



**CITY COUNCIL MEETING AGENDA**  
**Tuesday, September 3, 2013, at 7 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

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

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENTS**

**V. CONSENT AGENDA**

- A. Approve the minutes of the August 19, 2013, Camas City Council Meeting and the Work Session minutes of August 19, 2013.
- B. Approve claim checks as approved by the Finance Committee.
- C. Authorize Pay Estimate No. 2 for Project SS-579A 2013 NW Leadbetter and Grass Valley Park Wetland Maintenance to Sound Native Plants, Inc., in the amount of \$1,658.76. The pay estimate is for work completed in June, 2013. (submitted by Anita Ashton)
- D. Authorize Release of Retainage for Project S-576A 2013 Asphalt Repairs to Michael Green Construction, Inc., in the amount of \$1,151.22. All required City and State project documentation has been received and verified. (submitted by Eric Levison)
- E. Authorize Pay Estimate No. 2 for Project P-862 Lacamas Lake Lodge Building Improvements to JWC, LLC General Contractor for the work period ending August 23, 2013, in the amount of \$375,558.80. The project is primarily funded by a state loan. (submitted by James Hodges)
- F. Authorize the removal of two hazardous trees within Tract "D" at Hunter Ridge Estates and require mitigation planting. Mitigation of felled trees will require that the landowner replace the two (2) significant trees with four (4) replacement trees with a minimum caliper of two inches. The required trees shall be located within Tract "D" within close proximity of those that were removed. Installation of the trees must occur within six months of removing the hazardous trees. (submitted by Sarah Fox)

- G. Authorize the Mayor to sign the new Interlocal Agreement with the City of Washougal for animal control services. The City of Camas contracts for animal control services with the City of Washougal. This arrangement has been in effect since 1983, under the terms of an Interlocal Agreement. The 1983 Interlocal has become outdated and was in need of revision in several sections. The City of Washougal took the lead in revising the old Interlocal to meet the needs of the program. This was first presented at a Joint Camas/Washougal workshop on April 8, 2013, and was again presented at the workshop on August 19, 2013. (submitted by Mitch Lackey)
- H. Authorize Pay Estimate No. 4 for Project WS-720A 2013 STEP/STEF Tanking Pumping to AAA Septic Service in the amount of \$4,206.00 for work completed through July 31, 2013. This project is budgeted and fully funded. (submitted by James Hodges)
- I. Authorize Pay Estimate No. 5 for Project S-545 NW 38<sup>th</sup> Avenue/SE 20<sup>th</sup> Street Extension Roadway Improvements Phase 1 to Tapani, Inc., in the amount of \$617,092.97. The pay estimate is for work completed from July 1, 2013 through July 31, 2013. (submitted by Anita Ashton)
- J. Authorize the Mayor to sign a professional services contract with Moore Iacofano Goltsman (MIG), Inc. The Professional Services Contract with MIG, Inc., in the amount of \$47,203 (includes optional tasks) is to assist the City with updating the Parks, Recreation, and Open Space Comprehensive Plan. The comprehensive plan is required by the Washington State Recreation and Conservation Office to be updated every six years to remain eligible to compete in certain grant programs administered by the agency. The City's last update was adopted in 2007. The project is budgeted and is expected to be completed by early 2014. (submitted by Jerry Acheson)
- K. Authorize Pay Estimate No. 1 (final) for Project S-576D 2013 Grind/Overlay Brady Road to Granite Construction Company in the amount of \$82,553.29. Select bid items were increased based on site conditions including additional asphalt on Brady overlay and pavement repair sections. (submitted by Eric Levison)
- L. Authorize the Bid Award for Project P-862B Heritage Park Phase 2 Boat Launch and Parking Improvements to Tapani, Inc., at their bid price of \$391,432.40. Bids for this project were received and opened after 2pm on August 27, 2013. A total of seven bids were received. The lowest responsive bid was submitted by Tapani Inc., which included state sales tax. The bids have been fully reviewed and staff recommends award of the subject project to Tapani, Inc. The project is budgeted and primarily funded by a Recreation and Conservation Office (RCO) Grant through the State of Washington. (submitted by James Hodges)

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

#### **VI. NON-AGENDA ITEMS**

- A. Staff
- B. Council

## **VII. MAYOR**

- A. Announcements
- B. Day of Service Proclamation
- C. Constitution Week Proclamation

## **VIII. COMMUNITY DEVELOPMENT**

- A. Public Hearing – Lacamas Northshore Development Agreement
  - 1. Details: Public hearing to consider a Development Agreement between Lacamas North Shore and the City of Camas. This agreement would replace a prior Development Agreement between the parties.  
Department/Presenter: Phil Bourquin, Community Development Director  
Recommended Action: Conduct a public hearing and move to approve the Development Agreement as proposed or modified through the hearing and direct the City Attorney to prepare a resolution for adoption on September 16, 2013.
- B. Public Hearing to Consider the 2013 Comprehensive Plan Amendments
  - 1. Details: The City received one application from Daley, MacDonald & Mackay (File No. CPA13-01), and has carried forward two proposals from the 2012 annual review, which are named North Dwyer Creek (File No. CPA12-02) and North Shore (File No. CPA12-01). The City also proposes to adopt a Comprehensive Stormwater Drainage Plan. The Planning Commission forwarded a recommendation of approval for the consolidated amendments on August 20, 2013. The map amendments, along with corrections to minor mapping errors, are displayed on a draft “Camas Comprehensive Plan” map and a draft “Camas Zoning” map, which are available for review on the City’s website.  
Department/Presenter: Sarah Fox, Senior Planner  
Recommended Action: Conduct a public hearing, accept testimony, deliberate on the cumulative effects on the City’s comprehensive plan, and render a decision on the 2013 Comprehensive Plan Amendments to approve as recommended; approve with additional conditions; modify, with or without the applicant’s concurrence; deny; or remand.

## **IX. FIRE**

- A. Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application
  - 1. Details: As Council knows, the fire department applied for, and was awarded, a federal grant to pay for the hire of three firefighters in 2012. That grant funding expires in August of 2014. Without increased revenues or substantially decreased expenditures, it is anticipated these positions will have to be eliminated once the funding runs out. Currently the SAFER Grant application period is open once again and the department is proposing applying for the grant to continue funding the SAFER positions for two additional years beyond August 2014. Over 70 percent of the grant funding this year is being reserved for maintaining SAFER hires, so the department feels that the City has a good chance and that staff should at least attempt to get the grant again. Being awarded the grant again would amount to a

two year extension of the City's current SAFER Grant. Chief Nick Swinhart and City Administrator Nina Regor will be present to answer questions.  
Department/Presenter: Nick Swinhart, Fire Chief  
Recommended Action: Formal approval of the grant application submission

**X. PUBLIC COMMENTS**

**XI. ADJOURNMENT**

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



**CITY COUNCIL WORKSHOP MEETING MINUTES - Draft**  
**Monday, August 19, 2013 at 4:30 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> 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 and Shannon Turk

Excused: Melissa Smith

Press: Heather Acheson, Camas-Washougal Post Record

**III. PUBLIC COMMENTS**

There were no comments from the public.

**IV. SPECIAL PRESENTATIONS**

**A. Arts Commission**

Details: A report on the arts economy in Camas and the surrounding area was given.

Department/Presenter: Donna Roberge Nozel, Clark County Arts Commission - Camas Representative

**B. Downtown Camas Association (DCA) Annual Update and 2014 Budget Request**

Details: A Power Point Presentation was given about DCA's Accomplishments for 2013 and goals for 2014.

Department/Presenter: Brenda Schallberger, DCA Program Coordinator

**V. PUBLIC WORKS DEPARTMENT**

**A. 2013 Comprehensive Stormwater Drainage Plan**

Details: This is the first comprehensive plan developed for the Storm Utility. The plan was developed to provide a framework for understanding the regulatory

environment, define watershed basin characteristics, identify capital improvements, and develop the financing for implementation. The plan has been presented at a Council Workshop, Planning Commission Workshop and Planning Commission Public Hearing. The State Environmental Policy Act (SEPA) Determination is complete, along with the Department of Commerce review. No substantive comments were received from any of the public process.

The Stormwater Plan will be placed on the September 3, 2013, Regular Agenda and be considered as part of the cumulative effects public hearing to be held on September 3<sup>rd</sup> for the overall City Comprehensive Plan Update. If approved formally, it will be placed as an ordinance on the September 16<sup>th</sup> Regular Agenda.

Department/Presenter: Eric Levison, Public Works Director

[Draft Storm Plan](#) 

[Planning Commission Staff Report](#) 

[Planning Commission Minutes](#) 

## **B. Miscellaneous and Updates**

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

Levison reported that the street paving has been completed in Camas and the focus will be directed toward cleaning main lines, stormwater drains and catch basins within the City.

In response to a question by Council member Hogan, Levison and Bourquin responded that the NW 38<sup>th</sup> Project is on schedule.

## **VI. COMMUNITY DEVELOPMENT DEPARTMENT**

### **A. Lacamas North Shore Development Agreement**

Details: Development Agreement for a proposed revised Lacamas North Shore Development Agreement. Staff has placed a request for a hearing date on the August 19<sup>th</sup> Consent Agenda.

Department/Presenter: Phil Bourquin, Community Development Director

[Existing North Shore Development Agreement](#) 

[Revised 8-26 Northshore Development Agreement Proposal.pdf](#)

**B. 2013 Comprehensive Plan Amendments (Attachments added on August 19, 2013)**

Details: The City received one application from Daley, MacDonald & Mackay (file #CPA13-01), and has carried forward two proposals from the 2012 annual review, which are named North Dwyer Creek (file #CPA12-01) and North Shore (file #CPA12-01). The City also proposes to adopt a Comprehensive Stormwater Drainage Plan. All of the proposed amendments were recommended for approval at individual public hearings before the Planning Commission. A decision on the consolidated amendments is pending. The map amendments, along with corrections to minor mapping error, are displayed on a draft "Camas Comprehensive Plan" map and a draft "Camas Zoning" map, which are available for review.

This item will be on the August 19th Consent Agenda to set a public hearing date of September 3, 2013, to consider the cumulative impacts of the 2013 Comprehensive Plan amendments.

Department/Presenter: Sarah Fox, Senior Planner

[2013 Comprehensive Plan Amendments Staff Report \(CPA13-02\)](#) 

[Attachment "A" Staff Report on North Shore Comprehensive Plan Amendment \(CPA12-01\)](#) 

[Attachment "B" Staff Report on Comprehensive Storm Drainage Plan](#) 

[Attachment "C" Draft Comprehensive Plan Map](#) 

[Attachment "D" Draft Zoning Map](#) 

[Attachment "E" Rose Property Analysis](#) 

**C. Tree Removal Request at Hunter Ridge Estates**

Details: The Hunter Ridge Estates Homeowner's Association requested removal of two hazardous trees within Tract "D". The request requires City Council approval per Plat Note #11. This item will be placed on the September 3, 2013, Consent Agenda.

Department/Presenter: Sarah Fox, Senior Planner

[Hunter Ridge Estates Misc 13-01 Staff Report](#) 

[MISC13-01 Hunter Ridge Estates](#) 

[Hunter Ridge Estates plat](#) 

**D. P-862B - Heritage Boat Launch and Parking Improvements**

Details: Project P-862B is being advertised publically to solicit bids for the project. The project provides for improvements to the existing Heritage Park, and includes additional width to the existing boat launch, a new dock structure, and additional parking for boats and passenger vehicles. Bids will be received and read on August 27, 2013. The project is 75% funded by a state grant of up to \$418,068.00 from the Recreation and Conservation Office (RCO) and 25% funded (\$141,000) from the City's Growth Management Account. Project P-862B will be added to the September 3, 2013, Consent Agenda for award.

Department/Presenter: James Hodges, Project Manager

Mayor noted that he fielded a question from staff at the Camas School District, affirming to staff that the half street improvements for Lacamas Lake Lodge will be completed by the beginning of the school year and then asked Levison and Bourquin to be attentive to the situation.

**E. Miscellaneous and Updates**

Details: Updates on miscellaneous or emergent items

There were no miscellaneous or emergent items.

**VII. POLICE DEPARTMENT**

**A. Inter-local Agreement with the City of Washougal for Animal Control Services**

Details: The City of Camas contracts for animal control services with the City of Washougal. This arrangement has been in effect since 1983, under the terms of an Inter-local Agreement. The 1983 Inter-local has become outdated and in need of revision in several sections. The City of Washougal took the lead in revising the old Inter-local to meet the needs of the program. This was first presented at a joint Camas/Washougal Workshop on April 8, 2013. The new agreement was reviewed by staff.

Jennifer Forsberg (City of Washougal) and Lackey responded to Council's questions. Council confirmed the revised interlocal agreement is ready to be placed on the September 3rd Regular Agenda. It was the consensus of the Council that animals that are picked up without a license should not be returned to the owner until the animal is licensed. Lackey will consult with staff from the Finance Department about how to facilitate this.

Council members Anderson and Chaney requested a copy of the recent annual reports for Animal Control.

Department/Presenter: Jennifer Forsberg (Washougal) and Mitch Lackey, Police Chief (Camas)



## VIII. FIRE DEPARTMENT

### A. **Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application**

Details: As Council knows, the Fire Department applied for, and was awarded, a federal grant to pay for the hire of three firefighters in 2012. That grant funding expires in August of 2014. Without increased revenues or substantially decreased expenditures, it is anticipated these positions will have to be eliminated once the funding runs out. Currently, the SAFER Grant application period is open once again and the department is proposing applying for the grant to continue funding our (SAFER) positions for two additional years beyond August 2014. Over 70% of the grant funding this year is being reserved for maintaining SAFER hires, so the department feels the City will have a good chance at receiving the grant and that staff should at least attempt to get the grant again. Being awarded the grant once more will amount to a two-year extension of the City's current SAFER Grant. Formal approval for the SAFER Grant will be submitted at the September 3rd Regular Council meeting.

Department/Presenter: Nick Swinhart, Fire Chief

## IX. FINANCE DEPARTMENT

### A. **Budget Overview and Capital Revenue**

Details: The Power Point Presentation reviewed the new process and schedule for the 2014 Budget preparation. The presentation included a discussion about the budget steps for City Council prior to adoption of the 2014 Budget as well as a proposed calendar. The second part of the presentation was about the status of capital revenues for the coming budget year.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Budget Process & Capital Budget - Camas 2014](#) 

## X. CITY ADMINISTRATION

### A. **Update on C-Tran Board Composition Committee**

Mayor Higgins moved this item to the Regular Council Meeting at 7 p.m. (Item VII. B)

### B. **Lodging Tax Advisory Committee Recommendation**

Details: The Lodging Tax Advisory Committee forwarded a recommendation to authorize the use of \$750.00 from the Lodging Tax funds to cover expenses

incurred for the 2013 Camas Days Event by the Camas Washougal Chamber of Commerce. This item will appear on the August 19, 2013, Consent Agenda.

Department/Presenter: Nina Regor, City Administrator, and Council member Linda Dietzman

**C. Miscellaneous and Scheduling**

Details: Updates on miscellaneous or scheduling items

There were no updates on miscellaneous or scheduling items.

**XI. COUNCIL COMMENTS AND REPORTS**

Mayor postponed Council comments until the Regular Council Meeting at 7 p.m.

**XII. PUBLIC COMMENTS**

Chris Kralik, 631 NW 18th Loop, Camas, WA requested a copy of the budget calendar. Cathy Huber-Nickerson said a copy would be available for Kralik.

**XIII. ADJOURNMENT**

The meeting adjourned at 6:30 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 8-15-2013](#) 

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Mayor

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City Clerk



**CITY COUNCIL REGULAR MEETING MINUTES - Draft**  
**Monday, August 19, 2013 at 7:00 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

**I. CALL TO ORDER**

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

Excused: Melissa Smith

Staff: Kristin Berquist, Phil Bourquin, James Carothers, Sherry Coulter, Mitch Lackey, Eric Levison, Sara Fox, Nina Regor, and Nick Swinhart

Press: Heather Acheson, Camas-Washougal Post Record

**IV. PUBLIC COMMENTS**

There were no comments from the public.

**V. CONSENT AGENDA**

Mayor stated that Item H. Lodging Tax Advisory Funds was added to the Consent Agenda and that the item was discussed at the August 19th Council Workshop.

- A.** Approve the minutes of the August 5, 2013, Camas City Council Meeting and the work session minutes of August 5, 2013

[City Council Workshop August 5, 2013](#) 

[City Council Meeting Minutes August 5, 2013](#) 

- B.** Approve claim checks 118059 – 118225 in the amount of \$1,017,629.74 as approved by the Finance Committee

- C.** Authorize the write-off of the July 2013 Emergency Medical Services (EMS) billings in the amount of \$32,558.25. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving

payments from Medicare, Medicaid and secondary insurance. (submitted by Pam O'Brien)

- D. Authorize the write-off of four utility accounts in the amount of \$760.69 due to bankruptcy discharge. (submitted by Pam O'Brien)
- E. Authorize the Mayor to sign the Recreation and Conservation Office (RCO) Project Agreement to receive the grant funds for the Heritage Park Phase Two Project. The project consists of widening the existing boat launch, adding a new loading dock, and expanding parking to include 22 car size parking stalls and 24 cars with trailers size parking stalls. The project is recognized in the approved 2013 Budget in the amount of \$560,000. The grant amount is for 75% (\$419,000) and the remaining 25% (\$141,000) is from the Growth Management Account. The topic was introduced at the July 15th Workshop and the City Attorney has reviewed the agreement. (submitted by Jerry Acheson)

[Agreement](#) 

- F. Authorize setting a public hearing date of Tuesday, September 3, 2013, to consider the Development Agreement for a proposed revised Lacamas North Shore Development Agreement. (submitted by Phil Bourquin)

[RecordedNorthshoreDA100610](#) 

[Revised 8-26 Northshore Development Agreement Proposal.pdf](#)

- G. Authorize setting a public hearing date of Tuesday, September 3, 2013, to consider the cumulative impacts of the 2013 Comprehensive Plan Amendments. (submitted by Sarah Fox)

[Draft Complan\\_Aug2013](#) 

[Draft Zoning\\_Aug2013](#) 

[staff report - comp storm drainage](#) 

[2013 Comp Plan Summ Report](#) 

[Attachment A](#) 

[Attachment B -storm drainage](#) 

[Attachment C -Draft Complan map](#) 

[Attachment D -Zoning map](#) 

[Attachment E -Rose property presentation](#) 

- H. Authorize \$750.00 of the Lodging Tax Advisory Funds be used to reimburse the Camas Washougal Chamber of Commerce toward the Chamber's expenses for the 2013 Camas Days Event. (submitted by Nina Regor and Linda Dietzman)

**It was moved by Don Chaney, seconded by Shannon Turk to approve the Consent Agenda. 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**

The City Council decided to add a public comment period to the end of its regular Council meetings, and charged Council members Anderson and Dietzman with crafting a public comment introduction to be included at the beginning of each agenda. City Administrator Nina Regor read the proposed wording, which will be added to the agenda starting with the September 3, 2013, Regular Council Meeting.

### **B. Council**

Hogan encouraged others to view the excellent finance presentation that was given during the August 19th Workshop.

Mayor echoed Hogan's comments.

Dietzman echoed Hogan's comments and announced that a Mosquito Control Board Meeting was scheduled for August 20th and requested Council's input for the meeting.

Hazen echoed Hogan's comments.

Turk plans to attend the August 20<sup>th</sup> Planning Commission Meeting.

Chaney attended the Camas/Washougal Fire Consolidation Ad Hoc Committee Meeting and encouraged each Council member to view the presentation as it contained excellent information.

Mayor thanked Information Systems Manager Sherry Coulter and her staff for their work on the variety of equipment located in the Chambers.

Anderson said the presentation given by Mr. Lewis during the Fire Consolidation Ad Hoc meeting was enlightening and gave a good foundation; he also encouraged Council to review the video of that meeting.

## **VII. MAYOR**

### **A. Announcements**

Mayor did not have any announcements.

**B.** [Update on C-Tran Board Composition Committee \(moved from 8-19-13 Council Workshop\)](#)

Mayor discussed the three proposals made by the Committee for the future composition of the C-Tran Board and let the Council know his position. He asked for Council's input on the proposals.

**VIII. ADJOURNMENT**

The meeting adjourned at 7:10 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 August 15, 2013**

[Council Agenda with Supporting Documents](#) 

[City Council Meeting August 5, 2013](#) 

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Mayor

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City Clerk

payments from Medicare, Medicaid and secondary insurance. (submitted by Pam O'Brien)

- D. Authorize the write-off of four utility accounts in the amount of \$760.69 due to bankruptcy discharge. (submitted by Pam O'Brien)
  
- E. Authorize the Mayor to sign the Recreation and Conservation Office (RCO) Project Agreement to receive the grant funds for the Heritage Park Phase Two Project. The project consists of widening the existing boat launch, adding a new loading dock, and expanding parking to include 22 car size parking stalls and 24 cars with trailers size parking stalls. The project is recognized in the approved 2013 Budget in the amount of \$560,000. The grant amount is for 75% (\$419,000) and the remaining 25% (\$141,000) is from the Growth Management Account. The topic was introduced at the July 15th Workshop and the City Attorney has reviewed the agreement. (submitted by Jerry Acheson)

[Agreement](#) 

- F. Authorize setting a public hearing date of Tuesday, September 3, 2013, to consider the Development Agreement for a proposed revised Lacamas North Shore Development Agreement. (submitted by Phil Bourquin)

[RecordedNorthshoreDA100610](#) 

[Revised 8-26 Northshore Development Agreement Proposal.pdf](#)

- G. Authorize setting a public hearing date of Tuesday, September 3, 2013, to consider the cumulative impacts of the 2013 Comprehensive Plan Amendments. (submitted by Sarah Fox)

[Draft Complan\\_Aug2013](#) 

[Draft Zoning\\_Aug2013](#) 

[staff report - comp storm drainage](#) 

[2013 Comp Plan Summ Report](#) 

[Attachment A](#) 

[Attachment B -storm drainage](#) 

[Attachment C -Draft Complan map](#) 

[Attachment D -Zoning map](#) 

[Attachment E -Rose property presentation](#) 

<b>CITY OF CAMAS</b> PROJECT NO. SS-579A DESCRIPTION: 2013 NW Leadbetter & GVP Wetland Maintenance	<b>PAY ESTIMATE: TWO</b> PAY PERIOD: September 3, 2013 WORK PERIOD: June, 2013 (Work Period - 2nd Maintenance Period) Original Contract Total: \$11,207.79 (Does Not Include Sales Tax)	<b>SOUND NATIVE PLANTS, INC.</b> PO BOX 7505 OLYMPIA, WA 98507-7505  360.352.4122
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ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
<b>Schedule A - NW Leadbetter Drive</b>											
1	Mobilization	LS	1.00	\$773.10	\$773.10	0.25	\$193.28	0.25	\$193.28	0.50	\$386.55
2	Maintenance Period - April	LS	1.00	\$2,102.65	\$2,102.65	1.00	\$2,102.65	0.00	\$0.00	1.00	\$2,102.65
3	Maintenance Period - June	LS	1.00	\$1,105.28	\$1,105.28	0.00	\$0.00	1.00	\$1,105.28	1.00	\$1,105.28
4	Maintenance Period - August	LS	1.00	\$900.04	\$900.04	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
5	Maintenance Period - October	LS	1.00	\$1,099.03	\$1,099.03	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
<b>Subtotal</b>					<b>\$5,980.10</b>		<b>\$2,295.93</b>		<b>\$1,298.56</b>		<b>\$3,594.48</b>
<b>Schedule B - Grass Valley Park (GVP)</b>											
1	Mobilization	LS	1.00	\$773.10	\$773.10	0.25	\$193.28	0.25	\$193.28	0.50	\$386.55
2	Maintenance Period - April	LS	1.00	\$1,547.51	\$1,547.51	1.00	\$1,547.51	0.00	\$0.00	1.00	\$1,547.51
3	Maintenance Period - June	LS	1.00	\$1,348.52	\$1,348.52	0.00	\$0.00	1.00	\$1,348.52	1.00	\$1,348.52
4	Maintenance Period - August	LS	1.00	\$616.47	\$616.47	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
5	Maintenance Period - October	LS	1.00	\$942.09	\$942.09	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
<b>Subtotal</b>					<b>\$5,227.69</b>		<b>\$1,740.79</b>		<b>\$1,541.80</b>		<b>\$3,282.58</b>

<b>Change Orders</b>											
1							\$0.00		\$0.00		\$0.00

	ORIGINAL CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ORIGINAL CONTRACT TOTAL	\$11,207.79	\$4,036.71	\$2,840.35	\$6,877.06
CHANGE ORDERS TO DATE	----	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>\$11,207.79</b>	<b>\$4,036.71</b>	<b>\$2,840.35</b>	<b>\$6,877.06</b>
SALES TAX (8.4%)	\$941.45	\$339.08	\$238.59	\$577.67
<b>TOTAL CONTRACT</b>	<b>\$12,149.24</b>	<b>\$4,375.79</b>	<b>\$3,078.94</b>	<b>\$7,454.73</b>
WITHHOLDING 50% IN LIEU OF RETAINAGE	(\$5,603.90)	(\$2,018.36)	(\$1,420.18)	(\$3,438.53)
<b>TOTAL LESS 50% WITHHOLDING</b>	<b>\$6,545.35</b>	<b>\$2,357.44</b>	<b>\$1,658.76</b>	<b>\$4,016.20</b>

Account Number: 419-00-553-500-48      \$1,658.76

<i>Anita Ashton</i> Project Engineer	8/26/13 Date	<i>B. Allen</i> Contractor	8/22/13 Date	<i>Jama Hodge</i> Project Manager	8/26/2013 Date
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Michael Green Construction, Inc.

PO Box 142  
Washougal, WA 98671

TO BE PAID AFTER S-576A  
Aug 5 - release retainage

# Invoice

ORIGINAL

Date	Invoice #
7/17/2013	3261

Bill To
City of Camas C/O Denis Ryan P.O. Box 1055 Camas, WA 98607

112-76-595-300-65  
RFC  
ENTERED  
8/30/13

RFC  
ENTERED  
retainage  
8/26/13

Receipt #	Terms	Nature of Service
	Due on receipt	Asphalt Repairs

Quantity	Description	Rate	Amount
	Mobilization	1,460.00	1,460.00T
	Traffic Control	1,890.00	1,890.00T
40	Gravel/Per Yard	38.65	1,546.00T
251	Pavement Repair Excavation / Per Square Yard	20.50	5,145.50T
61.68	Asphalt / Per Ton	201.25	12,413.10T
251	Road Fabric / Per Square Yard	2.27	569.77T
2013 Asphalt Repairs Project No. S-576A			

*DL* 7/22/2013  
112-76-595-300-65  
S-576A

Thank you for your business.	<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total Due</b> 23,024 <sup>31</sup>	<b>Total</b>	\$23,024.37
<b>less retainage</b> <u>1151<sup>22</sup></u>	<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b> 21,873 <sup>15</sup>	<b>Balance Due</b>	\$23,024.37

Balance Due 21,873<sup>15</sup> (E)

CITY OF CAMAS  
 PROJECT NO. P-862  
 Project Name:  
 Lacamas Lake Lodge  
 Building Improvements

PAY ESTIMATE: TWO  
 PAY PERIOD: July 27, 2013 Through August 23, 2013  
 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
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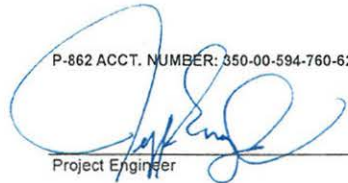
SCHEDULE "A" - SITE IMPROVEMENTS											
0	PERFORMANCE & PAYMENT BOND	LS	1.00	\$20,280.00	\$20,280.00	1.00	\$20,280.00	0.00	\$0.00	1.00	\$20,280.00
1	GENERAL CONDITIONS	LS	1.00	\$146,600.00	\$146,600.00	0.16	\$23,456.00	0.14	\$20,524.00	0.30	\$43,980.00
2	SITWORK	LS	1.00	\$483,542.00	\$483,542.00	0.14	\$67,695.88	0.26	\$125,720.92	0.40	\$193,416.80
3	CONCRETE	LS	1.00	\$87,700.00	\$87,700.00	0.00	\$0.00	0.90	\$78,930.00	0.90	\$78,930.00
4	MASONRY	LS	1.00	\$24,557.00	\$24,557.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
5	METALS	LS	1.00	\$17,700.00	\$17,700.00	0.00	\$0.00	0.35	\$6,195.00	0.35	\$6,195.00
6	WOODS & PLASTICS	LS	1.00	\$214,009.00	\$214,009.00	0.00	\$0.00	0.35	\$74,903.15	0.35	\$74,903.15
7	THERMAL & MOISTURE PROTECTION	LS	1.00	\$70,955.00	\$70,955.00	0.00	\$0.00	0.05	\$3,547.75	0.05	\$3,547.75
8	DOORS & WINDOWS	LS	1.00	\$84,590.00	\$84,590.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
9	FINISHES	LS	1.00	\$101,555.00	\$101,555.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10	SPECIALTIES	LS	1.00	\$14,645.00	\$14,645.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	EQUIPMENT	LS	1.00	\$32,592.00	\$32,592.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12	FURNISHINGS	LS	1.00	\$15,225.00	\$15,225.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
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	0.00	\$0.00	0.10	\$11,680.00	0.10	\$11,680.00
16	ELECTRICAL	LS	1.00	\$134,627.00	\$134,627.00	0.05	\$6,731.35	0.15	\$20,194.05	0.20	\$26,925.40
17	CONTRACTOR FEE/INSURANCE	LS	1.00	\$107,574.00	\$107,574.00	0.08	\$8,605.92	0.20	\$21,514.80	0.28	\$30,120.72

Schedule "A" Subtotal: \$1,672,951.00  
 Sales Tax: Rate: 8.4% \$140,527.88  
 Schedule "A" Total: \$1,813,478.88

RFC  
 ENTERED  
 8/26/13

	ORIGINAL CONTRACT TOTAL	\$1,672,951.00	TOTAL PREVIOUS	\$126,769.15	TOTAL THIS EST.	\$363,209.67	TOTAL TO DATE	\$489,978.82
	CHANGE ORDERS TO DATE	-----		\$0.00		\$0.00		\$0.00
	SUBTOTAL	\$1,672,951.00		\$126,769.15		\$363,209.67		\$489,978.82
	SALES TAX (8.4%)	\$140,527.88		\$10,648.61		\$30,509.61		\$41,158.22
	TOTAL CONTRACT	\$1,813,478.88		\$137,417.76		\$393,719.28		\$531,137.04
	LESS 5% RETAINAGE	-----		(\$6,338.46)		(\$18,160.48)		(\$24,498.94)
	TOTAL LESS RETAIN.	-----		\$131,079.30		\$375,558.80		\$506,638.10
	THIS PAY EST. LESS RETAINAGE	\$375,558.80						

P-862 ACCT. NUMBER: 050-00-594-760-62

  
 Project Engineer  
 Date: 8/23/13

  
 Contractor  
 Date: 8/23/13

  
 Project Manager  
 Date: 8/26/2013

## Staff Report

Hunter Ridge Estates (file # MISC13-01)

August 27, 2013

**To:** Mayor Scott Higgins  
City Council

**From:** Sarah Fox, Senior Planner

**Owner:** Hunter Ridge Estates HOA      **Arborist:** John Buttrell  
Certified Arborist PN-0138a  
Arborscape LTD Inc.

**Location:** The subject trees are located at Hunter Ridge Estates, Tract "D", behind Lot #10 at 2148 NW 17<sup>th</sup> Avenue, Camas.

**Hunter Ridge Estates (Recorded as Bk311 Pg468):** Plat Note #11 states, "Tract "D" and "E" are natural open space to be owned and maintained by the homeowners association and shall remain in their natural state unless otherwise approved by the city council."

**Applicable Camas Municipal Code (CMC):** Title 18 – Sensitive Areas and Open Space, CMC§18.31.090-B, which allows removal of protected trees subject to certain application requirements.

**FINDINGS:** The applicant submitted a letter and photo from Arborscape LTD Inc., dated July 11, 2013. The letter evaluated two trees located within Tract "D" and behind Lot #10 of Hunter Ridge Estates. The trees are alder and have dead tops, which were likely damaged by soil disturbance within the drip line of the tree during site development. Removal of trees requires City Council approval per Plat Note #11.

In accordance with to CMC§18.31.090(D.1), and the materials submitted with the application, the proposed vegetation removal is minor in nature and will not create "adverse environmental impacts". Staff does not find that a Vegetation Management Plan will be required, however mitigation is appropriate. In accordance with the vegetation removal mitigation ratio of CMC§16.51.120-C5.biii, two trees are required to be planted for every tree felled. A condition to this effect is warranted.

### RECOMMENDATION:

Staff recommends the following conditions be included if the application is approved.

1. Direct the Planning Department to issue a vegetation removal permit to authorize removal of the identified two (2) trees and require mitigation planting.
2. Mitigation of felled trees will require that the landowner replace the two (2) significant trees with four (4) replacement trees with a minimum caliper of two inches. The required trees shall be located within Tract "D" within close proximity of those that were removed.
3. Installation of the trees must occur within six months of removing the hazardous trees.



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

General Application Form

Case Number: MISC 13-01

Applicant Information			
Applicant/Contact:	Hunter Ridge Estates HOA	Mark Swenson	Phone: <u>360-210-4173</u>
Address:	<u>2335 NW 17<sup>th</sup> Ave</u> <small>Street Address</small>	<u>mswenoflb@aol.com</u> <small>E-mail Address</small>	
	<u>Camas</u> <small>City</small>	<u>WA</u> <small>State</small>	<u>98607</u> <small>ZIP Code</small>

Property Information			
Property Address:	<u>2148 NW 17<sup>th</sup> Ave</u> <small>Street Address</small>	<u>(TRACT "D")</u>	<u>127744-020</u> <small>County Assessor # / Parcel #</small>
	<u>Lot #10</u>		
Zoning District		Site Size <u>Tract "D"</u>	<u>124,615</u> <small>ZIP Code</small>

Description of Project	
Brief description: Removal of two dying Alder trees from Track D in the area behind the property at 2148 NW 17 <sup>th</sup> of Hunter Ridge Estates. Common area in Tract D is owned by Hunter Ridge Estates Homeowners Association.	

Are you requesting a consolidated review per CMC 18.55.020(B)?  YES  NO

Permits Requested:  Type I  Type II  Type III  Type IV, BOA, Other

Property Owner or Contract Purchaser			
Owner's Name:	Hunter Ridge Estates HOA	C/O Mark Swenson	Phone: <u>(360) 210-4173</u>
	<small>Last</small>	<small>First</small>	
Address:	<u>2335 NW 17<sup>th</sup> Ave</u> <small>Street Address</small>	<small>Apartment/Unit #</small>	
E mail Address:	<u>mswenoflb@aol.com</u>	<u>WA</u> <small>City Camas</small>	<u>98607</u> <small>State</small>

Signature	
I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.	
Signature:	<u>[Signature]</u> <small>President Hunter Ridge Homeowners Assoc.</small> Date: <u>7/31/13</u>
<small>Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.</small>	

Date Submitted: <u>8/1/13</u>	Pre-Application Date: <u>N/A</u>	Validation of Fees <u>NONE</u>
Staff: <u>SF</u>	Related Cases #: <u>[scribble]</u>	

**ARBORSCAPE LTD INC.**

11113 NE 95th Street  
Vancouver WA 98662  
360-944-5124  
arborscapetreecare@gmail.com  
OR CCB # 173431  
WA # ARBORLI062Q8

July 11, 2013

Ed Chiu  
2148 NW 17<sup>th</sup> Ave.  
Camas WA 98607  
360-314-8188  
echiu4000@yahoo.com

**Observations and Recommendations:**

The 2 alder trees at 2148 NW 17<sup>th</sup> Ave. have large dead tops. These are hazardous and I recommend the trees be removed.

The City of Camas is requiring replanting of a ratio of 2 replacement trees for each tree felled within one year. Tree species must be native.

We recommend vine maples.

CMC 18.31.090

Thank you.

John Buttrell  
Certified Arborist PN-0138a  
503-572-6065



# **INTERLOCAL AGREEMENT FOR ANIMAL CONTROL BETWEEN THE CITY OF WASHOUGAL AND THE CITY OF CAMAS**

**WHEREAS**, on January 1, 1983, the City of Camas, a municipal corporation, and the City of Washougal, a municipal corporation, entered into an agreement for a joint Animal Control program, pursuant to RCW 39.34, the Interlocal Cooperation Act, and

**WHEREAS**, amendments have been approved in 1994, 1996 and 2000, to the Interlocal Cooperation agreement, and

**WHEREAS**, Camas and Washougal determined that it continues to be to the advantage of both cities to continue the joint animal control program, and

**WHEREAS**, the parties agree that the current Interlocal agreement needs to be updated for the continued efficient operation of the joint animal control operation,

## **NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. Effective retroactively to **January 1, 2013**, Camas and Washougal shall continue the joint animal control program under the authority of the Interlocal Cooperation Act, RCW 30.34, and the terms of the agreement.
2. Camas agrees that Washougal has the authority to enter into contracts in order to run the program as efficiently and effectively as possible - while staying in line with item 9 below. This includes, but is not limited to, contracts to operate the kennel and purchase shelter services.
3. This agreement supersedes and replaces all previous agreements between the parties on animal control and housing in its entirety.
  - i. The program costs, with the exception of the per dog charges

generated by actual dogs that were sheltered in a given month, shall be shared by the City of Camas at 50% and the City of Washougal at 50%.

- ii. Per dog charges will be based on the actual number of stray or impounded dogs boarded for each City, less any fee revenue received.
  - iii. Revenues received on behalf of the City of Camas will be reflected on the semi annual invoice and will reduce the amount owed by the City. These revenues will be broken out by type to allow for proper revenue recognition.
4. All capital equipment, hereinafter defined as equipment of a value in excess of \$5,000 purchased after the date of this agreement, shall be jointly owned by the City of Camas and the City of Washougal. In the event this agreement is terminated for any reason, then within thirty (30) days of the date of termination, the City of Camas and City of Washougal shall determined the respective distribution of said property, whether by retaining said property and/or purchase at book value.
  5. The animal control officers shall be City of Washougal employees. No employee/employer relationship shall exist with the city of Camas and the animal control officers, except to provide a limited commission to enforce provisions contained in the animal control sections of the Camas Municipal Code. The animal control officers shall be entitled to such employee benefits, including, but not limited to, retirement, vacations, sick leave, and medical insurance, as are provided for under the ordinances of the City of Washougal. The City of Washougal shall have the sole responsibility for providing such benefits, and the City of Camas shall have no obligation to provide animal control officers with the additional benefits provided for under the ordinances of the City of Camas. The City of Washougal shall further have the duty to pay FICA, Medicare, industrial insurance, unemployment and all other employee taxes for the animal control officers, and the City of Camas shall have



no obligation therefore, except as provided under Section 9, Financial Contribution.

6. Authority is provided to staff the joint program with two (2) full time employees.
7. Each officer will be authorized to work forty (40) hours per week, at times and days determined by the employer.
8. Prosecution of animal control violations and issuances of animal licenses shall be the separate responsibility of each city.
9. BUDGET – Written requests and verbal explanations shall be consistent with the policies, procedures and timetables applicable to each city. The budget shall clearly set forth costs to be divided between each municipality.

10. ANIMAL SHELTER SERVICES

Washougal will:

- i. Operate the animal shelter at 2695 Index Street, Washougal, WA and will receive dogs brought there pursuant to Camas City Code (Title 6 Animals) by the animal control officers & strays brought by citizens.
- ii. Provide access to the public in order to redeem animals held in the shelter during all hours that the Washougal City Hall is open to the public.
- iii. Supply, feed, house, and care for all animals received at the facility in accordance with those conditions set forth in Camas City Code (Title 6 Animal). Animal shelters shall meet the following conditions:

General conditions:

- iv. Animal housing facilities shall be provided for the animals, shall be structurally sound, shall be maintained in good repair, and shall be designed so as to protect the animals from injury and to

restrict the entrance of other animals.

- v. Each animal shall be provided with adequate floor space to allow such animal to turn about freely and to easily stand, sit and lie in a comfortable, normal position.
- vi. Any electrical power shall be supplied in conformance with applicable electrical codes adequate to supply heating and lighting as may be required.
- vii. Water shall be supplied at sufficient pressure and quantity to clean indoor housing facilities and enclosures of debris and excreta.
- viii. Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
- ix. Provision shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be provided and operated as to minimize vermin infestation, odors and disease hazards.
- x. Washroom facilities, including sinks and toilets, with hot and cold water, shall be conveniently available to maintain cleanliness among animal caretakers and for the purpose of washing utensils and equipment.
- xi. Sick, diseased or injured animals shall be separated from those appearing healthy and normal and shall be kept in isolation quarters with adequate ventilation to keep from contaminating well animals.
- xii. An employee, or keeper, shall make provisions to feed, water and do the necessary cleaning of animals daily.
- xiii. No person shall misrepresent an animal to a consumer in any way.
- xiv. No person shall knowingly release a sick or injured animal

without disclosing the sickness or injury to the recipient.

- xv. Animals, caged, closely confined or restrained shall be permitted daily exercise in a yard or area suitable for that purpose, for an appropriate length of time, as determined by their size, age and species.

Indoor facilities shall:

- a. Be sufficiently heated or cooled when necessary to protect the animals from temperatures to which they are not accustomed, taking into consideration their age, size and species.
- b. Be adequately ventilated to provide for the health of the animals and to remove foul odors there from. The ventilation system to be utilized shall be designed so that the volume of air within any enclosed indoor facility or part hereof shall be replaced by fresh air three or more times per hour. If ventilation equipment is used, it shall be constructed in conformance with current standards of good engineering practice with respect to noise and minimization of drafts.
- c. Have ample light, either natural or artificial, or both, of good quality and well distributed to provide for such illumination as necessary to inspect and clean during the entire working period. Such facilities shall be placed as to protect animals from excessive illumination. Sufficient lighting shall additionally be supplied in the area of sinks and toilets to provide for the hygiene of animal caretakers.
- d. Have interior wall, ceiling and floor surfaces constructed of materials which are resistant to the absorption of moisture and odors, or such surfaces shall be treated with a sealant or with paint. Floor surfaces shall not be made of unsealed wood. Interior walls shall be constructed so that the interface with floor surfaces is sealed from the flow or accumulation of moisture or debris.
- e. Contain a suitable method of drainage to facilitate the rapid elimination of excess water under any weather or temperature condition from the

indoor housing facilities. Such system shall be connected to a sanitary sewer or septic tank system which conforms to standards of county building codes.

- f. Be maintained in a clean and sanitary condition, with the use of a safe and effective disinfectant in cleaning.

Outdoor facility conditions shall:

- a. Be constructed to provide shelter from excessive sunlight, rain, snow, wind, heat, cold or other elements.
- b. Be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein.
- c. Contain a suitable supply of drainage and be constructed to prevent an accumulation of water, mud, debris, excreta or other material, capable of being kept clean and sanitary, and shall be kept so.
- d. Be enclosed by walls or fences sufficient to keep animals within and to prevent entrance of other animals.

11. In accordance with law and the following process and procedures Washougal will:

- a. Be responsible for the return of impounded animals to the proper owner and custodian thereof pursuant to the provisions of Camas City Code (Chapter 6 Animals)
- b. Euthanize or place for adoption animals not claimed or redeemed within the time set forth within the Camas City Code. Washougal agrees to provide for euthanization of said animals, utilizing trained personnel, by use of a humane means that is acceptable to Camas, not to include the use of a decompression chamber. No live animals shall be used, sold or donated for experimental purposes.
- c. Before releasing an animal subject to licensing, under Camas City Code 6.08, Washougal shall determine whether the animal has a valid license and whether the impounding authority has identified any

outstanding civil penalties, resulting from the issuance of Notices of Violations, against the owner or custodian concerning the animal, which shall be due and shall be paid before the animal is released. Upon payment of said licenses and fees, Washougal shall supply a pre-numbered receipt to the person to whom the animal is released up on a form provided by the applicable City designated Animal Control Agent showing payment of the current Camas license fees (if the animal had been unlicensed) and civil penalties and showing payment of any Camas redemptions fees as set by Camas City Code (Title 6 Animals). A copy of each such receipt and license fee shall be transmitted to the Camas Finance Department. Nothing in this section shall preclude a resident from using the appeals procedure provided in Camas City Code Title 6, if applicable.

- d. Appoint an administrator who shall have full operational control and be responsible for the day-to-day operation and management of the facility. Personnel required to carryout this agreement shall be directly hired and retained by Washougal. Volunteers may be used in addition to paid or otherwise compensated staff.
- e. Comply with all applicable requirements set forth in Camas City Code.
- f. Develop and keep current procedure and training manuals to demonstrate procedures for daily shelter operations, animal adoptions and public education programs. An up-to-date copy of each such manual shall be submitted for review to Camas. Thereafter an informational copy of any substantive changes to a manual shall be forwarded to the Camas Police Department not less than ten (10) working days prior to implementation of the changes.
- g. Operate in accordance with any zoning and health standards set by state or local law. Comply with all federal, state, and local laws governing equal employment opportunity, wage and hour requirements, workers' compensation, workers' safety and all other

legal requirements governing employee relations and working conditions.

- h. Act as an agent in the sale of animal licenses for Camas and remit the license fees to Camas quarterly.
- i. Upon release of any animal, whether by redemption or adoption, Washougal shall collect and safeguard fees as established by Camas City Code and their policies. Collection of fees shall be duly noted on the Animal Custody report and Camas approved receipt forms.
- j. Not enter into any other agreements that would infringe upon its ability to fulfill contractual requirements without prior consent of Camas.
- k. Not assign this Agreement or the subject matter thereof without first securing consent from Camas.
- l. Agrees to cooperate with the Southwest Washington Health District on actions pertaining to animals and quarantine; to assist the Camas City Clerk, and the Camas City Attorney in obtaining and presenting evidence in the civil or criminal prosecution of all violations of any ordinance pertaining to animal control, including licensing and registration.
- m. Provide services associated with animal sheltering. The services include, but are not limited to:
  - i. Record Keeping
  - ii. Animal Receiving- history
  - iii. Identification requirement/In shelter tracking
  - iv. Lost & Found
  - v. Health Care & Adoption
  - vi. Vaccination/health check
  - vii. Adoption
  - viii. Spay & Neuter Referral
  - ix. Agrees to utilize a complaint tracking system to provide for the substance and resolution of citizen complaints.

12. INDEMNIFICATION/INSURANCE REQUIREMENTS

- a. Washougal shall maintain liability insurance at standard levels provide by the Washington Cities Insurance Agency (WCIA) or equivalent. Should Washougal withdraw from membership in WCIA they shall provide Camas with a one-year notice.
- b. Washougal does release, indemnify and promise to defend and save harmless Camas, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action and claims, including costs and reasonable attorney's fees incurred by Camas, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement, In making such assurances, Washougal specifically agrees to indemnify and hold harmless Camas from any and all bodily injury claims brought by employees of Washougal , and expressly waives its immunity under the Industrial Insurance act as to those claims which are brought against Camas. Provided, however, this paragraph does not purport to indemnify Camas against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of Camas, its elected officials, officers, employees and agents.

13. ACCOUNTABILITY

- a. By the 10<sup>th</sup> of each month following services, Washougal shall submit to Camas through the Animal Control Department, reports reflecting the number of animals handled for Camas, their source, their disposition and a brief narrative highlighting the months activities. Camas shall provide the format for these report or the forms themselves.
- b. Washougal shall submit to both regular and random performance and financial audits by Camas regarding this Agreement. Reports of such

audits will be a public record and may have a bearing upon contract continuation and/or extension. Camas shall retain the right to inspect all records and to investigate any matter involving the care of animals or any matter involving the animal shelter agreement.

- c. Washougal shall make available for Camas inspection at any reasonable time all records relating to the services, inspection, care provided, reports, etc and/or Camas business. All such reports shall remain the property of Camas. Those records, which are public documents, shall be made available to members of the public upon request to Camas in accordance with the Public Disclosure Act, RCW Chapter 42.17.
- d. Washougal shall handle and process documents and revenues from animal impounds, redemption, adoption and licenses issued.
- e. If requested by Camas or their designee, Washougal shall arrange to have the Shelter inspected by a veterinarian licenses to practice in the State of Washington and shall file a report of such inspection, signed and dated by the inspecting veterinarian.
- f. Washougal agrees that Camas officials, employees and agents shall have unrestricted access to the Shelter in order to verify compliance with the terms of this agreement.

14.        CONSIDERATION

- a. For the services provided to Camas in this Agreement, Camas agrees to pay according to section 3 above.

15.        GENERAL

- a. The parties intend that an independent contractor relationship between Washougal and Camas will be created by this Agreement. No agent, employee, or representative of Washougal shall be deemed to be an employee, agent, or representative of Camas for any purpose, and the employees of Washougal are not entitled to any of the benefits Cams



provides for Camas employees. Washougal will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

- b. Washougal is not an employee of Camas and is not eligible for any employee benefits. Washougal is responsible for all taxes applicable to this Agreement.
- c. Washougal is not an agent of Camas and does not have authority to bind Camas to any fiscal or contractual obligation.

16. FINANCIAL CONTRIBUTION

- a. The City of Camas shall remit according to section 3 above, on a semi-annual basis. The City of Washougal shall invoice the Finance Department of the City of Camas with the details of expenditures for the proceeding six-month period. The invoice for the second six (6) month period shall be provided no later than January 1- to allow the City of Camas to include the expenditure in the budget for the current year. No expenditures exceeding the agreement upon yearly budget shall be authorized, except as may occur in an emergency, provided that such emergency funding is first authorized by each Council.

17. SEVERABILITY

- a. If any section or part of this agreement is held by a court to be invalid, such action shall no affect the validity of any other part of the agreement.

18. WITHDRAWAL OF PARTICIPATION

- a. Either City may terminate participation in the joint animal program by giving six (6) months notice prior to separation.

19. AMENDMENTS

a. This agreement may be amended from time to time after approval of the City Council of both cities.

20. NOTICES:

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

City:  
City of Washougal  
1701 "C" Street  
Washougal, WA 98671

Contractor:  
City of Camas  
PO Box 1055  
Camas, WA 98607

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF WASHOUGAL, a Municipal Corporation**

**BY:** \_\_\_\_\_  
Mayor

**ATTEST:**  
\_\_\_\_\_  
City Finance Director

**Approved as to Form:**  
\_\_\_\_\_  
City Attorney

**CITY OF CAMAS, a Municipal Corporation**

**BY:** \_\_\_\_\_  
Mayor

**ATTEST:**  
\_\_\_\_\_  
City Clerk

**Approved as to Form:**  
\_\_\_\_\_  
City Attorney

CITY OF CAMAS PROJECT NO. WS-720A 2013 STEP/STEF Tank Pumping			PAY ESTIMATE: FOUR PAY PERIOD: 7/1/13 Through 7/31/13				AAA Septic Service PO Box 1668 Brush Prairie, WA 98606 (360) 687-8960				
			ORIGINAL CONTRACT AMOUNT: \$51,967.77								
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE

SANITARY SEWER											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
1	Commercial STEP & STEF Tank Pumping	1000 GAL	30.00	\$96.85	\$2,905.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
2	Residential STEP & STEF Tank Pumping	EA	465.00	\$96.85	\$45,035.25	160.00	\$15,496.00	42.00	\$4,067.70	202.00	\$19,563.70

<b>SUBTOTAL:</b>					<b>\$47,940.75</b>		<b>\$15,496.00</b>		<b>\$4,067.70</b>		<b>\$19,563.70</b>
Sanitary Sales Tax (8.4%):					\$4,027.02		\$1,301.66		\$341.69		\$1,643.35
<b>Total:</b>					<b>\$51,967.77</b>		<b>\$16,797.66</b>		<b>\$4,409.39</b>		<b>\$21,207.05</b>

	ORIGINAL CONTRACT TOTAL	CONTRACT TOTAL	TOTAL PREVIOUS	<b>TOTAL THIS EST.</b>	TOTAL TO DATE
	\$47,940.75	\$47,940.75	\$15,496.00	\$4,067.70	\$19,563.70
	ADDITIONS / DELETIONS	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$47,940.75	\$15,496.00	\$4,067.70	\$19,563.70
	SALES TAX (8.4%)	\$4,027.02	\$1,301.66	\$341.69	\$1,643.35
	TOTAL CONTRACT	\$51,967.77	\$16,797.66	\$4,409.39	\$21,207.05
	LESS 5% RETAINAGE		(\$774.80)	(\$203.39)	(\$978.19)
	<b>TOTAL LESS RETAIN.</b>		<b>\$16,022.86</b>	<b>\$4,206.00</b>	<b>\$20,228.87</b>

SAN. ACT. NUMBER: 424.00.535.811.48      SAN. THIS PAY EST: \$4,206.00

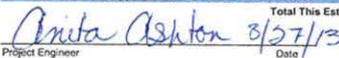


F.I. Str Dupke 8/26/13      Fawn Wabgon 8/26/13      James Hodges 8/26/2013

Project Engineer      Date      Contractor      Date      Project Manager      Date

RFC  
ENTERED  
8/26/13

CITY OF CAMAS PROJECT NO. S-545 DESCRIPTION: NW 38th Ave/SE 20th St. Extension Roadway Improvements, Ph. 1 PAY ESTIMATE # 5 Council Meeting Date: September 3, 2013 Work Period Date: July 1, 2013 to July 31, 2013			TAPANI, INC. P.O. BOX 1900 BATTLE GROUND, WA 98604 Phone: (360) 687-1148			STP Funding Tracking (Expenditures not to Exceed \$1,021,600.00) Expenditures to Date Group 1		TIB Funding Tracking (Expenditures not to Exceed \$1.75 MIL.) Expenditures to Date Group 2		PWTF Funding Tracking (Expenditures after Groups 1 & 2) Expenditures to Date Group 3		WTR/SWR Funding Tracking (Schedule B Items Only) Expenditures to Date Group 4		Previous Estimate #		Current Estimate #		Totals to Date	
Original Contract Total: \$3,651,231.33 (Includes Sales Tax Amount: \$9,093.08)																			
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
<b>Schedule A</b>																			
A. 1	Mobilization	LS	1.00	\$258,000.00	\$258,000.00	1.00	\$258,000.00							1.00	\$258,000.00			1.00	\$258,000.00
A. 2	Structure Surveying	LS	1.00	\$12,000.00	\$12,000.00	0.25	\$3,000.00	0.45	\$5,400.00					0.25	\$3,000.00	0.45	\$5,400.00	0.70	\$8,400.00
A. 3	Roadway Surveying	LS	1.00	\$15,000.00	\$15,000.00	0.40	\$6,000.00	0.30	\$4,500.00					0.55	\$8,250.00	0.15	\$2,250.00	0.70	\$10,500.00
A. 4	SPCC Plan	LS	1.00	\$1,500.00	\$1,500.00	1.00	\$1,500.00											1.00	\$1,500.00
A. 5	Traffic Control Supervisor	LS	1.00	\$9,500.00	\$9,500.00	0.25	\$2,375.00	0.45	\$4,275.00							0.45	\$4,275.00	0.70	\$6,650.00
A. 6	Flaggers and Spotters	HR	650.00	\$55.00	\$36,300.00	887.30	\$48,801.50	684.30	\$37,636.50										
A. 7	Other Traffic Control Labor	HR	200.00	\$35.00	\$7,000.00	20.50	\$1,127.50	38.80	\$1,961.00					1,213.60	\$66,748.00	358.00	\$19,890.00	1,571.60	\$86,438.00
A. 8	Other Temporary Traffic Control	LS	1.00	\$5,000.00	\$5,000.00			0.70	\$3,500.00					0.25	\$1,250.00	0.45	\$2,250.00	0.70	\$3,500.00
A. 9	Clearing and Grubbing	Acres	7.53	\$3,500.00	\$26,355.00	3.48	\$12,180.00	1.18	\$4,130.00					3.48	\$12,180.00	1.18	\$4,130.00	4.66	\$16,310.00
A. 10	Removal of Structures and Obstructions	LS	1.00	\$5,000.00	\$5,000.00	0.39	\$1,950.00	0.31	\$1,550.00					0.44	\$2,200.00	0.26	\$1,300.00	0.70	\$3,500.00
A. 11	Sawcutting, Planing, and Grinding By-Products	LS	1.00	\$3,500.00	\$3,500.00			1.00	\$3,500.00							1.00	\$3,500.00	1.00	\$3,500.00
A. 12	Roadway Excavation, incl. Haul	CY	3752.00	\$18.00	\$67,536.00	2,333.60	\$42,004.80	4,007.70	\$72,138.60					3,669.80	\$66,056.40	2,671.50	\$48,087.00	6,341.30	\$114,143.40
A. 13	Unstable Foundation Excavation, incl. Haul	CY	235.00	\$35.00	\$8,225.00	92.80	\$3,248.00	23.20	\$812.00					92.80	\$3,248.00	23.20	\$812.00	116.00	\$4,060.00
A. 14	Gravel Borrow, Incl. Haul	CY	9600.00	\$20.00	\$192,000.00	12,000.00	\$240,000.00	7,128.00	\$142,560.00					12,000.00	\$240,000.00	7,128.00	\$142,560.00	19,128.00	\$382,560.00
A. 15	Structure Excavation Class B Incl. Haul	CY	2300.00	\$8.00	\$18,400.00	1,381.10	\$11,048.80	999.00	\$7,992.00										
A. 16	Construction Geotextile for Separation	SY	1875.00	\$1.50	\$2,812.50	3,164.00	\$4,746.00	12.00	\$18.00					3,164.00	\$4,746.00	12.00	\$18.00	3,176.00	\$4,764.00
A. 17	In-Place Cement Treated Base (CTB)	SY	4879.00	\$33.50	\$163,646.50			4,060.00	\$134,200.00							4,060.00	\$134,200.00	4,060.00	\$134,200.00
A. 18	Cement for CTB	TN	147.00	\$120.00	\$17,640.00			108.96	\$13,075.20							108.96	\$13,075.20	108.96	\$13,075.20
A. 19	Crushed Surfacing Base Course	TN	10300.00	\$18.00	\$185,400.00			7,754.10	\$139,573.80							7,754.10	\$139,573.80	7,754.10	\$139,573.80
A. 20	Planing Bituminous Pavement	SY	333.00	\$19.00	\$6,327.00			246.70	\$4,687.30							246.70	\$4,687.30	246.70	\$4,687.30
A. 21	HMA Cl. 1/2" PG 64-22	TN	6268.00	\$75.00	\$470,100.00														
A. 22	HMA for Approach, Cl. 1/2" PG 64-22	TN	27.00	\$170.00	\$4,590.00														
A. 23	Preparation of Existing Surfaces, CSS-1 for Track Coat	TN	4.00	\$3,500.00	\$14,000.00														
A. 24	Testing Storm Sewer Pipe	LF	4938.00	\$1.00	\$4,938.00			1,867.00	\$1,867.00					1,045.00	\$1,045.00	822.00	\$822.00	1,867.00	\$1,867.00
A. 25	Shoring, Trench Safety System (\$1.00 min.)	LF	4938.00	\$1.00	\$4,938.00	918.00	\$918.00	943.00	\$943.00					1,410.00	\$1,410.00	451.00	\$451.00	1,861.00	\$1,861.00
A. 26	Structure Excavation Class A, Incl. Haul	CY	1230.00	\$17.00	\$20,910.00	651.30	\$11,072.10							651.30	\$11,072.10			651.30	\$11,072.10
A. 27	Gravel Backfill for Wall	CY	1288.00	\$40.00	\$51,520.00	1,069.77	\$42,790.80							2,139.54	\$85,581.60	-1,069.77	(\$42,790.80)	1,069.77	\$42,790.80
A. 28	Gravel Backfill for Foundation, Class A	CY	107.00	\$40.00	\$4,280.00	7.60	\$304.00							7.60	\$304.00			7.60	\$304.00
A. 29	St. Reinforced Bar for Concrete Traffic Barrier	LB	109216	\$0.25	\$27,304.00	48,825.00	\$12,206.25							48,825.00	\$12,206.25			48,825.00	\$12,206.25
A. 30	St. Reinforced Bar for Retaining Wall	LB	65120.00	\$0.25	\$16,280.00	35,884.00	\$8,971.00							35,884.00	\$8,971.00			35,884.00	\$8,971.00
A. 31	St. Reinforced Bar for Pedestrian Barrier	LB	1325.00	\$0.25	\$331.25			731.00	\$182.75					731.00	\$182.75			731.00	\$182.75
A. 32	Concrete Cl. 4000 - Traffic Barrier	CY	688.00	\$450.00	\$309,600.00			527.80	\$237,510.00					492.01	\$221,404.50	35.79	\$16,105.50	527.80	\$237,510.00
A. 33	Concrete Cl. 4000 - Retaining Wall	CY	407.00	\$300.00	\$122,100.00	331.94	\$99,582.00	23.27	\$6,981.00					355.21	\$106,563.00			355.21	\$106,563.00
A. 34	Concrete Cl. 4000 - Pedestrian Guardrail	CY	9.00	\$650.00	\$5,850.00			16.05	\$10,432.50					10.46	\$6,799.00	5.59	\$3,633.50	16.05	\$10,432.50
A. 35	Bridge Railing, Type Metal	LF	822.00	\$60.00	\$49,320.00														
A. 36	Bridge Railing, Type Chain Link Fence, Black Coated, 42" high	LF	61.00	\$55.00	\$3,355.00														
A. 37	Aluminum Arch Culvert	LF	76.00	\$500.00	\$38,000.00	75.00	\$37,500.00							75.00	\$37,500.00			75.00	\$37,500.00
A. 38	Ductile Iron Pipe for Storm Sewer Culvert, 12" Dia.	LF	46.00	\$60.00	\$2,760.00			35.00	\$2,100.00							35.00	\$2,100.00	35.00	\$2,100.00
A. 39	Corrugated Polyethylene Storm Sewer Pipe, 6" Dia.	LF	155.00	\$19.00	\$2,945.00			165.00	\$3,135.00					165.00	\$3,135.00			165.00	\$3,135.00
A. 40	Corrugated Polyethylene Storm Sewer Pipe, 8" Dia.	LF	114.00	\$28.00	\$3,192.00														
A. 41	Corrugated Polyethylene Storm Sewer Pipe, 10" Dia.	LF	527.00	\$18.00	\$9,486.00			395.60	\$7,120.80					309.40	\$5,569.20	86.50	\$1,557.00	395.60	\$7,120.80
A. 42	Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	863.00	\$28.00	\$24,184.00	469.00	\$13,132.00	484.30	\$12,590.40					953.30	\$24,785.80			953.30	\$24,785.80
A. 43	Manhole 48" Dia., Type 1	EA	9.00	\$2,500.00	\$22,500.00	2.40	\$6,000.00	5.30	\$13,250.00					7.70	\$19,250.00			7.70	\$19,250.00
A. 44	Manhole 60" Dia., Type 1	EA	1.00	\$3,800.00	\$3,800.00			1.00	\$3,800.00							1.00	\$3,800.00	1.00	\$3,800.00
A. 45	Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	129.00	\$32.00	\$4,128.00	91.50	\$2,928.00							91.50	\$2,928.00			91.50	\$2,928.00
A. 46	Corrugated Polyethylene Storm Sewer Pipe, 24" Dia.	LF	315.00	\$55.00	\$17,325.00			288.00	\$15,840.00							288.00	\$15,840.00	288.00	\$15,840.00
A. 47	Manhole 48" Dia., Type 3	EA	1.00	\$2,800.00	\$2,800.00	0.80	\$2,240.00							0.80	\$2,240.00			0.80	\$2,240.00
A. 48	Manhole 60" Dia., Type 3 with Flow Splitter	EA	1.00	\$6,100.00	\$6,100.00	0.80	\$4,880.00							0.80	\$4,880.00			0.80	\$4,880.00
A. 49	Manhole 72" Dia., Type 3	EA	1.00	\$6,500.00	\$6,500.00	0.80	\$5,200.00							0.80	\$5,200.00			0.80	\$5,200.00
A. 50	Manhole 96" Dia., Stormwater Filtration	EA	1.00	\$500.00	\$500.00	0.90	\$396.00							0.90	\$396.00			0.90	\$396.00
A. 51	Adjust Manhole	EA	2.00	\$1,000.00	\$2,000.00														
A. 52	Adjust Catch Basin	EA	2.00	\$1,800.00	\$3,600.00														
A. 53	Catch Basin, Type 1	EA	2.00	\$1,800.00	\$3,600.00			2.00	\$3,600.00									2.00	\$3,600.00
A. 54	Concrete Inlet	EA	25.00	\$1,800.00	\$45,000.00	10.90	\$19,620.00	9.40	\$16,920.00					17.70	\$31,680.00	2.60	\$4,680.00	20.30	\$36,360.00
A. 55	Ductile Iron Sewer Pipe (Storm), 10" Dia.	LF	273.00	\$32.00	\$8,736.00			316.50	\$10,128.00					248.50	\$7,952.00	68.00	\$2,176.00	316.50	\$10,128.00
A. 56	Ductile Iron Sewer Pipe (Storm), 12" Dia.	LF	1420.00	\$38.00	\$53,960.00	622.00	\$23,636.00	233.50	\$8,873.00					855.50	\$32,509.00			855.50	\$32,509.00
A. 57	Ductile Iron Sewer Pipe (Storm), 24" Dia.	LF	391.00	\$96.00	\$37,536.00			391.00	\$37,536.00					391.00	\$37,536.00			391.00	\$37,536.00
A. 58	ESC Lead	DAY	60.00	\$30.00	\$1,800.00	24.00	\$720.00	18.00	\$540.00					33.00	\$990.00	9.00	\$270.00	42.00	\$1,260.00
A. 59	Seeding, Fertilizing, Mulching	AC	3.10	\$2,400.00	\$7,440.00														
A. 60	Straw for Temporary ESC	LS	1.00	\$4,800.00	\$4,800.00	1.0													



CITY OF CAMAS PROJECT NO. S-545 DESCRIPTION: NW 38th Ave/SE 20th St. Extension Roadway Improvements, Ph. 1 PAY ESTIMATE # 5 Council Meeting Date: September 3, 2013 Work Period Date: July 1, 2013 to July 31, 2013				TAPANI, INC. P.O. BOX 1900 BATTLE GROUND, WA 98604 Phone: (360) 687-1148		STP Funding Tracking (Expenditures not to Exceed \$1,021,600.00) Expenditures to Date Group 1		TIB Funding Tracking (Expenditures not to Exceed \$1.75 MIL.) Expenditures to Date Group 2		PWTF Funding Tracking (Expenditures after Groups 1 & 2) Expenditures to Date Group 3		WTR/SWR Funding Tracking (Schedule B Items Only) Expenditures to Date Group 4		Previous Estimate #		Current Estimate #		Totals to Date																																																	
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE																																																
B 16	PVC Sanitary Sewer Pipe, 10" Dia. (ASTM D3034)	LF	41.00	\$46.00	\$1,886.00							39.00	\$1,794.00			39.00	\$1,794.00	39.00	\$1,794.00																																																
B 17	PVC Sanitary Sewer Pipe, 10" Dia. (ASTM D2241)	LF	284.00	\$63.00	\$17,940.00							290.00	\$17,400.00	290.00	\$17,400.00			290.00	\$17,400.00																																																
B 18	Plug Valve, 10-inch	EA	1.00	\$3,700.00	\$3,700.00							1.00	\$3,700.00	1.00	\$3,700.00			1.00	\$3,700.00																																																
B 19	Step AARV (Non-Traffic Rated)	EA	1.00	\$1,200.00	\$1,200.00							1.00	\$1,200.00	1.00	\$1,200.00			1.00	\$1,200.00																																																
B 20	Testing Sewer Pipe	LF	325.00	\$1.00	\$325.00							126.00	\$126.00	126.00	\$126.00			126.00	\$126.00																																																
B 21	Sewer Cleanout	EA	2.00	\$400.00	\$800.00							2.00	\$800.00			2.00	\$800.00	2.00	\$800.00																																																
<b>Subtotal</b>					<b>\$108,251.00</b>							<b>\$86,462.50</b>	<b>\$78,368.50</b>			<b>\$8,094.00</b>	<b>\$86,462.50</b>																																																		
<b>Schedule B Change Orders</b>																																																																			
B 1	Item C-CCO #5 Installation of Soli Filter		1.00	\$1,250.00	---							1.00	\$1,250.00																																																						
B 2	Item C-CCO #9 Additional 4-inch Gravity Line to Pump Station		1.00	\$12,105.00	---							1.00	\$12,105.00			1.00	\$12,105.00																																																		
	Item D-CCO #9 Additional 4-1/2" Wtr Taps/2-2" Swr Taps		1.00	\$10,813.61	---							1.00	\$10,813.61			1.00	\$10,813.61	1.00	\$10,813.61																																																
<b>Subtotal</b>					<b>---</b>							<b>\$22,918.61</b>	<b>---</b>			<b>\$22,918.61</b>	<b>---</b>																																																		
<b>ORIGINAL CONTRACT TOTAL</b>					<b>\$3,648,208.25</b>							<b>\$86,462.50</b>	<b>\$78,368.50</b>			<b>\$8,094.00</b>	<b>\$86,462.50</b>																																																		
<b>CHANGE ORDERS TO DATE</b>					<b>---</b>							<b>\$22,918.61</b>	<b>---</b>			<b>\$22,918.61</b>	<b>---</b>																																																		
<b>SUBTOTAL</b>					<b>\$3,648,208.25</b>							<b>\$109,381.11</b>	<b>\$78,368.50</b>			<b>\$31,469.61</b>	<b>\$86,462.50</b>																																																		
<b>SALES TAX (8.4%) - SCHEDULE B ONLY</b>					<b>\$9,093.08</b>							<b>\$7,207.87</b>	<b>\$6,582.95</b>			<b>\$6,582.95</b>	<b>\$7,207.87</b>																																																		
<b>TOTAL CONTRACT</b>					<b>\$3,657,301.33</b>							<b>\$116,588.98</b>	<b>\$84,951.45</b>			<b>\$31,952.56</b>	<b>\$93,670.37</b>																																																		
<b>STP TOTAL</b>						<b>\$1,021,599.75</b>	<b>TIB Total</b>						<b>\$1,129,750.45</b>	<b>PWTF Total</b>						<b>\$3,550.00</b>	<b>WTR/SWR Total</b>						<b>\$86,462.50</b>																																								
<b>CO'S To Date</b>						<b>\$2,000.00</b>	<b>CO'S To Date</b>						<b>\$1,129,750.45</b>	<b>CO'S To Date</b>						<b>\$3,550.00</b>	<b>CO'S To Date</b>						<b>\$10,813.61</b>																																								
<b>Subtotal</b>						<b>\$1,023,599.75</b>	<b>Subtotal</b>						<b>\$1,129,750.45</b>	<b>Subtotal</b>						<b>\$3,550.00</b>	<b>Subtotal</b>						<b>\$97,276.11</b>																																								
<b>Total</b>						<b>\$1,023,599.75</b>	<b>Total</b>						<b>\$1,129,750.45</b>	<b>Total</b>						<b>\$3,550.00</b>	<b>Total</b>						<b>\$105,447.30</b>																																								
<b>Previous Estimate</b>					<b>\$1,649,793.40</b>	<b>Current Estimate</b>					<b>\$591,569.30</b>	<b>Totals to Date</b>					<b>\$2,241,362.70</b>																																																		
<b>CO'S To Date</b>					<b>\$22,918.61</b>	<b>CO'S To Date</b>					<b>\$22,918.61</b>	<b>CO'S To Date</b>					<b>\$22,918.61</b>																																																		
<b>Subtotal</b>					<b>\$614,487.91</b>	<b>Subtotal</b>					<b>\$614,487.91</b>	<b>Subtotal</b>					<b>\$45,837.22</b>																																																		
<b>Sales Tax (8.4%)</b>					<b>\$2,605.06</b>	<b>Sales Tax (8.4%)</b>					<b>\$9,185.01</b>	<b>Sales Tax (8.4%)</b>					<b>\$9,185.01</b>																																																		
<b>Total</b>					<b>\$617,092.97</b>	<b>Total</b>					<b>\$617,092.97</b>	<b>Total</b>					<b>\$2,273,469.32</b>																																																		
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 Project Engineer Date: 8/27/13				 Contractor Date: 8/27/2013				 Engineering Manager Date: 8/27/2013																																																											



## **Exhibit A: Scope of Work**

This scope of work to update the Park, Recreation and Open Space Comprehensive Plan for the City of Camas is an efficient process to achieve Plan adoption and RCO acknowledgement by the March 1<sup>st</sup>, 2014 deadline. The scope and timing, noted below, is based on the project proposal sent in response to the City's request, and our discussion with you on August 19<sup>th</sup>, 2013.

### **Phase 1: Analysis and Review (September – Mid-October 2013)**

In Phase 1, MIG will begin the Plan update process as soon as we receive Notice to Proceed, anticipated for early September. Our first tasks will be examining changes to the City and park system since the 2007 Plan, and development and administration of an online survey incorporating the questions MIG developed as part of the 2007 Plan. MIG will be responsible for developing and administering the survey, which will be available from early September through mid-October through a link on the City's website. The City will be responsible for promoting the survey and encouraging survey participation. Following the launch of the survey, the planning team will provide materials and instructions for two Community Intercept Events, one to occur at the Farmer's Market and one scheduled for one of Downtown Camas' First Fridays. These events will solicit valuable feedback on community needs and interests that have surfaced since the 2007 Plan, while building public interest and support for the Plan update. The City will staff these intercept events using the materials and intercept guide provided by MIG. As an option, MIG can staff these two events. Between these events, MIG will convene the first of three Planning Advisory Committee (PAC) meetings to discuss the existing state of the park system and provide future direction on the overall Plan process. The City will be responsible for identifying and inviting PAC members, and for scheduling the meetings and their location. MIG will facilitate the PAC meeting and provide meeting materials and a brief summary of key points discussed at the meeting. This phase will result in updates to Sections 2-5 of the 2007 Plan.

#### *Phase 1 Tasks:*

- Inventory and Map Updates
- Online Survey Development and Administration (September – October)
- Community Intercept Event #1: Camas Farmer's Market (9/18 or 9/25)
- PAC Meeting #1
- Updates to Sections 3-5 of the PROS Plan
- Community Intercept Event #2: Pumpkin Pageant (10/4)
- Project Management (6 weeks of coordination, includes 1 in-person meeting in Camas)

### **Phase 2: Plan Development (Mid-October – November 2013)**

Throughout October and November, MIG will continue updating the Plan. At PAC Meeting #2, MIG will present key findings from Phases 1 and 2, discuss whether updates to the goals and objectives are needed, and discuss preliminary recommendations with PAC members. MIG will also meet with City staff in a strategy session to identify key recommendations to include in the Plan Update. Based on these discussions, MIG will update Sections 3 through 6 of the 2007 Plan. MIG will meet with the PAC in

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | TECHNOLOGY

815 SW 2nd Avenue, Suite 200 | Portland, OR 97204 | Phone 503 297 1005 | Fax 503 297 3195 | [www.migcom.com](http://www.migcom.com)

Offices in Berkeley, Davis, Pasadena & San Diego, CA | Eugene & Portland, OR | Boulder, CO

the third and final meeting to review the full set of recommendations and the draft implementation strategy.

*Phase 2 Tasks:*

- Goals and Objectives Update (Section 2)
- PAC Meeting #2 (October)
- Strategy Session
- Parks, Facilities, Trails and Open Space Recommendations updates (Sections 3, 4, and 5)
- Maintenance and Operations updates (Section 6)
- Section 7 Update
- Map Updates
- PAC Meeting #3 (November)
- Project Management (6 weeks of coordination, includes 1 in-person meeting in Camas)

**Phase 3: Plan Adoption** (*December 2013 – February 2014*)

During the final Phase, MIG will produce the full draft PROS Plan, suitable for public review. MIG will assist the City in completing a SEPA checklist. MIG will also develop materials for the third and final Community Intercept Event. The City will staff this intercept event using the materials and intercept guide provided by MIG. As an option, MIG can staff this event. To ensure adoption by the RCO deadline, MIG will begin the review process with the Parks and Recreation Commission at their December 11<sup>th</sup> meeting. Depending on scheduling availability, MIG will present the updated PROS Plan to the Planning Commission on December 17<sup>th</sup> or on January 6<sup>th</sup>, 2014. MIG will also attend two City Council meetings for plan review and adoption.

Following successful adoption, MIG will prepare the final PROS Plan, incorporating any changes from the Parks and Recreation Commission, Planning Commission and City Council. MIG will prepare the RCO checklist and materials for signature and submittal by the City to send to RCO for their acknowledgement. Optional additions to this phase include MIG facilitation of the Intercept Event.

*Phase 3 Tasks:*

- Full Draft PROS Plan
- SEPA Checklist Support
- Community Intercept Event #3: Hometown Holiday's Tree Lighting (12/6)
- Parks and Recreation Commission Review Meeting (12/11)
- Planning Commission Meeting (12/17 or 1/21)
- City Council Work Session
- City Council Meeting
- Final PROS Plan and RCO Checklist
- Project Management and Coordination (3 months)



**Exhibit B: Project Cost**

**Cost by Phase**

*Phase 1: \$12,947*

*Phase 2: \$13,671*

*Phase 3: \$16,742*

*Optional: MIG staffing of Intercepts 1 &2: \$2,562*

*Optional: MIG staffing of Intercept 3: \$1,281*

*Optional Tasks Total: \$3,843*

**Hourly Rates**

Project costs are incurred as professional time associated with the performance of project tasks. Professional time is billed according to the fully burdened hourly rates as presented below. These rates will remain valid for the duration of the contract.

Lauren Schmitt	\$165
Ryan Mottau	\$135
Jon Pheanis	\$95
GIS Associate	\$85
Project Assistant	\$75

**Direct Costs**

Direct costs are included in the total cost by phase listed above and are billed at cost plus 5%. Direct costs include mileage associated with travel to meetings; delivery charges and mailings; large-scale color and b/w plots; wallgraphic reductions; meeting/graphic supplies; and phone.

Agreement Between  
**CITY OF CAMAS**  
and  
**MOORE IACOFANO GOLTSMAN, Inc.**  
for  
**Parks and Open Space Comprehensive Plan Update**

This Agreement, made and entered into the 23rd day of *August*, 2013, by and between *City of Camas, 616 NE 4<sup>th</sup> Avenue, Camas, Washington, 98707* ("**CLIENT**"), and **MOORE IACOFANO GOLTSMAN, Inc.**, a California corporation having a place of business at 815 SW 2<sup>nd</sup> Avenue, Suite 200, Portland, Oregon, 97204 ("**MIG**").

**RECITALS**

**WHEREAS CLIENT** requires the assistance with a project to *update the Parks and Open Space Comprehensive Plan*, hereinafter referred to as ("Project") and as more fully described in this Agreement and

**WHEREAS, MIG** has offered to render certain specialized professional services in connection with this **Project**;

**NOW, THEREFORE**, the parties hereby agree as follows:

**AGREEMENT**

**1. Term of Agreement.** This Agreement shall cover services rendered from *September 3, 2013* until *March 31, 2014*. Work will not begin until *September 3, 2013*.

**2. MIG's Services.** MIG agrees to provide services described in **Exhibit A**, which is attached hereto and incorporated by reference into this Agreement.

**3. Compensation.** MIG's compensation shall be as outlined in proposal dated *August 5, 2013*, which is **Exhibit B**, and is attached hereto and incorporated by reference into this Agreement. MIG's compensation for the services described under this Agreement shall not exceed \$41,295, unless the parties agree to a change in scope and/or compensation.

**3.1** Extra Services beyond those basic services described in **Exhibit A** may be provided if requested by **CLIENT** and confirmed in writing by **MIG**.

**4. Payment Terms.** Payment for services shall be made per monthly invoice for services performed within 30 days of receipt of invoice. **MIG** may assess a late payment penalty of 1.5% per month on late payments. For extra services not a part of this Agreement, payment shall be based on hourly rates in **Exhibit B**.

**5. Independent Contractor.** It is agreed to that **MIG** shall act and be an independent contractor and not an employee of the **CLIENT**, and shall obtain no rights to any employee benefits which

accrue to CLIENT's employees.

**6. Assignments.** Neither the CLIENT nor MIG shall assign this Agreement without the written consent of the other.

**7. Changes to this Agreement.** Except as provided herein, this Agreement may be modified only by a written agreement executed by CLIENT and MIG.

**8. Insurance Requirements.** During the term of this Agreement, MIG shall maintain, at a minimum, the following insurance.

**8.1 General Liability.** MIG shall maintain commercial general liability insurance in the amount of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, which protects it from claims for personal injury, bodily injury and property damage.

**8.2 Automobile Liability.** MIG shall maintain automobile liability coverage for non-owned and hired autos, in the amount of \$1,000,000.00 per occurrence which protects MIG from claims for bodily injury and property damage.

**8.3 Workers' Compensation Insurance.** MIG shall maintain workers' compensation insurance as required by State statutes.

**8.4 Professional Liability** MIG shall maintain insurance protecting it from damages arising from its professional acts, errors and omissions in the amount of \$1,000,000 per claim and in the aggregate.

**8.5 Certificates of Insurance.** Prior to commencing services, and on an annual basis thereafter, MIG shall, if requested, provide CLIENT with certificates of insurance attesting to existence of the insurance coverage required by this Agreement. Such certificates shall provide that no coverage shall be cancelled without 10 days written notice to CLIENT. In the event MIG does not obtain or maintain the coverage required by this Agreement, CLIENT may, at its option, terminate this Agreement.

**9. Indemnification.** CLIENT agrees to indemnify, defend and hold MIG harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the City's negligent acts or omissions. MIG shall be entitled to indemnify the City to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by MIG's negligent errors or omissions.

**10. Ownership of Work Product.** Upon the parties signing this Agreement, MIG grants CLIENT a nonexclusive license to use MIG's documents as described in this Agreement, provided CLIENT performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional services prepared by MIG, including but not limited to, drawings and specifications, are the property of MIG. These

documents shall not be reused on other projects without MIG's written permission. MIG retains all rights, including copyrights, in its documents. CLIENT or others cannot use MIG's documents to complete this Project with others unless MIG is found to have materially breached this Agreement.

**11. Mediation.** CLIENT and MIG agree to mediate claims or disputes arising out of or relating to this Agreement before initiation litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

**12. Severability.** In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

**13. Client Responsibilities.** CLIENT agrees to provide MIG with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by MIG in order to provide its professional services. MIG may rely on the accuracy and completeness of these items. CLIENT agrees to provide such items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of MIG's services.

**14. Governing Law.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

**15. Standard of Care.** MIG shall provide its services in accordance with generally accepted standards of its profession.

**16. Schedule.** MIG's services shall be performed as expeditiously as is consistent with professional skill and care.

**17. Termination.** Either CLIENT or MIG may terminate this Agreement upon seven days' written notice without cause. If this Agreement is terminated, CLIENT agrees to pay MIG for all services rendered and reimbursable expenses incurred up to the date of termination. Upon not less than seven days' written notice, MIG may suspend the performance of its services if CLIENT fails to pay MIG in full for services rendered or expense incurred. MIG shall have no liability because of such suspension of services or termination due to CLIENT's non-payment.

**18. Entire Agreement.** This Agreement represents the entire and integrated agreement between CLIENT and MIG and supercedes all prior negotiations, statements or agreements, either written or oral. There are no conditions, agreements or representations between the parties except as expressed herein. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

**18. Notices.** All notices hereunder shall be given in writing and mailed postage prepaid, addressed as follows:

**A. To *City of Camas***

Jerry Acheson  
616 NE 4<sup>th</sup> Avenue  
Camas, Washington, 98707

**B. To Moore Iacofano Goltsman, Inc.**

**MIG, Inc.**  
(Susan Goltsman or Daniel S. Iacofano, Chief Executive Officer)  
815 SW 2<sup>nd</sup> Avenue, Suite 200  
Portland, OR 97204

**20. No Responsibility for Construction Means or Methods.** Irrespective of any other term in this Agreement, MIG shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures, or for construction safety, any other related programs, or for another party's errors or omissions or for another party's failure to complete its work or services in accordance with MIG's documents.

**21. Prevailing Party.** Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

**22. Public and Media Relations.** MIG shall be permitted to identify CLIENT as a customer, to use CLIENT's name in connection with proposals to prospective customers, to reference CLIENT on the MIG website and to otherwise refer to CLIENT in print or electronic form for marketing, publicity or reference purposes. However, MIG shall not publish CLIENT's confidential or proprietary information if CLIENT has previously advised MIG in writing of the specific information considered by CLIENT to be confidential or proprietary. MIG and CLIENT shall coordinate all publicity efforts relating to the work covered in this Agreement. Each party agrees to assist the other party in seeking to promote the work completed under this Agreement and to mention the other party in press and promotional materials. CLIENT agrees to credit and reference MIG in all material (print or electronic) relating to the work covered in this Agreement and to seek prior written approval for content that makes reference to MIG beyond simple mention.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF CAMAS**

By: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**MOORE IACOFANO GOLTSMAN, Inc.**

By: \_\_\_\_\_  
Principal

\_\_\_\_\_ Date: \_\_\_\_\_

**INVOICE**

*S-576D*  
*2013 Grind/Overlay Brady Road*



**OFFICE:** EVERETT, WASHINGTON  
**PHONE:** 425-551-3100  
**CONTACT:** ANNA NEAL

<b>DATE:</b>	8/20/2013	<b>INVOICE:</b>	529834
<b>BILL TO:</b>	CITY OF CAMAS P.O. BOX 1055 CAMAS, WA 98607-0055 ATTN: DENIS RYAN	<b>APPLICATION:</b>	1
		<b>ADJUSTMENT:</b>	0
		<b>GRANITE JOB:</b>	409468
		<b>CUSTOMER:</b>	289830

**FOR SERVICES RENDERED ON :** VAN CAMAS 2013 OVERLAY  
CAMAS STREETS

**PERIOD THROUGH:** 8/16/2013

**PAYMENT SUMMARY**

1. CONTRACT	\$66,498.00
2. APPROVED CHANGE ORDERS	\$0.00
3. CONTRACT TOTAL TO DATE	\$66,498.00
4. WORK COMPLETED TO DATE	\$86,898.20
5. LESS RETENTION @ 0.00 %	\$0.00
6. TOTAL AMOUNT DUE TO DATE	\$86,898.20
7. LESS PREVIOUSLY INVOICED	\$0.00
8. CURRENT AMOUNT DUE	<b>\$86,898.20</b>

**PLEASE MAIL REMITTANCE TO:**  
GRANITE CONSTRUCTION COMPANY  
Granite Construction Company  
PO Box 742478  
Los Angeles, CA 90074-2478

*less 5% retainage 4,344.91*  
*Payment Due \$ 82,553.29* ✓

TERMS: A/R Materials  
LATE PAYMENT PENALTY OF 1.5% WILL BE ADDED TO PAST DUE AMOUNTS MONTHLY.



DATE: 8/20/2013

TO : CITY OF CAMAS  
 P.O. BOX 1055  
 CAMAS, WA 98607-0055  
 ATTN: DENIS RYAN

INVOICE 529834

APPLICATION 1

ADJUSTMENT 0

CUSTOMER CONTRACT

PERIOD THROUGH 8/16/2013

CHANGE ORDER	BID ITEM	DESCRIPTION	Unit	ORIGINAL CONTRACT			THIS PERIOD			TOTAL TO DATE		
				Quantity	Unit Price	Contract Amount	Quantity	Amount	Retainage	Quantity	Amount	Retainage
000	00001	MOBILIZATION	PC	100.00	49.0000	0.00	100.00	4,900.00	0.00	100.00	4,900.00	0.00
000	00002	FLAGGERS & SPOTTERS	PC	100.00	25.0000	2,500.00	100.00	2,500.00	0.00	100.00	2,500.00	0.00
000	00003	TEMP TC	PC	100.00	16.5000	1,650.00	100.00	1,650.00	0.00	100.00	1,650.00	0.00
000	00004	MESSAGE BOARD	EA	2.00	250.0000	500.00	2.00	500.00	0.00	2.00	500.00	0.00
000	00005	EROSION CONTROL	PC	100.00	2.0000	200.00	100.00	200.00	0.00	100.00	200.00	0.00
000	00006	GEOTEXTILE	SY	225.00	1.0000	225.00	0.00	0.00	0.00	0.00	0.00	0.00
000	00007	CSBC	CY	40.00	40.0000	1,600.00	0.00	0.00	0.00	0.00	0.00	0.00
000	00008	HMA CL. 1/2IN PG 64-22	TN	494.00	105.0000	51,870.00	630.96	66,250.80	0.00	630.96	66,250.80	0.00
000	00009	PAVEMENT REPAIR EX	SY	225.00	3.0000	675.00	0.00	0.00	0.00	0.00	0.00	0.00
000	00010	HMA FOR PAVEMENT REPAIR	TN	25.00	150.0000	3,750.00	48.00	7,200.00	0.00	48.00	7,200.00	0.00
000	00011	2IN PLANING	SY	4,440.00	0.7000	3,108.00	4,707.00	3,294.90	0.00	4,707.00	3,294.90	0.00



CHANGE ORDER	BID ITEM	DESCRIPTION	Unit	ORIGINAL CONTRACT			THIS PERIOD			TOTAL TO DATE		
				Quantity	Unit Price	Contract Amount	Quantity	Amount	Retainage	Quantity	Amount	Retainage
000	00012	TEMP PAVEMENT MARKING	LF	1,200.00	0.3500	420.00	1,150.00	402.50	0.00	1,150.00	402.50	0.00
<b>TOTAL</b>						66,498.00	6,937.96	86,898.20	0.00	6,937.96	86,898.20	0.00



I, Nina Regor, City Clerk hereby certify that these bid tabulations are correct.

*Nina Regor*  
 \_\_\_\_\_  
 Nina Regor Date

PROJECT NO. P-862B				Engineer's Estimate: \$434,422		Tapani, Inc. 1904 SE 6th Place Battle Ground, WA 98604 360.687.1148		Paul Brothers, Inc. 8601 SE Revenue Rd Boring, OR 97009 503.663.1220		Coif Construction LLC PO Box 1434 Vancouver, WA 98668 360.694.5364		Cat Works, LLC 22105 B NE 72nd Ave. Battle Ground, WA 98604 360.666.1113		Nutter Corporation 7211-A NE 43rd Ave. Vancouver, WA 98661 360.573.2000		Big River Excavating 1050 Olney Ave. Astoria, OR 97103 503.338.3878		Keystone Contracting, Inc. 417 NW 209th St. Ridgefield, WA 98642 360.887.0868	
DESCRIPTION: Heritage Park - Boat Launch & Parking Improvements				Entered by RLS															
DATE OF BID OPENING: August 27, 2013, 2 p.m.																			
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Boat Launch	LS	1.00	\$51,008.00	\$51,008.00	\$52,600.00	\$52,600.00	\$44,140.00	\$44,140.00	\$39,000.00	\$39,000.00	\$62,215.00	\$62,215.00	\$37,000.00	\$37,000.00	\$52,857.00	\$52,857.00	\$56,000.00	\$56,000.00
2	Parking Lot	LS	1.00	\$274,030.00	\$274,030.00	\$245,000.00	\$245,000.00	\$272,898.00	\$272,898.00	\$278,000.00	\$278,000.00	\$260,070.00	\$260,070.00	\$347,400.00	\$347,400.00	\$298,448.00	\$298,448.00	\$329,500.00	\$329,500.00
3	Storm Drainage System	LS	1.00	\$75,720.00	\$75,720.00	\$63,500.00	\$63,500.00	\$50,100.00	\$50,100.00	\$61,000.00	\$61,000.00	\$55,896.00	\$55,896.00	\$52,002.42	\$52,002.42	\$55,202.00	\$55,202.00	\$77,500.00	\$77,500.00
Subtotal Bid Items 1-3					\$400,758.00		\$361,100.00		\$367,138.00		\$378,000.00		\$378,181.00		\$436,402.42		\$406,507.00		\$463,000.00
8.4 % Sales Tax					\$33,663.67		\$30,332.40		\$30,839.59		\$31,752.00		\$31,767.20		\$36,657.80		\$34,146.59		\$38,892.00
TOTAL (BASIS OF AWARD)					<u>\$434,421.67</u>		<u>\$391,432.40</u>		<u>\$397,977.59</u>		<u>\$409,752.00</u>		<u>\$409,948.20</u>		<u>\$473,060.22</u>		<u>\$440,653.59</u>		<u>\$501,892.00</u>

Return Address:

James D. Howsley, Esq.  
Jordan Ramis, P.C.  
1499 SE Tech Center Place #380  
Vancouver, WA 98663

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S  
INDEXING FORM (Cover Sheet)  
(RCW 65.04)

Please print or type information

Document Title(s) (or transactions contained therein): Development Agreement Lacamas Northshore Properties
Reference Number(s) of Documents assigned or released: <input type="checkbox"/> Additional reference #'s on page _____ of document.
Grantor(s) (Last name first, then first name and initials): 1. Mills Family, LLC, an Oregon limited liability company 2. McGuffin, Shane T. & Melissa A. 3. Ware, Eric J. & Amber F. 4. Gail Gregg and Gerrick Weakley 5. Mason, David W. & Alexis R. 6. Ware, Roy J. and Judy A. 7. Buma, Edward & Jacqueline Sue 8. Cisney, Merle E., Trustee of the Cisney Living Trust dated October 16, 1997 9. Cisney, Robert A. & Debra S. 10. Johnston Dairy, L.L.C., a Washington limited liability company 11. Borowski, Edward C. <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s) (Last name first, then first name and initials): City of Camas <input type="checkbox"/> Additional names on page _____ of document.
Legal Description (abbreviated; i.e. lot, block, plat or section, township, range): PTN of SEC 27, SEC 34, & SEC 35, T2N, R3E, W.M. <input checked="" type="checkbox"/> Additional legal is on page Exhibit A-1 & A-2 of document.
Assessor's Property Tax Parcel/Account Number: 175712-000; 175713-000; 175717-000; 175720-000; 175724-000; 175725-000; 175726-000; 175727-000; 175733-000; 175747-000; 175752-000; 175772-000; 177884-000; 177885-000; 177891-000; 177903-000; 177904-000; 178171-000; 178175-000; 178180-000 <input type="checkbox"/> Assessor Tax # not yet assigned.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT  
LACAMAS NORTSHORE PROPERTIES**

This Development Agreement ("Agreement") is made and entered into by and between the CITY OF CAMAS, a Washington municipal corporation (hereinafter referred to as the "City") and the undersigned property owners (hereinafter referred to as the "Owner" and collectively known as "Lacamas Northshore") and will be effective as of the last signed date below.

**RECITALS**

WHEREAS, the Lacamas Northshore own or control certain real property which is located within the City's municipal boundary and which is more fully described in the attached Exhibit "A," commonly known as tax parcels 175712-000, 175713-000, 175717-000, 175720-000; 175724-000, 175725-000, 175726-000, 175727-000, 175733-000, 175747-000, 175752-000, 175772-000, 177884-000, 177885-000, 177891-000, 177903-000, 177904-000, 178171-000, 178175-000, and 178180-000 (hereinafter referred to as the "Property");

WHEREAS, the City wishes to provide for additional infrastructure planning and for the implementation of permanent zoning with respect to the Property;

WHEREAS, the City and Lacamas Northshore recognize this area will develop over a period of years and wish to provide predictability about the development standards that will apply to the area in order to increase efficient use of urban services and provide compatibility amongst the various properties within the area;

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

WHEREAS, the Washington state legislature has authorized the execution of development agreements between local government and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1);

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

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the

real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

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

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

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

WHEREAS, this Development Agreement by and between the City and Lacamas Northshore relates to the zoning and future development of the Property.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. Development Agreement.** This Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It will become a contract between Lacamas Northshore and the City upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170.

**Section 2. Definitions.** As used in this Agreement, the following terms, phrases, and words will have the meanings and be interpreted as set forth in this section.

"Adopting Resolution" means the resolution which approves this Agreement, as required by RCW 36.70B.200.

"Effective Date" means the effective date established by the Adopting Resolution.

**Section 3. Term of Agreement.** This Agreement will commence upon the Effective Date, and will continue in force for a period of seven (7) years, unless extended or terminated by mutual consent of the parties.

**Section 4. Pre-Annexation Agreement.** The parties agree that the Pre-Annexation Agreement dated May 22, 2008, and recorded against the Property under Clark County Auditor's No. 4458438 is completely superseded and replaced by this Agreement.

**Section 5.** The parties agree that the Development Agreement dated October 6, 2010 and recorded against the Property under Clark County Auditor's No. 4704846 is also replaced by and superseded by this Agreement.

**Section 6. Conceptual Master Plan.** Attached as Exhibit "B" is a Conceptual Master Plan. The purpose of the plan is to provide the Parties with predictability regarding the future development of the Property and provide the basis for the identification and implementation of zoning for the Property. Some areas will be zoned for employment uses as specified below in Section 6.1 and other areas will be zoned for residential consistent the Conceptual Master Plan (Exhibit B).

**Section 6.1 Employment Uses.** Attached as Exhibit "C" is a list of employment uses that is applicable to future development of the Property with Business Park zoning.

**Section 6.2 Comprehensive Plan Designations and Zoning.** As stipulated in Exhibit B the City has adopted Comprehensive Plan designations and zoning designations for each of the properties depicted. For some of the properties in Exhibit B planned and zoned as MF-18, the City and each owner agree to limit the number of units that can be built on each property as follows: For the MF-18 property presently owned by Edward and Jacqueline Buma (Parcel No. 175774-000) there will be a maximum number of units that can be built of 226 Units. For the MF-18 property currently owned by the Mills Family (Parcel No. 177885-000) there will be a maximum number of units that can be built of 167 Units. For the properties in Exhibit B planned and zoned as MF-10 (Parcel No. 177884-000), the City and the owner (the Mills Family) agree to limit the number of units that can be built to 190 Units.

**Section 6.3 Streetscape.** Lacamas Northshore agrees to incorporate into its development application submittal package streetscape standards for all streets within the Property. The streetscape standards should address street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian traffic. The Lacamas Northshore streetscape standards will be consistent with the streetscape standards provided for in Exhibit "D." At the time of application for development, the Owners shall further be required to meet the City minimum street standards in CMC 17.19 and the Camas Design Standards Manual.

**Section 7. Medium Intensity Shoreline Area.** In consideration for the creation of the Medium Intensity Shoreline Area as shown on Exhibit "B" with the Comprehensive Plan designation of commercial and a zoning designation of community commercial, the owners of said property (the Mills Family) agree to dedicate in perpetuity to the City the two hundred foot wide strip of property from the ordinary high-water mark of Lacamas Lake depicted in Exhibit B as Open Space and/or future Park. Dedication under this section will occur concurrently with the recording of this Agreement.

**Section 8. Significant Views.** The properties owned by Lacamas Northshore border Lacamas Lake on the North. Lacamas Lake and the public areas surrounding it are an important scenic area that contributes to defining the character of the City of Camas. Lacamas Northshore recognizes and agrees that to the extent reasonable and as required by the Camas Municipal Code, development within the Lacamas Northshore area will be designed and implemented with the intent to preserve public views. The Camas Comprehensive Plan states that development should maintain compatible use and design with the surrounding built and natural environment when considering new development or redevelopment. The Comprehensive Plan states that the City should preserve the scenic aesthetic quality of public areas, public shoreline areas and public vistas to the extent feasible and reasonable. As such, any development application under this agreement will include a mitigation plan, prepared and reviewed in accordance with CMC 16.33, which meets the requirements of the Code. Compliance with this section will include, but not be limited to, review of any development application for consistency with the policies under CMC Section 16.33.010(B) and may be conditioned or denied to mitigate views impacts consistent with CMC Section 16.33.010. Further, any application for a Forest Resources Permit under RCW Chapter 76.09 for any property within the LNP shall be subject to CMC 18.31.020(J) and comply with all additional requirements of CMC Chapter 18.31.

**Section 9. New Road Arterial and Leadbetter Road Transition.** The Owners and the City further recognize that it is the intent of the City, consistent with the Camas Parks and Recreation Plan, to create a new arterial through Lacamas Northshore to the north and Leadbetter Road will be converted or modified to establish a recreation corridor along the northshore of Lacamas Lake.

**Section 10. Historic Houses.** The City recognizes the significance of the historic house and associated buildings located on parcel 175720-000. The owners of parcel 177885-000 are also pursuing a historic designation with the State of Washington and Clark County for the house on this parcel. And while the properties will be regulated and developed in accordance with the applicable shoreline master program, the City will use best efforts, in their sole discretion, in working with the property owners to allow existing houses to remain in viable economic use, including but not limited to parking areas, trails, and access for motor vehicles to a public road or roads.

**Section 11. Docks.** Parcel Number 175720-000 is a parcel with a historic house. The City recognizes the Owner of this parcel wishes to reestablish a previously existing dock subject to shoreline approval.

**Section 12. Farming Operations.** Parcel numbers 175712-000, 175717-000, 175724-000, 175752-000, 175726-000, 175727-000, 175733-000, 175747-000, 175772-000, 177891-000, 178171-000, 178175-000, and 178180-000 are recognized as being in farming or ranching production and therefore classified as A/R under CMC 18.41.140. This Agreement will allow the Owners of the parcels identified in this section to maintain and expand farming uses on the parcels consistent with CMC 18.41 as stipulated at the time of execution of this Agreement.

**Section 13. Remedies.** Should a disagreement arise between the City and the Owners regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in Clark County Superior Court.

**Section 14. Performance.** Failure by either party at any time to require performance by the other party of any of the provisions hereof will in no way affect the parties' rights hereunder to enforce the same, nor will any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

**Section 15. Venue.** This Agreement will be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

**Section 16. Severability.** If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby.

**Section 17. Inconsistencies.** If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement will prevail.

**Section 18. Binding on Successors and Recording.** This Agreement will run with the land and be binding upon and inure to the benefit of the Owners, the parties, and their respective heirs, successors and assigns. This Agreement will be recorded against the real property identified in Exhibit "A" with the Clark County Auditor.

Lacamas Northshore may sell or otherwise lawfully dispose of any portion of the Property to another person who, unless otherwise released by all parties, will be subject to the applicable provisions of this Agreement related to such portion of the Property.



Section 19. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and will be so construed.

Section 20. Amendments. This Agreement may only be amended by mutual agreement of the parties.

Exhibits:

- Exhibit A: Legal Description of Property
- Exhibit B: Conceptual Master Plan
- Exhibit C: Proposed Use List
- Exhibit D: Streetscape Standards

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

CITY OF CAMAS

Parcel No. 175712-000 (McGuffin)

By: \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Shane T. McGuffin  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Melissa A. McGuffin  
Date signed \_\_\_\_\_

Parcel No. 175717-000 (Ware, Eric & Amber)

\_\_\_\_\_  
Eric J. Ware  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Amber F. Ware  
Date signed \_\_\_\_\_

Parcel Nos. 175720-000, 177884-000,  
177885-000, 177903-000, 177904-000,  
(Mills Family, LLC)

MILLS FAMILY, LLC, an Oregon limited  
liability company

By: \_\_\_\_\_  
John Ainsworth Mill, Jr., Member  
Date signed \_\_\_\_\_

Parcel No. 175724-000 (Weakley Trust)

By: \_\_\_\_\_  
Gail Gregg  
Date signed \_\_\_\_\_

By: \_\_\_\_\_  
Gerrick Weakley  
Date signed \_\_\_\_\_

Parcel No. 175725-000 (Mason)

\_\_\_\_\_  
David W. Mason  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Alexis R. Mason  
Date signed \_\_\_\_\_

Parcel No. 175752-000 (Ware, Roy &  
Judy)

\_\_\_\_\_  
Roy J. Ware  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Judy A. Ware  
Date signed \_\_\_\_\_

Parcel No. 175772-000 (Buma)

\_\_\_\_\_  
Edward Buma  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Jacqueline Sue Buma  
Date signed \_\_\_\_\_

Parcel No. 178171-000 (Cisney Living  
Trust)

By: \_\_\_\_\_  
Merle E. Cisney, Trustee of the Cisney  
Living Trust dated October 16, 1997  
Date signed \_\_\_\_\_

Parcel Nos. 178175-000, 178180-000  
(Cisney)

\_\_\_\_\_  
Robert A. Cisney  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Debra S. Cisney  
Date signed \_\_\_\_\_

Parcel Nos. 175726-000, 175727-000,  
175733-000, 175747-000, 177891-000,  
(Johnston Dairy, L.L.C.)

JOHNSTON DAIRY, L.L.C., a Washington  
limited liability company

By: \_\_\_\_\_  
Leroy N. Johnston, Trustee of the  
Leroy N. Johnston Revocable Trust  
dated 12/30/97, Member  
Date signed \_\_\_\_\_

By: \_\_\_\_\_  
Lynn Johnston, Member  
Date signed \_\_\_\_\_

By: \_\_\_\_\_  
Rene M. Carroll, Member  
Date signed \_\_\_\_\_

By: \_\_\_\_\_  
Alison Johnston, Member  
Date signed \_\_\_\_\_

Parcel No. 175713-000 (Borowski)

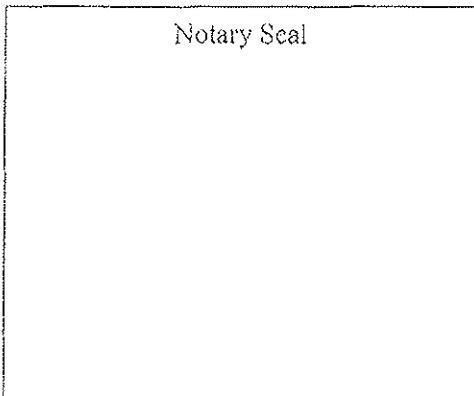
\_\_\_\_\_  
Edward C. Borowski

Date signed \_\_\_\_\_

State of Washington                    )  
  ) ss.  
County of Clark                        )

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

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

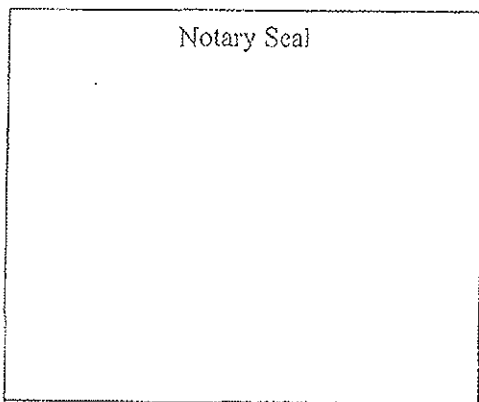
\_\_\_\_\_  
Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington                    )  
  ) ss.  
County of Clark                        )

I certify that I know or have satisfactory evidence that Shane T. McGuffin and Melissa A. McGuffin are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

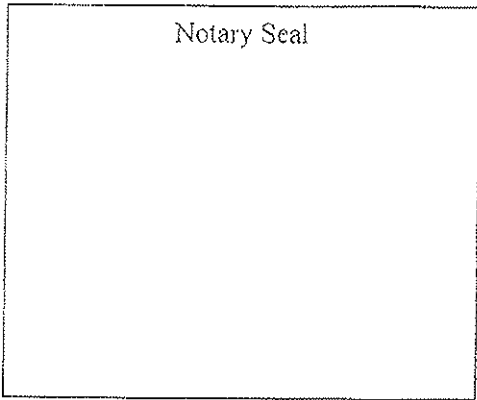
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Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington                    )  
  ) ss.  
County of Clark                        )

I certify that I know or have satisfactory evidence that Eric J. Ware and Amber F. Ware are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

\_\_\_\_\_  
Name of Notary

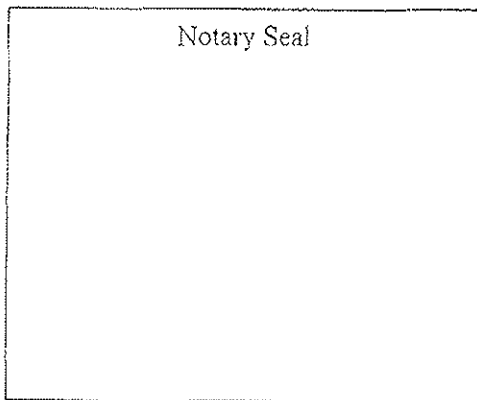
My appointment expires: \_\_\_\_\_



State of Washington                    )  
  ) ss.  
County of Clark                        )

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

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

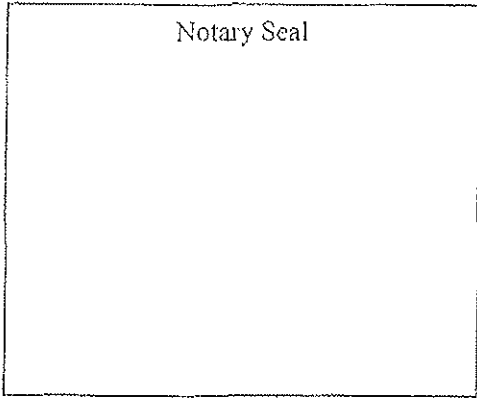
\_\_\_\_\_  
Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington            )  
  ) ss.  
County of Clark                )

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

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

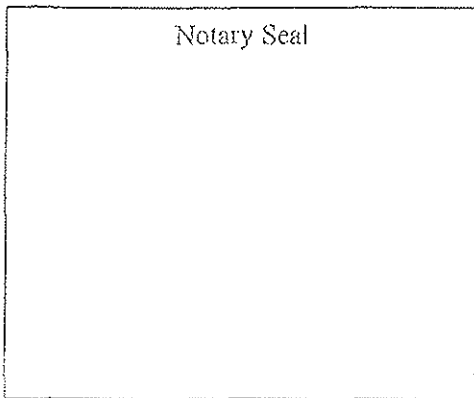
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Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington            )  
  ) ss.  
County of Clark                )

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

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

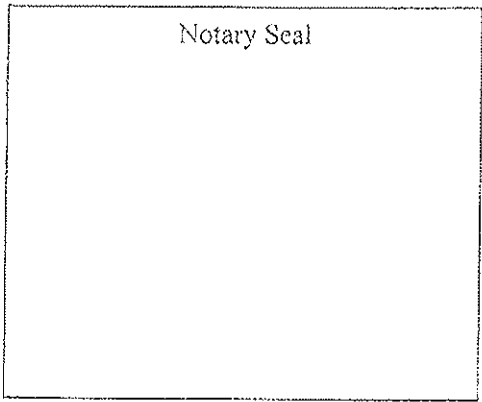
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Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington                    )  
  ) ss.  
County of Clark                        )

I certify that I know or have satisfactory evidence that David W. Mason and Alexis R. Mason are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

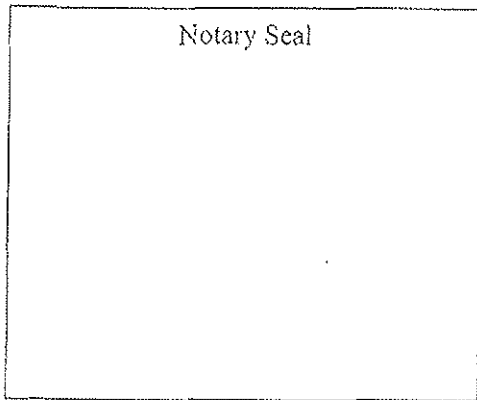
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Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington                    )  
  ) ss.  
County of Clark                        )

I certify that I know or have satisfactory evidence that Roy J. Ware and  
Judy A. Ware are the persons who appeared before me, and said persons acknowledged  
that they signed this instrument and acknowledged it to be their free and voluntary act for  
the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

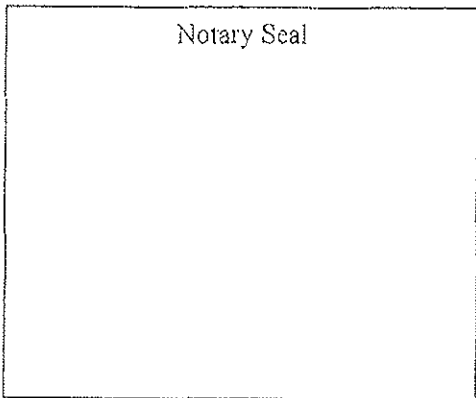
\_\_\_\_\_  
Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington            )  
  ) ss.  
County of Clark                )

I certify that I know or have satisfactory evidence that Edward and Jacqueline Sue Buma are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

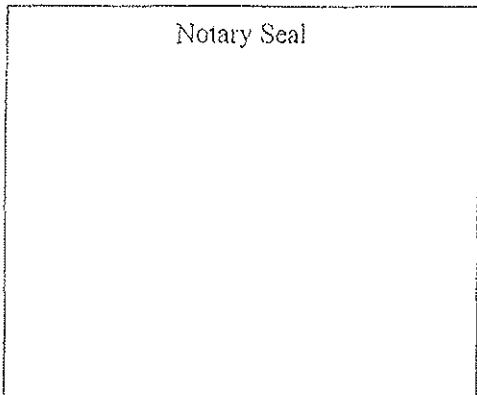
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Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington                    )  
  ) ss.  
County of Clark                        )

I certify that I know or have satisfactory evidence that Meric E. Cisney is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the Cisney Living Trust dated October 16, 1997, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

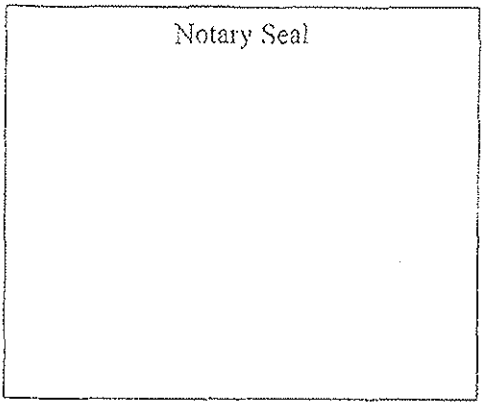
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Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington            )  
  ) ss.  
County of Clark                )

I certify that I know or have satisfactory evidence that Robert A. Cisney and Debra S. Cisney are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

\_\_\_\_\_  
Name of Notary

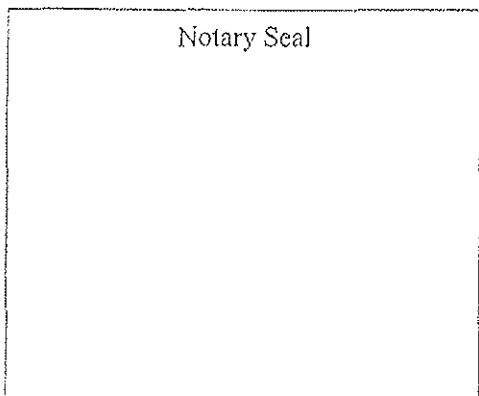
My appointment expires: \_\_\_\_\_



State of Washington                    )  
  ) ss.  
County of Clark                        )

I certify that I know or have satisfactory evidence that Leroy N. Johnston is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the Leroy N. Johnston Revocable Trust dated 12/30/97, member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

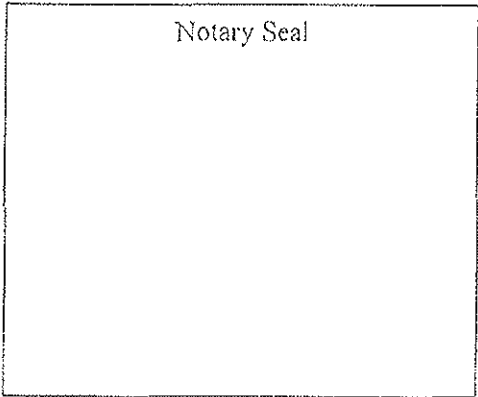
\_\_\_\_\_  
Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington                    )  
  ) ss.  
County of Clark                        )

I certify that I know or have satisfactory evidence that Lynn Johnston is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

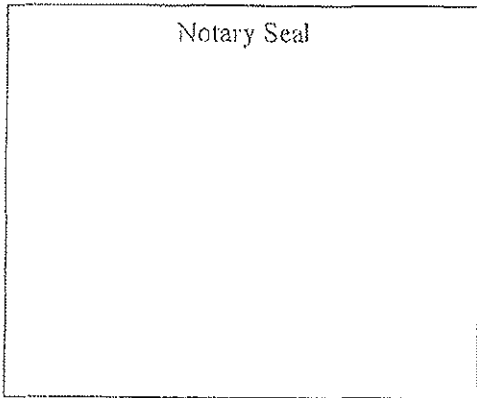
\_\_\_\_\_  
Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington            )  
  ) ss.  
County of Clark                )

I certify that I know or have satisfactory evidence that Rene M. Carroll is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

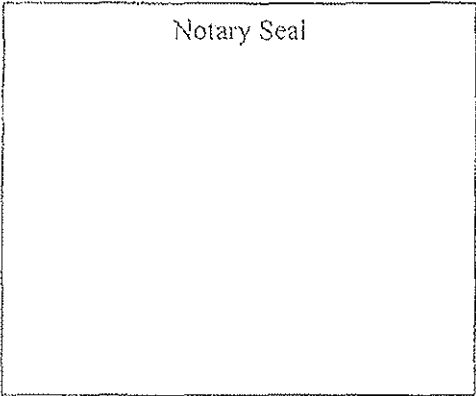
\_\_\_\_\_  
Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington                    )  
  ) ss.  
County of Clark                        )

I certify that I know or have satisfactory evidence that Alison Johnston is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

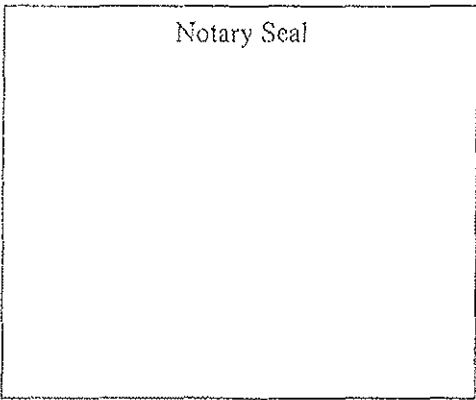
\_\_\_\_\_  
Name of Notary

My appointment expires: \_\_\_\_\_

State of Washington                    )  
  ) ss.  
County of Clark                        )

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

Dated: \_\_\_\_\_, 2013.



\_\_\_\_\_  
Notary Public for Washington

\_\_\_\_\_  
Name of Notary

My appointment expires: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

The purpose of this legal description is to describe the area of land to be annexed to the City of Camas Washington. The described lands lie within a portion of Section 27, Section 34 and Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County Washington being more particularly described as follows:

Commencing at the Section Corner common to Sections 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian; thence along the West line of said Section 27, South 01° 13' 20" West 1316.48 feet to the North 1/16 Corner on the West line of Section 27; thence departing said West line of Section 27 running along the North 1/16 line of Section 27, South 89° 06' 17" East 30.00 feet to a point on the East right-of-way of NE 232<sup>nd</sup>. Avenue, said point also being THE TRUE POINT OF BEGINNING; thence continuing along said North 1/16 line of Section 27, South 89° 06' 17" East 2618.75 feet to the Center North 1/16 Corner of Section 27; thence along the Center line of Section 27, South 01° 43' 07" West 1325.65 feet to the Center 1/4 Corner of Section 27; thence along the East 1/16 line of Section 27, South 88° 54' 28" East 2651.26 feet to the East 1/4 Corner of Section 27; thence along the East line of Section 27, South 01° 51' 44" West 1876.12 feet; thence departing said East line of Section 27 North 88° 08' 16" West 40.00 feet to a point on the West right-of-way of NE 252<sup>nd</sup>. Avenue; thence along the West right-of-way of NE 252<sup>nd</sup>. Avenue, South 01° 51' 44" West 770.55 feet; thence departing said West right-of-way of NE 252<sup>nd</sup>. Avenue South 88° 55' 51" East 40.00 feet to the Section Corner common to Sections 26, 27, 34 and 35, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Section 35, South 88° 54' 43" East 1326.97 feet to the West 1/16 Corner of Section 35; thence South 01° 11' 49" West 1321.47 feet to the Northwest 1/16 Corner of Section 35; thence North 88° 49' 40" West 1323.92 feet to the North 1/16 Corner on the West line of Section 35, said point also being the Northeast Corner of Government Lot 6, Section 34, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Government Lot 6, North 88° 54' 39" West 1321.38 feet; thence continuing along the North line of Government Lot 6, North 88° 53' 47" West 880.01 feet; thence departing the North line of Government Lot 6, South 07° 26' 10" East 271.51 feet to a point on the Northerly right-of-way of Leadbetter Road; thence along the Northerly right-of-way of Leadbetter Road on the arc of a 2895.59 foot radius curve to the left, through a central angle of 2° 22' 54", (the long cord of which bears North 41° 37' 36" West, 120.36') an arc length of 120.36 feet to a point of tangency; thence continuing along said Northerly right-of-way, North 42° 39' 19" West 249.33 feet; thence departing said Northerly right-of-way, North 88° 53' 47" East 93.68 feet to a point on the Northerly Shoreline of Lacamas Lake; thence along said Northerly Shoreline, North 46° 14' 00" West 351.03 feet; thence along said Northerly Shoreline, North 56° 05' 39" West 700.55 feet; thence along said Northerly Shoreline, North 29° 29' 12" West 61.48 feet; thence along said Northerly Shoreline, North 19° 42' 41" West 515.10 feet; thence along said Northerly Shoreline, North 29° 26' 23" West 91.60 feet; thence along said Northerly Shoreline, North 43° 21' 27" West 35.83 feet; thence along said Northerly Shoreline, North 56° 32' 27" West 259.52 feet; thence along said Northerly Shoreline, North 48° 33' 55"

West 340.16 feet; thence along said Northerly Shoreline, North 45° 16' 08" West 16.35 feet; thence departing said Northerly Shoreline, North 29° 14' 09" East 179.86 feet; thence South 54° 07' 51" East 145.10 feet; thence South 60° 55' 51" East 138.00 feet; thence South 67° 05' 51" East 173.60 feet; thence South 24° 25' 51" East 283.20 feet to a point on the South line of Section 27, said point is between the Southwest Corner of said Section 27 and the South ¼ Corner of said Section 27; thence along said South line of Section 27, South 88° 55' 51" East 146.20 feet; thence departing said South line of Section 27, North 01° 04' 09" East 60.00 feet; thence South 88° 55' 51" East 50.00 feet; thence South 01° 04' 09" West 60.00 feet to a point on the South line of Section 27, said point is between the Southwest Corner of said Section 27 and the South ¼ Corner of said Section 27; thence along said South line of Section 27, South 88° 55' 51" East 681.30 feet to the South ¼ Corner of Section 27; thence along the Center line of Section 27, North 01° 43' 07" East 1323.55 feet to the Center South 1/16 Corner of Section 27; thence along the Center South 1/16 line of Section 27, North 88° 55' 09" West 2625.77 feet to a point on the West line of Section 27, Township 2 North, Range 3 East, Willamette Meridian; thence along the West line of said Section 27, North 01° 13' 20" East 211.45 feet to a point on the Westerly right-of-way of Leadbetter Road; thence departing the West line of said Section 27 and departing the Westerly right-of-way of Leadbetter Road, North 80° 25' 19" East 60.00 feet to a point on the Easterly right-of-way of Leadbetter Road; thence along said Easterly right-of-way, North 09° 33' 41" West 103.52 feet to a point of curvature; thence along said Easterly right-of-way on the arc of a 541.07 foot radius curve to the right through a central angle of 10° 47' 00" (the long cord of which bears North 04° 10' 47" West 101.68 feet) an arc length of 101.83 feet to a point on the East right-of-way of Leadbetter Road; thence said East right-of-way North 01° 13' 20" East 2215.05 feet to THE TRUE POINT OF BEGINNING.

CONTAINS: 460.02 acres or 20,038,489 square feet more or less

The Basis of Bearing for this legal description is the line shown as South 01° 13' 20" West 2632.95 feet between the Section Corner common to Section 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian and the West ¼ Corner of Section 27, Township 2 North, Range 3 East, Willamette Meridian.

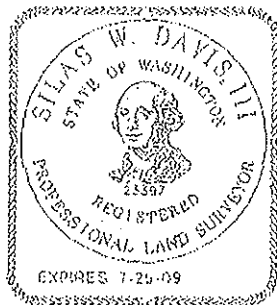


EXHIBIT B  
CONCEPTUAL MASTER PLAN

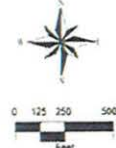
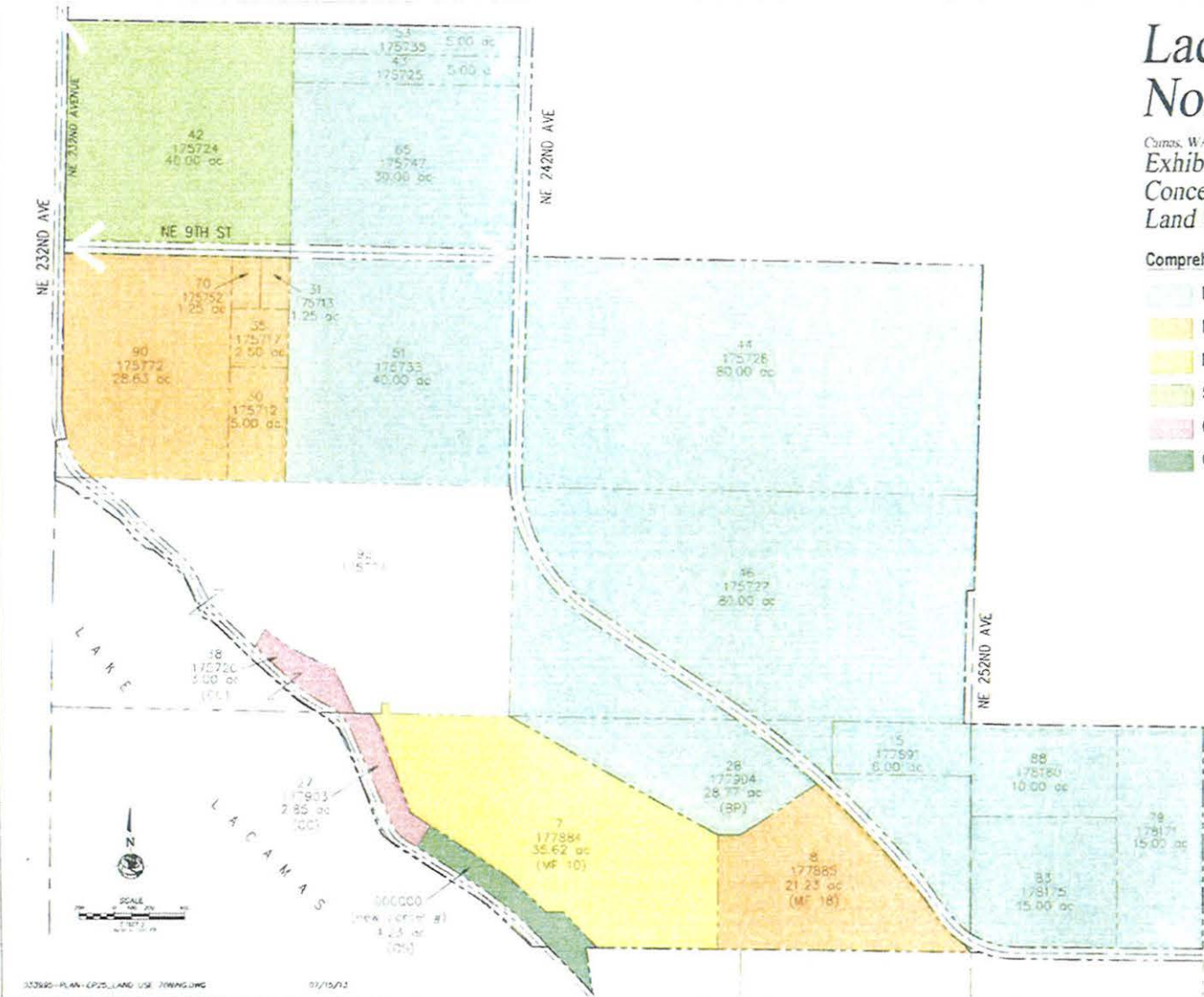


# Lacamas Northshore

Camas, WA  
 Exhibit B  
 Concept Master Plan  
 Land Use Zoning

Comprehensive Plan Designations

Industrial (BP)	314.77 ac
Multi-Family High (MF18)	59.86 ac
Multi-Family Low (MF10)	35.62 ac
Single Family Medium (R7.5)	40.00 ac
Community Commercial (CC)	5.85 ac
Open Space	4.32 ac



07/15/13

WHPacific

EXHIBIT C  
PROPOSED USE LIST

EXHIBIT C

BP ZONE USE LIST (per Ordinance 2672)

Zoning Districts	BP
Animal kennel, commercial/boarding <sup>6</sup>	C
Animal shelter <sup>6</sup>	C
Antique shop <sup>6</sup>	C
Appliance sales and service <sup>6</sup>	P
Automatic teller machines (ATM) <sup>6</sup>	P
Automobile repair (garage) <sup>6</sup>	P
Automobile sales, new or used <sup>6</sup>	P
Automobile service station <sup>6</sup>	P
Automobile wrecking <sup>6</sup>	X
Bakery (wholesale) <sup>6</sup>	P
Bakery (retail) <sup>6</sup>	P
Banks, savings and loan	P
Barber and beauty shops <sup>6</sup>	P
Boat building <sup>6</sup>	C
Boat repair and sales <sup>6</sup>	P
Book store <sup>6</sup>	P
Bowling alley/billiards <sup>6</sup>	P
Building, hardware and garden supply store <sup>6</sup>	P
Bus station <sup>6</sup>	P
Cabinet and carpentry shop <sup>6</sup>	P
Candy; confectionery store <sup>6</sup>	P
Cart vendors <sup>6</sup>	P
Cemetery <sup>6</sup>	X
Clothing store <sup>6</sup>	P
Coffee shop or cafe <sup>6</sup>	P
Convention center <sup>6</sup>	P
Day care center <sup>6</sup>	C
Day care, adult	P
Day care, family home <sup>6</sup>	X
Day care, mini-center <sup>6</sup>	P
Delicatessen (deli) <sup>6</sup>	P
Department store <sup>6</sup>	P
Equipment rental <sup>6</sup>	P
Event center	P

Feed store <sup>6</sup>	C
Fitness center/sports club <sup>6</sup>	P
Funeral home <sup>6</sup>	X
Florist shop <sup>6</sup>	P
Food delivery business <sup>6</sup>	P
Furniture repair; upholstery <sup>6</sup>	P
Furniture store <sup>6</sup>	P
Gas/fuel station <sup>6</sup>	P
Gas/fuel station with mini market <sup>6</sup>	P
Grocery, large scale <sup>6</sup>	C <sup>6</sup>
Grocery, small scale <sup>6</sup>	P
Grocery, neighborhood scale <sup>6</sup>	P
Hospital, emergency care <sup>6</sup>	P
Hotel, motel <sup>6</sup>	P
Household appliance repair <sup>6</sup>	P
Industrial supplies store <sup>6</sup>	C
Laundry/dry cleaning (industrial)	X
Laundry/dry cleaning (retail) <sup>6</sup>	P
Laundry (self-serve)	P
Liquor store <sup>6</sup>	C
Machine shop <sup>6</sup>	C
Medical or dental clinics (outpatient) <sup>6</sup>	P
Mini-storage/vehicular storage <sup>6</sup>	P
Manufactured home sales lot <sup>6</sup>	X
Newspaper printing plant <sup>6</sup>	X
Nursery, plant <sup>6</sup>	C
Nursing, rest, convalescent, retirement home <sup>6</sup>	X
Office supply store <sup>6</sup>	X
Pawnshop <sup>6</sup>	X
Parcel freight depots <sup>6</sup>	P
Pet shops <sup>6</sup>	P
Pharmacy <sup>6</sup>	P
Photographic/electronics store <sup>6</sup>	P
Plumbing, or mechanical service <sup>6</sup>	P
Printing, binding, blue printing <sup>6</sup>	P
Professional office(s) <sup>6</sup>	P
Public agency <sup>6</sup>	P
Real estate office <sup>6</sup>	P

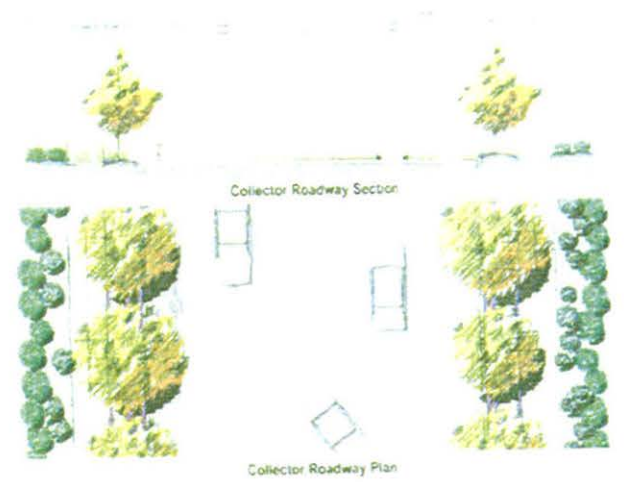
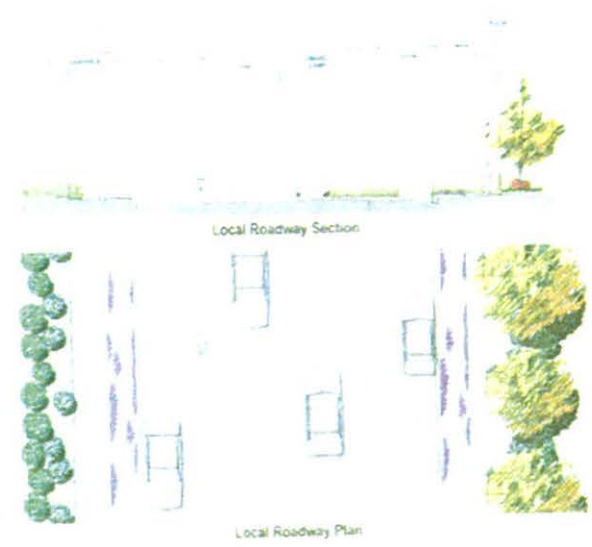
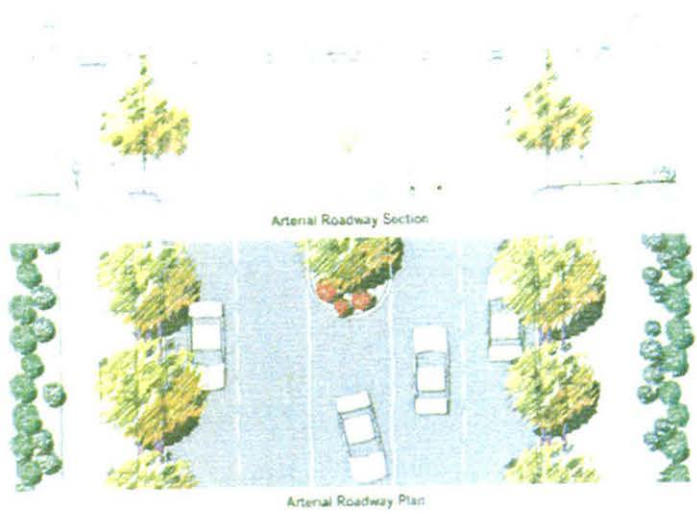
Recycling center <sup>6</sup>	X
Recycling collection point <sup>6</sup>	C
Recycling plant <sup>6</sup>	X
Research facility <sup>6</sup>	P
Restaurant <sup>6</sup>	P
Restaurant, fast food <sup>6</sup>	P
Roadside produce stand <sup>6</sup>	X
Sand, soil, gravel sales and storage <sup>6</sup>	X
Second-hand/consignment store <sup>6</sup>	P
Sexually Oriented Business <sup>1,3</sup>	X
Shoe repair and sales <sup>6</sup>	P
Stock broker, brokerage firm	P
Specialty goods production (e.g. brew pub)	P
Taverns <sup>6</sup>	P
Theater, except drive-in <sup>6</sup>	P
Truck terminals <sup>6</sup>	X
Veterinary clinic <sup>6</sup>	P
Video rental store <sup>6</sup>	P
Warehousing, wholesale and trade <sup>6</sup>	P
Warehousing, bulk retail <sup>6</sup>	X
Cotton, wool, other fibrous material	P
Food production or treatment	P
Foundry	X
Furniture manufacturing	C
Gas, all kinds (natural, liquefied)	X
Gravel pits/rock quarries	X
Hazardous waste treatment--Off-site	X
Hazardous waste treatment--On-site	X
Junkyard/wrecking yard	X
Metal fabrication and assembly	C
Hazardous waste treatment--On-site	X
Paper, pulp or related products	X
Signs or other advertising structures	C
Electronic equipment	X
High-tech industry	P
Manufacturing of miscellaneous goods (e.g. musical instruments, toys, vehicle parts)	X
Optical goods	P

Packaging of prepared materials	C
Scientific and precision instruments	P
Auditorium <sup>6</sup>	P
Community club <sup>6</sup>	P
Church <sup>6</sup>	P
Golf course/driving range <sup>6</sup>	P
Library <sup>6</sup>	P
Museum <sup>6</sup>	P
Recreational vehicle park <sup>6</sup>	X
Open space <sup>6</sup>	P
Park or playground	P
Sports fields <sup>6</sup>	P
Trails	P
College/university <sup>6</sup>	P
Elementary school <sup>6</sup>	P
Junior or senior high school <sup>6</sup>	P
Private, public or parochial school <sup>6</sup>	P
Trade, technical or business college <sup>6</sup>	P
Adult family home	X
Assisted living	X
Bed and breakfast	X
Designated manufactured home	X
Duplex or two-family dwelling	X
Group home	X
Home occupation	X
Housing for the disabled	X
Apartment	X
Residence accessory to and connected with a business	X
Single-family attached (e.g. rowhouses)	X
Single-family dwelling	X
Major telecommunication facility <sup>6</sup>	X
Minor telecommunication facility	P
Wireless communications facility <sup>3,4</sup>	
Facilities, minor public	P
Facility, essential <sup>6</sup>	C
Railroad tracks and facilities <sup>6</sup>	X
Temporary sales office for a development <sup>4</sup>	T

EXHIBIT D  
STREETSCAPE STANDARDS

# Lacamas Northshore

Camas, WA



05-18-09



WHPacific



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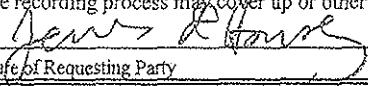
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Return Address:

James D. Howsley, Esq.  
Miller Nash LLP  
500 E. Broadway, Suite 400  
Vancouver, WA 98660

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S  
INDEXING FORM (Cover Sheet)  
(RCW 65.04)

Please print or type information

<b>Document Title(s)</b> (or transactions contained therein): Development Agreement Lacamas Northshore Properties
<b>Grantor(s)</b> (Last name first, then first name and initials): <ol style="list-style-type: none"> <li>1. Mills Family, LLC, an Oregon limited liability company</li> <li>2. McGuffin, Shane T. &amp; Melissa A.</li> <li>3. Ware, Eric J. &amp; Amber F.</li> <li>4. Weakley, Eleanor M., Trustee of the Fred H. Weakley Trust dated May 2, 2002</li> <li>5. Mason, David W. &amp; Alexis R.</li> <li>6. Ware, Roy J. and Judy A.</li> <li>7. Buma, Edward &amp; Jacqueline Sue</li> <li>8. Cisney, Merle E., Trustee of the Cisney Living Trust dated October 16, 1997</li> <li>9. Cisney, Robert A. &amp; Debra S.</li> <li>10. Johnston Dairy, L.L.C., a Washington limited liability company</li> <li>11. Borowski, Edward C.</li> </ol>
<b>Grantee(s)</b> (Last name first, then first name and initials): City of Camas <input type="checkbox"/> Additional names on page ____ of document.
<b>Legal Description</b> (abbreviated: i.e. lot, block, plat or section, township, range): PTN of SEC 27, SEC 34, & SEC 35, T2N, R3E, W.M. <input checked="" type="checkbox"/> Additional legal is on page <u>Exhibit A-1 &amp; A-2</u> of document.
<b>Assessor's Property Tax Parcel/Account Number:</b> 175712-000; 175713-000; 175717-000; 175720-000; 175724-000; 175725-000; 175726-000; 175727-000; 175733-000; 15735-000; 175747-000; 175752-000; 175772-000; 177884-000; 177885-000; 177891-000; 177903-000; 177904-000; 178171-000; 178175-000; 178180-000 <input type="checkbox"/> Assessor Tax # not yet assigned.
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.  _____ Signature of Requesting Party
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT  
LACAMAS NORTHSORE PROPERTIES**

This Development Agreement ("Agreement") is made and entered into by and between the CITY OF CAMAS, a Washington municipal corporation (hereinafter referred to as the "City") and the undersigned property owners (hereinafter referred to as the "Owners" and collectively known as "Lacamas Northshore") and will be effective as of the last signed date below.

**RECITALS**

**WHEREAS**, the Owners own or control certain real property which is located within the City's municipal boundary and which is more fully described in the attached **Exhibit "A,"** commonly known as tax parcels 175712-000, 175713-000, 175717-000, 175720-000; 175724-000, 175725-000, 175726-000, 175727-000, 175733-000, 175747-000, 175752-000, 175772-000, 177884-000, 177885-000, 177891-000, 177903-000, 177904-000, 178171-000, 178175-000, and 178180-000 (hereinafter referred to as the "Property");

**WHEREAS**, the City wishes to provide for additional infrastructure planning and the process for implementation of permanent zoning with respect to the Property;

**WHEREAS**, the City and the Owners recognize this area will develop over a period of years and wish to provide predictability about the development standards that will apply to the area in order to increase efficient use of urban services and provide compatibility amongst the various properties within the area;

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

**WHEREAS**, the Washington state legislature has authorized the execution of development agreements between local government and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1);

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

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service

agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

**WHEREAS**, the legislative findings supporting the enactment of this section provides:

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

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

**WHEREAS**, this Development Agreement by and between the City and the Owners relates to the zoning and future development of the Property.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. Development Agreement.** This Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It will become a contract between the Owners and the City upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170.

**Section 2. Definitions.** As used in this Agreement, the following terms, phrases, and words will have the meanings and be interpreted as set forth in this section.

"Adopting Resolution" means the resolution which approves this Agreement, as required by RCW 36.70B.200.

"Effective Date" means the effective date established by the Adopting Resolution.

**Section 3. Term of Agreement.** This Agreement will commence upon the Effective Date, and will continue in force for a period of ten (10) years, unless extended or terminated by mutual consent of the parties.

**Section 4. Pre-Annexation Agreement.** The parties agree that the Pre-Annexation Agreement dated May 22, 2008, and recorded against the Property under Clark County Auditor's No. 4458438 is completely superseded and replaced by this Agreement and will no longer apply to the Property. Parties agree to work toward adoption of comprehensive plan amendments and zoning amendments to allow for a mix of uses generally consistent with a conceptual master plan identified in Exhibit "B" and list of uses identified in Exhibit "C." Parties agree that upon adoption of comprehensive plan amendments and zoning established consistent with Exhibits "B" and "C," no development application shall be accepted and processed by the City until the following additional events occur:

- a. Funding, preparation, and adoption of a new transportation impact fee study;
- b. Adoption by the City of a new transportation impact fee schedule based upon the transportation impact fee study pursuant to subsection 4(a) herein; and
- c. Adoption by the City Council of an update to its water, sewer, and transportation capital facilities plans, subject to the requirement that Owners shall provide an evaluation of the mixed use and employment designations impact on previously adopted water and sewer capital plans through the annual Comprehensive Plan process when establishing the Comprehensive Plan Designation. If modifications to adopted sewer or water plans are necessary, the City may require the applicant to pay for any required modifications to the plan(s) prior to adoption of any Comprehensive Plan amendment or zone change.
- d. And no individual application for development will be accepted until such a

time that the Owners submit the necessary and relevant study or studies of their Property or Properties subject to this Agreement demonstrating to the reasonable satisfaction of City staff that the ratios set forth in Section 5(b) below for the mixed-use zoned Properties under this Agreement can be met after accounting for wetland, habitat, shoreline, steep slope and other critical area constraints.

**Section 5. Conceptual Master Plan.** Attached as **Exhibit "B"** is a Conceptual Master Plan. The purpose of the plan is to provide the Parties with predictability regarding the future development of the Property and provide a basis for additional planning efforts including comprehensive, capital facility, and zoning.

a. Attached as **Exhibit "C"** is a list of mixed use and employment uses that will be the basis for the development of zoning designations, capital facilities planning, and code development applicable to future development of the property. The conceptual master plan also identifies the general alignment of the arterial planned for the north annexation area in the middle of the Property and where the alignment is consistent with other master plans developed for this area.

b. And the conceptual master plan will set forth the following ratios for the mixed-use portion of the Properties. A minimum of twenty-five percent (25%) of each of the following uses will be created 1) residential, 2) office and 3) commercial. No more than fifty percent (50%) of 1) residential, 2) office and 3) commercial will be created on the Property. If an Owner elects to submit an individual study under Section 4(d) above they will be subject to the ratios specified under this section for their Property. If a group of Owners submits a study demonstrating compliance with section Section 4(d) the ratios can be applied over all the Properties subject to the study.

**Section 5.1 Streetscape.** The Owners agree to incorporate into its development application submittal package streetscape standards for all streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian traffic. The Owners streetscape standards will be consistent with the streetscape standards provided for in **Exhibit "D."** At the time of application for development, the Owners shall further be required to meet the City minimum street standards in CMC 17.19 and the Camas Design Standards Manual.

**Section 5.2 Comprehensive Plan and Capital Facilities Plan Amendment.** The Owners have the option to pay for a transportation study to provide evidence to the City that NE Ingle Road should be classified as an arterial roadway. In the event that the Owners elect to pursue said study, upon Owner submittal to the City, the City will review said study and, at the City's sole discretion, determine if the roadway classification for NE Ingle Road should be revised to arterial status in the City's Comprehensive Plan and Capital Facilities Plan. In order to be considered for an amendment to the Comprehensive Plan and Capital Facilities Plan within a year, the

Owners will submit the study at least thirty (30) days prior to the pre-application deadline for an annual review request. If a reclassification is in order the City will revise the Comprehensive Plan and Capital Facilities Plan during the annual review cycle.

**Section 6. Stormwater.** The City will use best efforts to designate Lacamas Lake as a large water body under the new stormwater management rules and manual. The purpose behind this designation is to allow that the surrounding properties and the City may utilize the large water body exemption contained within the rules. The Owners will support the City in its efforts.

**Section 7. Limited Shoreline Area.** The City will use best efforts, at their sole discretion, to create a limited shoreline area as shown on Exhibit "E" that is equivalent to an urban shoreline designation that allows for a mix of uses. In consideration for this, the Owners agree to preserve two hundred feet of property outside of the limited shoreline area from the ordinary high-water mark of Lacamas Lake by dedicating this area to the City for a private or public conservancy.

**Section 8. Significant Views.** The properties owned by the Lacamas Northshore Owners ("Lacamas Northshore Properties or LNP") border Lacamas Lake on the North. Lacamas Lake and the public areas surrounding it are an important scenic area that contributes to defining the character of the City of Camas. Because LNP borders this scenic area the Owners of LNP recognize and agree that to the extent reasonable and as required by the Camas Municipal Code the Development Plan will be completed with the intent to preserve public views. The Camas Comprehensive Plan states that development should maintain compatible use and design with the surrounding built and natural environment when considering new development or redevelopment. The Comprehensive Plan states that the City should preserve the scenic aesthetic quality of public areas, public shoreline areas and public vistas to the extent feasible and reasonable. As such, any development application under this agreement will include a mitigation plan, prepared and reviewed in accordance with CMC 16.33, which meets the requirements of the Code. Compliance with this section will include, but not be limited to, review of any development application for consistency with the policies under CMC Section 16.33.010(B) and may be conditioned or denied to mitigate views impacts consistent with CMC Section 16.33.010, and may utilize provisions of CMC 18.31.120. Further, any application for a Forest Resources Permit under RCW Chapter 76.09 for any property within the LNP shall be subject to CMC 18.31.020(J) and comply with all additional requirements of CMC Chapter 18.31.

**Section 9. New Road Arterial and Leadbetter Road Transition.** The Owners and the City further recognize that it is the intent of the City, consistent with the Camas Parks and Recreation Plan, to create a new arterial through Lacamas Northshore to the north and Leadbetter Road will be converted or modified to establish a recreation corridor along the northshore of Lacamas Lake.

**Section 10. Historic Houses.** The City recognizes the significance of the historic house and associated buildings located on parcel 175720-000. The owners of parcel 177885-000 are also pursuing a historic designation with the State of Washington and Clark County for the house on this parcel. And while the properties will be regulated and developed in accordance with the applicable shoreline master program, the City will use best efforts, in their sole discretion, in working with the property owners to allow existing houses to remain in viable economic use, including but not limited to parking areas, trails, and access for motor vehicles to a public road or roads (see Exhibit "E"). Additional appropriate uses for this limited shoreline area will be considered in the development of future zoning under Section 5 of this Agreement and the development of the shoreline master program.

**Section 11. Docks.** Parcel Number 175720-000 is a parcel with a historic house. The City recognizes the Owners wish to reestablish a previously existing dock subject to shoreline approval.

**Section 12. Farming Operations.** Parcel numbers 175712-000, 175717-000, 175724-000, 175752-000, 175726-000, 175727-000, 175733-000, 175747-000, 175772-000, 177891-000, 178171-000, 178175-000, and 178180-000 are recognized as being in farming or ranching production and therefore classified as A/R under CMC 18.41.140. This Agreement will allow the Owners to maintain and expand farming uses on the parcels consistent with CMC 18.41 as stipulated at the time of execution of this Agreement.

**Section 13. Remedies.** Should a disagreement arise between the City and the Owners regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in Clark County Superior Court.

**Section 14. Performance.** Failure by either party at any time to require performance by the other party of any of the provisions hereof will in no way affect the parties' rights hereunder to enforce the same, nor will any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

**Section 15. Venue.** This Agreement will be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

**Section 16. Severability.** If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby.

**Section 17. Inconsistencies.** If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement will prevail.

**Section 18. Binding on Successors and Recording.** This Agreement will run with the land and be binding upon and inure to the benefit of the Owners, the parties, and their respective heirs, successors and assigns. This Agreement will be recorded against the real property indicated on **Exhibit "A"** with the Clark County Auditor.

The Owners may sell or otherwise lawfully dispose of any portion of the Property to another person who, unless otherwise released by all parties, will be subject to the applicable provisions of this Agreement related to such portion of the Property.

**Section 19. Recitals.** Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and will be so construed.

**Section 20. Amendments.** This Agreement may only be amended by mutual agreement of the parties.

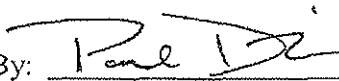
Exhibits:

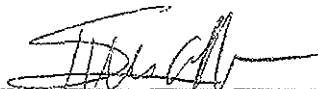
- Exhibit A: Legal Description of Property
- Exhibit B: Conceptual Master Plan
- Exhibit C: Proposed Use List
- Exhibit D: Streetscape Standards
- Exhibit E: Parking Areas and Trails on Parcels 175720-000 and 177885-000

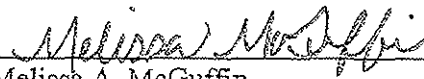
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

CITY OF CAMAS

Parcel No. 175712-000 (McGuffin)

By:   
Title Mayor

  
Shane T. McGuffin  
Date signed Aug. 4, 2010

  
Melissa A. McGuffin  
Date signed Aug 4, 2010



Parcel No. 175717-000 (Ware, Eric & Amber)

Eric J. Ware  
Eric J. Ware  
Date signed 8/4/10

Amber F. Ware  
Amber F. Ware  
Date signed 8/4/10

Parcel Nos. 175720-000, 177884-000,  
177885-000, 177903-000, 177904-000,  
(Mills Family, LLC)

MILLS FAMILY, LLC, an Oregon limited liability company

By: Michael D. Mills  
Michael Mills, Member  
Date signed Aug 4 2010

Parcel No. 175724-000 (Weakley Trust)

as held for By: Eleanor M. Weakley  
Eleanor M. Weakley, Trustee of the  
Fred H. Weakley Trust dated May 2,  
2002  
Date signed August 5, 2010

Parcel No. 175725-000, (Mason)  
175735-000

David W. Mason  
David W. Mason  
Date signed aug 9 2010

Alexis R. Mason  
Alexis R. Mason  
Date signed 8/4/10

Parcel No. 175752-000 (Ware, Roy &  
Judy)

Roy J. Ware  
Roy J. Ware  
Date signed 8-11-10

Judy A. Ware  
Judy A. Ware  
Date signed 8-11-10

Parcel No. 175772-000 (Buma)

Edward Buma  
Edward Buma  
Date signed 8-10-10

Jacqueline S. Buma  
Jacqueline Sue Buma  
Date signed 8-10-10

Parcel No. 178171-000, (Cisney Living Trust) ~~178175-000~~

By: Merle E. Cisney  
Merle E. Cisney, Trustee of the Cisney Living Trust dated October 16, 1997  
Date signed Aug 4<sup>th</sup> 2010

Parcel Nos. ~~178175-000~~ 178180-000  
(Cisney) RAC DS

Robert A. Cisney  
Robert A. Cisney  
Date signed 8-4-10

Debra S Cisney  
Debra S. Cisney 8.4.2010  
Date signed \_\_\_\_\_

Parcel Nos. 175726-000, 175727-000,  
175733-000, 175747-000, 177891-000,  
(Johnston Dairy, L.L.C.)

JOHNSTON DAIRY, L.L.C., a Washington limited liability company


By: Leroy N Johnston  
Leroy N. Johnston, Trustee of the Leroy N. Johnston Revocable Trust dated 12/30/97, Member  
Date signed 8/4/10

By: Lynn Johnston  
Lynn Johnston, Member  
Date signed 8-4-10

By: Rene M Carroll  
Rene M. Carroll, Member  
Date signed 8/10/10

By: Alison Johnston  
Alison Johnston, Member  
Date signed 8/10/10

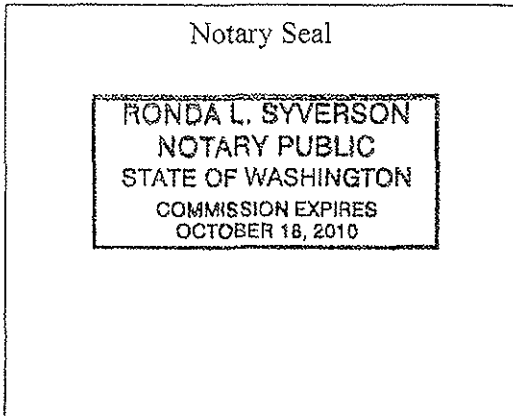
Parcel No. 175713-000 (Borowski)

  
\_\_\_\_\_  
Edward C. Borowski  
Date signed 8/9/2010

State of Washington )  
 ) ss.  
County of Clark )

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

Dated: October 5, 2010.



Ronda L. Syverson  
Notary Public for Washington

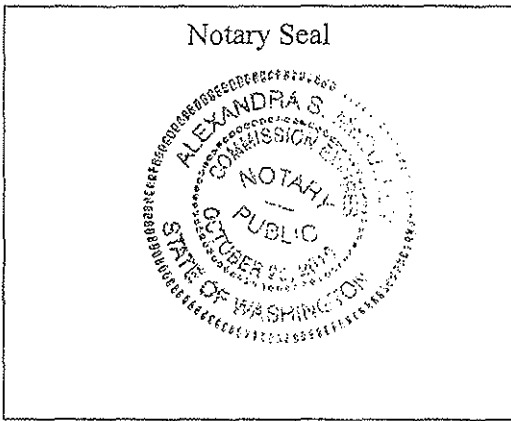
Ronda L. Syverson  
Name of Notary

My appointment expires: 10/18/2010

State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Shane T. McGuffin and Melissa A. McGuffin are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 4<sup>th</sup>, 2010.



Alexandra S. McCulley  
Notary Public for Washington

Alexandra S. McCulley  
Name of Notary

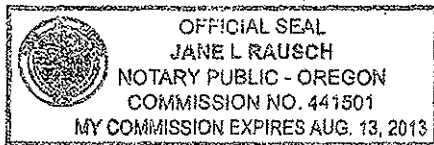
My appointment expires: 10/20/2010

State of OREGON

County of Multnomah

This instrument was acknowledged before me on August 4,  
2010, by Michael Mills as Member of Mills Family, LLC.

Jane L. Rausch  
Notary Public for the State of Oregon

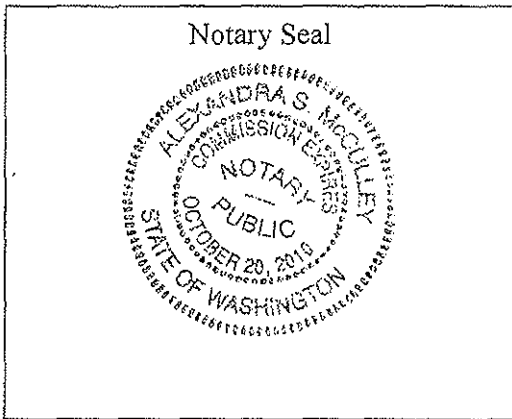




State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Eric J. Ware and Amber F. Ware are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 4<sup>th</sup>, 2010.



Alexandra S. McCulley  
Notary Public for Washington

Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/2010

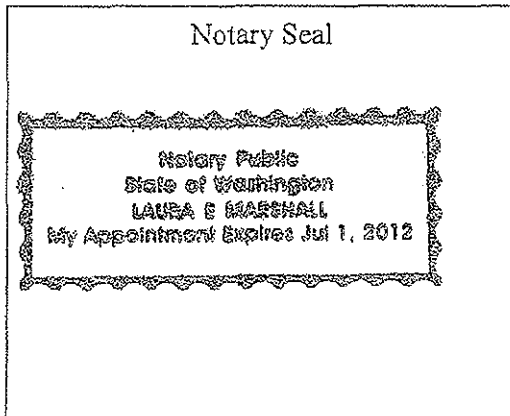
State of Washington )  
 ) ss.  
County of Clark )

*Gail L. Gregg & Gregg E. Weakley  
as Co-Attorney in Fact For,*

I certify that I know or have satisfactory evidence that Eleanor M. Weakley is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of the Fred H. Weakley Trust dated May 2, 2002, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Aug. 5, 2010.

*Notary for Gail L. Gregg*



*Laura E. Marshall*  
Notary Public for Washington

*Laura E Marshall*  
Name of Notary

My appointment expires: *7-1-12*

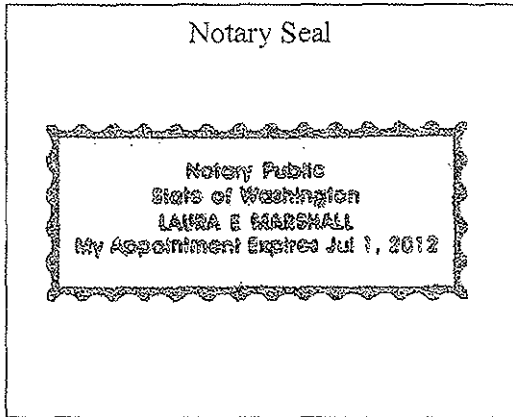
State of Washington )  
 ) ss.  
County of Clark )

*Gail L. Gregg & Gregg F. Weakley  
as co-Attorneys in fact for,*

I certify that I know or have satisfactory evidence that Eleanor M. Weakley is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of the Fred H. Weakley Trust dated May 2, 2002, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Aug 5, 2010.

*Notary Dr Gregg F. Weakley*



*Laura E. Marshall*  
Notary Public for Washington

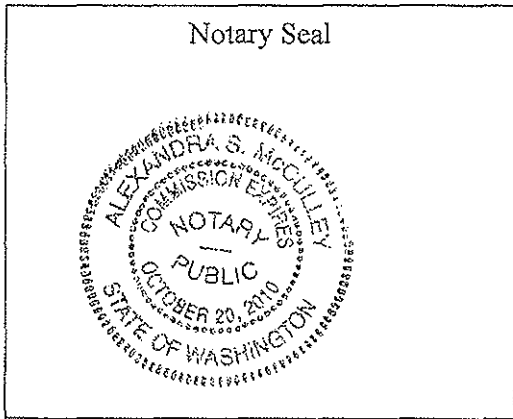
*Laura E Marshall*  
Name of Notary

My appointment expires: 7-1-12

State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that David W. Mason and Alexis R. Mason are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 4<sup>th</sup>, 2010.



Alexandra S. McCulley  
Notary Public for Washington

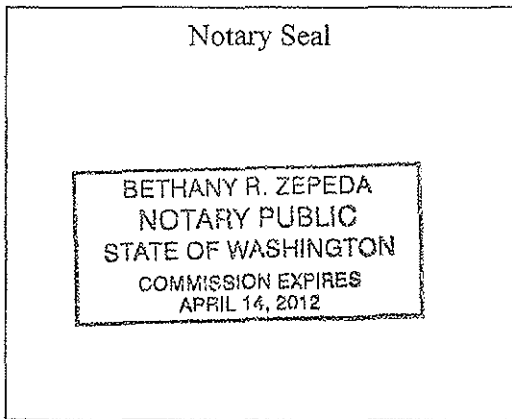
Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/2010

State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Roy J. Ware and Judy A. Ware are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8-11-10, 2010.



Bethany R Zepeda  
Notary Public for Washington

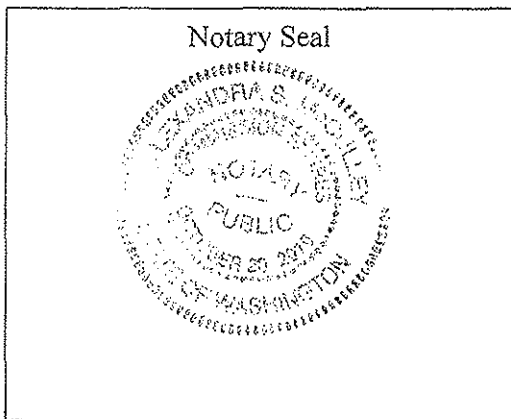
Bethany R Zepeda  
Name of Notary

My appointment expires: April 14, 2012

State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Edward and Jacqueline Sue Buma are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 10<sup>th</sup>, 2010.



Alexandra S. McCulley  
Notary Public for Washington

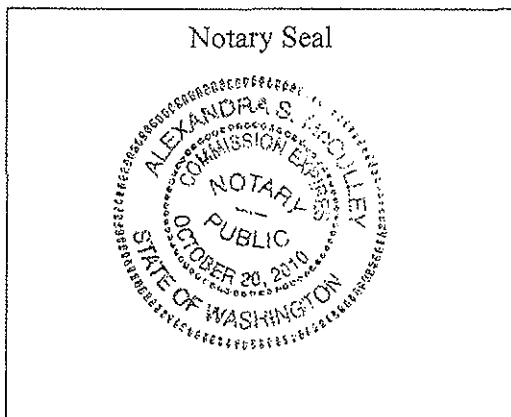
Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/10

State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Merle E. Cisney is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the Cisney Living Trust dated October 16, 1997, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 4<sup>th</sup>, 2010.



Alexandra S. McCulley  
Notary Public for Washington

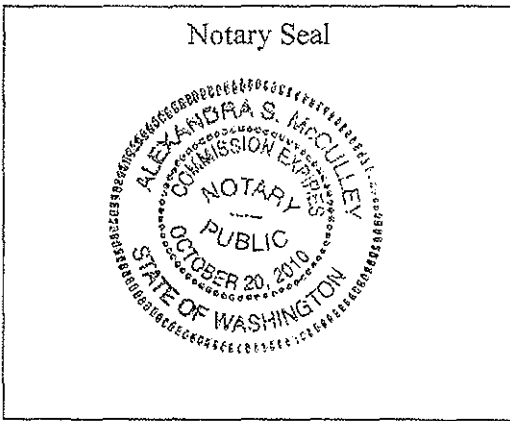
Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/2010

State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Robert A. Cisney and Debra S. Cisney are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 4<sup>th</sup>, 2010.



Alexandra S. McCulley  
Notary Public for Washington

Alexandra S. McCulley  
Name of Notary

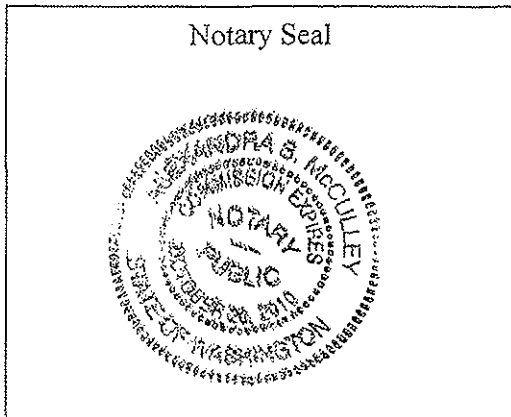
My appointment expires: 10/20/2010



State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Leroy N. Johnston is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the Leroy N. Johnston Revocable Trust dated 12/30/97, member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 4, 2010.



Alexandra S. McCulley  
Notary Public for Washington

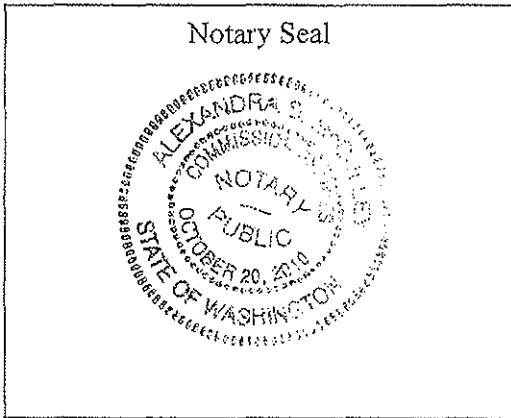
Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/2010

State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Lynn Johnston is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 4<sup>th</sup>, 2010.



Alexandra S. McCulley  
Notary Public for Washington

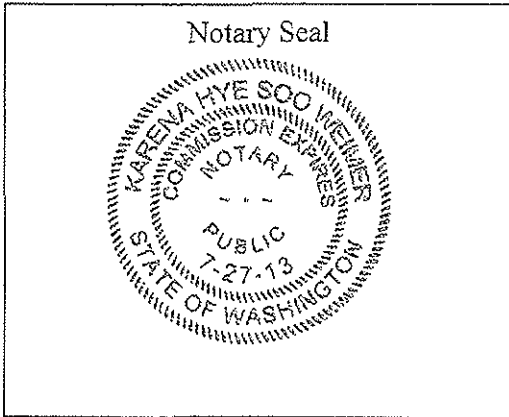
Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/2010

State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Rene M. Carroll is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/10, 2010.



*Karena Hye Soo Weimer*  
Notary Public for Washington

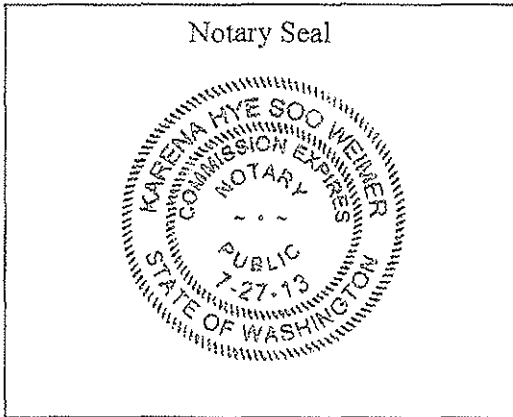
Karena Hye Soo Weimer  
Name of Notary

My appointment expires: 7/27/13

State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Alison Johnston is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/10, 2010.



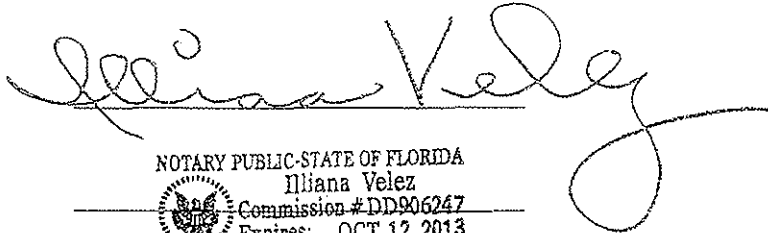
*Karena Hye Soo Weimer*  
Notary Public for Washington

Karena Hye Soo Weimer  
Name of Notary

My appointment expires: 7/27/13

STATE OF FLORIDA  
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of Aug, 2010, by  
Edward C. Borowski.

  
\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
Liliana Velez  
Commission # DD906247  
Expires: OCT. 12, 2013  
BONDED THRU ATLANTIC BONDING CO, INC.

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

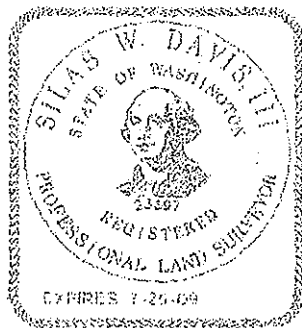
The purpose of this legal description is to describe the area of land to be annexed to the City of Camas Washington. The described lands lie within a portion of Section 27, Section 34 and Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County Washington being more particularly described as follows:

Commencing at the Section Corner common to Sections 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian; thence along the West line of said Section 27, South 01° 13' 20" West 1316.48 feet to the North 1/16 Corner on the West line of Section 27; thence departing said West line of Section 27 running along the North 1/16 line of Section 27, South 89° 06' 17" East 30.00 feet to a point on the East right-of-way of NE 232<sup>nd</sup>. Avenue, said point also being THE TRUE POINT OF BEGINNING; thence continuing along said North 1/16 line of Section 27, South 89° 06' 17" East 2618.75 feet to the Center North 1/16 Corner of Section 27; thence along the Center line of Section 27, South 01° 43' 07" West 1325.65 feet to the Center 1/4 Corner of Section 27; thence along the East 1/16 line of Section 27, South 88° 54' 28" East 2651.26 feet to the East 1/4 Corner of Section 27; thence along the East line of Section 27, South 01° 51' 44" West 1876.12 feet; thence departing said East line of Section 27 North 88° 08' 16" West 40.00 feet to a point on the West right-of-way of NE 252<sup>nd</sup>. Avenue; thence along the West right-of-way of NE 252<sup>nd</sup>. Avenue, South 01° 51' 44" West 770.55 feet; thence departing said West right-of-way of NE 252<sup>nd</sup>. Avenue South 88° 55' 51" East 40.00 feet to the Section Corner common to Sections 26, 27, 34 and 35, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Section 35, South 88° 54' 43" East 1326.97 feet to the West 1/16 Corner of Section 35; thence South 01° 11' 49" West 1321.47 feet to the Northwest 1/16 Corner of Section 35; thence North 88° 49' 40" West 1323.92 feet to the North 1/16 Corner on the West line of Section 35, said point also being the Northeast Corner of Government Lot 6, Section 34, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Government Lot 6, North 88° 54' 39" West 1321.38 feet; thence continuing along the North line of Government Lot 6, North 88° 53' 47" West 880.01 feet; thence departing the North line of Government Lot 6, South 07° 26' 10" East 271.51 feet to a point on the Northerly right-of-way of Leadbetter Road; thence along the Northerly right-of-way of Leadbetter Road on the arc of a 2895.59 foot radius curve to the left, through a central angle of 2° 22' 54", (the long cord of which bears North 41° 37' 36" West, 120.36') an arc length of 120.36 feet to a point of tangency; thence continuing along said Northerly right-of-way, North 42° 39' 19" West 249.33 feet; thence departing said Northerly right-of-way, North 88° 53' 47" 93.68 feet to a point on the Northerly Shoreline of Lacamas Lake; thence along said Northerly Shoreline, North 46° 14' 00" West 351.03 feet; thence along said Northerly Shoreline, North 56° 05' 39" West 700.55 feet; thence along said Northerly Shoreline, North 29° 29' 12" West 61.48 feet; thence along said Northerly Shoreline, North 39° 42' 41" West 515.10 feet; thence along said Northerly Shoreline, North 29° 26' 23" West 91.60 feet; thence along said Northerly Shoreline, North 43° 21' 27" West 35.83 feet; thence along said Northerly Shoreline, North 56° 32' 27" West 259.52 feet; thence along said Northerly Shoreline, North 48° 33' 55"

West 340.16 feet; thence along said Northerly Shoreline, North 45° 16' 08" West 16.35 feet; thence departing said Northerly Shoreline, North 29° 14' 09" East 179.86 feet; thence South 54° 07' 51" East 145.10 feet; thence South 60° 55' 51" East 138.00 feet; thence South 67° 05' 51" East 173.60 feet; thence South 24° 25' 51" East 283.20 feet to a point on the South line of Section 27, said point is between the Southwest Corner of said Section 27 and the South ¼ Corner of said Section 27; thence along said South line of Section 27, South 88° 55' 51" East 146.20 feet; thence departing said South line of Section 27, North 01° 04' 09" East 60.00 feet; thence South 88° 55' 51" East 50.00 feet; thence South 01° 04' 09" West 60.00 feet to a point on the South line of Section 27, said point is between the Southwest Corner of said Section 27 and the South ¼ Corner of said Section 27; thence along said South line of Section 27, South 88° 55' 51" East 681.30 feet to the South ¼ Corner of Section 27; thence along the Center line of Section 27, North 01° 43' 07" East 1323.55 feet to the Center South 1/16 Corner of Section 27; thence along the Center South 1/16 line of Section 27, North 88° 55' 09" West 2625.77 feet to a point on the West line of Section 27, Township 2 North, Range 3 East, Willamette Meridian; thence along the West line of said Section 27, North 01° 13' 20" East 211.45 feet to a point on the Westerly right-of-way of Leadbetter Road; thence departing the West line of said Section 27 and departing the Westerly right-of-way of Leadbetter Road, North 80° 26' 19" East 60.00 feet to a point on the Easterly right-of-way of Leadbetter Road; thence along said Easterly right-of-way, North 09° 33' 41" West 103.52 feet to a point of curvature; thence along said Easterly right-of-way on the arc of a 541.07 foot radius curve to the right through a central angle of 10° 47' 00" (the long cord of which bears North 04° 10' 47" West 101.68 feet) an arc length of 101.83 feet to a point on the East right-of-way of Leadbetter Road; thence said East right-of-way North 01° 13' 20" East 2215.05 feet to THE TRUE POINT OF BEGINNING.

CONTAINS: 460.02 acres or 20,038,489 square feet more or less

The Basis of Bearing for this legal description is the line shown as South 01° 13' 20" West 2632.95 feet between the Section Corner common to Section 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian and the West ¼ Corner of Section 27, Township 2 North, Range 3 East, Willamette Meridian.










**EXHIBIT B**  
**CONCEPTUAL MASTER PLAN**



# Lacamas Northshore

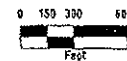
## Exhibit "B" Concept Master Plan

### Legend

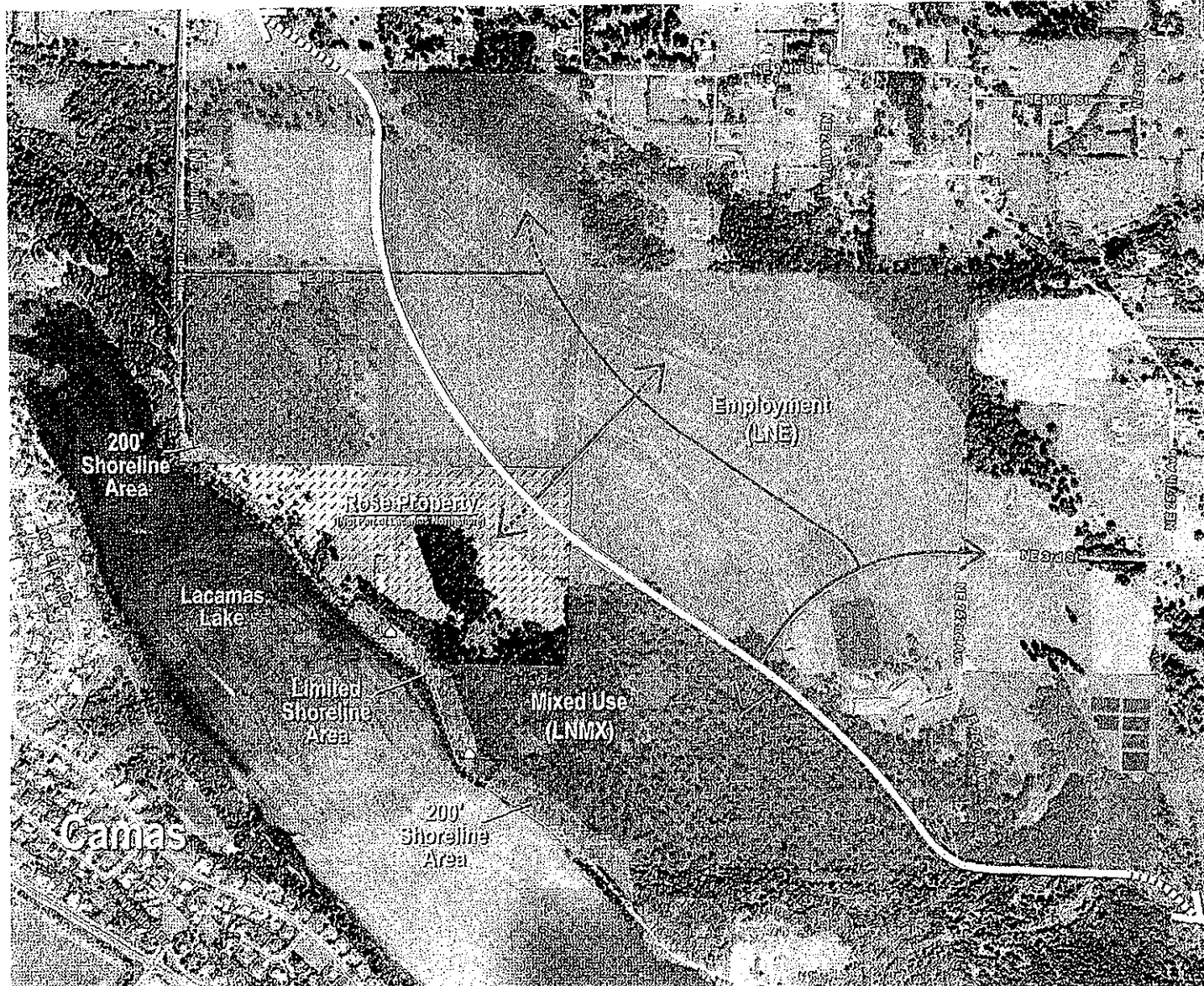
	Ultimate Arterial Alignment	
	Proposed Collector Alignment	
	Mixed Use (LNMU) -	163.6 Ac
	Employment (LNE) -	268.3 Ac
	200' Shoreline Area -	13.3 Ac
	Limited Shoreline Area	6.7 Ac
	Not Part of Lacamas Northshore (Rose Property)	

(See Exhibit "E" for Limited Shoreline Area Descriptions)

09-22-10



WHPacific



**EXHIBIT C**  
**PROPOSED USE LIST**

EXHIBIT "C"

USE TABLE

Zoning Designation	Mixed Use	Employment
Animal kennel, commercial boarding	C	C
Animal shelter	C	C
Antique shop	P	C
Appliance sales and service	P	P
Automatic teller machines	P	P
Automobile repair (garage)	C	P
Automobile sales, new or used	C	P
Automobile service station	P	P
Automobile wrecking	X	X
Bakery (wholesale)	X	P
Bakery (retail)	P	P
Banks, savings and loan	P	P
Barber and beauty shops	P	P
Boat building	X	C
Boat repair and sales	C	P
Book store (non-adult)	P	P
Bowling alley/billiards	P	P
Building and hardware	P	P
Bus station	C	P
Cabinet and carpentry shop	P	P
Candy and confectionary store	P	P
Cart vendors	C	P
Cemetery	X	X
Clothing store	P	P
Coffee shop or café	P	P
Convention center	P	P
Day care center	C	C
Day care, Adult	P	P
Day care, family home	C	X
Day care, mini-center	P	P
Delicatessen (deli)	P	P
Department store	P	P
Equipment rental	C	P
Feed store and supply store	X	C
Fitness center/sports club	P	P
Funeral Home	X	X
Florist shop	P	P
Food delivery business	P	P

Furniture repair and upholstery	P	P
Furniture store	P	P
Gas/fuel station	P	P
Gas/Fuel station with mini market	P	P
Grocery, large scale	P <sup>1</sup> or C	P
Grocery, small scale	P	P
Grocery, neighborhood scale	P	P
Hospital, emergency care	C	P
Hotel, motel	P	P
Household appliance repair	C	P
Industrial supplies store	X	C
Laundry (self serve)	P	X
Laundry/dry cleaning (commercial)	X	P
Laundry/dry cleaning (retail)	P	P
Liquor store	C	C
Machine shop	X	C
Medical or dental clinics	P	P
Mini-storage/vehicular storage	C	P
Manufactured home sales lot	X	X
Newspaper printing plant	X	X
Nursery, plant	X	C
Nursing, rest, convalescent retirement home	P	X
Office supply store	P	X
Pawnshop	X	X
Parcel freight depots	P	P
Pet shops	P	P
Pharmacy	P	P
Photographic/electronics store	P	P
Plumbing, or mechanical service	C	P
Printing, binding, blue printing	P	P
Professional offices	P	P
Public agency	P	P
Real estate office	P	P
Recycling center	X	X
Recycling collection point	C	C
Recycling plant	X	X
Research facility	P	P
Restaurant	P	P
Restaurant, fast food	P	P
Roadside produce stand	X	X
Sand, soil, gravel sales and storage	X	X
Second-hand consignment store	P	P
Sexually Oriented Business	X	X

<sup>1</sup> Under 100,000 Square feet, conditional above 100,000 square feet.

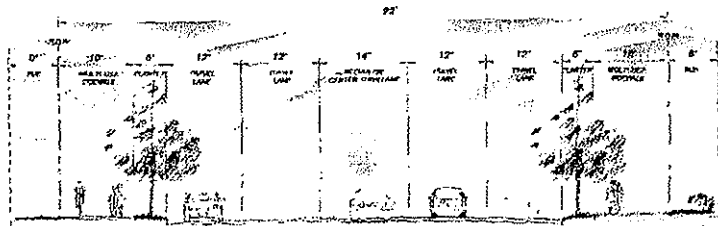
Shoe repair and sales	P	P
Stock broker, brokerage firm	P	P
Taverns	C	P
Theater, except drive in	P	P
Truck terminals	X	X
Veterinary clinic	P	P
Video rental store	P	P
Warehousing, wholesale and trade	X	P
Warehousing bulk retail	X	X
Cotton, wool, other fibrous material	X	X
Food production or treatment	X	X
Foundry	X	X
Furniture making	X	C
Gas, all kinds (natural, liquefied,...)	X	X
Gravel pits/rock quarries	X	X
Hazardous waste treatment-offsite	X	X
Hazardous waste treatment-onsite	X	X
Junkyard/wrecking yard	X	X
Metal fabrication and assembly	X	X
Paper, pulp or related products	X	X
Signs or other advertising structures	C	C
Electronic equipment	X	X
Heavy Industry		
High-tech industry	X	P
Musical instruments, toys, novelties	X	X
Optical goods	C	P
Packaging of prepared materials	X	C
Scientific and precision instruments	C	P
Green technology manufacture, solar, wind etc	X	P
Recreational, religious, cultural		
Auditorium	P	P
Community club	P	P
Church	P	P
Golf course/range	C	P
Library	P	P
Museum	P	P
Recreational vehicle park	X	X
Open space	P	P
Park or playground	P	P
Sports field	P	P
Trails	P	P
Educational		
College/university	P	P
Elementary school	P	P
Junior or senior high school	P	P

Trade, technical, or business college	P	P
Residential uses		
Adult family home	P	X
Assisted living facility	P	X
Bed and breakfast	P	X
Boarding house	P	X
Designated manufactured home	X	X
Duplex or two-family dwelling	P	X
Group home	X	X
Home occupation	P	X
Apartment	P	X
Residence accessory to and connected with a business	P	X
Single-family attached (e.g., rowhouses)	P	X
Communication, utilities, and facilities		
Major telecommunications facility	X	X
Minor telecommunication facility	P	P
Wireless communications facility		
Facilities, minor public	P	P
Facility, essential	C	C
Railroad tracks and facilities	X	X
Temporary uses		
Temporary sales office for a development	T	T

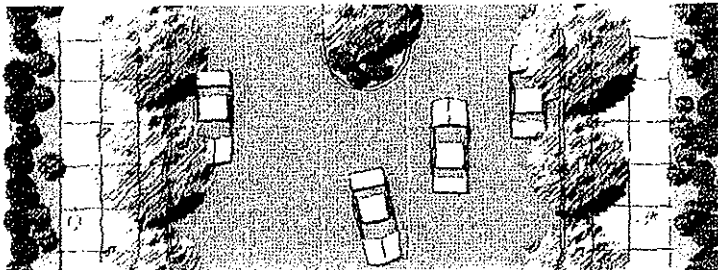
**EXHIBIT D**  
**STREETSCAPE STANDARDS**

# Lacamas Northshore

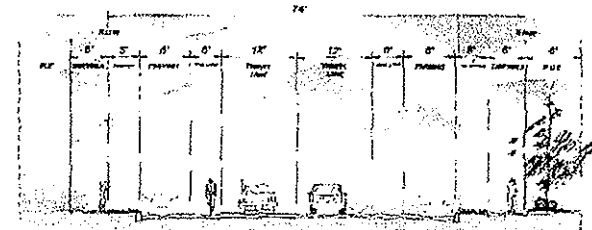
Camas, WA.



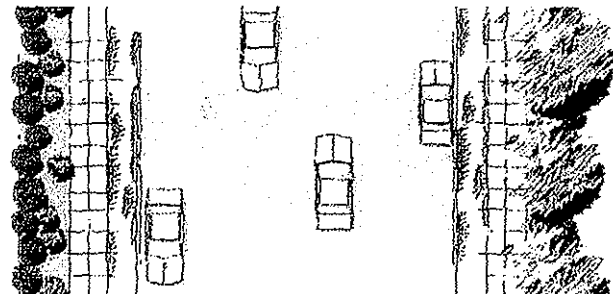
Artiserial Roadway Section



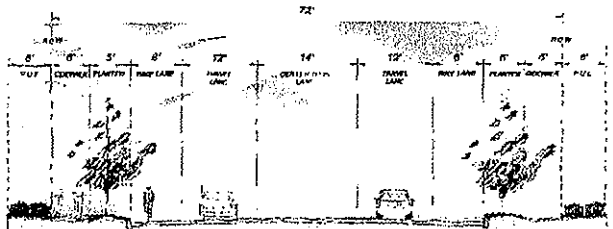
Artiserial Roadway Plan



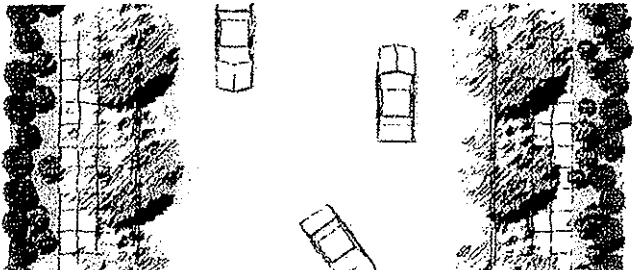
Local Roadway Section



Local Roadway Plan



Collector Roadway Section



Collector Roadway Plan

05-18-03



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**EXHIBIT E**

**PARKING AREAS AND TRAILS ON PARCELS 175720-000 AND 177885-000**



## **STAFF REPORT**

### **2013 COMPREHENSIVE PLAN AMENDMENTS**

File #CPA13-02

#### Attachments

- A. Staff Report on North Shore Comprehensive Plan Amendment (file #CPA12-01)
- B. Staff Report on Comprehensive Storm Drainage Plan
- C. Draft Comprehensive Plan Map
- D. Draft Zoning Map
- E. Rose Property Analysis

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## 2013 COMPREHENSIVE PLAN AMENDMENT STAFF REPORT

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TO: **Mayor Scott Higgins**  
**City Council**

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

DATE: **August 19, 2013**

HEARING DATE: **September 3, 2013**

Notice to State Agencies: **Confirmation of 60-day notice received on July 18, 2013, with Material ID # 19372. SEPA Determination of Non-Significance (Non Project Action) issued on August 20, 2013, and comment period ends on September 3, 2013.**

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This Staff Report will:

- Analyze the City's Comprehensive Plan housing and employment goals
- Analyze the issues set forth in CMC 18.51
- Provide a recommendation

### **I. COMPREHENSIVE PLAN AMENDMENT PROCESS:**

Each year in the months leading up to January, the City announces that proposed amendments to the Comprehensive Plan will be received for 30 days. The 2013 announcement was published in the Camas Post Record and ran weekly from October 30, 2012, through December 18, 2012. City Council also extended the deadline for scheduling and attending a pre-application meeting through January 31, 2013, as published in the post record on January 15 and 22, 2013. The deadline for application submittal was not changed.

There are several amendments to the City's comprehensive plan map and zoning map that are proposed for consideration (See **Attachments "C" and "D"**). The draft comprehensive plan map and zoning map are attached to this report. Also, individual public hearings were conducted before the Planning Commission on the comprehensive plan amendments for North Shore (CPA12-01), North Dwyer Creek (CPA12-02), Daley, MacDonald & Mackay (CPA13-01), and the Comprehensive Stormwater Drainage Plan. Public hearings on all but the North Shore and the Storm drainage Plan were held before this council. The proposals are summarized at Section III of this report, and a cumulative analysis of acreages has been provided at the end of this report at Table 3. All amendments must be considered concurrently so that the cumulative effect of the various proposals can be ascertained.

Following a public hearing, City Council must render a decision, which includes the following actions pursuant to CMC§18.51.050 (B) (1-5) in part,

- (1) *Approve as recommended;*
- (2) *Approve with additional conditions;*
- (3) *Modify, with or without the applicant's concurrence;*
- (4) *Deny; or*
- (5) *Remand.*

**II. BACKGROUND/ANALYSIS:**

Beginning next year, the City will undergo a two-year update to the Comprehensive Plan in accordance with the requirements of the Growth Management Act, RCW Chapter 36.70A (“GMA”). The Department of Commerce set December 2016 as the deadline for completion of the update. The plan in effect was enacted with Ordinance 2361 in 2004, and has been amended annually.

**The combined acreage of land proposed for the 2013 Comprehensive Plan amendment is 758.17 acres or 9% of the total city acreage (see Table 2).** Planning Commission forwarded recommendations of approval at the conclusion of public hearings on the individual proposals for Daley MacDonald & Mackay (CPA13-01), North Shore (CPA12-01), North Dwyer Creek (CPA12-02), and the city’s Comprehensive Stormwater Drainage Plan.

In April 2013, the Office of Financial Management (OFM) estimated that between 2010 and 2013, Camas grew at a rate of 4.99% to **20,320**. The OFM\* and Clark County projected a 2% growth rate to approximately **34,809** citizens in a 20-year planning period. Through analysis, staff found that the proposed amendments to residential and employment areas will maintain the land use balance achieved in the preceding plan updates.

In terms of developable land, there have been significant changes to environmental regulations since 2004, which decreased the amount of developable land in the City. Consistent with state and federal mandates, the City adopted Critical Area regulations in 2006, the Stormwater regulations in 2010, and the Shoreline and Frequently Flooded Areas regulations in 2012. These constraints are not included in the gross acreage calculations within the county’s framework plan. Regardless of the differences between the city and the county in regard to developable land area, the following analysis will provide findings of compliance with the Clark County’s Community Framework Plan and the GMA.

**Residential lands:** In 20 years, if the population of Camas increases as projected, then it will create a demand for approximately 5,710 additional dwelling units. The number of dwelling units is calculated at 2.59 persons per household. According to the City’s TAZ† forecast, 4,510 additional dwelling units can be accommodated throughout the City, with the balance found in the approved, yet vacant lots. The TAZ’s at the north of Camas are expected to provide 2,081 dwelling units---484 within the Northshore area, and the south TAZ districts are expected to provide 2,614 dwelling units to satisfy the targets. The Clark County Community Framework Plan requires cities to provide six (6) units per net acre (4.5 per gross acre). This plan also requires that cities meet a standard for housing stock that provides a mix of housing types.

The City’s comprehensive plan is consistent with the county’s plans, as demonstrated by the Residential Focus statement, Policy LU-7, and Strategy LU-5, which address the importance of housing diversity. The land use policy, LU-8 states, “Provide the opportunity for a broad range of housing choices to meet the changing needs of the community.” There also objectives for housing diversity within the “Housing

Table 1 - Comprehensive Plan Designations for 2013 (Current)	
<b>Single Family Residential*</b>	Acres
• Low Density	626.2
• Medium Density	2,887.83
• High Density	104.69
<b>Multi-Family*</b>	
• Low Density	182
• High Density	207.16
<b>Commercial*</b>	607.5
<b>Industrial*</b>	
• Business Park	0
• Light Industrial	35
• Heavy Industrial	943
<b>Light Industrial/Business Park*</b>	1,506.50
<b>Park*</b>	607.77
<b>Green Space**</b>	(see above)
<b>Total acreage*:</b> (approx. 15 sq. miles)	<b>7,707.65</b>
<b>Total acreage with UGA</b>	<b>9,870.59</b>
<b>*Does not include 2,162.94 acres in the UGA.</b>	
<b>Ordinances 2666 and 2667 (Dec. 2012)</b>	

\* Office of Financial Management (OFM) is a state agency that provides population statistics, monitors changes in the state economy and labor force, and conducts research on a variety of issues affecting the state budget and public policy.

† Transportation Analysis Zone

Element” of the plan at Section V. Since 2004, the City adopted several amendments to the zoning regulations that are intended to allow for flexible lot sizes and housing types, consistent with our plan goals and that of the county’s framework plan. These code amendments include (not all inclusive): Planned Residential Development code (CMC Chapter 18.23); Accessory Dwelling Units code (CMC Chapter 18.27); Mixed Use codes (CMC Chapters 18.22 and 18.24); Flexible Development code (CMC Chapter 18.26), and Business Park code (CMC Chapter 18.37).

Furthering the required diversity of housing availability, both the North Shore (file #CPA12-01) and North Dwyer Creek (file # CPA12-02) amendments propose converting Light Industrial / Business Park<sup>‡</sup> (LI/BP) acreage to both single-family and multi-family designations. The North Shore comprehensive plan amendment proposes that approximately 138 acres be converted from LI/BP to residential. The North Dwyer Creek amendments will convert approximately 43.8 acres of LI/BP land, for a total 65.13 acres of residential land. Central, but not included with the Lacamas North Shore application (CPA12-01) are tax parcels 175721-000 and 175774-000 (54 combined acres, hereinafter referred to as the “Rose Property”). The Rose property is designated LI/BP as are all the surrounding North Shore properties, and would remain an island of LI/BP if unchanged with this cycle. In agreement with the property owners, staff proposes that approximately 44 acres are designated residential, and the remainder be designated as commercial.

At the mandated minimum of 4.5 units per gross acre per the Community Framework Plan, the combined residential acreage amendments would result in 1,016 units (225.8 gross acres). The proposed 2013 comprehensive plan designations and associated zoning (see Table 2) recommend a higher density in areas that are relatively encumbered with steep slopes and other critical areas, and therefore would exceed the minimum requirements. The consolidated acreage could provide 741 additional units north of the lake and 613 additional units west of the lake for a total of 1,354 units if approved.

**Findings: The city satisfies the housing targets by TAZ area and pursuant to the Community Framework Plan (2007).**

**Employment lands:** The city has approximately **3,092 acres** designated for commercial and industrial uses—in other words---employment uses. Approximately 1,506.5 acres are designated as Light Industrial / Business Park (LI/BP), which is approximately 49% of the land designated for employment uses overall. The entire acreage of the Northshore properties are currently designated as LI/BP. The Daley MacDonald, and Mackay parcels are fully LI/BP land, and 83% within the North Dwyer Creek Master Plan area is designated LI/BP. Combined, these areas comprise 69% of the citywide LI/BP gross acreage, not discounting critical lands that must be set aside.

If the proposed amendments are approved, the consolidated acreage of LI/BP land in these areas would decrease to 386.8 acres. The amendments would increase the citywide Industrial acreage to 1,403.59 acres from 978 acres. In summary, the city’s employment acreage will be **2,854 acres**, a decrease of 238 acres or 3%, given that the bulk of the amendments are to convert LI/BP acreage to Industrial.

**Findings: The City’s overall acreage designated for employment uses will remain**

**Table 2 - Proposed Comprehensive Plan Designations by Amendment**

<u>Area</u>	<u>Acres</u>
<b>Daley, MacDonald, and Mackay</b>	<b>28.19</b>
Industrial	28.19
<b>North Dwyer Creek</b>	<b>157.73</b>
Industrial	92.61
Multi-Family High	44.23
Single-Family Low	20.89
<b>North Shore</b>	<b>517.80</b>
Commercial	65.50
Industrial	313.40
Multi-Family High	60.72
Single-Family High	78.18
<b>Rose Property</b>	<b>54.45</b>
Single-Family Med	44.45
Commercial	10.00
<b>Grand Total</b>	<b>758.17</b>

<sup>‡</sup> Note, that both the comprehensive plan designation and zoning are named the same for Light Industrial/Business Park (“LI/BP”). This designation does not include any other zoning districts, as does the “Industrial” comprehensive plan designation, which has the following zoning districts: Light Industrial, Heavy Industrial, and Business Park (refer to CMC§18.05.020 Districts Designated).

relatively constant from 3,092 acres to 2,854 acres (3% difference).

### III. SUMMARY OF APPLICATIONS

**A. CPA13-01 Daley, MacDonald & Mackay:** The applicants, Daley, MacDonald, and Mackay, propose an amendment to the City’s comprehensive plan and zoning maps for approximately 28.19 combined acres that are designated and zoned LI/BP. The properties are located north of NW 18th Avenue and west of NW Brady Road specifically, parcels numbered 125623-000, 125193-000, and 125185-000. The proposed amendment is to change the designation to “Industrial” and the associated zoning to “Business Park”.

The proposed plan amendments will better suit the conditions on the ground, and will provide more suitable development standards for the configuration of the subject parcels. A public hearing was held before Planning Commission on May 21, 2013, and before City Council on June 17, 2013. A detailed staff report was presented at both hearings, which included findings supportive of the amendments.

**Findings: The proposed amendments are consistent with the comprehensive plan goals.**

**B. CPA12-01 North Shore:** The applicants, known as Lacamas Northshore, propose an amendment to the City’s comprehensive plan and zoning maps for approximately 460 combined acres that are designated and zoned LI/BP. The properties included in this area are parcel numbers 175712-000, 175713-000, 175717-000, 175720-000, 175724-000, 175725-000, 175726-000, 175727-000, 175733-000, 175735-000, 175737-000, 175752-000, 175772-000, 177884-000, 177885-000, 177891-000, 177904-000, 178171-000, 178180-000. The area is generally located from the northern edge of Lacamas Lake, east and north to the city limits, and to the south (rough alignment) at NE 5<sup>th</sup> Street.

The proposal includes amending LI/BP acreages to several designations to include: Industrial; Multi-Family-High; Multi-Family Low; Single Family (Medium and High); and Commercial (see Figure 1). A public hearing was held before Planning Commission on June 18, 2013. A detailed staff report is attached to this report (See **Attachment “A”**), which includes findings supportive of the amendments.

**Findings: The proposed amendments are consistent with the comprehensive plan goals and the development agreement as amended.**

**C. CPA12-02 North Dwyer Creek Master Plan:** The North Dwyer Creek Master Plan was adopted over 13 years ago. By request of City Council in 2012, the vision for this area of the city was re-examined. Through meetings with stakeholders throughout the past 18 months, the emerging idea was to allow for smaller than 10 acre lot development, which is a minimum requirement of the LI/BP zone, reduce the LI/BP setback standards, and allow for a wider range of land uses, particularly in geographically encumbered areas. The area is approximately 688 acres, and is generally bounded by NW Lake Road, NW Friberg Street, NE Goodwin Road, and Lacamas Creek.

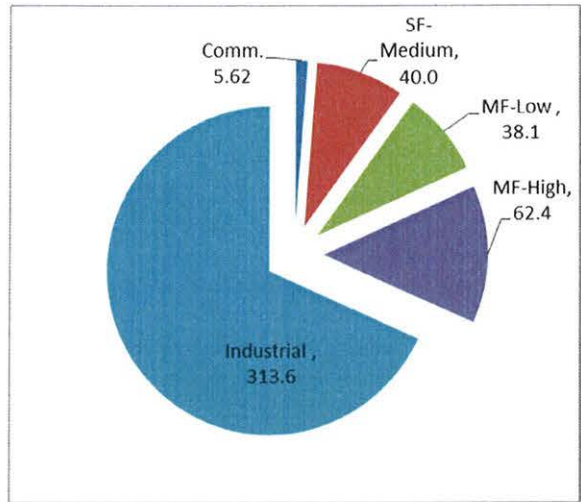


Figure 1-Proposed Northshore Amendment Acreages

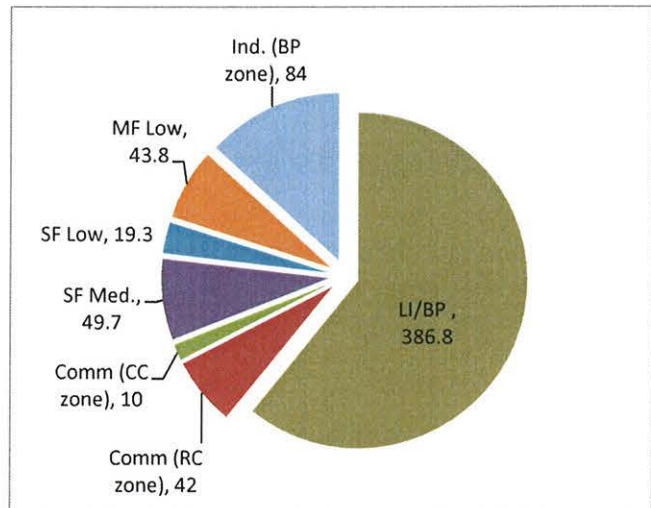


Figure 2-Proposed North Dwyer Creek Acreages

Approximately 30% of the city's LI/BP lands can be found here.

The proposed plan amendments will better suit the conditions on the ground, and to compliment the pattern of development that has emerged over the past 13 years. The proposed conversion of 136.8 acres is not expected to diminish the LI/BP character of the land, only to allow for more flexibility in terms of lot sizes and uses (see Figure 2).

A public hearing was held before Planning Commission on June 18, 2013, and before City Council on July 15, 2013. A detailed staff report was presented at both hearings, which included findings supportive of the amendments.

**Findings: The proposed amendments are consistent with the comprehensive plan and the development agreement as amended.**

#### **D. Comprehensive Stormwater Drainage Plan**

The upcoming 2013 NPDES phase II permit will require the City to implement additional land use, maintenance and design standards for stormwater. A significant change from our current permit mandates the City to implement Low Impact Development (LID) standards. LID standards attempts to reduce or eliminate storm runoff from added hard surfaces installed during development. The Comprehensive Stormwater Drainage Plan is not required by any government agency but will help with various capitol planning projects, provide grant opportunities, and better identify costs.

A detailed staff report is attached to this report (See **Attachment "B"**), which includes findings supportive of the amendments.

**Findings: The proposed amendments are consistent with the comprehensive plan and will help guide future capitol improvement projects.**

#### **E. Miscellaneous**

##### 1. Rose Property (Parcels #175721-000 and 175774-000)

The Rose property is surrounded on three sides by the Lacamas North Shore plan area. Although the Rose property was not a party to the development agreements of the surrounding lands, the amendments to the comprehensive plan and zoning should result in a cohesive plan citywide. If the Rose property were not included in the 2013 Comprehensive Plan amendments, the area would remain LI/BP, while land to the north and south are converted to residential, and to the east Industrial.

Attached to this report is a topographic survey map of the Rose Property, along with photos of the property (see **Attachment "E"**, "Rose Property Analysis"). There are a few significant geographic features on the subject property that shaped the proposed amendments. Foremost is a stream that is shown on the survey map, and a steeply sloped area along the western property boundary, which is oriented for views of Lacamas Lake. Staff proposes that the stream corridor act as a dividing line between two comprehensive plan designations of commercial and residential.

The North east corner, east of the stream, is identified on the draft map as a commercial area of approximately 10 acres. The location of the commercial portion would be adjacent to the future north-south arterial road and across the (future) roadway from an Industrial district (BP zoning). The proposed concurrent zoning of Community Commercial zoning would require setbacks from property lines and allow for the commercial uses to be less intense than the nearby BP zone or of other commercial zones—consistent with supporting the needs of the residential neighborhood. The North Shore amendments also include a small area of commercial lands that are adjacent to the lake. These pockets of commercial areas are consistent with the city's master planning policies.

The remaining 44 acres of the property would be Single-family Medium (R-12 zoning). The proposed residential area would allow for views of the lake, preserve a large treed area as a possible park, and connect the neighborhood to a regional trail along NW Leadbetter Drive. The adjacent

commercial land would also act as a buffer between the residential area and the industrial lands to the east.

The proposed plan amendments as described for the Rose property will better suit the natural features of the land than if developed under the LI/BP standards. The proposed amendments would also compliment the proposed amendments of the adjacent North Shore properties.

**Findings: The proposed amendments are consistent with the comprehensive plan goals and that of the North Shore amendments.**

2. Inadvertent mapping errors

The 2013 draft map includes amendments to a few inadvertent errors found on the 2012 maps. The areas that were corrected include the following parcels:

- a.) Open Space designated land at the Lake Hills property (parcel # 84840-000) will be amended based on a recorded survey.
- b.) Comprehensive plan designation of city-owned property along NW Parker Street (parcels # 177696-000 and 986028-114) will be amended from LI/BP to Open Space.
- c.) Comprehensive plan designation of city-owned property, within the UGB and adjacent to Lacamas Lake will be Open Space (parcel # 178099-000).
- d.) Mixed use overlay area within North Dwyer Creek will have an underlying comprehensive plan designation of Multi-family to match the multi-family zoning overlay.

**IV. CRITERIA OF APPROVAL CMC§ 18.51.010 - Comprehensive Plan Amendments**

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

**Findings: Staff has provided details of the proposed amendments in Section III (A to E) of this report.**

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

**Findings: Staff has provided details of the proposed amendments in Section III (A to E) of this report.**

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

**Findings: Staff explained why the current comprehensive plan should be amended to convert certain LI/BP lands.**

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

**Findings: At Section II of this report, staff demonstrated that the City has the capacity (land and policies) to support the growing population, and the associated need for jobs and dwelling units.**

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

**Findings: The amendments at Section III as discussed in this report would not require changing the City's functional plans.**

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

**Findings: The amendments at Section III as discussed in this report would not require changing the City's functional plans.**

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



**Findings:** The amendments as discussed in this report would not require changing the city codes, plans or regulations.

*H. The application shall include an environmental checklist in accordance with the State Environment Policy Act (SEPA).*

**Findings:** The City published a SEPA Determination of Non-Significance (Non Project Action) on August 20, 2013, with a comment period that ends on September 3, 2013.

**V. PUBLIC COMMENT**

At the writing of this report, no comments were received on the consolidated amendments.

**VI. RECOMMENDATIONS**

That Council review the staff report and attachments, conduct a public hearing to accept testimony, and render a decision, which includes the following actions pursuant to CMC§18.51.050 (B) (1-5) in part,

- (1) Approve as recommended;
- (2) Approve with additional conditions;
- (3) Modify, with or without the applicant's concurrence;
- (4) Deny; or
- (5) Remand.

**Table 3 – Proposed 2013 Comprehensive Plan Acreage (approx.)**

Comprehensive Plan Designations	Current Acres*	2013 Amendments (proposed)	Difference
<b>Single Family Residential</b>			
• Low Density	626.2	641.20	15.00
• Medium Density	2,887.83	2,965.28	77.45
• High Density	104.69	104.69	0
<b>Multi-Family</b>			
• Low Density	182	260.47	78.47
• High Density	207.16	269.54	62.38
<b>Commercial</b>	607.5	623.12	15.62
<b>Industrial</b>			
• (new) Business Park	0	425.76	425.76
• Light Industrial	35	35.00	0
• Heavy Industrial	943	943.00	0
<b>Light Industrial/Business Park</b>	1,506.50	827.27	(679.23)
<b>Park</b>	607.77	612.37	4.60
<b>Total acreage*:</b> (approx. 15 sq. miles)	<b>7,707.70</b>	<b>7,707.70</b>	

\*Does not include 1,566.30 acres in the UGA. (Total with UGA is 9,870.59 ac.)



**2013 Comprehensive Plan Amendment  
Lacamas Northshore (file #CPA12-01)  
Staff Report**

TO: Mayor Scott Higgins  
City Council

FROM: Phil Bourquin, Community Development Director  
Sarah Fox, Senior Planner

DATE: August 19, 2013

HEARING DATE: To be set by Council

**Applicable Law:** Camas Municipal Code Chapters (CMC) specifically (not exclusively): Title 18 Zoning; Chapter 18.07 Use Authorization; Chapter 18.09 Density and Development; Chapter 18.51 Comprehensive Plan Amendments; Chapter 18.55 Administrative Provisions; and RCW Chapter 36.70A the Growth Management Act. [**Please note that this report indicates CMC language with *italicized type*.**]

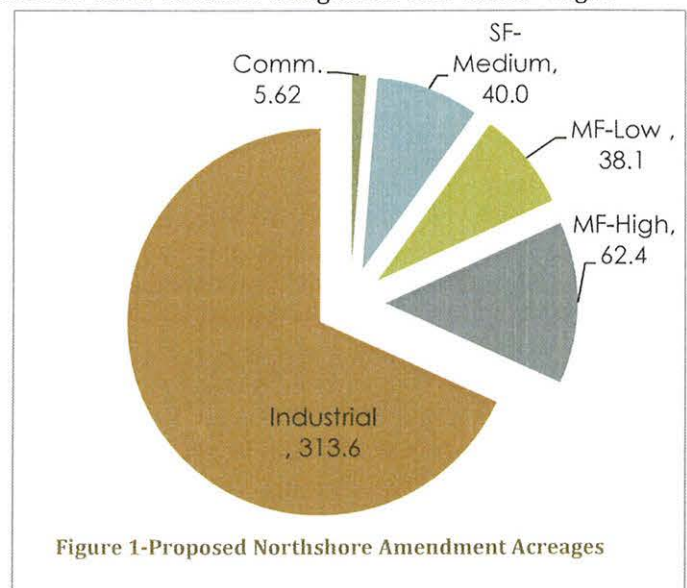
### I. SUMMARY

The City of Camas reviews its Comprehensive Plan once a year. An application for a proposed change or amendment to the Comprehensive Plan and Map must be submitted together with the applicable fee by January 31st. The City received one application (file #CPA13-01), and has carried forward two proposals from the 2012 annual review as requested by City Council. This Staff Report provides analysis and findings on the continued Lacamas Northshore amendments (file #CPA12-01).

This report provides analysis and findings to support a staff recommendation of approval for this proposal.

### II. PROPOSAL

The applicants, known as Lacamas Northshore, propose an amendment to the City's comprehensive plan and zoning maps for approximately 460 combined acres that are designated and zoned "Light Industrial / Business Park" (hereinafter referred to as "LI/BP"). The properties subject to this report include parcel numbers 175712-000, 175713-000, 175717-000, 175720-000, 175724-000, 175725-000, 175726-000, 175727-000, 175733-000, 175735-000, 175737-000, 175752-000, 175772-000, 177884-000, 177885-000, 177891-000, 177904-000, 178171-000, 178180-000. The area is generally located from the northern edge of Lacamas Lake, east and north to the city limits, and to the south (rough alignment) at NE 5<sup>th</sup> Street. The proposal includes a Comprehensive Plan amendment and zone change from LI/BP as follows: to Industrial with a BP zone; to High Density Multi-Family with a MF-18 zone; to Low Density Multi-Family with a MF-10 zone; to Single Family Medium Density with an R-7.5 zone; and to Commercial with a CC zone.



### III. CRITERIA OF APPROVAL CMC§ 18.51.010 - Comprehensive Plan Amendments

The following section is organized around the criteria of approval pursuant to CMC§18.51.010 - Application and Criteria, and throughout each criterion there are additional issues that are addressed consistent with the requirements of CMC§18.51.030 – Staff Report. Note that citations from Camas Municipal Code are indicated in italics throughout this report.

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

**Discussion:** The applicant responded to this criterion on page 4 of the Revised Narrative Lacamas Northshore, dated March 27, 2013, which states that *“During Clark County’s ten year Comprehensive Plan Update completed in 2007, it considered the County’s land supply need for housing and employment opportunities based upon population projections provided by the Office of Fiscal (sic) Management “OFM”.*

The City of Camas is planning under the Growth Management Act (GMA) and as such must assure its Comprehensive Plan is generally consistent with the Clark County 20 year Comprehensive Plan. Under the 2004-2024 Clark County Plan, the County, based on Washington State Office of Financial Management (OFM) allocated to the City of Camas a population goal 34,809 in year 2024\*. To accommodate this projected population growth, the County also placed approximately 2,394.37 acres into the Camas Urban Growth Area (UGA) in 2007. The properties that are under review in this report were included in the UGA in 2007 and the subject of a Pre-Annexation Agreement (Clark County Auditor’s No. 4458438).

On April 21, 2008, the subject area was one of five separate annexation petitions filed and annexed by the City for a total of 1,171 acres. The City approved the requested petitions to annexation and took an additional step by imposing a moratorium on development within these areas.

The intent of the moratorium on development was to provide time for both the City and property owners to plan and master plan at a level that ensures businesses and jobs will be integrated into a livable community. This community should include schools to serve new residential areas, trails, parks, and open spaces protecting the lake, wetlands, and other critical areas. The additional planning was further intended to expand upon adopted water, sewer, and transportation plans for this area, as well as to further refine the costs and financing of these plans.

In 2010, the initial Pre-Annexation Development Agreement was superseded by the current Development Agreement (File #DA09-03-Recording Number 4704846 AGR, Clark County), which included a Conceptual Master Plan with proposed Mixed Use and Business Park areas. Under the Agreement, a Mixed Use zone would be established to include a minimum of twenty-five percent (25%) of each of the following will be created 1) residential, 2) office and 3) commercial. No more than fifty percent (50%) of 1) residential, 2) office and 3) commercial would be created on the property. In Appendix “C” of the 2010 DA, it also included a list of uses that would be outright permitted, conditionally and prohibited.

In January 2012, the owners of the subject properties submitted for Comprehensive Plan Amendments under the premises of the Mixed Use/BP land use concept as per the 2010 Development Agreement, however, due to recent adoption by Washington State Department of Transportation (WSDOT) – Aviation Division of an Airport Environs Overlay, the mixed use zoning concept as proposed was in need of modification. WSDOT was concerned about the lack of specificity as to locations and type of residential dwellings. The applicants characterize the current proposal as a geographic “re-arrangement” of the contemplated uses to comply with the Overlay. The current proposal includes comprehensive plan designations and zoning of all parcels; eliminating the Mixed Use percentage restrictions; and limiting housing development on certain parcels. The number of residential units is

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\* Clark County Comprehensive Plan 2004-2024, Page 1-4, Table 1.2

directly related to the city's functional planning north of the lake within a range of 484-616 housing units. A revised development agreement is forthcoming for the properties. The Buma properties agreed to develop up to a maximum of 226 units (at the MF-18 zoning); and the Mills Properties agreed to a maximum of 190 units (at the MF-10 zoning) and 167 units (at the MF-18 zoning).

**Findings:** Through continued cooperation, the city and the applicant proposed to modify the development agreement by eliminating the D.A.'s Mixed Use percentages, and designating residential and commercial uses in limited areas.

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

**Discussion:** In general, the subject area is rural, used for agricultural purposes, or forested. There are view corridors of Lacamas Lake to the west and Mt. Hood to the southeast. The nearest commercial district is located at the southern end of Lacamas Lake. There are designated single-family medium density lands directly to the south and north boundaries of the subject area that have not yet developed. The applicant responded on page 5 of the revised narrative, "The northern portion of Camas contains virtually no commercial opportunities with the exception of a few properties located adjacent to Round Lake. The limited residential development of the CJ Dens Property to the south and Green Mountain, will provide convenient commercial and housing opportunities in the North Urban Growth Area, while still allowing a large portion of the Master Plan to remain employment based." The proposal will provide approximately 70% of land for employment uses and 30% for residential use.

**Findings:** The proposed commercial and industrial areas are well-located to accommodate growth, and the percentage of land designated for employment uses is fully supported throughout this report.

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

**Discussion:** As discussed at Section A of this report, the WSDOT aviation overlay has required that the Mixed Use provisions of the original development agreement be modified. In regard to the mixed use required under the D.A., the applicant stated, "The prior mixed-use proposal would have required several implementing mechanisms to ensure that the desired job to housing balance is achieved" (page 5). In addition, any development proposal would need to observe the residential limits imposed by the aviation overlay. Together, these restrictions would be complicated to implement.

**Findings:** Staff concurs that the mixed use element of the development agreement cannot be implemented as originally intended.

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

**Discussion:** The proposed amendments will provide commercial, industrial, and both single-family and multi-family housing in accordance with the goals of the Growth Management Act, Chapter 36.70a RCW.

*RCW36.70a.020 Planning Goals-*

*(2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.*

**Discussion:** The applicant wrote, "If approved, these properties could develop with housing, office, commercial and industrial/business park uses adjacent to each other. Development would be compact and urban in nature" (page 6).

**Findings:** The proposed mix of comprehensive plan designations as specified within the nearly 460 acres, will allow for a balance of uses—both jobs and housing—to create a cohesive community at the north side of the lake.

*(3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.*

**Findings:** The proposed amendments are consistent with the city's Six Year Street Plan, which shows the general alignment of a north-south arterial road through the middle of the subject properties as roads #31, 33 and 34. The plan conforms to GMA given that the Design Standards Manual stipulates that arterials will include bike lanes and sidewalks on both sides. Also, the city envisions that upon development of the #34 roadway, NW Leadbetter Road will be converted to a trail and connect to the regional trail network.

*(4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*

**Findings:** Housing will be approximately 30% of the total subject area, and will maintain the balance of multi-family and single-family acreage in the city. Currently the percentage of Single-family to Multi-family acreage is 90% and 10% respectively. If the proposed amendments are adopted, the balance would be 89% and 11%.

*(5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.*

**Findings:** The majority of the subject area is rural. The agricultural economic uses may continue either if the amendments are adopted or if the LI/BP zone is retained (See CMC§18.41.140-Agriculture/ranching-Nonconforming permitted use). However, if adopted, the proposed commercial and industrial designations will allow for more intensive use. In particular, the proposed designation to Industrial with concurrent zoning of Business Park (BP), will allow for division of these large, 40 acre parcels to ½ acre lots. The LI/BP designation restricts parcels sizes to 10 acre minimums and requires generous building setbacks.

*(11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.*

**Findings:** The city published notice of the proposed comprehensive plan amendments on June 11<sup>th</sup>, as required, and in addition, mailed letters to 50 property owners within the subject area and within 300-feet on June 7<sup>th</sup>.

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

**Discussion:** The city's functional plans have been adopted for this area and were based on the growth described in the development agreement. The modification to the land uses and quantity of land that has been reconfigured, although supported by staff, has not yet been analyzed by the city's consultants. Preliminary discussions with the consultants in regard to the adopted water, sewer, and transportation plans are positive; however the modeling was not completed at the writing of this report.

**Findings:** The proposed amendments may require adjustments to the functional plans, and a review is underway.

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

**Findings:** As noted above, the proposed amendments may require adjustments to the capital plans, and a review is underway.

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

**Discussion:** The impacts of a proposed amendment to surrounding properties must be evaluated, in accordance with CMC§18.51.030(C). As described in Section B of this report, the lands surrounding the subject area are relatively undeveloped and rural in nature. When fully developed, there will likely be medium-density residential development to the north and south. As shown on the map at Exhibit “B”, the proposed employment areas are generally internal to the area, with the residential parcels along the edges, and an arterial roadway will further delineate the areas.

The city’s code has certain tools to address compatibility at the edges of zones, to include Design Review (See CMC Chapter 18.19). The LI/BP zone does not require Design Review given that the LI/BP permit requires a public hearing and a final decision by city council. The city requires Design Review for all new uses in the city’s commercial, business park and multi-family zones. Design Review is not required for single-family or other industrial zones (LI and HI zones). For this reason, Staff recommends that the amendment of LI/BP to Industrial include a concurrent zoning of BP.

The applicant at page 15, agrees that the Industrial portion of the property should be concurrently zoned BP, with a few modifications to the standards. On this issue, the city will conduct a separate hearing on the applicant’s proposed changes to Chapter 18.37-Business Park Zoning. Code changes are not included with the recommended actions at the conclusion of this report.

**Findings:** Staff finds that the majority of the economic lands are internal to the subject area. However, compatibility of neighboring properties can be addressed and mitigated in the Industrial designation if the properties are zoned BP, given the requirement for Design Review.

*H. The application shall include an environmental checklist in accordance with the State Environment Policy Act (SEPA).*

**Findings:** The applicant submitted a SEPA checklist as required, and the city will publish a determination for this proposal after review and analysis has been completed in regard to the cumulative effect of all three proposed 2013 amendments.

#### IV. CONCLUSIONS

Staff finds that the proposed amendments generally conform to the criteria of approval of CMC§18.51.030, the goals of GMA, the city’s comprehensive plans, and is in the public interest.

#### V. RECOMMENDATIONS

That Council set a date for a public hearing to include the North Shore amendments as discussed in this report as part of the **consolidated** 2013 Comprehensive Plan amendments.

Table 1- Current and Proposed Comprehensive Plan Acreage

Comprehensive Plan Designations	2013 Current Acres	Current acreage Northshore	Northshore proposed (gross acres)	Citywide gain or decrease
<b>Single Family Residential*</b>			-	
• Low Density	626.2	0	-	no change
• Medium Density	2,887.83	0	<u>40</u>	1.4%
• High Density	104.69	0	-	no change
<b>Multi-Family*</b>			-	
• Low Density	182	0	<u>34.13</u>	18.8%
• High Density	207.16	0	<u>62.38</u>	30.1%
<b>Commercial*</b>	607.5		<u>5.62</u>	0.9%
<b>Industrial*</b>			-	
• (new) Business Park	0	0	<u>313.57</u>	100.0%
• Light Industrial	35	0	-	no change
• Heavy Industrial	943	0	-	no change
<b>Light Industrial/Business Park*</b>	1,506.50	460.79	<u>0</u>	-30.6%
<b>Park*</b>	607.77		4.6	identified as "Shore"
<b>Total acreage*:</b>	<b>7,707.70</b>	<b>460.79</b>	<b>460.3</b>	

(\*Does not include UGA)

Table 2 – Northshore Comprehensive Plan Amendments by Parcel

Owner	Parcel Number	Clark County GIS (Gross)	LNS (Net Dev.)	LNS Proposal Comp. Plan(Zoning)
Weakley	175724000	40	23.24	Single-family Med. (R-7.5)
Mason	175735000	5	2.94	Industrial (BP)
Mason	175725000	5	3.06	Industrial (BP)
Johnston Dairy, LLC	175747000	30	8.81	Industrial (BP)
Johnston Dairy, LLC	175733000	40	25.56	Industrial (BP)
Johnston Dairy, LLC	175726000	80	45.22	Industrial (BP)
Johnston Dairy, LLC	175727000	80	31.85	Industrial (BP)
Johnston Dairy, LLC	177891000	6	3.67	Industrial (BP)
Cisney, Robert & Debra	178180000	10	1.89	Industrial (BP)
Cisney, Merle E., Trustee	178175000	15	6.35	Industrial (BP)
Cisney, Merle E., Trustee	178171000	15	7.37	Industrial (BP)
Ware, Roy & Judy	175752000	1.25	0.75	Multi-family High (MF-18)
Borowski, Edward C.	175713000	1.25	0.8	Multi-family High (MF-18)
Ware, Eric & Amber	175717000	2.5	1.16	Multi-family High (MF-18)
McGuffin, Shane & Mellissa	175712000	5	0.69	Multi-family High (MF-18)
Buma, Edward & Jacqueline	175772000	28.63	12.86	Multi-family High (MF-18)
Mills Family, LLC	175720000	3	1.4	Shore (not a designation or zone, Commercial suggested)
Mills Family, LLC (used percentage of total 70.7 acres to estimate areas)		2.82	2.82	Shore (not a designation or zone, Commercial suggested)
		21.92	21.92	Multi-family High (MF-18)
		18.38	18.38	Multi-family Low (MF-10)
		27.57	27.57	Industrial (BP)
Mills Family, LLC	177884000	15.75	19.75	Multi-family Low (MF-10)
		4.25	0.25	Shore (Development Agreement as Park)
Mills Family, LLC	177904000	1.83	1.62	Multi-family High (MF-18)
Mills Family, LLC	177903000	0.63	0.63	None Identified (Development Agreement as Park)
<b>Total acreage</b>		<b>460.7(gross)</b>	<b>232 (net)</b>	





Public Works Department

## 2013 COMPREHENSIVE STORMWATER DRAINAGE PLAN

### STAFF REPORT- PUBLIC HEARING

TO: Scott Higgins, Mayor  
City Council

FROM: Eric Levison, Public Works Director on behalf of the Planning Commission

DATE: August 14, 2013

HEARING DATE: To be set by Council

#### ***History of Proposed Stormwater Comprehensive Plan***

In 2004, the City adopted a Stormwater Utility (CMC 13.88 and 13.89) in anticipation of the National Pollution Discharge Elimination System (NPDES) Phase 2 permit that is required by the State of Washington to meet the Federal Clean Water Act requirements. The City's first NPDES was issued in 2007. The 2007 permit required a number of changes that affected land use, design, and maintenance of storm related activities. The upcoming 2013 NPDES phase 2 permit will require the City to implement additional land use, maintenance and design standards for stormwater. A significant change from our current permit mandates the City to implement Low Impact Development (LID) standards. LID standards attempts to reduce or eliminate storm runoff from added hard surfaces installed during development.

This plan is not required by any government agency but will help:

- Start to develop the Storm Utility to same level of our other utilities.
- Identify the regulatory environment for stormwater.
- Provide strategies for storm treatment in the different drainage basins to mitigate constraints and take advantage of opportunities.
- Identify capital projects that will help us better identify future improvements required to meet our compliance requirements such as hydraulic modeling and basin planning.
- Identify improvement projects for current storm water issues.
- Identify the stormwater conveyance and treatment costs for future transportation corridors.
- Provides a basis for a Stormwater System Development Charge (SDC) in the future.
- Provides project level guidance for the annual Capital Facilities Plan update.
- Provides adopted documentation of projects to meet grant application requirements.

The State Environmental Policy Act (SEPA) Determination of Non-Significance (Non Project Action) comment period ended on May 14, 2013. The City received comments from the Southwest Clean Air Agency and the Department of Ecology.

Confirmation of 60-day notice was received by the Washington State Department of Commerce on April 26, 2013, and processed with the Material ID #19103.

***Recommended actions***

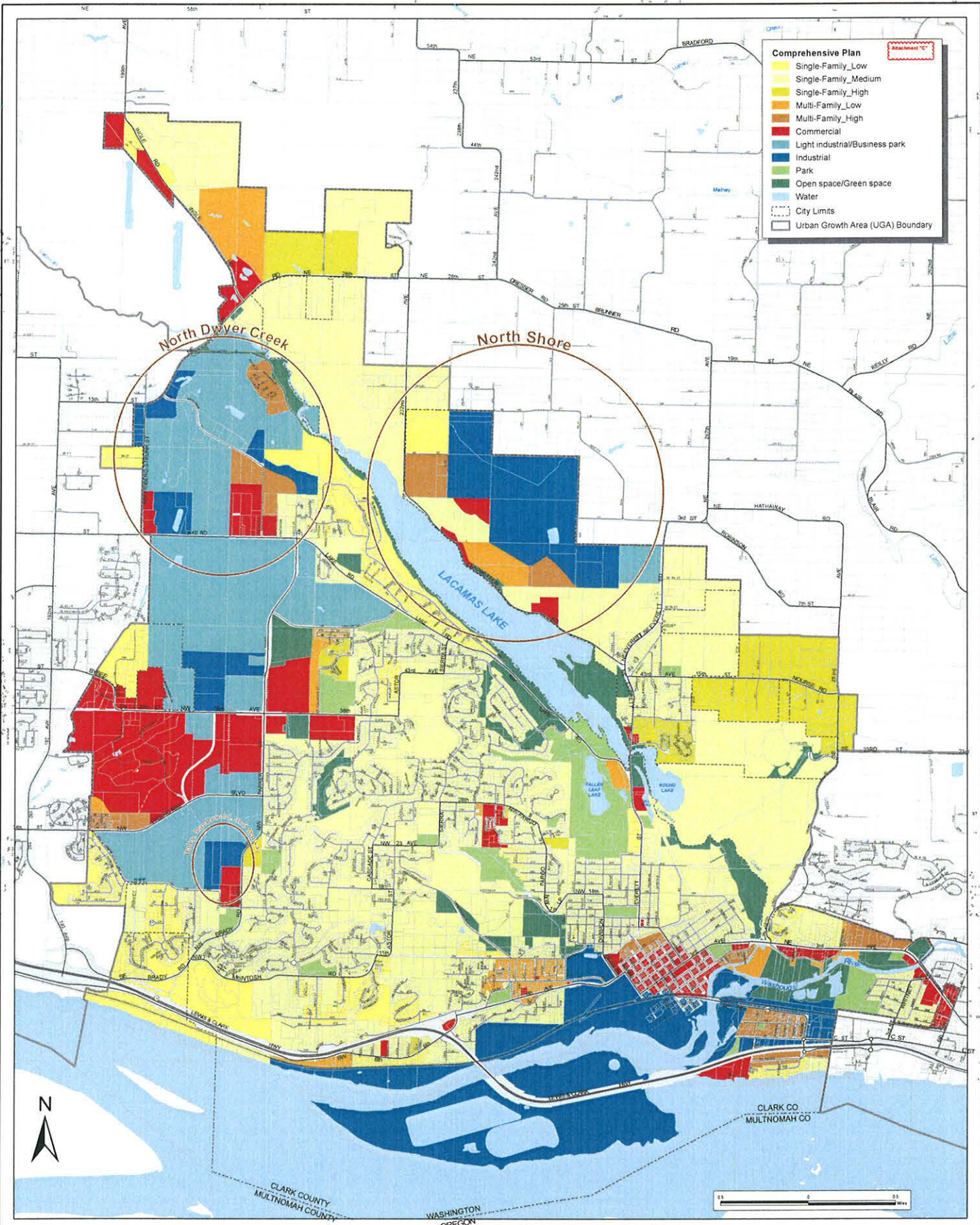
That the Council review the Comprehensive Stormwater Drainage Plan, April 2013, conduct a public hearing, deliberate, and render a decision of Approval on the 2013 Comprehensive Plan Amendments.

***Attachments***

- Draft Comprehensive Stormwater Drainage Plan, April 2013

DRAFT MAP

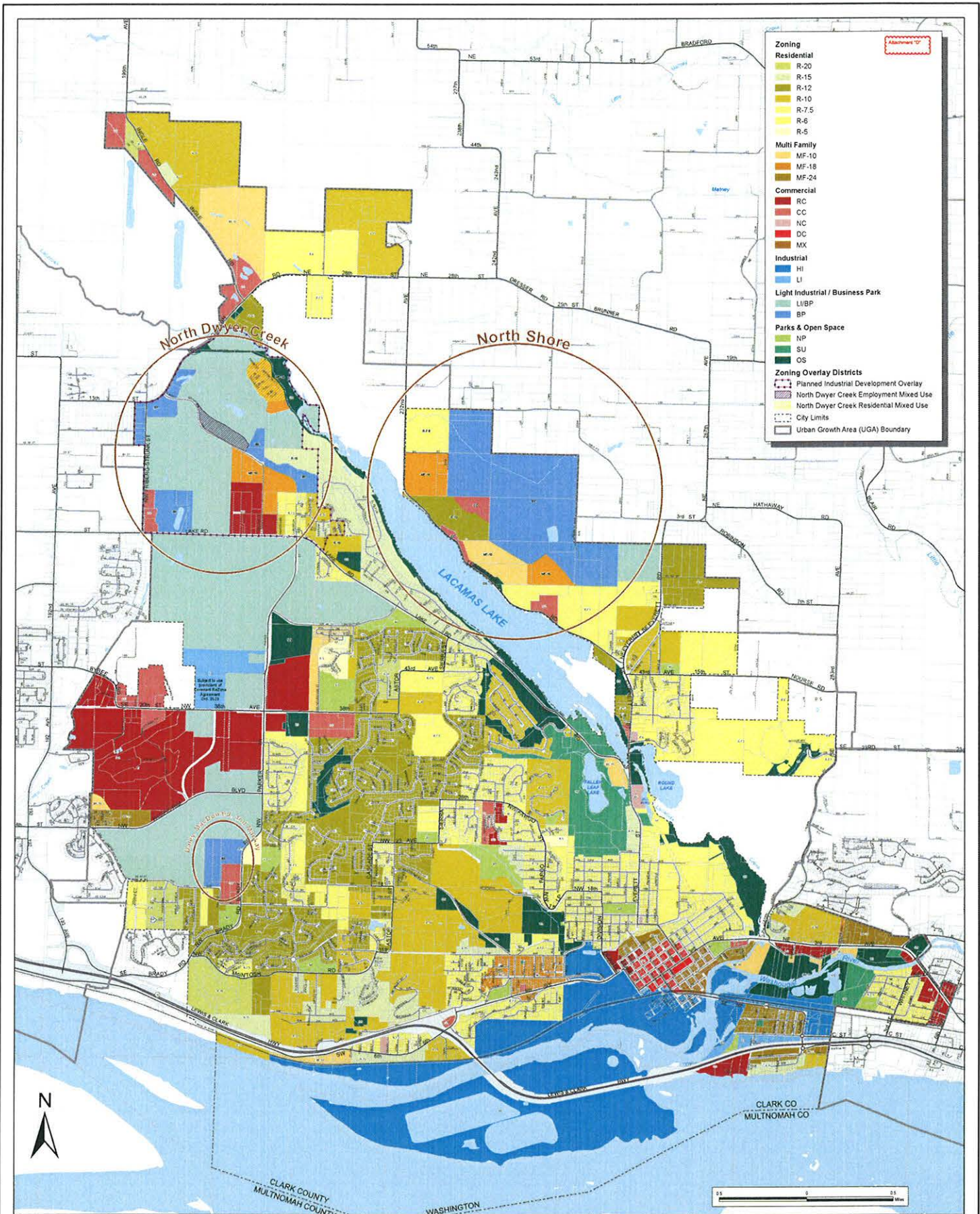
DRAFT MAP



# CITY OF CAMAS DRAFT COMPREHENSIVE PLAN AMENDMENTS

Note: Information on this map was collected from several sources. The City of Camas expressly disclaims liability for any inaccuracies that may be present. Users of this information should themselves check any details for accuracy.



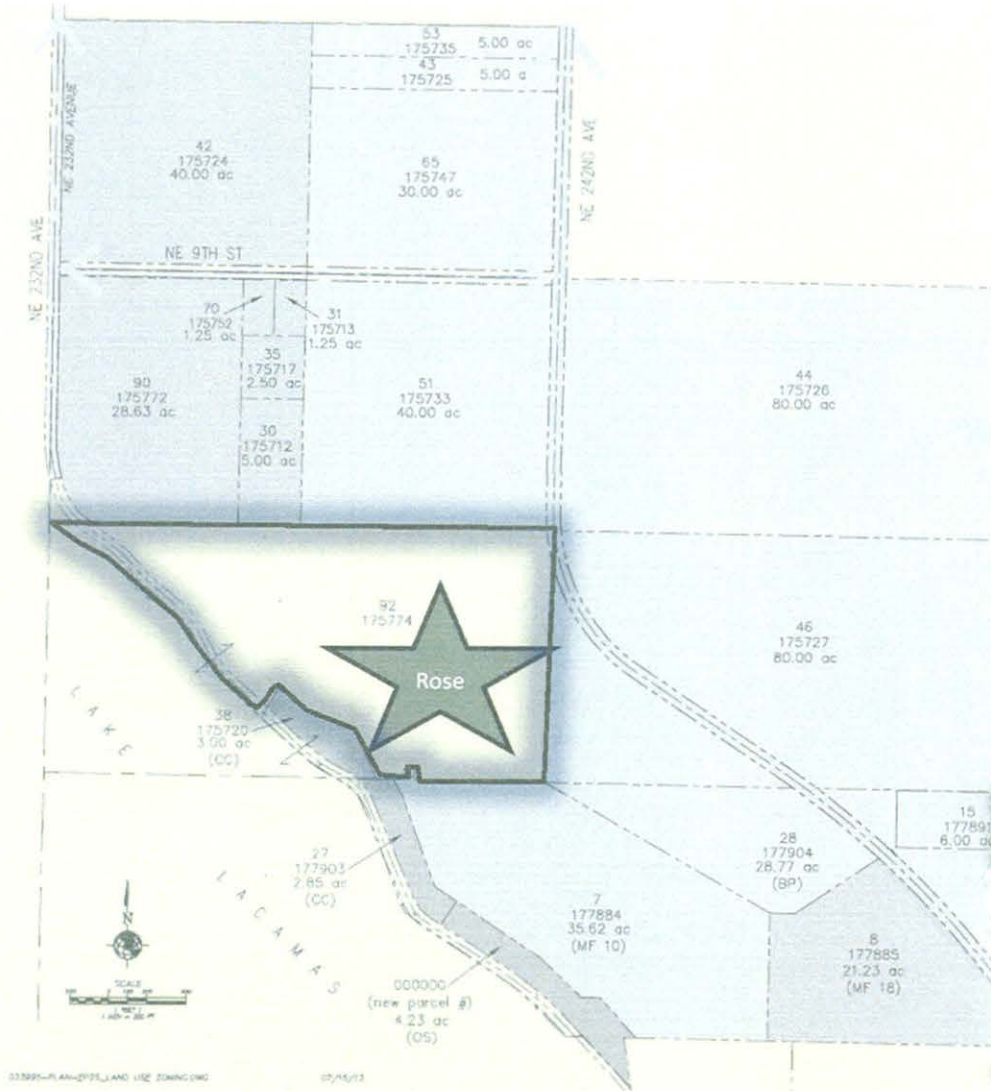


# CITY OF CAMAS DRAFT ZONING AMENDMENTS

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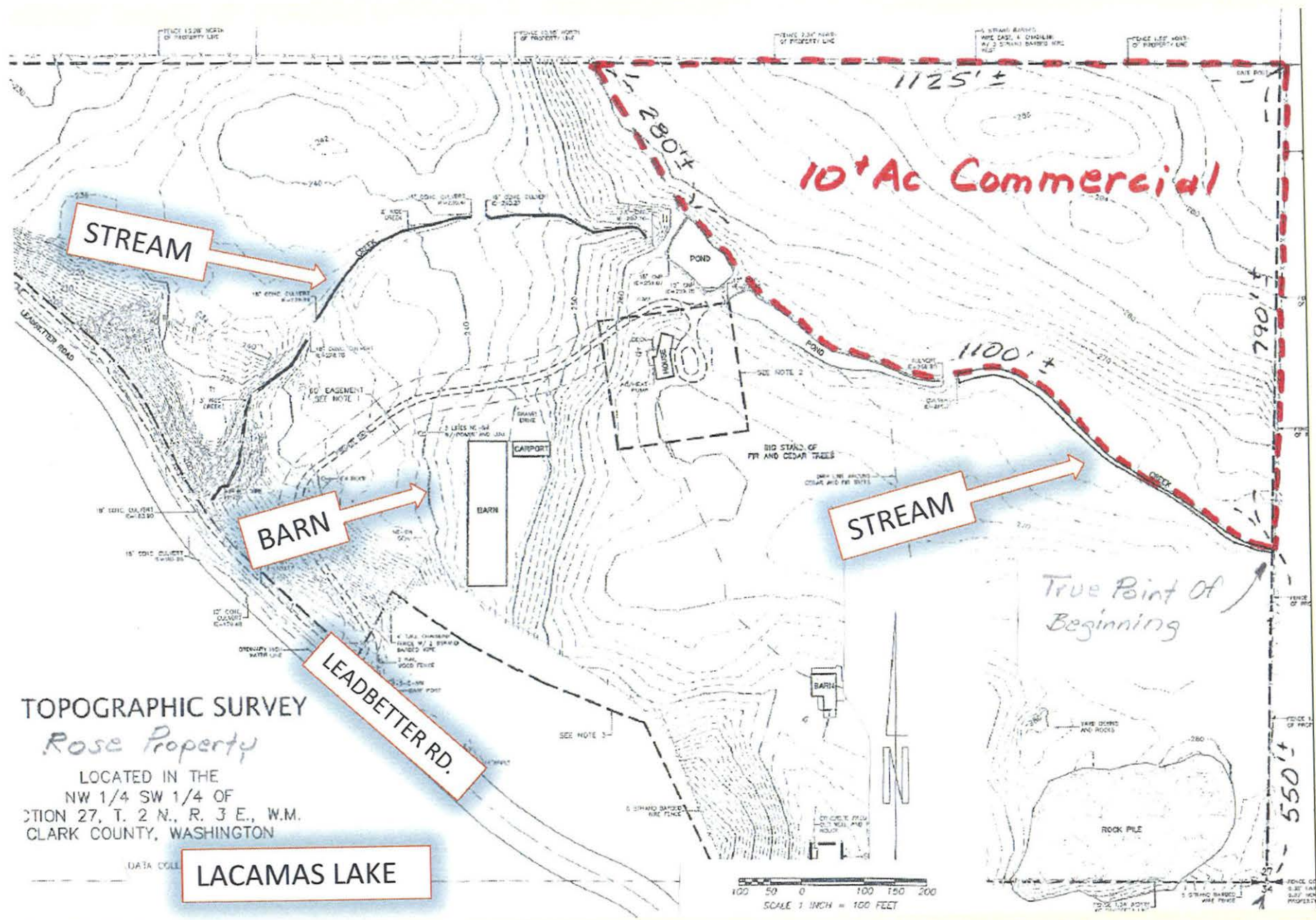
# Attachment "E"



033895-PLANNING\_LAND USE ZONING 07/15/13

## Analysis of Rose Property





TOPOGRAPHIC SURVEY

*Rose Property*

LOCATED IN THE  
NW 1/4 SW 1/4 OF  
SECTION 27, T. 2 N., R. 3 E., W.M.  
CLARK COUNTY, WASHINGTON

DATA COLLECTED

LACAMAS LAKE

SCALE 1 INCH = 100 FEET

*True Point of Beginning*

ROCK PILE

**10+ Ac Commercial**

**STREAM**

**BARN**

**LEADBETTER RD.**

**STREAM**

1125'±

280'±

1100'±

790'±

550'±

N

FENCE 1 1/2" NORTH OF PROPERTY LINE

FENCE 1 1/2" NORTH OF PROPERTY LINE

FENCE 1 1/2" NORTH OF PROPERTY LINE

5 STRAND BARRIS WIRE CASE, 4 CHAINLINK, #12 2 STRAND BARRIS WIRE

FENCE 1 1/2" NORTH OF PROPERTY LINE

18" COIL CULVERT 16'-0" x 12'-0"

18" COIL CULVERT 16'-0" x 12'-0"

12" COIL CULVERT 16'-0" x 12'-0"

OPENLY 1/2" WATER LINE

4" LIME CHALKING

2 GAL. WOOD PRESERVE

2 GAL. WOOD PRESERVE

2 GAL. WOOD PRESERVE

SEE NOTE 3

0 STRAND BARRIS WIRE FENCE

SEE NOTE 2

BID STAND OF FIR AND CEDAR TREES

IMP. LIME BRICKS

CONCRETE FLOOR

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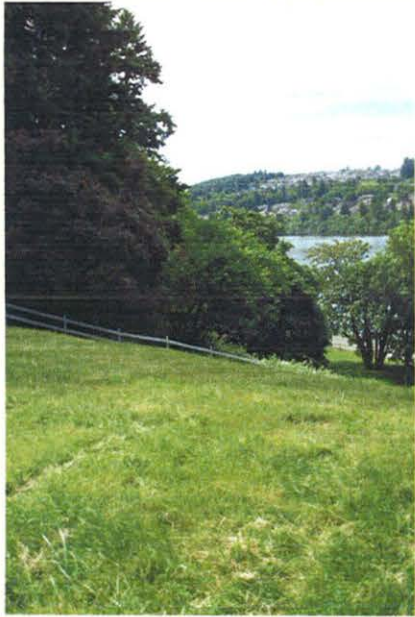
CONCRETE FLOOR

CONCRETE FLOOR

CONCRETE FLOOR

CONCRETE FLOOR

CONCRETE FLOOR







### **Proposed Commercial Area (10 ac.)**

- The stream and topography generally divide the area into a 10 acres.
- Located in NE corner of the property, adjacent to the planned North-South arterial road.

## Proposed Residential Area (44 ac.)

- Land slopes toward the west.
- Pastoral views of the lake.
- Vision of a central park in this area to preserve trees and provide a trail connection to Leadbetter Road.

