, affordable, attractive, and livable places were available; and
 - 3. The providing of additional housing opportunity in the target area will assist in achieving the following purposes:
 - a. Encourage increased residential opportunities within the target area, including affordable housing opportunities; or
 - b. Stimulate the construction of new multi-family housing and/or the rehabilitation of existing vacant and under-utilized buildings for multi-family housing; or
 - c. Where appropriate, stimulate the construction, rehabilitation or conversion of existing vacant and underutilized multi-family rental units to owner occupied multi-family housing as such property redevelops.

4. In designating a residential target area, the city council may also consider other factors, including, but not limited to: whether additional housing in the target area will attract and maintain an increase in the number of permanent residents; whether an increased residential population will help alleviate detrimental conditions in the target area; and whether an increased residential population in the target area will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020. The city council may, by ordinance, amend or rescind the designation of a residential target area at any time pursuant to the same procedure as set forth in this chapter for original designation.
 5. When designating a residential target area, the city council shall give notice of a hearing to be held on the matter and that notice shall be published once each week for two consecutive weeks, not less than seven days nor more than 30 days before the date of the hearing. The notice must state the time, date, place and purpose of the hearing and generally identify the area proposed to be designated.
- B. Target Area Standards and Guidelines. After designation of a residential target area, the city council shall adopt and implement standards and guidelines for both new construction and rehabilitation, including the application process and procedures and requirements that address demolition of existing structures and site utilization. The decision making process must include findings of compliance with RCW 84.14.060. The city council may also adopt guidelines which include parking, height, density, environmental impact, home ownership, public benefit features, compatibility with the surrounding property and such other amenities as will attract and keep permanent residents and will properly enhance the livability of the residential target area.

The required amenities shall be relative to the size of the proposed project and the tax benefit to be obtained.

- C. Designated Target Areas. The “following residential target areas” are designated in the City of Camas:
1. Downtown District: Located between NE Adams Street and NE Garfield Street and between the area southeast of the Mill Ditch and northeast of the Burlington Northern Pacific Railway; together with that area of land located between NE Garfield and NE Joy and southeast of NE 3rd Avenue and northeast of the Washougal River; and, together with that area located between NE Division and NE Adams and southeast of the Mill Ditch and northeast of NE 6th Avenue.
 2. NW 6th Avenue Corridor District: Located between NW Ivy Street and NW Drake and south of NW 7th Avenue and north of NW 6th Avenue.
 3. NE 3rd Avenue District: generally located south of NE 3rd Avenue, west of NE Sumner and northeast of NE 3rd Loop.

3.86.040 Tax exemptions for multi-family housing in residential target areas.

- A. Intent. Limited eight or twelve year exemption from ad valorem property taxation for multi-family housing in urban centers are intended to:
1. Encourage increased residential opportunities within urban centers designated by the city council as residential target areas;
 2. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multi-family housing in residential target areas to increase and improve housing opportunities;
 3. Assist in directing future population growth to designated urban centers, thereby reducing development pressure on single-family residential neighborhoods; and
 4. Achieve development densities which are more conducive to transit use in designated urban centers.
 5. Encourage new construction or rehabilitation of owner-occupied multi-family housing where identified as desirable; and
 6. Encourage affordable housing.
- B. Duration of Exemption. The value of improvements qualifying under this chapter will be exempt from ad valorem property taxation for: (1) Eight successive years where all applicable criteria under this chapter except affordability criteria referenced at CMC 3.86.040.D.8 are met, or (2) Twelve successive years if all applicable criteria herein including affordability are met. In both cases the duration of exemption shall be measured beginning January 1 of the year immediately following the calendar year after issuance of the Final Certificate of Tax Exemption.
- C. Limits on Exemption. The exemption does not apply to the value of land or the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter.
- D. Project Eligibility. A proposed project must meet the following requirements for consideration for a property tax exemption:
1. Location. The project must be located within a residential target area, as designated in Section 3.86.030.
 2. Tenant Displacement Prohibited. Property proposed to be rehabilitated must be vacant at least twelve months before submitting an application and fail to comply with one or more standards of the applicable City adopted state or local building or housing codes.
 3. Size. The project must include at least four units of multi-family housing within a residential structure or as part of a mixed-use development. A minimum of four new units must be constructed or at least four additional multi-family units must be added to existing occupied multi-family housing. Existing multi-family housing that has been vacant for 12 months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multi-family housing. More specific sizing requirements may be established for each residential target area.

4. Permanent Residential Housing. At least 50 percent of the space designated for multi-family housing must be provided for permanent residential occupancy, as defined in Section 3.86.020.
 5. Proposed Completion Date. New construction multi-family housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the application.
 6. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements must comply with all applicable housing codes. New construction must comply with the Uniform Building Code. The project must also comply with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed.
 7. Owner Occupancy. Projects within a residential target area that are developed for owner-occupancy shall include an agreement or other guarantee acceptable to the Director ensuring that some or all of the units within the project are used for purposes of owner-occupancy.
 8. Affordability. To be eligible for twelve year tax abatements under this chapter, applicants must commit to renting or selling at least 20% of units as affordable housing to low and moderate income households as defined herein. Projects intended exclusively for owner occupancy may meet this standard through housing affordable to moderate-income households.
- E. Application Procedure. A property owner who wishes to propose a project for a tax exemption shall complete the following procedures:
1. File with the city's Community Development Department the required application and the required fees. The initial application fee to the city shall consist of a base fee of \$300, plus \$50 per multi-family unit, up to a maximum total fee to the city of \$1,000. An additional \$100 fee to cover the Clark County Assessor's administrative costs shall also be paid to the city. If the city denies the application, the city will retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant.
 2. A complete application shall include:
 - a. A completed City of Camas multi-family limited tax exemption application form setting forth the grounds for the exemption;
 - b. Preliminary floor and site plans of the proposed project demonstrating compliance with the guidelines and standards of this chapter;
 - c. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter;
 - d. Verification by oath or affirmation of the information submitted.
 - e. A detailed project budget, financing plan and operating projection; and
 - f. For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of 12 months prior to filing the

application and shall secure from the city verification of property noncompliance with the city's minimum housing code.

- F. **Application Review and Issuance of Conditional Certificate.** The director may certify as eligible an applicant who is determined to comply with the requirements of this chapter. A decision to approve or deny an application shall be made within 90 days of receipt of a complete application.
1. **Approval.** If an application is approved, the applicant shall enter into a contract with the city, subject to approval by the city council in a form of a resolution, regarding the terms and conditions of the project. Upon council approval of the contract, the Director shall issue a Conditional Certificate of Acceptance of Tax Exemption. The Conditional Certificate shall expire three years from the date of approval unless an extension is granted as provided in this chapter.
 2. **Denial.** If an applicant is denied, the Director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten days of the denial. An applicant may appeal a denial to the city council within 30 days of receipt of notice. On appeal, the Director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the Director's decision. The city council's decision on appeal will be final.
- G. **Extension of Conditional Certificate.** The Conditional Certificate may be extended by the Director for a period not to exceed 24 consecutive months. The applicant must submit a written request stating the grounds for the extension, accompanied by a \$100 processing fee. An extension may be granted if the Director determines that:
1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the applicant;
 2. The applicant has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
 3. All the conditions of the original contract between the applicant and the city will be satisfied upon completion of the project.
- H. **Application for Final Certificate.**
1. Upon completion of the improvements agreed upon in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a Final Certificate of Tax Exemption. The applicant must file with the City's Community Development Department the following:
 - a. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - b. A description of the completed work and a statement that the rehabilitation improvements or new construction on the owner's property qualify the property for limited exemption;
 - c. If applicable, a statement that the project meets the affordable housing requirements as described in RCW 84.14.020; and

- d. A statement that the work was completed within the required three-year period plus any authorized extension.
2. Within 30 days of receipt of all materials required for a Final Certificate, the Director shall determine which specific improvements satisfy the requirements whether the work completed, and the affordability of the units, is consistent with the application and the contract approved by the city and is qualified for a limited tax exemption under this chapter.

I. Issuance of Final Certificate.

1. Review and Approval. If, after reviewing, the application for Final Certificate, the Director determines that the project has been completed in accordance with the contract between the applicant and the city and has been completed within the authorized time period, the city shall, generally within ten days, file a Final Certificate of Tax Exemption with the Clark County Assessor.
2. Denial. The Director shall notify the applicant in writing that a Final Certificate will not be filed if the Director determines that:
 - a. The improvements were not completed within the authorized time period;
 - b. The improvements were not completed in accordance with the owner's application or the contract between the applicant and the city; including if applicable affordable housing requirements; or
 - c. The owner's property is otherwise not qualified under this chapter.
3. Appeal. Within 14 days of receipt of the Director's denial of a Final Certificate, the applicant may file an appeal with the city council. On appeal, the Director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the Director's decision.

The city council's decision on appeal will be final.

J. Annual Compliance Review. Thirty days after the first anniversary of the date of filing the Final Certificate of Tax Exemption and each year thereafter, for the duration of the tax exemption, the owner of the rehabilitated or newly constructed property shall file a notarized declaration with the Director that includes the following:

1. A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
2. A certification that the property continues to be in compliance with the contract with the city including any provisions related to affordable housing; and
3. A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
4. The total monthly rent or total sale amount for each unit;

5. For exemptions granted under the affordable housing provisions of this chapter, the income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase; and
6. For exemptions granted under the affordable housing provisions of this chapter, documentation showing that twenty percent (20%) of the units were rented or sold as affordable housing to low or moderate income households.

The property owner must maintain records supporting this declaration and those records and the multi-family units are subject to inspection by the city. Failure to submit the annual declaration or maintain adequate records may result in the tax exemption being canceled.

- K. Annual Report. By December 31 of each year the city has any outstanding limited multi-family tax exemptions the city shall submit a report to the State providing the information required by RCW 84.14.
- L. Cancellation of Tax Exemption. If the Director determines the owner is not complying with the terms of the contract, the tax exemption will be canceled. This cancellation may occur in conjunction with the annual review or at any other time when non-compliance has been determined. If the owner intends to convert the multi-family housing to another use or otherwise discontinues compliance with this chapter, the owner must notify the Director and the Clark County Assessor within 60 days of the change in use.
 1. Effect of Cancellation. If a tax exemption is canceled due to a change in use or other noncompliance, the Clark County Assessor may impose an additional tax on the property, together with the interest and penalty, and a priority lien may be placed on the land, pursuant to RCW84.14.
 2. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the Director shall notify the property owner by certified mail. The property owner may appeal the determination by filing a notice of appeal with the city clerk within 30 days, specifying the factual and legal basis for the appeal. The city council will conduct a hearing at which all affected parties may be heard and all competent evidence received. The city council will affirm, modify, or repeal the decision to cancel the exemption based on the evidence received. An aggrieved party may appeal the city council's decision to the Clark County Superior Court.

3.86.050 Downtown District: Standards and Guidelines

In approving a tax exemption under CMC 3.86.040 and in addition to compliance with the requirements of the underlying zone and design and developments standards under Title 17 and Title 18 of the Camas Municipal code, the following standards and guidelines shall be applicable within the Downtown District:

A. Standards:

1. Size: The project must include at least four new or additional units of multi-family housing located on the second floor or higher in a mixed use building in which the ground floor is dedicated in whole to commercial uses. The building shall include no

ground floor residential units.

2. **Parking:** All multi-family units regardless of the underlying zone shall include off-street parking and as provided in in CMC 18.11.130 or alternately as otherwise specified through a development agreement.
3. **Building Height:** Maximum of 45 feet and three (3) stories.
4. Where the project includes six or more multi-family units, an outdoor commons consisting of a minimum 200 square feet shall be provided and include seating and tables for a minimum 12 people. This requirement may be incorporated into seating or dining areas for commercial uses on the ground floor, through common balconies or rooftop improvements.

B. Guidelines:

1. **Connectivity:** The project must demonstrate that pedestrian circulation from the project site to NE Fourth Avenue within the district is enhanced or improved.
2. **Parking:** Demonstration that existing street parking will not be reduced in number or will be offset by an equal or better number of parking spaces made available for public parking.

3.86.060 NW 6th Avenue Corridor District: Standards and Guidelines

In approving a tax exemption under CMC 3.86.040 and in addition to compliance with the requirements of the underlying zone and design and developments standards under Title 17 and Title 18 of the Camas Municipal code, the following standards and guidelines shall be applicable within the NW 6th Avenue District:

A. Standards:

1. **Size:** The project must include at least four new or additional units of multi-family housing located on the second floor or higher in a mixed use building in which the ground floor is dedicated in whole to commercial uses. The building shall include no ground floor residential units.
2. **Parking:** All multi-family units regardless of the underlying zone shall include off-street parking and as provided in in CMC 18.11.130 or alternately as otherwise specified through a development agreement.
3. **Building Height:** Maximum of 45 feet and three (3) stories.
4. Where the project includes six or more multi-family units, an outdoor commons consisting of a minimum 200 square feet shall be provided and include seating and tables for a minimum 12 people. This requirement may be incorporated into seating or dining

areas for commercial uses on the ground floor, through common balconies or rooftop improvements.

B. Guidelines:

1. **Connectivity:** The project must demonstrate that pedestrian circulation from the project site to NW Sixth Avenue within the district is enhanced or improved.
2. **Parking:** Demonstration that existing street parking will not be reduced in number or will be offset by an equal or better number of parking spaces made available for public parking.

3.86.070 NE 3rd Avenue District: Standards and Guidelines

In approving a tax exemption under CMC 3.86.040 and in addition to compliance with the requirements of the underlying zone and design and developments standards under Title 17 and Title 18 of the Camas Municipal code, the following standards and guidelines shall be applicable within the NWE 3rd Avenue District:

A. Standards:

1. **Size:** The project must include at least four new or additional units of multi-family housing located on the second floor or higher in a mixed use building in which the ground floor is dedicated in whole to commercial uses. The building shall include no ground floor residential units.
2. **Parking:** All multi-family units regardless of the underlying zone shall include off-street parking and as provided in in CMC 18.11.130 or alternately as otherwise specified through a development agreement.
3. **Building Height:** Maximum of 45 feet and three (3) stories.
4. Where the project includes six or more multi-family units, an outdoor commons consisting of a minimum 200 square feet shall be provided and include seating and tables for a minimum 12 people. This requirement may be incorporated into seating or dining areas for commercial uses on the ground floor, through common balconies or rooftop improvements.

B. Guidelines:

1. **Connectivity:** The project must demonstrate that pedestrian circulation from the project site to NE Fourth Avenue within the district is enhanced or improved.
2. **Parking:** Demonstration that existing street parking will not be reduced in number or will be offset by an equal or better number of parking spaces made available for public parking.