



CITY COUNCIL MEETING AGENDA
Monday, March 3, 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 February 18, 2014, Camas City Council Meeting and the work session minutes of February 18, 2014.
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize the Mayor to execute Change Order No. 2 for Project WS-713 Wastewater Treatment Facilities Improvements, Phase 2B, to Contractors Northwest, Inc., in the amount of \$5,061.00. Change Order No. 2 includes five items totaling \$5,061.00. All items listed in Change Order No. 2 are for additional work items required during construction or deleted work items. These items amount to about 0.03 percent of the \$17 million dollar total project. External funding sources for this project total \$17,543,300.00. (submitted by James Carothers)
- D. Authorize Pay Estimate No. 10 Final for Project WS-713 Wastewater Treatment Facilities Improvements (WWTF), Phase 2B, in the amount of \$31,206.75 to Contractors Northwest, Inc., for work completed through February 20, 2014, and accept project as complete. The project is budgeted and fully funded. (submitted by James Carothers)
- E. Authorize Pay Estimate No. 8 for Project P-862 Lacamas Lake Lodge Building Improvements payable to JWC LLC General Contractor in the amount of \$55,630.33 for the work period ending February 24, 2014. (submitted by James Carothers)
- F. Authorize the Mayor to relinquish the City's interest in a portion of an access easement located within Phase 4 of the Summit at Columbia Vista Subdivision. (submitted by James Carothers)

- G. Authorize the Mayor to sign Verizon Facilities Lease Amendment No. 2 which updates the Verizon Wireless antenna configuration shown in Exhibit B (attached) at the Upper Prune Hill Reservoir site. (submitted by Eric Levison)
- H. Authorize the City Administrator to sign the copier lease and maintenance agreement for the City's Community Development Department. This is a monthly lease for five years at 5.28% interest with US Bank. The overall cost of the copier is \$9,625 with \$8,443 for the copier and \$1,182 in interest. The maintenance agreement is paid by the fee per copy, \$.008 for black and white and \$0.052 for color copies. (submitted by Cathy Huber Nickerson)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements

VIII. COMMUNITY DEVELOPMENT

- A. Public Hearing – Goodwin Road Annexation (File No. ANNEX14-01)
 - 1. Details: Conduct a public hearing regarding annexing a portion of NE Goodwin Road to the City of Camas, pursuant to the provisions of Revised Code of Washington (RCW) 35A.14.300 *Annexation for Municipal Purposes*.
Department/Presenter: Phil Bourquin, Community Development Director
Recommended Action: Conduct a public hearing and take public testimony. The ordinance for the annexation is included as the next agenda item.
- B. Ordinance No. 2696 – Goodwin Road Annexation (File No. ANNEX14-01)
 - 1. Details: Ordinance No. 2696 annexing a portion of NE Goodwin Road to the City of Camas.
Department/Presenter: Phil Bourquin, Community Development Director
Recommended Action: Move to approve the adoption of Ordinance No. 2696
- C. Final Plat for the Summit at Columbia Vista Phases 3 and 4 (File No. FP13-04)
 - 1. Details: The Summit at Columbia Vista is a 122 lot subdivision that is approved with four phases. The request is for approval of the final phases, Phase 3 with 26 lots and Phase 4 with 12 lots. The property is generally located north of NW 16th Avenue and NW Klickitat Street along the western flank of Prune Hill.
Department/Presenter: Phil Bourquin, Community Development Director
Recommended Action: Approve the final plat for the Summit at Columbia Vista, Phases 3 and 4

IX. PUBLIC COMMENTS

X. EXECUTIVE SESSION

A. Potential Litigation

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
Tuesday, February 18, 2014 at 7:00 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

Mayor Scott Higgins called the meeting to order at 7:00 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: Phil Bourquin, Pete Capell, James Carothers, Leisha Copsey, Eric Levison, and Shawn MacPherson

Press: There were no members of the press present

IV. PUBLIC COMMENTS

There were no comments from the public.

Mayor Higgins stated that item "H" on the consent agenda is to authorize him to appoint three Council members to the Joint Policy Advisory Committee (JPAC) and that he is appointing Anderson, Chaney and Turk.

V. CONSENT AGENDA

A. Approved the minutes of the February 3, 2014, Camas City Council Meeting, the Work Session minutes of February 3, 2014, and the 2014 Planning Conference Meeting minutes of January 24th and January 25th, 2014.

February 3, 2014, Council Meeting Minutes 

February 3, 2014, Workshop Meeting Minutes 

[January 24, 2014, Planning Conference Meeting Minutes](#) 

[January 25, 2014, Planning Conference Meeting Minutes](#) 

- B.** Approved claim checks numbered 120003-120172 in the amount of \$1,886,834.06.
- C.** Authorized the write-off of the January 2014 Emergency Medical Services (EMS) billings in the amount of \$57,048.04. 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.** Authorized the Release of Final Retainage for Project P-883A Police Station Fence and Security Gates to Town & Country Fence Company of Oregon in the amount of \$1689.90. The payment is for work completed in November/December 2013. (submitted by Eric Levison)

[Release of Final Retainage](#) 

- E.** Authorized the Release of Final Retainage for Project P-883B Police Station Fence Electrical Work to Haskin Electric in the amount of \$518.64. The final retainage is for work completed in December 2013. (submitted by Eric Levison)

[Release of Final Retainage](#) 

- F.** Authorized Pay Estimate No. 4 (final) for Project P-862B Heritage Park Boat Launch and Parking Improvements to Tapani, Inc. in the amount of \$58,787.97 for the work period ending February 2014. (submitted by James Hodges)

[Pay Estimate No. 4](#) 

- G.** Authorized Pay Estimate No. 11 (final) for Project S-545 NW 38th Avenue/SE 20th Street Extension Roadway Improvements, Phase 1, to Tapani, Inc. in the amount of \$7,299 and accept the project as complete. The pay estimate is for work completed on project documentation. (submitted by Anita Ashton)

[Pay Estimate No. 11](#) 

- H.** Authorized the Mayor to appoint three members to the Joint Policy Advisory Committee (JPAC). As part of the Interlocal Agreement (ILA) that provides for the contracting of fire and EMS, the Mayor is required to appoint three current Council members to sit on the JPAC. This committee must meet at least annually to review the provisions of the ILA and the services provided. This item was on this evening's workshop agenda for discussion. (submitted by Nick Swinhart)

- I. Authorized Pay Estimate No. 1 for Project WS-709D Water Transmission Main to Rotschy, Inc. in the amount of \$807,234.10 for work completed through January 21, 2014. This project is financed through the State of Washington Public Works Board Drinking Water State Revolving Loan Fund with funds obtained from the U.S. Environmental Protection Agency and the Washington Department of Health. The project is budgeted and fully funded. (submitted by James Hodges)

[Pay Estimate No. 1](#) 

- J. Authorized the City Administrator to sign the Street and Maintenance Agreement with Summit at Columbia Vista, Phase 4, Homeowners Association (HOA). This agreement requires the HOA to maintain a private street and storm collection system located within a 30 foot access easement over the Ash Creek Park property. This agreement absolves the City from maintenance responsibilities of the private roadway and related stormwater collection system. Staff anticipates that the final plat for the Summit at Columbia Vista, Phases 3 & 4 will be on the March 3rd Council Agenda for approval. (submitted by James Carothers)

[Street and Utility Maintenance Agreement](#) 

- K. Authorized Pay Estimate No. 9 for Project WS-713 Wastewater Treatment Facilities Improvements, Phase 2B, to Contractors Northwest, Inc. in the amount of \$69,063.72 for work completed through January 24, 2014. This project is budgeted and fully funded. (submitted by James Hodges)

[Pay Estimate No. 9](#) 

- L. Authorized the Mayor to sign an indemnification agreement with Stoneleaf JV, LLC. Stoneleaf agrees to release the City for any and all claims, losses or expenses arising from any claim by Stoneleaf against the City relating to the failure of the City to process the applications due to a claim by the owners related to their consent. The pending applications are to subdivide 5.58 acres, which are located at NW Pacific Rim Boulevard and Lorenz Street. The property is currently a condominium development, with site plan, design review, and construction approvals. (submitted by Sarah Fox)

[Stoneleaf Indemnification Agreement](#) 

[Exhibits A-J \(large file - it may take a few minutes to load\)](#) 

It was moved by Melissa Smith, seconded by Tim Hazen to approve the Consent Agenda and the Mayor's appointments to the JPAC. The motion carried unanimously.

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

Community Development Director Phil Bourquin invited Council to a meet-n-greet that will be held in the Council Chambers on Monday, February 24th to meet the new staff members that have recently been hired.

B. Council

Hogan complimented staff for doing a great job during the inclement weather.

VII. MAYOR

A. Announcements

Mayor wished Chaney a happy birthday and announced that Hazen's birthday is Thursday.

VIII. PUBLIC WORKS

A. Ordinance No. 2695 Revising Camas Municipal Code (CMC) 12.40.340(F)

Details: This ordinance changes the responsible party for making exceptions to the cemetery rules from City Council to City Administrator.

Department/Presenter: Eric Levison, Public Works Director

Ordinance No. 2695 

It was moved by Linda Dietzman, seconded by Greg Anderson that Ordinance No. 2695 be read by title only. The motion carried unanimously.

It was moved by Linda Dietzman, seconded by Don Chaney that Ordinance No. 2695 be adopted and published according to law. The motion carried unanimously.

B. Resolution No. 1286 Regarding Emergency Sewer Main Repair on NW 6th Avenue

Details: This is a resolution waiving bidding requirements for a sewer main repair on NW 6th Avenue due to existence of an emergency.

Department/Presenter: Eric Levison, Public Works Director

Resolution No. 1286 

It was moved by Shannon Turk, seconded by Steve Hogan that Resolution No. 1286 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Steve Hogan that Resolution No. 1286 be adopted. The motion carried unanimously.

IX. PUBLIC COMMENTS

There were no comments from the public.

X. EXECUTIVE SESSION

A. Property Acquisition

B. Potential Litigation

The meeting recessed at 7:09 p.m., for discussion about property acquisition and potential litigation for an estimated 15 minutes. No further action will be taken. Mayor Higgins extended the executive session for an additional 10 minutes.

The meeting reconvened at 7:40 p.m.

XI. ADJOURNMENT

The meeting adjourned at 7:41 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 February 13, 2014

[Council Agenda with Supporting Documents](#) 

Mayor

City Clerk



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Tuesday, February 18, 2014 at 4:30 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: Phil Bourquin, Pete Capell, James Carothers, Leisha Copsey, Sherry Coulter, Cathy Huber Nickerson, Eric Levison, and Nick Swinhart

Press: There were no members of the press present

III. PUBLIC COMMENTS

Chris Kralik, 631 NW 18th Loop, Camas, WA, commented about the need for public notification concerning future street maintenance and projects.

IV. PUBLIC WORKS DEPARTMENT

A. Verizon Franchise Amendment No. 2 for Upper Prune Hill Reservoir Site

Details: Verizon Wireless is requesting the amendment to update the antenna configuration as shown in Exhibit B.

Department/Presenter: Eric Levison, Public Works Director

[Verizon Franchise Amendment No. 2](#) 

[Verizon Site Drawings](#) 

This item will be placed on the March 3, 2014, Consent Agenda for Council's consideration.

B. Light Emitting Diode (LED) Street Light Discussion

Details: The City retained Ecosafe Lighting to conduct a study on the feasibility of LED street lights for both future development and to examine the Return On Investment (ROI) of the existing street light inventory.

Department/Presenter: Eric Levison, Public Works Director

Ecosafe Lighting Study

After discussion, Council directed staff to move towards developing a policy to require LED lighting standards for all new development and to pursue a programmatic replacement of existing street lights with LED technology.

C. NW 6th Avenue Emergency Sewer Main Repair

Details: This is a resolution waiving competitive bidding requirements for a sewer main repair on NW 6th Avenue due to the existence of an emergency pursuant to the Revised Code of Washington (RCW) 39.04.280.

Department/Presenter: Eric Levison, Public Works Director

Resolution No. 1286

Resolution No. 1286 was on this evening's regular agenda for Council's consideration.

D. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items.

Department/Presenter: Eric Levison, Public Works Director

Levison gave Council a brief update about the issues caused by the recent storm.

V. COMMUNITY DEVELOPMENT DEPARTMENT

A. Change Order No. 2 for Project WS-713 Waste Water Treatment Facility (WWTF) Improvements, Phase 2B

Details: Change Order No. 2 includes four items totaling \$5,061.00. All items listed in Change Order No. 2 are for additional work required during construction. These items amount to about 0.03 percent of the original \$17 million total project. This project is funded by a \$10 million Public Works Trust Fund Loan and a \$6,543,300 Department of Ecology State Revolving Fund Loan. The project is budgeted and fully funded. The total project budget is \$16,543,300; the 2014 budget balance is \$670,000 +/-; this change order request is for \$5,061; and the estimated cost to complete the project is \$745,000 +/- . The project deficit of \$80,000 will be funded by the Sewer Utility Fund.

Department/Presenter: James Carothers, Engineering Manager

Change Order No. 2

This item will be placed on the March 3, 2014, Consent Agenda for Council's consideration.

B. Partial Relinquishment of Easement

Details: There currently exists a 60 foot wide access easement on the east edge of the Ash Creek Park property and on the west edge of Summit at Columbia Vista, Phase 4. The centerline of this easement is the shared property line. As the Summit at Columbia Vista developer has constructed a public access to the park, the City no longer holds any interest in the easterly 30 feet of this easement.

Department/Presenter: James Carothers, Engineering Manager

Partial Relinquishment of Easement 

Staff will bring this document to a future Council meeting for approval.

C. Street and Utility Maintenance Agreement

Details: This agreement requires the Summit at Columbia Vista, Phase 4, Homeowner's Association to maintain a private street and storm collection system located within a 30 foot access easement over the Ash Creek Park property. This agreement absolves the City from maintenance responsibilities of the private roadway and related stormwater collection system. Staff anticipates that the final plat for the Summit at Columbia Vista, Phases 3 and 4 will be on the March 3rd Council Agenda for approval.

Department/Presenter: James Carothers, Engineering Manager

Street and Utility Maintenance Easement 

The agreement has been placed on this evening's consent agenda for Council's consideration in order to reference the agreement's auditors file number on the face of the plat before the final plat comes before Council for approval.

D. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items.

Department/Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous or emergent items.

VI. FIRE DEPARTMENT

A. Mayoral Appointment of Joint Policy Advisory Committee (JPAC) Members

Details: As part of the interlocal agreement (ILA) that provides for the contracting of fire and emergency medical services, the Mayor is required to appoint three

current Council members to sit on the JPAC. This committee must meet at least annually to review the provisions of the ILA and the services provided.

Department/Presenter: Nick Swinhart, Fire Chief

Mayor Higgins stated that he intends to appoint Council members Anderson, Chaney and Turk to the JPAC Committee.

This item has been placed on this evening's consent agenda for Council's consideration.

VII. FINANCE DEPARTMENT

A. 2013 Financial Performance

Details: This presentation was the quarterly review of the City's financial performance. This presentation opened with a review of the 2013 local and national economy and the impact on the City's revenues. Staff followed with an overview of the City's 2013 Budget performance. The rest of the presentation included a review of the City's investment portfolio's performance, the outstanding long term and short term debt and the projected fund balance. The presentation concluded with a discussion of the 2014 outlook.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[2013 Financial Performance Presentation \(attachment added February 18, 2014\)](#)



VIII. CITY ADMINISTRATION

A. Miscellaneous and Scheduling

Details: Updates on Miscellaneous or scheduling items.

Department/Presenter: Pete Capell, City Administrator

Capell announced that two new employees have been hired and will be starting to work for the City on Monday, February 24th. Robert Maul was hired as the Planning Manager and Leona Langlois was hired as an Accountant.

He stated that he is going to begin implementing some mandatory management and leadership training for all of the managers and supervisors.

Capell gave Council a brief overview of the meeting that he had last week with representatives of the Camas School District and their interest in joint Federal Emergency Management Agency (FEMA) response training. He added that there will be a four hour FEMA training for community leaders on Wednesday, March 19th and recommended that he, Mayor and a few Council members attend it. He also spoke about several other training opportunities.

IX. COUNCIL COMMENTS AND REPORTS

Hogan gave a brief report about the Downtown Camas Association (DCA).

Chaney complimented staff for all of their hard work during the inclement weather. He also commented about the marijuana initiative, the City/School meeting mentioned by Capell and some concerns regarding Fallen Leaf Lake Park that a citizen approached him about.

Hazen responded to Chaney's comments about Fallen Leaf Lake Park. Discussion ensued.

Mayor Higgins stated that he was also impressed with the excellent job that staff did during the inclement weather.

Anderson commented about the Mayor's blog and asked if advisory notices can be posted about the restricted parking on priority routes during inclement weather that requires the streets to be snow plowed. Levison responded to Anderson's comments.

Smith gave Council a brief update about the Regional Transportation Council (RTC) meeting that she attended.

Mayor remarked that there is nothing new to report about the C-Tran Composition Board.

X. PUBLIC COMMENTS

Chris Kralik, 631 NW 18th Loop, Camas, WA, commented about the sound system in the Council Chambers and thanked staff for their efforts during the storm.

XI. ADJOURNMENT

The meeting adjourned at 5:54 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 February 13, 2014

[Workshop Agenda with Supporting Documents](#) 

Mayor

City Clerk

CHANGE ORDER

| | | | |
|--------------------------|--|----------------------------------|--|
| Project Title | Wastewater Treatment Facilities Improvements – Phase 2B | | |
| Owner | City of Camas | Contractor Name | Contractors Northwest, Inc. |
| Change Order No. | 2 | Contractor Address | 3731 N Ramsey Road P.O. Box 6300 Coeur d'Alene, ID 83719-0689 |
| Change Order Date | 2/4/2014 | | |
| G&O No. | 11505 | City of Camas Project No. | WS-713 |

The following changes, as itemized below, are hereby made to the Contract Documents:

ITEM NO. 1 – DEMOLISH BURIED CONCRETE STRUCTURE (G&O#5/CNI#5)

Demolish the foundation of a buried headworks structure.

The lump sum cost for this work is:.....\$9,985.00.

Justification: The additional work is the result of changed site conditions. The structure was required to be demolished in order to install the 30-inch buried ductile iron influent pipe for Secondary Clarifier No. 3. The buried structure was abandoned in a previous construction project and was not shown on the bid documents.

ITEM NO. 2 – REPLACE TWO 6-INCH BUTTERFLY VALVES (G&O#10/CNI#11)

Remove and replace two 6-inch butterfly valves on the effluent filter drain lines.

The lump sum cost for this work is:.....\$1,468.00.

Justification: This work was requested by the Owner because the (2) pre-existing butterfly valves were not functional. Installation of these valves is required to perform routine maintenance on the effluent filters.

ITEM NO. 3 – SCRUBBER BLOWER DISCHARGE PIPING MODIFICATIONS (G&O#11/CNI#6)

Install an additional tee and valve on the hydrogen sulfide scrubber regeneration blower piping.

The lump sum cost for this work is:.....\$3,085.00.

Justification: This blower will be used to regenerate the scrubber media and will only be used for this purpose about once a year. The installation of the tee and valve allows the blower to be periodically exercised as recommended by the blower manufacturer to extend the life of the equipment.

ITEM NO. 4 - WORK TO LOCATE BURIED DRAIN PIPING (G&O#12/CNI#17)

Provide additional excavation work to locate an existing buried 4-inch drain line, which was found to be in conflict with the new 30-inch iron influent pipe for Secondary Clarifier No. 3.

The lump sum cost for this work is:.....\$5,593.00.

Justification: The additional work is the result of changed site conditions. The existing 4-inch drain line was not accurately depicted in the project plans. Additional excavation work was required to locate the pipe to determine how the new 30-inch iron influent pipe for Secondary Clarifier No. 3 could be installed to avoid the conflict.

ITEM NO. 5 – ROCK EXCAVATION

Delete bid item number 5 – Rock Excavation (Bid quantity = 220 CY; Unit price = \$68.50/CY)

The total cost for this item is:(\$15,070.00).

Justification: This bid item was not utilized since no rock was encountered during excavation.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax)..... \$2,858,837.00
Current Contract Amount, as adjusted by previous change orders\$2,912,242.00
The Contract Amount due to this Change Order will be increased by\$5,061.00
The new Contract Amount (without tax) due to this Change Order will be:.....\$2,917,303.00

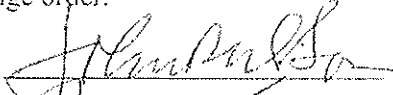
CHANGE TO CONTRACT TIME

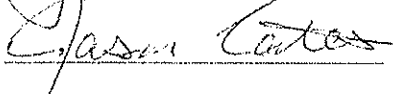
The Substantial Completion Contract Time will be increased by 27 working days. These additional days are being granted by the Owner for the various change order item impacts included in this Change Order.

The Substantial Completion Contract Time will be changed from a total of 220 working days to 247 working days or January 21, 2014, whichever occurs first, and as indicated in the Contract.

The Physical Completion Contract Time will not be changed from a total of 270 working days, as indicated in the Contract.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.  Date 2/25/2014

CONTRACTORS NORTHWEST, INC.  Date 2/18/14

CITY OF CAMAS _____ Date _____

FINAL PROGRESS ESTIMATE NO. 10
FEBRAURY 20, 2014

CITY OF CAMAS
 CLARK COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 JANUARY 25, 2014 TO FEBRUARY 20, 2014

PROJECT:
 CITY OF CAMAS
 WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B
 G&O JOB NUMBER #11505.02
 CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:
 CONTRACTORS NORTHWEST, INC.
 P.O. BOX 6300
 COEUR D'ALENE, ID 83816

| BID ITEMS | | | | QUANTITIES | | PROJECT COSTS | | PERCENT OF CONTRACT QUANTITY |
|-----------------------|---------------------------------------|---------------|--------------|-------------------|---------------|--------------------|----------------|------------------------------|
| NO. | DESCRIPTION | QUANTITY UNIT | UNIT PRICE | TOTAL THIS PERIOD | TOTAL TO DATE | AMOUNT THIS PERIOD | AMOUNT TO DATE | |
| 1 | Bond and Insurance | 1 LS | \$51,114.00 | 0.00% | 100.00% | \$0.00 | \$51,114.00 | 100.00% |
| 2 | Mobilization and Demobilization | 1 LS | \$95,000.00 | 0.00% | 100.00% | \$0.00 | \$95,000.00 | 100.00% |
| 3 | General Requirements | 1 LS | \$188,970.00 | 0.88% | 100.00% | \$1,660.41 | \$188,969.98 | 100.00% |
| 4 | Site Work | 1 LS | \$676,981.00 | 0.02% | 100.00% | \$125.00 | \$676,981.00 | 100.00% |
| 5 | UV Disinfection/Effluent Pump Station | 1 LS | \$500,101.00 | 0.85% | 100.00% | \$4,250.00 | \$500,101.00 | 100.00% |
| 6 | Clarifier No. 3 | 1 LS | \$695,938.00 | 0.26% | 100.00% | \$1,778.70 | \$695,938.00 | 100.00% |
| 7 | Hydrogen Sulfide Scrubber System | 1 LS | \$277,769.00 | 0.80% | 100.00% | \$2,235.50 | \$277,769.00 | 100.00% |
| 8 | Electrical | 1 LS | \$273,127.00 | 0.00% | 100.00% | \$0.00 | \$273,127.00 | 100.00% |
| 9 | Trench Excavation Safety System | 1 LS | \$5,703.00 | 0.00% | 100.00% | \$0.00 | \$5,703.00 | 100.00% |
| 10 | Dewatering | 1 LS | \$6,064.00 | 0.00% | 100.00% | \$0.00 | \$6,064.00 | 100.00% |
| 11 | Unsuitable Excavation | 100 CY | \$37.00 | 0 | 100 | \$0.00 | \$3,700.00 | 100.00% |
| 12 | Rock Excavation (CO#2 Item 5) | 0 CY | \$68.50 | 0 | 0 | \$0.00 | \$0.00 | |
| 13 | Additive Item No. 1 - Dryer Building | 1 LS | \$23,600.00 | 0.00% | 100.00% | \$0.00 | \$23,600.00 | 100.00% |
| 14 | Additive Item No. 5 - Launder Covers | 1 LS | \$45,700.00 | 0.00% | 100.00% | \$0.00 | \$45,700.00 | 100.00% |
| CHANGE ORDERS: | | | | | | | | |
| CO1 | | 1 LS | \$53,405.00 | 0.00% | 100.00% | \$0.00 | \$53,405.00 | 100% |
| CO2 | Items 1 through 4 | 1 LS | \$20,131.00 | 100.00% | 100.00% | \$20,131.00 | \$20,131.00 | 100% |
| CO3 | | | | | | \$0.00 | \$0.00 | |
| CO4 | | | | | | \$0.00 | \$0.00 | |

FINAL PROGRESS ESTIMATE NO. 10

FEBRAURY 20, 2014

CITY OF CAMAS
CLARK COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JANUARY 25, 2014 TO FEBRUARY 20, 2014

PROJECT:
CITY OF CAMAS
WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B
G&O JOB NUMBER #11505.02
CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:
CONTRACTORS NORTHWEST, INC.
P.O. BOX 6300
COEUR D'ALENE, ID 83816

| | PROJECT COSTS | |
|--|--------------------|-----------------------|
| | AMOUNT THIS PERIOD | AMOUNT TO DATE |
| SUBTOTAL EARNED TO DATE | \$30,180.61 | \$2,917,302.98 |
| SALES TAX | 8.40% \$2,535.17 | \$245,053.43 |
| MATERIALS ON HAND | \$0.00 | \$0.00 |
| TOTAL | \$32,715.78 | \$3,162,356.41 |
| LESS 5% RETAINED (BEFORE TAX) | \$1,509.93 | \$145,865.15 |
| TOTAL EARNED TO DATE LESS RETAINAGE | | \$3,016,491.26 |

LESS AMOUNTS PREVIOUSLY PAID

| | |
|-------------------------------|--------------------|
| PROGRESS ESTIMATE NO. 1 | \$337,296.34 |
| PROGRESS ESTIMATE NO. 2 | \$360,739.36 |
| PROGRESS ESTIMATE NO. 3 | \$149,382.05 |
| PROGRESS ESTIMATE NO. 4 | \$56,125.20 |
| PROGRESS ESTIMATE NO. 5 | \$76,191.20 |
| PROGRESS ESTIMATE NO. 6 | \$522,090.60 |
| PROGRESS ESTIMATE NO. 7 | \$1,082,488.35 |
| PROGRESS ESTIMATE NO. 8 | \$331,907.69 |
| PROGRESS ESTIMATE NO. 9 | \$69,063.72 |
| TOTAL PAYMENT NOW DUE: | \$31,206.75 |

| | |
|--|----------------|
| ORIGINAL CONTRACT AMOUNT | \$2,858,837.00 |
| CONTRACT AMOUNT WITH CHANGE ORDERS 1-2 | \$2,917,303.00 |
| CONTRACT PERCENTAGE TO DATE | 100% |

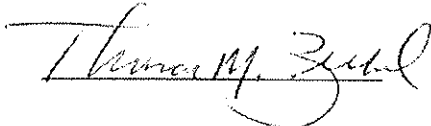
I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

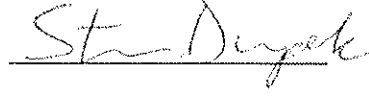
I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

GRAY & OSBORNE, INC.

CONTRACTORS NORTHWEST, INC.

CITY OF CAMAS





FINAL PROGRESS ESTIMATE NO. 10
FEBRAURY 20, 2014

CITY OF CAMAS
 CLARK COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 JANUARY 25, 2014 TO FEBRUARY 20, 2014

PROJECT:
 CITY OF CAMAS
 WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B
 G&O JOB NUMBER #11505.02
 CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:
 CONTRACTORS NORTHWEST, INC.
 P.O. BOX 6300
 COEUR D'ALENE, ID 83816

SUMMARY AND DISTRIBUTION OF PAYMENTS

| PAY EST NO. | PROGRESS ESTIMATE PERIOD DATES | TOTAL EARNED PER PERIOD | SALES TAX RATE | SALES TAX AMOUNT | MATERIALS ON HAND | RETAINAGE (5%) | TOTAL PAYMENT |
|-------------------|--|-------------------------------|----------------------|------------------------|----------------------|-------------------|------------------|
| 1. | JANUARY 15, 2013 TO FEBRUARY 18, 2013 | \$205,141.01 | 8.40% | \$17,231.84 | \$125,180.54 | \$10,257.05 | \$337,296.34 |
| 2. | FEBRUARY 19, 2013 TO MARCH 21, 2013 | \$417,917.42 | 8.40% | \$35,105.06 | -\$71,387.25 | \$20,895.87 | \$360,739.36 |
| 3. | MARCH 21, 2013 TO APRIL 15, 2013 | \$146,916.94 | 8.40% | \$12,341.02 | -\$2,530.06 | \$7,345.85 | \$149,382.05 |
| 4. | APRIL 16, 2013 TO MAY 15, 2013 | \$54,279.69 | 8.40% | \$4,559.49 | \$0.00 | \$2,713.98 | \$56,125.20 |
| 5. | MAY 16, 2013 TO JUNE 19, 2013 | \$65,716.90 | 8.40% | \$5,520.22 | \$8,239.93 | \$3,285.85 | \$76,191.20 |
| 6. | JUNE 20, 2013 TO JULY 15, 2013 | \$495,675.45 | 8.40% | \$41,636.74 | \$9,562.18 | \$24,783.77 | \$522,090.60 |
| 7. | JULY 16, 2013 TO SEPTEMBER 15, 2013 | \$1,101,464.65 | 8.40% | \$92,523.03 | -\$56,426.10 | \$55,073.23 | \$1,082,488.35 |
| 8. | SEPTEMBER 16, 2013 TO DECEMBER 6, 2013 | \$333,217.54 | 8.40% | \$27,990.27 | -\$12,639.24 | \$16,660.88 | \$331,907.69 |
| 9. | DECEMBER 7, 2013 TO JANUARY 24, 2014 | \$66,792.77 | 8.40% | \$5,610.59 | \$0.00 | \$3,339.64 | \$69,063.72 |
| 10. | JANUARY 25, 2014 TO FEBRUARY 20, 2014 | \$30,180.61 | 8.40% | \$2,535.17 | \$0.00 | \$1,509.03 | \$31,206.75 |
| TOTAL: | | \$2,917,302.98 | | \$245,053.43 | \$0.00 | \$145,865.15 | \$3,016,491.26 |

| | | |
|--|--|--|
| CITY OF CAMAS PROJECT NO. P-862 Project Name: Lacamas Lake Lodge Building Improvements | PAY ESTIMATE: EIGHT PAY PERIOD: January 25, 2014 - February 21, 2014 Original Contract Amount: \$1,672,951.00 | JWC Construction PO Box 821409 Vancouver, WA 98682 (360) 693-8925 (360) 693-8926 |
|--|--|--|

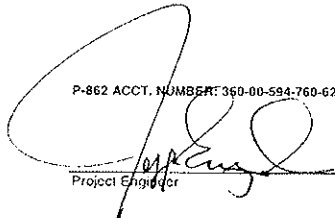
| ITEM NO. | DESCRIPTION | UNIT | ORIGINAL QUANTITY | UNIT PRICE | CONTRACT TOTAL | QUANTITY PREVIOUS | TOTAL PREVIOUS | QUANTITY THIS EST. | TOTAL THIS EST. | QUANTITY TO DATE | TOTAL TO DATE | |
|---|-------------------------------|------|-------------------|--------------|----------------|-------------------|----------------|--------------------|-----------------|------------------|----------------|--------------|
| SCHEDULE "A" - SITE IMPROVEMENTS | | | | | | | | | | | | |
| 0 | PERFORMANCE & PAYMENT BOND | LS | 1.00 | \$20,280.00 | \$20,280.00 | 1.00 | \$20,280.00 | 0.00 | \$0.00 | 1.00 | \$20,280.00 | |
| 1 | GENERAL CONDITIONS | LS | 1.00 | \$146,600.00 | \$146,600.00 | 0.92 | \$134,872.00 | 0.08 | \$11,728.00 | 1.00 | \$146,600.00 | |
| 2 | SITEWORK | LS | 1.00 | \$483,542.00 | \$483,542.00 | 0.98 | \$473,871.16 | 0.02 | \$9,670.84 | 1.00 | \$483,542.00 | |
| 3 | CONCRETE | LS | 1.00 | \$87,700.00 | \$87,700.00 | 1.00 | \$87,700.00 | 0.00 | \$0.00 | 1.00 | \$87,700.00 | |
| 4 | MASONRY | LS | 1.00 | \$24,557.00 | \$24,557.00 | 1.00 | \$24,557.00 | 0.00 | \$0.00 | 1.00 | \$24,557.00 | |
| 5 | METALS | LS | 1.00 | \$17,700.00 | \$17,700.00 | 1.00 | \$17,700.00 | 0.00 | \$0.00 | 1.00 | \$17,700.00 | |
| 6 | WOODS & PLASTICS | LS | 1.00 | \$214,009.00 | \$214,009.00 | 1.00 | \$214,009.00 | 0.00 | \$0.00 | 1.00 | \$214,009.00 | |
| 7 | THERMAL & MOISTURE PROTECTION | LS | 1.00 | \$70,955.00 | \$70,955.00 | 0.98 | \$69,535.90 | 0.02 | \$1,419.10 | 1.00 | \$70,955.00 | |
| 8 | DOORS & WINDOWS | LS | 1.00 | \$84,590.00 | \$84,590.00 | 0.96 | \$81,206.40 | 0.04 | \$3,383.60 | 1.00 | \$84,590.00 | |
| 9 | FINISHES | LS | 1.00 | \$101,555.00 | \$101,555.00 | 0.81 | \$82,259.55 | 0.19 | \$19,295.45 | 1.00 | \$101,555.00 | |
| 10 | SPECIALTIES | LS | 1.00 | \$14,645.00 | \$14,645.00 | 0.88 | \$12,887.60 | 0.12 | \$1,757.40 | 1.00 | \$14,645.00 | |
| 11 | EQUIPMENT | LS | 1.00 | \$32,592.00 | \$32,592.00 | 1.00 | \$32,592.00 | 0.00 | \$0.00 | 1.00 | \$32,592.00 | |
| 12 | FURNISHINGS | LS | 1.00 | \$15,225.00 | \$15,225.00 | 1.00 | \$15,225.00 | 0.00 | \$0.00 | 1.00 | \$15,225.00 | |
| 13 | SPECIAL CONSTRUCTION | LS | 1.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |
| 14 | CONVEYING SYSTEMS | LS | 1.00 | \$0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |
| 15 | MECHANICAL | LS | 1.00 | \$116,800.00 | \$116,800.00 | 0.99 | \$115,632.00 | 0.01 | \$1,168.00 | 1.00 | \$116,800.00 | |
| 16 | ELECTRICAL | LS | 1.00 | \$134,627.00 | \$134,627.00 | 1.00 | \$134,627.00 | 0.00 | \$0.00 | 1.00 | \$134,627.00 | |
| 17 | CONTRACTOR FEE/INSURANCE | LS | 1.00 | \$107,574.00 | \$107,574.00 | 0.95 | \$102,195.30 | 0.05 | \$5,378.70 | 1.00 | \$107,574.00 | |
| Schedule "A" Subtotal: | | | | | \$1,672,951.00 | | \$1,619,149.91 | | \$53,801.09 | | \$1,672,951.00 | |
| Sales Tax: | | | | | Rate: 8.4% | \$140,527.88 | | \$136,008.59 | | \$4,519.29 | | \$140,527.88 |
| Schedule "A" Total: | | | | | \$1,813,478.88 | | \$1,755,158.50 | | \$58,320.38 | | \$1,813,478.88 | |


| SCHEDULE "B" - CHANGE ORDERS | | | | | | | | | | | |
|-------------------------------------|---------------------|----|------|-------------|-------------|------------|-------------|------------|--------|--------|-------------|
| Change Order #1 | | | | | | | | | | | |
| | Items A, B, C and E | LS | 1.00 | \$10,229.03 | \$10,229.03 | 1.00 | \$10,229.03 | 0.00 | \$0.00 | 1.00 | \$10,229.03 |
| | Item D | LS | 1.00 | \$3,730.41 | \$3,730.41 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| Change Order #2 | | | | | | | | | | | |
| | Items A, B, C and E | LS | 1.00 | \$13,196.36 | \$13,196.36 | 1.00 | \$13,196.36 | 0.00 | \$0.00 | 1.00 | \$13,196.36 |
| | Item D | LS | 1.00 | \$984.70 | \$984.70 | 1.00 | \$984.70 | 0.00 | \$0.00 | 1.00 | \$984.70 |
| Change Order #3 | | | | | | | | | | | |
| | | LS | 1.00 | \$38,893.53 | \$38,893.53 | 1.00 | \$38,893.53 | 0.00 | \$0.00 | 1.00 | \$38,893.53 |
| Schedule "B" Subtotal: | | | | | \$67,034.03 | | \$63,303.62 | | \$0.00 | | \$63,303.62 |
| Sales Tax: | | | | | Rate: 8.4% | \$5,630.86 | | \$5,317.50 | | \$0.00 | \$5,317.50 |
| Schedule "B" Total: | | | | | \$72,664.89 | | \$68,621.12 | | \$0.00 | | \$68,621.12 |

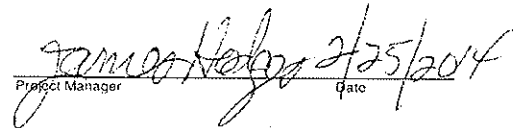
| | ORIGINAL CONTRACT TOTAL | TOTAL PREVIOUS | TOTAL THIS EST. | TOTAL TO DATE |
|-----------------------|-------------------------|-----------------|-----------------|-----------------|
| SUBTOTALS | \$ 1,672,951.00 | \$ 1,619,149.91 | \$ 53,801.09 | \$ 1,672,951.00 |
| CHANGE ORDERS TO DATE | \$ 67,034.03 | \$ 63,303.62 | \$ 0.00 | \$ 63,303.62 |
| SUBTOTAL | \$ 1,739,985.03 | \$ 1,682,453.53 | \$ 53,801.09 | \$ 1,736,254.62 |
| SALES TAX (8.4%) | \$146,158.74 | \$141,326.10 | \$4,519.29 | \$145,845.39 |
| TOTAL CONTRACT | \$ 1,886,143.77 | \$ 1,823,779.63 | \$ 58,320.38 | \$ 1,882,100.01 |
| LESS 5% RETAINAGE | ----- | ----- | \$ (2,690.05) | \$ (86,812.73) |
| TOTAL LESS RETAIN. | ----- | \$ 1,739,656.95 | \$ 55,630.33 | \$ 1,795,287.28 |

P-862 ACCT. NUMBER 360-00-594-760-62

THIS PAY EST. LESS RETAINAGE \$ 55,630.33


Project Engineer
Date 2/25/14


Contractor
Date 2/25/14


Project Manager
Date 2/25/2014

RETURN ADDRESS:

Minister-Glaeser Surveying, Inc.
2200 E. Evergreen Blvd
Vancouver, WA 98661

Document: Partial Relinquishment of Easement
Grantor: City of Camas
Grantee: Edgewood T.S., Inc., a Washington Corporation
Legal Desc.: Tax Lots #13, #53 and #20 in Sec. 4-1-3 EWM
Serial Nos.: 125405-000, 125078-000 and 125412-000

REFERENCE: AF# 8906150106

PARTIAL RELINQUISHMENT OF EASEMENT

Grantor: The CITY OF CAMAS, a municipal corporation of the State of Washington

Grantee: EDGEWOOD T.S., INC., a Washington Corporation

Burdened Property: The following described real property situated in the County of Clark,
State of Washington:

Tax Lot #20
APN: 125412-000

See attached Exhibit "A"

Grantee is the record owner of the burdened property.

Benefited Property: The following described real property situated in the County of Clark,
State of Washington:

Tax Lots #13 and #53
APN: 125405-000 and 125078-000:

See Attached Exhibits "B" and "C"

Grantor is the record owner of the benefited properties, and agrees to remove that portion of the existing easement that burdens Tax Lot #20 (APN 125412-000), herein described as Exhibits "D" and "E".

Legal Description of Easement Portion to be Relinquished:

See attached Exhibits "D" and "E"

The 60 foot wide easement partially relinquished by this document is most recently described in that certain Special Warranty Deed between Columbia Land Trust, a Washington nonprofit corporation, grantor, and City of Camas, a Washington municipal corporation, grantee, dated October 26, 2007, and recorded under Clark County Auditor's File No. 4397080, and that certain Special Warranty Deed between Columbia Land Trust, a Washington nonprofit corporation, grantor, and City of Camas, a Washington municipal corporation, grantee, dated January 29, 2008, and recorded under Clark County Auditor's File No. 4432263. The Easterly 30 feet of said easement is being relinquished in response to a request by the grantee to relinquish a portion of the easement to allow for development of grantee's property. A new public right of way over a portion of grantee's property will be dedicated as part of grantee's development plans.

For no monetary consideration, and to clear the title to the Burdened Property, Grantor hereby quitclaims, releases and forever relinquishes all right, title and interest in and to the Easement Portion to be Relinquished to the Grantee, their successors, and assigns. Grantor agrees herein that the Easement to be Relinquished and all right title and interest of Grantor in the Burdened Property are and shall be terminated effective upon the execution and recordation hereof.

The remainder of this page intentionally left blank

EXHIBIT "A"

Description of Burdened Property

Tax Lot #20, serial no. 125412-000, SW ¼ Sec 4-1-3 EWM

A parcel of land located in a portion of the Northeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 4, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, described as follows;

BEGINNING at the Northwest corner of Lot 37 of "SUMMIT AT COLUMBIA VISTA PHASE 1" according to the plat thereof recorded in Book "311" of plats at Page 510, records of Clark County, Washington, said point being on the East line of "THOMAS ESTATES 2" according to the plat thereof recorded in Book "311" of plats at Page 221, records of Clark County, Washington.

Thence North 01°00'29" East, along said East line, for a distance of 147.56 feet to the Northeast corner of said "THOMAS ESTATES 2", said point also being the Southeast corner of the "City of Camas Parcel" as described in Auditors File Number 4397080 D, records of said county;

Thence North 01°00'29" East, along the East line of said "City of Camas Parcel" for a distance of 726.61 feet to the Southeast corner of "THOMAS ESTATES" according to the plat thereof recorded in Book "311" of plats at Page 60, records of Clark County, Washington;
Thence leaving said East line, South 88°40'24" East, for a distance of 28.02 feet;

Thence South 00°28'42" East, for a distance of 34.40 feet;
Thence South 88°39'15" East, for a distance of 97.48 feet;
Thence South 01°20'45" West, for a distance of 130.00 feet;
Thence South 08°03'17" West, for a distance of 110.76 feet;
Thence South 01°20'45" West, for a distance of 362.50 feet;
Thence South 02°56'41" East, for a distance of 72.70 feet;
Thence South 01°20'45" West, for a distance of 72.84 feet to the North line of said "SUMMIT AT COLUMBIA VISTA PHASE 1";
Thence North 88°58'28" West, along said North line, for a distance of 30.78 feet to the Northwest corner of Lot 36 of said "SUMMIT AT COLUMBIA VISTA PHASE 1";
Thence leaving said North line, South 14°16'45" West, along the West line of said Lot 36, for a distance of 93.23 feet to the North line of said Lot 37;
Thence leaving said West line, North 89°29'05" West, along said North line, for a distance of 62.30 feet to the POINT OF BEGINNING;

EXHIBIT "B"

Description of Benefited Properties

Tax Lot #53, serial no. 125078-000, SW ¼ Sec 4-1-3 EWM

A parcel of property being in a portion of the John Hicks Donation Land Claim in Section 4, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at the Southwest corner of said Hicks Donation Land Claim;
THENCE North 00 degrees 54'18" East along the West line of said Hicks Donation Land Claim 363.91 feet to the North line of that parcel of property conveyed to Hoaichau & Hoanh Voqui by deed recorded under Auditor's File No. 9010190162, records of Clark County, and the True Point of Beginning;
THENCE South 88 degrees 40'04" East along said North line 399.78 feet to a point on a 627.50 foot radius curve to the left having a tangent bearing into said curve at this point of North 25 degrees 34'44" East;
THENCE around said 627.50 foot radius curve to the left 0.48 feet to a 572.50 foot radius curve to the right;
THENCE around said 572.50 foot radius curve to the right 162.89 feet to a 630.00 foot radius curve to the left;
THENCE around said 630.00 foot radius curve to the left 171.69 feet to a point which is 30.00 feet West of, when measured at right angles to, the East line of that parcel of property conveyed to Gary Sapp by deed recorded under Auditor's File No. 8906150106, records of Clark County;
THENCE South 01 degree 00'49" West parallel to said East line 281.62 feet to said North line of the Voqui parcel;
THENCE South 88 degrees 40'04" East along said North line 30.00 feet to said East line;
THENCE North 01 degree 00'49" East along said East line 363.50 feet to the South line of that parcel of property conveyed to J. Gardner McKay by deed recorded under Auditor's File No. 9612100026, records of Clark County;
THENCE North 88 degrees 40'04" West along said South line 611.56 feet to said West line of the Hicks Donation Land Claim;
THENCE South 00 degrees 54'18" West along said West line 363.50 feet to the True Point of Beginning.

TOGETHER WITH a 60 foot wide road easement for ingress, egress and public utilities over, under and across, in the South 1835.2 feet of the John Hicks Donation Land Claim Number 42, in Section 4, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, said easement consisting of Easement A and Easement B as described below:

EASEMENT A:

The centerline of Road Easement A begins at a point North 00 degrees 30'33" West 245.86 feet from the Southwest corner of said East 726.33 feet of said John Hicks Donation Land Claim; thence North 00 degrees 30'33" West parallel to the East line of said John Hicks Donation Land Claim, 934.28 feet to the point of curvature of a 150 foot radius curve to the left; thence along said curve 151.85 feet; thence North 58 degrees 30'47" West 639.97 feet, more or less, to the centerline of Prune Hill County Road, (S.E. 217th Avenue) to the terminus of said centerline.

EXHIBIT "B"

Description of Benefited Properties (continued)

EASEMENT B:

BEGINNING at a point North 89 degrees 48'34" East 30 feet, as measured parallel to the South line of said John Hicks Donation Land Claim, from the Northwest corner of the South 1529.30 feet of the East 726.33 feet of said John Hicks Donation Land Claim; thence North 00 degrees 30'33" West parallel to the East line of said John Hicks Donation Land Claim, 60.00 feet; thence South 89 degrees 48'34" West parallel to the South line of said John Hicks Donation Land Claim 60.00 feet; thence South 00 degrees 30'33" East 212.07 feet; thence South 60 degrees 29'20" West 58.18 feet to the Northerly line of above described Easement A; thence Southeasterly along the Northerly line of said Easement A to a point that bears South 00 degrees 30'33" East from a point of beginning; thence North 00 degrees 30'33" West parallel to the East line of said John Hicks Donation Land Claim 349.00 feet, more or less, to the point of beginning.

EXHIBIT "C"

Description of Benefited Properties (continued)

Tax Lot #13, serial no. 125405-000, SW ¼ Sec 4-1-3 EWM

That portion of the John Hicks Donation Land Claim, Number 42 in Section 4, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

BEGINNING at the Southwest corner of said Hicks Donation Land Claim; thence North 00 degrees 37.04" West along the West line of said Hicks Donation Land Claim, a distance of 727.384 feet to the True Point of Beginning of the tract herein described; thence continuing North 00 degrees 37'04" West along the West line of said Hicks Donation Land Claim, a distance of 363.078 feet; thence North 89 degrees 48'34" East, parallel with the South line of said Hicks Donation Land Claim, 612.230 feet to a point on the West line of the East 726.337 feet of said Hicks Donation Land Claim; thence South 00 degrees 30'33" East parallel with the East line of said Hicks Donation Land Claim a distance of 363.073 feet to a point that bears North 89 degrees 48'34" East from the True Point of Beginning; thence South 89 degrees 48'34" West 611.542 feet to the True Point of Beginning.

TOGETHER WITH a 60 foot wide road easement for ingress, egress and public utilities over, under and across, in the South 1835.2 feet of the John Hicks Donation Land Claim Number 42, in Section 4, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, said easement consisting of Easement A and Easement B as described below:

EASEMENT A:

The centerline of Road Easement A begins at a point North 00 degrees 30'33" West 245.86 feet from the Southwest corner of said East 726.33 feet of said John Hicks Donation Land Claim; thence North 00 degrees 30'33" West parallel to the East line of said John Hicks Donation Land Claim, 934.28 feet to the point of curvature of a 150 foot radius curve to the left: thence along said curve 151.85 feet; thence North 58 degrees 30'47" West 639.97 feet, more or less, to the centerline of Prune Hill County Road, (S.E. 217th Avenue) to the terminus of said centerline.

EASEMENT B:

BEGINNING at a point North 89 degrees 48'34" East 30 feet, as measured parallel to the South line of said John Hicks Donation Land Claim, from the Northwest corner of the South 1529.30 feet of the East 726.33 feet of said John Hicks Donation Land Claim; thence North 00 degrees 30'33" West parallel to the East line of said John Hicks Donation Land Claim, 60.00 feet; thence South 89 degrees 48'34" West parallel to the South line of said John Hicks Donation Land Claim 60.00 feet; thence South 00 degrees 30'33" East 212.07 feet; thence South 60 degrees 29'20" West 58.18 feet to the Northerly line of above described Easement A; thence Southeasterly along the Northerly line of said Easement A to a point that bears South 00 degrees 30'33" East from a point of beginning; thence North 00 degrees 30'33" West parallel to the East line of said John Hicks Donation Land Claim 349.00 feet, more or less, to the point of beginning.

SUBJECT to an easement for ingress, egress and utilities as disclosed by instrument recorded under Auditor's File No. 9612100026.

EXHIBIT "D"

Description of Easement Portion to be Relinquished

Portion of Tax Lot #20, serial no. 125412-000, SW ¼ Sec 4-1-3 EWM

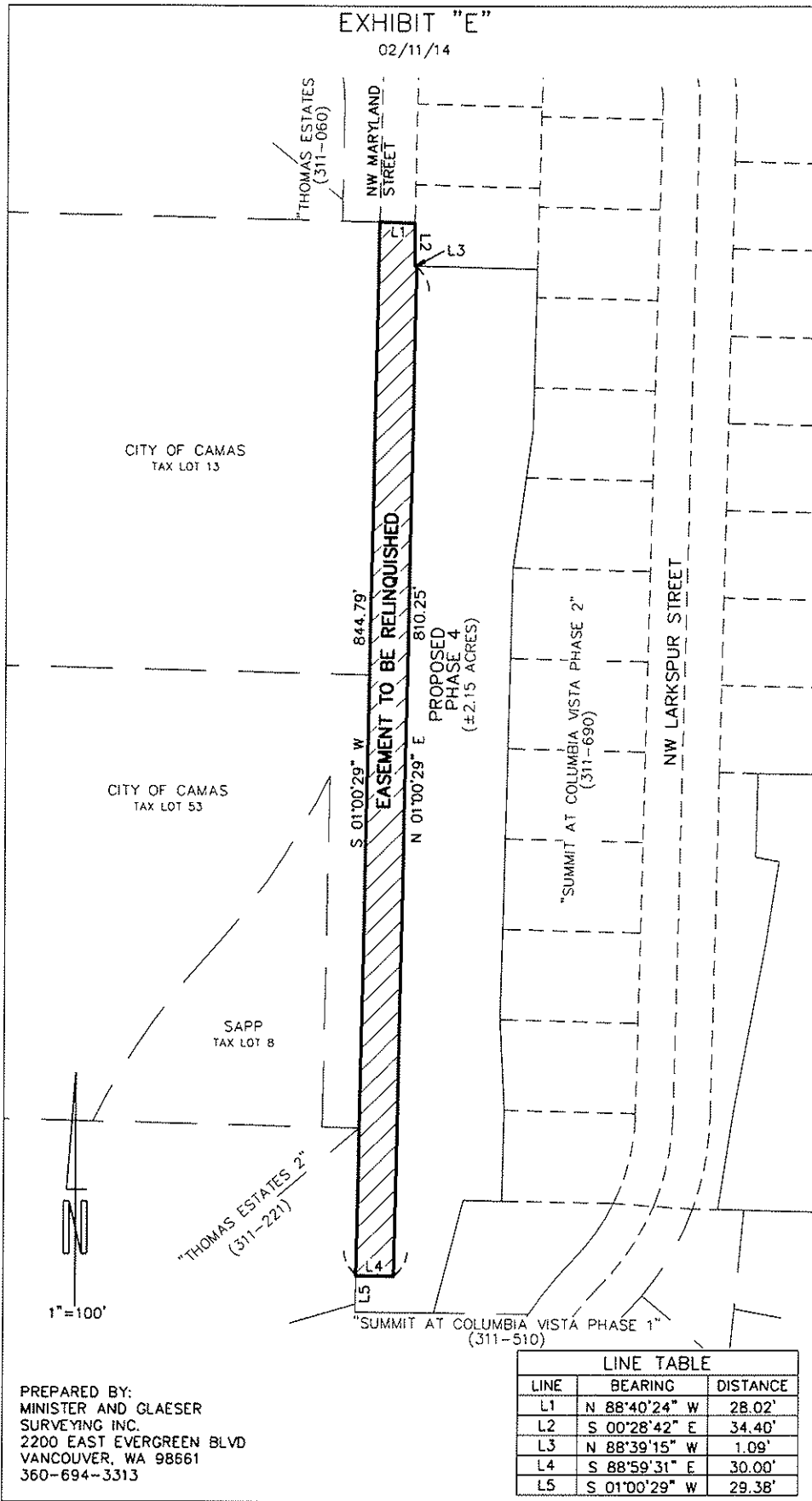
That portion of the following described 60-foot wide road easement for ingress, egress and public utilities lying East of the Easement centerline:

EASEMENT "A":

The centerline of Road Easement "A" begins at a point North 00 degrees 30'33" West 245.86 feet from the Southwest corner of said East 726.33 feet of said John Hicks Donation Land Claim; thence North 00 degrees 30'33" West parallel to the East line of said John Hicks Donation Land Claim, 934.28 feet to the point of curvature of a 150 foot radius curve to the left; thence along said curve 151.85 feet; thence North 58 degrees 30'47" West 639.97 feet, more or less, to the centerline of Prune Hill County Road, (S.E. 217th Avenue) to the terminus of said centerline.

EXHIBIT "E"

02/11/14



PREPARED BY:
 MINISTER AND GLAESER
 SURVEYING INC.
 2200 EAST EVERGREEN BLVD
 VANCOUVER, WA 98661
 360-694-3313

| LINE TABLE | | |
|------------|---------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N 88°40'24" W | 28.02' |
| L2 | S 00°28'42" E | 34.40' |
| L3 | N 88°39'15" W | 1.09' |
| L4 | S 88°59'31" E | 30.00' |
| L5 | S 01°00'29" W | 29.38' |

SECOND AMENDMENT
TO FACILITIES LEASE

This SECOND AMENDMENT TO FACILITIES LEASE ("Amendment") is made this _____ day of _____, 201____, by and between City of Camas, WA ("Lessor") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee").

RECITALS

A. This Amendment pertains to that certain Facilities Lease dated May 11, 2006, together with all exhibits, amendments and addenda thereto (collectively, the "Agreement") for the lease of certain premises ("Premises") located at 2822 NW 18th Street, Camas, County of Clark, State of Washington, on property legally described as set forth on Exhibit "A" attached hereto and made a part hereof.

B. The parties desire to amend the Agreement to modify antennas and associated equipment at the Premises, as set forth below.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.
2. Premises; Exhibit "B". Lessee desires to install additional equipment on the catwalk surrounding the exterior of Lessor's water tank, as more particularly described on Exhibit "B" attached to the Amendment. Exhibit "B" to the Agreement is hereby supplemented with Exhibit "B" attached hereto.
3. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have

the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

LESSOR: City of Camas

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____
Brian Mecum
Area Vice President Network
Date: _____

EXHIBIT "A"
Legal Description

The Property is located at 2822 NW 18th Ave., in Camas, County of Clark and State of Washington 98607.

Upper Prune Hill Reservoir Water Station.

BEGINNING at the Northeast corner of the West half of the Northwest quarter of the Northeast quarter of the Northeast quarter in Section 9, Township 1 North, Range 3 East of the Willamette Meridian; thence South 0°15' West 20.00 feet to the TRUE Point of Beginning, said point being on the South line of County Road No. 120; thence from said beginning point South 0°15' West along the East line of said West half of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 9, a distance of 448.4 feet; thence South 89°55' West and parallel to the North line of said Section 9, a distance of 150 feet; thence North 0°15' East and parallel to the East line of said West half of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 9, a distance of 290.40 feet; thence North 89°55' East and parallel to the North line of said Section 9, a distance of 130.00 feet; thence North 0°15' East and parallel to the East line of said West half of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 9, a distance of 156.00 feet to a point 20 feet South of the North line of said Section 9; thence North 89°55' East and parallel to the North line of said Section 9, a distance of 20.00 feet to the Point of Beginning.



ORDER AGREEMENT

Sale Type :LEASE

| | | | |
|---|-----|-------------|-------|
| Master Maintenance and Sale Agreement Date: | NEW | Sale Type : | LEASE |
|---|-----|-------------|-------|

| BILL TO INFORMATION | | | |
|-------------------------------------|---------------|---------------------------------|------|
| Customer Legal Name: CAMAS, CITY OF | | | |
| Address Line 1: 616 NE 4TH AVE | | Contact: Coulter,Sherry | |
| Address Line 2: PO BOX 1055 | | Phone: (360) 817-1550 | |
| City: CAMAS | | E-mail: scoulter@cityofcamas.us | |
| ST / Zip: WA/98607 | County: CLARK | | Fax: |

| ADDITIONAL ORDER INFORMATION | |
|--|---|
| Check All That Apply: | |
| <input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) <input type="checkbox"/> PO Included PO# _____ <input type="checkbox"/> Syndication | <input type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____ <input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work) <input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work) |

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

| SERVICE INFORMATION | | |
|-----------------------|------------------------|---------------------------|
| Service Term (Months) | Base Billing Frequency | Overage Billing Frequency |
| 60 Months | MONTHLY | MONTHLY |

| SHIP TO INFORMATION | | | |
|---------------------------------|---------------|---------------------------------|------|
| Customer Name: CAMAS, CITY OF | | | |
| Address Line 1: 1718 SE 7TH AVE | | Contact: Coulter,Sherry | |
| Address Line 2: | | Phone: (360) 817-1550 | |
| City: CAMAS | | E-mail: scoulter@cityofcamas.us | |
| ST / Zip: WA/98607-2211 | County: CLARK | | Fax: |

| PRODUCT INFORMATION | | | | | | | |
|---------------------|-----|--------------|--|----------|--|-----------|---|
| Product Description | Qty | Service Type | B/W Allowance <small>(Per Base Billing Frequency)</small> | B/W Ovg | Color Allowance <small>(Per Base Billing Frequency)</small> | Color Ovg | Service Base <small>(Per Base Billing Frequency)</small> |
| RICOH MPC3003 | 1 | Gold | 0 | \$0.0080 | 0 | \$0.0520 | |

| BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION | |
|---|----------|
| BASIC CONNECTIVITY / PS / IT Services Description | Quantity |
| NETWORK & SCAN CONNECT - SEG BC2 | 1 |





| ORDER TOTALS | | |
|--|---|--|
| Service Type Offerings: | Product Total: | |
| Gold: Includes all supplies and staples. Excludes paper. | BASIC CONNECTIVITY / PS / IT Services: | |
| Silver: Includes all supplies. Excludes paper and staples. | Buyout: | |
| Bronze: Parts and labor only. Excludes paper, staples and supplies. | Grand Total: (Excludes Tax) | |
| Additional Provisions: | | |
| Per US Communities Contract 4400003732 | | |

| Accepted by Customer | Accepted: Ricoh USA, Inc. |
|-----------------------------|----------------------------------|
| Authorized Signature: _____ | Authorized Signature: _____ |
| Printed Name: _____ | Printed Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |





Application # 1812046

EQUIPMENT FINANCE

Tax-Exempt Installment Purchase Agreement

| | |
|--|---|
| Accepted by Seller: | |
| U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") (the "Seller") 1310 Madrid Street Ste 101 Marshall, MN 56258 | |
| By: | Date: Sign Here |
| Name: | |
| Title: Documentation Analyst | |
| Telephone: 800-328-5371 | |

| | |
|--------------------------------|-------------------|
| Agreed to by Purchaser: | |
| City of Camas | (the "Purchaser") |
| PO Box 1055 Camas WA 98607 | |
| By: | Date: |
| Name: Peter Capell | |
| Title: City Administrator | |
| Telephone: 360-817-1560 | |

AGREEMENT: Seller hereby sells, transfers, assigns and conveys to Purchaser and Purchaser hereby purchases and accepts from Seller all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Installment Purchase Agreement together with the Property Schedule shall be defined as the "Agreement".

TERM: The term of this Agreement (the "Term") listed in the Amortization and Payment Schedule shall commence as stated in the Certificate of Acceptance, attached as Exhibit B of the Property by Purchaser and continue for the time period set forth in the Amortization Schedule attached to the Property Schedule. This Agreement cannot be canceled or terminated by Purchaser except as expressly provided herein. Purchaser represents and warrants that the average life of the Property does not exceed the average life of the Term.

INSTALLMENT PAYMENTS: Purchaser shall pay the purchase price to Seller for the Property in installments (the "Installment Payments") in the amounts shown in the Amortization and Payment Schedule attached to the Property Schedule.

NO OFFSET: THE OBLIGATIONS OF THE PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Purchaser anticipates that the Property shall be exempt from property taxes. Notwithstanding, Purchaser shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property. The Installment Payments payable by Purchaser under this Agreement have been established to reflect the savings resulting from this exemption from taxation.

LATE CHARGES: Should Purchaser fail to duly pay any part of any Installment Payment or other sum to be paid to Seller under this Agreement on the date on which such amount is due hereunder, then Purchaser shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Purchaser. At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Seller with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Purchaser shall furnish to Seller certificates evidencing such coverage throughout the Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Purchaser and Seller as their respective interests may appear. All such liability insurance shall name Seller as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Seller without first giving written notice thereof to Seller at least 30 days in advance of such change of status.

TERMINATION OF SELLER'S INTEREST: To secure Purchaser's obligations hereunder, Seller is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest. If Purchaser shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Term with respect to any item of Property, Seller's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Purchaser, subject to Seller's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Seller to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Purchaser agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Seller or its assignee an after tax yield equivalent to the tax exempt rate and Seller shall notify Purchaser of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Seller, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF PURCHASER: Purchaser hereby represents and warrants to Seller that: (a) Purchaser is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Purchaser is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Purchaser has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Seller, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Purchaser only for essential governmental or proprietary functions of Purchaser consistent with the scope of Purchaser's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Purchaser's need for the Property is not expected to diminish during the term of the Agreement. (e) Purchaser has funds available to pay Installment Payments until the end of its current appropriation period, and it intends to request funds to make Installment Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Purchaser shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Purchaser shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

RISK OF LOSS COVENANTS: Purchaser shall not be required to indemnify or hold Seller harmless against liabilities arising from the Agreement. However, as between Seller and Purchaser, and to the extent permitted by law, Purchaser shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, and the loss of federal tax exemption of the interest on any of the Installment Payments, except that Purchaser shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Purchaser has surrendered possession of the Property in accordance with the terms of the Agreement to Seller or that arise directly from the gross negligence or willful misconduct of the Seller.

BINDING OBLIGATION: Seller and Purchaser understand and intend the obligation of Purchaser to pay Installment Payments under this Agreement and the Property Schedule shall constitute a binding contractual obligation of Purchaser for the full Term. Purchaser covenants to include all such Installment Payments in its annual budget and to make the necessary annual appropriation for all such Installment Payments. Neither this Agreement nor the Property Schedule shall be subject to termination by Purchaser in the event that Purchaser fails to appropriate any Installment Payments.

ASSIGNMENT BY PURCHASER: Without Seller's prior written consent, Purchaser may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY SELLER: Seller may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of Seller hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Purchaser shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Seller in writing: (a) Default by Purchaser in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Purchaser to Seller under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Seller to Purchaser, or (b) any warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Purchaser, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Purchaser, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Purchaser.

REMEDIES OF SELLER: Upon the occurrence of any Event of Default and at any time thereafter, Seller may, without any further notice, exercise one or more of the following remedies as Seller in its sole discretion shall elect: (a) terminate the Agreement and all of Purchaser's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Purchaser of any or all items of Property wherever found and for this purpose enter upon Purchaser's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Purchaser and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code, continuing to hold Purchaser liable for any deficiency and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees; (c) proceed by appropriate court action or actions to enforce performance by Purchaser of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Seller at law or in equity or otherwise; (d) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Seller shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Seller is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Seller or Purchaser at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Seller and Purchaser constitute the entire agreement between Seller and Purchaser with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Purchaser's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.



**U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES WITH NO ON-SITE LABOR)**

| CUSTOMER INFORMATION | | | | | |
|----------------------|----------------------------|-------|----|----------|-------|
| Legal Name | CAMAS, CITY OF | | | | |
| Bill To Address | 616 NE 4TH AVE PO BOX 1055 | | | | |
| City | CAMAS | State | WA | Zip Code | 98607 |

This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("RicoH"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

RICOH

otherwise agreed, consumable supplies such as toner, developer, paper, staples or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

ORDINANCE NO. 2696

AN ORDINANCE annexing a portion of NE Goodwin Road to the City of Camas, pursuant to the provisions of RCW 35A.14.300, Annexation for Municipal Purposes.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

The Council of the City of Camas makes that the following findings:

A. The City is currently undertaking a street improvement project for NE Goodwin Road.

B. The section of NE Goodwin Road that the City proposes to annex currently is a boundary between the City of Camas and Clark County.

C. Clark County has previously quitclaimed to the City any ownership rights it has in and to the section of NE Goodwin Road that the City proposes to annex.

D. By annexing the subject portion of NE Goodwin Road, the City of Camas will be the sole governmental agency in the permitting and management of the road improvement project. This will enable the project to proceed more efficiently.

E. RCW 35A.14.300 permits code cities by a majority vote to annex territory outside of the city limits of such city for any municipal purpose when such territory is owned by the city.

Section II

Pursuant to RCW 35A.14.300, that portion of NE Goodwin Road described in Exhibit A attached hereto, and illustrated in Exhibit B attached hereto and by this reference incorporated herein, being a portion of Clark County not heretofore incorporated as a city or town, and lying contiguous to the City of Camas, is hereby annexed to the City of Camas and made a part thereof.

Section III

The City Clerk is hereby directed to file with the Board of Clark County Commissioners of Clark County, Washington, a certified copy of this ordinance. The City Clerk is further directed to file with the Office of Financial Management a certificate as required by RCW 35A.14.700 within thirty (30) days of the effective date of this annexation. The City Clerk is further directed to take all other steps and to inform all other agencies of said annexation as may be necessary and proper.

Section IV

This ordinance shall take force and be in effect five (5) days from and after its publication according to law. The annexation of the aforescribed real property shall be effective as of the effective date of this ordinance.

PASSED by the Council and APPROVED by the Mayor this ____ day of March, 2014.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



proud past, promising future

CLARK COUNTY
WASHINGTON

Superior service that is responsive and cost justified

PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE



“Exhibit “A”
NE 13TH AVENUE AND NE GOODWIN ROAD
LEGAL DESCRIPTION

10/2/12

That portion of the right of way of NE Goodwin Road and NE 13th Street located in the north half of Section 29, and the southeast quarter of Section 20, Township 2 North, Range 3 East, Willamette Meridian, Clark County Washington, more particularly described as follows:

Beginning at the northeast corner of Lot 28 of the plat of Evergreen Acre Tracts, recorded in Book G of Plats, at Page 411, Clark County records, said point being also on the southerly right of way line of NE 13th Street, being also County Road Number 116; thence easterly and northeasterly along said right of way line and the southerly right of way line of NE Goodwin Road and the north line of the North Dwyer Creek Annexation per City of Camas Ordinance Number 2128, to the northernmost corner of Lot 10 of the Binding Site Plan, recorded in Book 54 of Surveys, at Page 24, Clark County Surveyor's Office

1300 FRANKLIN STREET • P.O. BOX 9810 • VANCOUVER, WASHINGTON 98666-9810 • <http://www.clark.wa.gov>
(360) 397-6118, EXTENSION 5130 • FAX (360) 759-6646 • TDD (360) 397-6057

EXHIBIT A
PAGE 1 OF 2

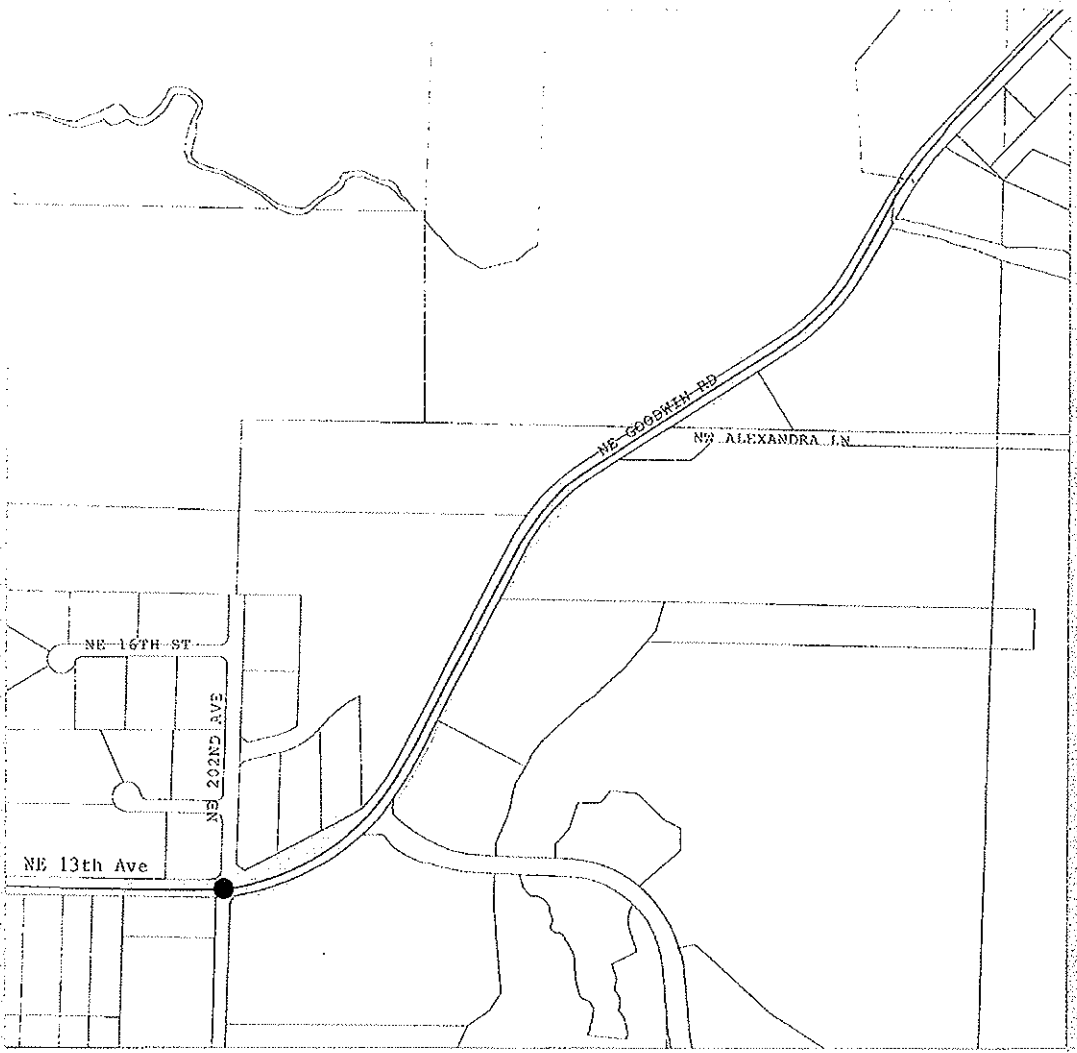
Records; thence continuing northeasterly, along said right of way line to its intersection with the southerly boundary of that property annexed by the City of Camas in Ordinance No. 2597, dated August 16th, 2010; thence northwesterly, along said southerly boundary 60 feet, to the northwesterly right of way line of said NE Goodwin Road; thence southwesterly along said northwesterly line, to the southernmost corner of Lot 1 of the Plat of Katie's Hill, recorded in Book H of Plats, at Page 274, records of Clark County; thence northwesterly along the southwesterly line of said Lot to the most southwesterly corner thereof; thence westerly and perpendicular to the centerline of NE 202nd Avenue 54 feet to the west right of way line of said Avenue, being also the east line of Lot 13 of the Plat of Morning Meadows Estates, recorded in Book 310 of Plats, at Page 801; thence south and southwesterly along said east line to the north right of way line of NE 13th Street; thence westerly along said line, being also the south line of Lots 12 and 13 of said plat, to its intersection with the northerly prolongation of the east line of Lot 28 of the said plat of Evergreen Acres; thence southerly, along said line to the northeast corner of said Lot 28, being also the south right of way line of said NE 13th Street and the Point of Beginning.

EXHIBIT A
PAGE 2 OF 2

NE 13th Ave &

NE Goodwin Rd

NE 1/4 of Section 29 T2R3E WM



- Major Roads
- State
- State On-Ramp
- Interstate
- Interstate On-Ramp
- Primary Arterial
- Arterial
- Roads
- Township Range Grid
- Municipal Jurisdiction
- Unincorporated
- Incorporated

Sheet B OF 1
PAGE

Set Dept Name in Preferences



Plot Date: Oct 5, 2012
Map produced by:
Information shown on this map was collected from several sources. Neither Clark County or the agency producing this document accept responsibility for any inaccuracies that may be present.

(Scale 1:5723.37) 200 0 200 400 600 800 Feet



ORDINANCE NO. 2696

AN ORDINANCE annexing a portion of NE Goodwin Road to the City of Camas, pursuant to the provisions of RCW 35A.14.300, Annexation for Municipal Purposes.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

The Council of the City of Camas makes that the following findings:

- A. The City is currently undertaking a street improvement project for NE Goodwin Road.
- B. The section of NE Goodwin Road that the City proposes to annex currently is a boundary between the City of Camas and Clark County.
- C. Clark County has previously quitclaimed to the City any ownership rights it has in and to the section of NE Goodwin Road that the City proposes to annex.
- D. By annexing the subject portion of NE Goodwin Road, the City of Camas will be the sole governmental agency in the permitting and management of the road improvement project. This will enable the project to proceed more efficiently.
- E. RCW 35A.14.300 permits code cities by a majority vote to annex territory outside of the city limits of such city for any municipal purpose when such territory is owned by the city.

Section II

Pursuant to RCW 35A.14.300, that portion of NE Goodwin Road described in Exhibit A attached hereto, and illustrated in Exhibit B attached hereto and by this reference incorporated herein, being a portion of Clark County not heretofore incorporated as a city or town, and lying contiguous to the City of Camas, is hereby annexed to the City of Camas and made a part thereof.

Section III

The City Clerk is hereby directed to file with the Board of Clark County Commissioners of Clark County, Washington, a certified copy of this ordinance. The City Clerk is further directed to file with the Office of Financial Management a certificate as required by RCW 35A.14.700 within thirty (30) days of the effective date of this annexation. The City Clerk is further directed to take all other steps and to inform all other agencies of said annexation as may be necessary and proper.

Section IV

This ordinance shall take force and be in effect five (5) days from and after its publication according to law. The annexation of the aforescribed real property shall be effective as of the effective date of this ordinance.

PASSED by the Council and APPROVED by the Mayor this ____ day of March, 2014.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



proud past, promising future

CLARK COUNTY
WASHINGTON

Superior service that is responsive and cost justified

PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE



"Exhibit "A"

**NE 13TH AVENUE AND NE GOODWIN ROAD
LEGAL DESCRIPTION**

10/2/12

That portion of the right of way of NE Goodwin Road and NE 13th Street located in the north half of Section 29, and the southeast quarter of Section 20, Township 2 North, Range 3 East, Willamette Meridian, Clark County Washington, more particularly described as follows:

Beginning at the northeast corner of Lot 28 of the plat of Evergreen Acre Tracts, recorded in Book G of Plats, at Page 411, Clark County records, said point being also on the southerly right of way line of NE 13th Street, being also County Road Number 116; thence easterly and northeasterly along said right of way line and the southerly right of way line of NE Goodwin Road and the north line of the North Dwyer Creek Annexation per City of Camas Ordinance Number 2128, to the northernmost corner of Lot 10 of the Binding Site Plan, recorded in Book 54 of Surveys, at Page 24, Clark County Surveyor's Office

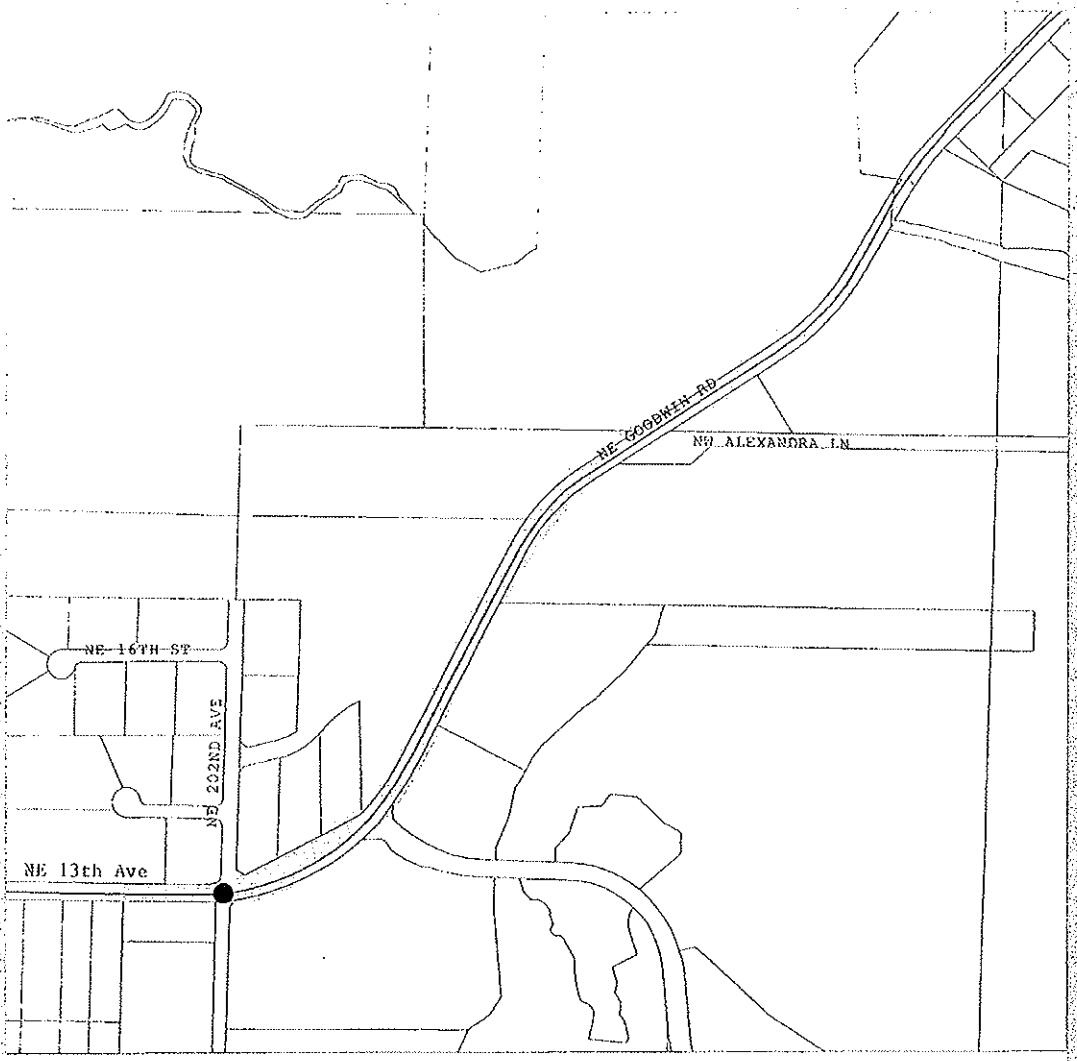
1300 FRANKLIN STREET • P.O. BOX 9810 • VANCOUVER, WASHINGTON 98666-9810 • <http://www.clack.wa.gov>
(360) 397-6138, EXTENSION 5130 • FAX (360) 759-6646 • TDD (360) 397-6937

EXHIBIT A
PAGE 1 OF 2

Records; thence continuing northeasterly, along said right of way line to its intersection with the southerly boundary of that property annexed by the City of Camas in Ordinance No. 2597, dated August 16th, 2010; thence northwesterly, along said southerly boundary 60 feet, to the northwesterly right of way line of said NE Goodwin Road; thence southwesterly along said northwesterly line, to the southernmost corner of Lot 1 of the Plat of Katie's Hill, recorded in Book H of Plats, at Page 274, records of Clark County; thence northwesterly along the southwesterly line of said Lot to the most southwesterly corner thereof; thence westerly and perpendicular to the centerline of NE 202nd Avenue 54 feet to the west right of way line of said Avenue, being also the east line of Lot 13 of the Plat of Morning Meadows Estates, recorded in Book 310 of Plats, at Page 801; thence south and southwesterly along said east line to the north right of way line of NE 13th Street; thence westerly along said line, being also the south line of Lots 12 and 13 of said plat, to its intersection with the northerly prolongation of the east line of Lot 28 of the said plat of Evergreen Acres; thence southerly, along said line to the northeast corner of said Lot 28, being also the south right of way line of said NE 13th Street and the Point of Beginning.

EXHIBIT A
PAGE 2 OF 2

NE 13th Ave &
 NE Goodwin Rd
 NE 1/4 of Section 29 T2R3E WM



- Major Roads
 - State
 - State On-Ramp
 - Interstate
 - Interstate On-Ramp
 - Primary Arterial
 - Arterial
- Roads
 - Township Range Grid
 - Municipal Jurisdiction
 - Unincorporated
 - Incorporated

EXHIBIT B OF
 PAGE 1 OF 1

Set Dept Name in Preferences



Plot Date: Oct 5, 2012
 Map produced by:

Information shown on this map was collected from several sources. Neither Clark County or the agency producing this document accept responsibility for any inaccuracies that may be present.



(Scale 1:5723.37) 200 0 200 400 600 800 Feet



Approximate location of annexation area

Staff Report
Final Plat of Summit at Columbia Vista Phases 3 and 4
File No. FP13-04

(Related Files: SUB04-06, MajMod07-01, MinMod12-02, FP07-03 Phase 1, FP13-02 Phase 2, and MinMod14-01)

TO: Mayor Higgins
City Council

REPORT DATE: February 25, 2014

LOCATION: Phases 3 and 4 are generally located east of the intersection of NW 24th Avenue and NW Maryland Street. The property is located at a portion of the Southwest 1/4 of Section 4 and the Northwest 1/4 of Section 9, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington.

OWNER: Terry Wollam
Summit at Columbia Vista, LLC
15209 SE Evergreen Hwy
Vancouver, WA 98683

APPLICABLE LAW: Camas Municipal Code Chapters (CMC): Section 17.21 Procedures for Public Improvements, Chapter 18.55-Procedure, and Revised Code of Washington Chapter 58.17

BACKGROUND INFORMATION

Proposed Lots:

- 38 Single-family Lots

Acreages/Areas:

- Total: 10.59 acres
- Recreational open space: 0.74 acres

The Summit at Columbia Vista is a 122 lot subdivision that was approved with four phases. The current request is for final plat approval of Phase 3 with 26 lots and Phase 4 with 12 lots. The property is generally located north of NW 16th Avenue and NW Klickitat Street along the western flank of Prune Hill.

This staff report addresses the requirements for final plat approval of Phases 3 and 4. There are several conditions from the preliminary plat approval that specify particular lots or tracts that have been renumbered through subsequent decisions. Where this occurs, staff made note of the change.

| Conditions of Approval (Min Mod 12-02) | Findings |
|---|--|
| 1. The applicant may develop the Summit at Columbia Vista in four phases. | Phased drawings were approved and are on file. |
| 2. The rear setback of Phase 3 Lot 21 may be no less than 22-½ feet from the property line. This condition shall be included on the final plat. | See Note #15 for compliance |

| Conditions of Approval (Min Mod 12-02) | Findings |
|---|--|
| 3. The final grade of Tract "M" shall be contoured with the adjacent development's open space at Tract "A" of Columbia Summit Estates II. | Complies |
| 4. The applicant shall provide landscape details for continuous, uniform fencing and vegetation ... <i>[text removed from report for brevity]</i> . | Approved with Phase 2 |
| 5. The approved fencing and landscaping of Tract "E" shall be installed prior to Final Acceptance of Phase III. | Condition applies to Final Acceptance. |
| 6. Consistent with CMC 18.09.060(D), Lot 31 shall be reduced from over 12,700 sq. ft. down to approximately 9,000 sq. ft. The square footage reduction to Lot 31 will ... <i>[text removed from report for brevity]</i> . | Approved with Phase 2 |

| Conditions of Approval (SUB04-06) | Findings |
|--|--|
| SEPA Conditions | Complies |
| 1. Erosion control measures shall be implemented in accordance with the practices identified in the checklist, and shall be detailed and submitted in an Erosion Control Plan consistent with City requirements. Erosion control measures shall be in place prior to clearing or grading. | Complies |
| 2. Fugitive emissions associated with construction must be controlled at the excavation site, during transportation of excavated material, and at any disposal site. | Complies |
| 3. Surface water treatment and conveyance systems shall be designed in accordance with the 1992 Puget Sound Stormwater Manual or as revised. Stormwater runoff shall be treated for quality and controlled in quantity prior to discharge. | Complies |
| 4. Storm water treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Storm Water Manual design guidelines (or as revised). Final storm water calculations shall be submitted at the time of final construction plan submittal. | Facility is within Phase 2 |
| 5. The applicant shall secure all required local, state, or federal permits prior to final plat approval. | Complies |
| 6. To help minimize noise impacts to the adjacent residential neighborhoods, equipment shall be properly muffled and construction regarding site improvements shall be confined from 7:00 a.m. to 7:00 p.m., Monday through Saturday. | Complies |
| 7. The applicant shall comply with the Parks and Open Space Comprehensive Plan, adopted January, 2000. The site is located within an area where a regional trail (T-5) is identified... <i>[text removed from report for brevity]</i> | T-5 trail constructed during Phase 2 and is shown on plat. |
| 8. The applicant shall install traffic calming improvements, acceptable to the City, along Maryland Street and Street 'B'. The traffic calming improvements shall be submitted to the Engineering Department for review and approval. | Complies |
| <ul style="list-style-type: none"> • Due to lot access and potential impacts to the City-owned parcel to the west, Maryland Street improvements will necessitate the execution of a developer agreement. Said developer agreement shall address specific improvements to Maryland Street and potentially a boundary lot adjustment. | Agreement approved by Council on February 18, 2014. |

| Conditions of Approval (SUB04-06) | Findings |
|---|---|
| Planning | |
| 1. The applicant shall construct and install prior to final plat approval, a wall of acceptable height and materials (6-foot block or concrete) or a combination of fencing and landscaping acceptable to the City, along NW 16 th Avenue, to generally provide privacy and security to lot. | Constructed during Phase 1 |
| 2. All lots on the final plat shall include building envelopes with setbacks as follows: 1) Front Setback: 20 feet ; 2) Minimum side yard and corner lot rear yard: 5 feet ; 3) Minimum side yard Flanking a street: 20 feet ; 4) Minimum rear yard: 25 feet ; 5) Minimum lot frontage on a cul-de-sac or curve: 30 feet . <i>The side yard, along E Street on the south end of Lot 53 may be reduced from 20 feet to 10 feet.</i> | Lots comply with standard, except for Lot 21 as modified by MinMod12-02. |
| 3. The phasing plan submitted on February 14, 2005 and recommended for approval by both staff and the Planning Commission is recognized as an approved phasing plan. | Condition modified by MinMod12-02. |
| 4. Street trees and landscaping of storm drainage facilities shall be installed in compliance with CMC 17.19.030 (F). Landscape plans demonstrating compliance will be required to be submitted for review and approval with the final construction plans. | Complies |
| 5. All existing significant trees within Tracts "G", "F", "L", and "K" shall be left undisturbed unless otherwise authorized by the City. The final grading and engineering plans will be required to identify the significant trees consistent with the existing conditions plan (08-11-04) and provide necessary measures to ensure preservation of these trees. | Mitigation plan was approved during Phase 2 |
| 6. All grading shall take place outside the drip line of those significant trees to be retained except that the City Engineer may approve grading within the drip line if it can be demonstrated that such grading can occur without damaging the tree or trees. | Mitigation plan was approved during Phase 2 |
| 7. A revised Wildlife Habitat Buffer Mitigation plan shall be submitted, reviewed and approved by the City, addressing the cumulative impacts resulting from the filling, altering of the water courses, and removal of vegetation within the buffer areas of the northern and southern streams based on the final lot layout. The City may impose additional conditions as necessary to ensure appropriate implementation of an approved plan. | Submitted with Phase 2 and approved. |
| 8. The Boundary Line adjustment submitted has been tentatively approved with this decision and shall be recorded and finalized with the final plat. | Condition satisfied with Phase 1 |
| Fire | |
| 1. Fire apparatus access shall be provided to within 150 feet of all portions of the exterior of the first story of all structures, as measured by an approved route around the exterior of the structure. UFC 902.2.1 | Complies |
| 2. Structures in excess of 3,600 total square feet shall be reviewed by the Fire Department for fire flow requirements, and water supply availability, prior to issuing a building permit. UFC 903.3 | Complies |
| 3. Five fire hydrants required. Hydrant locations and street names will be determined at the time of application for final plat. | Complies |
| Engineering | |
| 1. Prior to final plat approval the applicant shall provide additional geotechnical analysis that addresses the feasibility of Lots 35, 40-44, 95-98, 103-105, 110 and 111 per the geotechnical report recommendations, reduce the slopes and or cut/fill depths, or eliminated from these lots from the final plat. | Site grading plan complies (e.g. highest walls are now less than 12-feet) |

| Conditions of Approval (SUB04-06) | Findings |
|---|---|
| 2. The final engineering grading plans shall show slopes on Tracts C, D, and H that conform to the requirements of the geotechnical report for maximum slope. | Not in these phases |
| 3. All proposed retaining walls over 4 feet in height and all cut or fills over 20 feet will require structural engineering design submittals from a Washington State licensed geotechnical engineer. The proposed retaining walls shall not be located within the proposed public right-of-way. Maintenance of the proposed retaining walls will be the responsibility of the HOA. | Complies |
| 4. The proposed grading plan shows an access easement or flag stem for lots 40, 68, and 69. The proposed slope of this access is over the 15% allowable by code. Through the final plat and grading plan, the applicant shall comply with the requirements of CMC 17.19.030(D)(5) which requires a maximum of 15% slope, or eliminate the proposed lots. | Lots are within Phase II |
| 5. No construction spoils shall be placed on building lots. Any fill material placed on lots must be engineered structural fill, unless placed in the front or rear setback to a maximum of 6 inches in total depth. | Complies |
| 6. The development shall comply with Camas Municipal Code (CMC) 15.32 for any land disturbing activity... <i>[text removed from report for brevity]</i> . | Complies |
| 7. The project is located within the Fisher Basin Stormwater Area and as such the applicant shall pay the required applicable fee per developed acre prior to final plat signatures in accordance with CMC 13.88. | The application is subject to a revision of CMC 13.88 that requires this fee to be collected at the time of building permit issuance. |
| 8. The proposed grading plan shows grading on Tax Lot 5 owned by Ronald M.Wade. ... <i>[text removed from report for brevity]</i> . | Property was purchased and included as MajMod 07-01 |
| 9. The applicant shall provide final stormwater engineering analysis that addresses handling the storm water from the site on site <i>unless otherwise approved by City Council</i> . | Complies |
| 10. The final engineering plans shall show NW 16 th Avenue frontage improvements including a left turn lane, sidewalk, curb and gutter, landscaping, street lighting, a wall or fencing and the T-5 trail crossing. | Condition satisfied at Phase 1 |

| Conditions of Approval (MajMod07-01) | Findings |
|--|---|
| 1. The applicant shall be subject to all pertinent conditions of approval of the original decision for The Summit at Columbia Vista (SUB04-06) as well as the following conditions. | See findings throughout this report |
| Planning Department | |
| 2. The approved phasing plan of this development is dated April 4, 2007, which supersedes previously approved phasing plans. | Condition was superseded by MinMod12-02 |
| 3. Pursuant to SEPA, the applicant shall install continuous fencing along the boundary of the natural open space tracts (Tracts F and G) to better protect the natural open space areas. The portion of required fencing and signage that is adjacent to lots within each phase shall be installed prior to final plat approval of each phase. | Does not apply to Phases 3 and 4 |
| 4. Prior to final plat, the applicant shall provide a landscape plan to be approved by the Planning Department for the stormwater tract (Tract I) and... <i>[text removed from report for brevity]</i> | Completed during Phase 2 |
| 5. The applicant shall provide trees in the front yards or planter strip of the right-of-way for every new lot in Phases 2 and 3, except for flag lots. Trees shall be installed prior to substantial completion of each | Complies for Phases 3 and 4 |

| Conditions of Approval (MajMod07-01) | Findings |
|---|--|
| phase. Prior to final platting, the applicants shall provide financial surety in the amount of 105% for replacement costs of said trees to ensure 100% survival rate until issuance of occupancy permits for each lot. | |
| 6. Prior to final plat, the applicant shall provide financial surety acceptable to the City in the amount of 105% of a landscape engineer's estimated costs of materials and installation for landscaping and fencing/walls. §17.19.030 (D5)...[text removed from report for brevity]. | Complies |
| Engineering Department | |
| 7. The applicant shall meet the requirements of CMC 12.36 for gated entries and provide unobstructed pedestrian ingress and egress through the gated entry. Additionally, the following note shall be added to the face of the final plat: "The T-5 Neighborhood Loop Trail traverses over across and through the gated portion of this development. This trail system is a public trail and is open to the public in accordance with City trail and parks use regulations" ...[text removed from report for brevity] | See Plat Note 9 for compliance |
| 8. Building permits shall not be issued until this subdivision is deemed substantially complete and the final plat is recorded and approved by the Planning, Engineering, Building and Fire Departments. | Will comply as required and per Plat Note 2. |
| 9. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the Public Works Department and OAHF. | Complies |
| 10. The applicant shall clean all mud and debris from streets, stormwater ponds, swales, basins, laterals, manholes, mains, and other related appurtenances at the end of the two-year warranty period. | Will comply as required. |
| 11. 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. | Complies |
| 12. All homes constructed within Phase 3 shall have automatic fire sprinkler systems designed and installed in accordance with NFPA 13D. | Will comply as required and per Plat Note 10. |
| 13. The applicant shall install a sidewalk along the frontage of proposed Tract H prior to substantial completion of Phase 3. | Completed with Phase 2 |
| 14. The applicant shall provide a pedestrian path in a tract or easement between proposed Lots 21 and 30 to provide a pedestrian connection between the T-5 trail and NW Larkspur Street. | Interior pathways were modified through MinMod 12-02. There is not a path between Lots 21 and 30. |
| 15. The applicant shall form a homeowners association for this development to provide for the maintenance of private storm water facilities, shared driveway tracts, private streets and open space tracts retained by the Homeowners Association or Developer. The applicant shall submit C.C. & R.'s to the City for review and approval. The C.C. & R.'s shall address the specific requirements for maintenance of the private stormwater facilities and any other private amenities provided by the applicant. | There are no storm facility tracts in Phases 3 or 4. C.C. & R.'s as submitted assign storm facility maintenance to Phase 2 lots. |
| Plat Notes | |
| 16. A right of entry is hereby granted to the City of Camas for the repair and maintenance of the STEF sewer system. | Plat note 4 |
| 17. All costs associated with the installation of the STEF systems for individual lots will be the responsibility of said individual lot owners. | Plat note 5 |

| Conditions of Approval (MajMod07-01) | Findings |
|---|--|
| 18. No further short platting or subdividing will be permitted once the final plat has been recorded. | Plat note 6 |
| 19. A final occupancy permit will not be issued by the Building Department until all subdivision improvements are completed and accepted by the City. | Plat note 7 |
| 20. The lots in this subdivision are subject to traffic impact fees, school impact fees, and park/open space impact fees. Each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance. A park/open space impact fee credit of _____ will be applied to all lots. | Plat note 8 |
| 21. The lots in this subdivision are subject to payment of the Fisher Basin Stormwater Fee at the time of building permit issuance. | Does not apply to these phases |
| 22. The T-5 Neighborhood Loop Trail traverses over across and through the gated portion of this development. This trail system is a public trail and is open to the public in accordance with City trail regulations. | Plat note 9 |
| 23. Automatic fire sprinkler systems designed and installed in accordance with NFPA 13D are required in all structures accessing off of all 52' wide right-of-ways, flag lots, private streets or access easements. | Plat note 10 |
| 24. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the Public Works Department and OAHP. | Plat note 11 |
| 25. Maximum building lot coverage is 40%. | Plat note 12 |
| 26. The city is not responsible for construction, maintenance or snow removal of private streets. | Plat note 13 |
| SEPA MITIGATION CONDITIONS for MajMod07-01 | |
| 1. Erosion control measures shall be implemented in accordance with the practices identified in the checklist, and shall be detailed and submitted in an Erosion Control Plan consistent with City requirements. Erosion control measures shall be in place prior to clearing or grading. | Complies |
| 2. Given that the entire short plat parcel contains slopes steeper than fifteen percent, the applicant shall comply with CMC 16.90 in addition to the recommendations provided by Columbia West, the geotechnical engineer. CMC16.90 requires that grading and all other earthwork be restricted to occur during dry summer months for slopes steeper than fifteen percent. The applicant shall also provide lot specific engineering as recommended on page 3 of the Supplemental Geotechnical Site Investigation (February 27, 2007). | Applicant modified grading plan and complies with standards. |
| 3. Fugitive emissions associated with construction must be controlled at the excavation site, during transportation of excavated material, and at any disposal site. | Complies |
| 4. During dry weather months, the contractor shall provide a plan acceptable to the city for controlling dust control (i.e.: the use of watering trucks). On windy days and/or where dust is impacting adjacent properties, the project will be shut down until proper mitigation is in place. The contractor will be responsible for all off site impacts resulting from the dust control. | Complies |
| 5. Surface water treatment and conveyance systems shall be designed in accordance with the 1992 Puget Sound Stormwater Manual or as revised. Stormwater runoff shall be treated for quality and controlled in quantity prior to discharge. | Complies |

| Conditions of Approval (MajMod07-01) | Findings |
|--|--------------------------------------|
| 6. Storm water treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Storm Water Manual design guidelines (or as revised). Final storm water calculations shall be submitted at the time of final construction plan submittal. | Complies |
| 7. The applicant shall submit a revised Wildlife Habitat Buffer mitigation plan during engineering review of Phase 2 (or any phase subsequent to Phase 1). The mitigation plan shall be approved by the community development and installed prior to approval of any final plat phase after Phase 1. | Compliance met during Phase 2 |
| 8. The approved mitigation plan shall provide the following items: <i>...[subsections "a" to "e" removed from report for brevity].</i> | Compliance met during Phase 2 |
| 9. To help minimize noise impacts to the adjacent residential neighborhoods, equipment shall be properly muffled and construction regarding site improvements shall be confined from 7:00 a.m. to 7:00 p.m., Monday through Saturday. | Complies |
| 10. The applicant shall comply with the Parks and Open Space Comprehensive Plan, adopted January, 2000. The site is located within an area where a regional trail (T-5) is identified... <i>[text removed from report for brevity].</i> | Complies and is noted as Plat Note 9 |
| 11. The entire length of the constructed T-5 trail shall be shown on the final plat and a notation to this effect shall be adjacent to the depicted trail. | Noted on final plat as required. |

| Condition of approval (MinMod14-01) | |
|--|---|
| The applicant shall enter into a maintenance agreement with the City of Camas to maintain NW Maryland Street, as approved by the City. The agreement must be recorded prior to Final Plat approval of Phases 3 and 4; and the recording number included on the face of the plat. | Council approved agreement at meeting on February 18, 2014. Plat includes recording number. |

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 state and local regulations.

STAFF RECOMMENDATION

APPROVE the final plat of Summit at Columbia Vista Phases 3 and 4 (file #FP13-04) as submitted.

