



**CITY COUNCIL MEETING AGENDA**  
Tuesday, January 22, 2013, at 7 p.m.  
Camas City Hall, 616 NE 4<sup>th</sup> Avenue

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**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENTS**

**V. CONSENT AGENDA**

- A. Approve the minutes of the January 7, 2013, Camas City Council Meeting and the work session minutes of January 7, 2013.
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize Mayor to sign the 2013 Contract with Columbia River Economic Development Council (CREDC) supporting CREDC's economic development services for 2013. This is a renewal of an agreement for economic development services, which CREDC has provided for Camas. The cost for 2013 is \$25,150; and the agreement includes metrics as performance standards.
- D. Approve Pay Estimate No. 1 for Project P-874A Louis Bloch Park Community Development Block Grant (CDBG) Restroom Improvements to Michael Green Construction, Inc., in the amount of \$41,143.70. The work is for the period ending January 11, 2013.
- E. Authorize the write-off of ambulance billings for December in the amount of \$261,449.51. In addition to writing off each month the uncollectible balance of Medicare and Medicaid accounts, once a year in December, the City writes-off accounts that have been transferred to the collection agency that are over a year old with no payment activity. This amount for 2012 is \$211,279.61. The routine monthly write-off is \$50,169.90. The City collects 55% of what is billed.
- F. Authorize Mayor to sign contract with Carlson Testing, Inc., in the amount of \$12,000. The Engineering Department is preparing to begin construction on two large projects: Waste Water Treatment Plant (WWTP) Improvements, Phase 2B; and NW 38<sup>th</sup> Ave/SE 20<sup>th</sup> Street Improvements, Phase I. Both projects will require materials testing services, and there are a number of other projects that will begin construction later this year for which testing services will also be required. This contract with Carlson Testing, Inc., is for up to \$12,000.00 in materials testing services for projects that will begin construction this year

- G. Authorize the Bid Award for Project P-878 Riding Front Deck Rough Terrain Mower to the low bidder United Service and Sales in the amount of \$25,474.00. Bids were opened on Tuesday, January 8, 2013. The lowest responsive bidder was United Service and Sales. A Factory Authorized Service Center is located within the 50 mile radius required. Service manuals are available through the local Factory Authorized Service Center or on-line.
- H. Authorize the sale of the following surplus equipment: Vehicle No. 379, 2009 Ford Crown Victoria, with over 85,000 miles; Vehicle No. 366, 2008 Ford Crown Victoria, with over 92,000 miles; 1998 Hustler, One Parks Walk Behind Self-propelled Mower, with motor issues; and one Cascade, forty cubic yard drop box container.
- I. Authorize Mayor to sign the Interagency Agreement with the Department of Natural Resources (DNR). This agreement allows Washington Conservation Corps (WCC) to provide forestry restoration services in the City of Camas Openspace. This work is being done with no upfront cost to the City but does require maintenance of the work for a three year period.
- J. Authorize Mayor to sign the Amendment Agreement with Lacamas Creek Communities (LCC). This amendment alters the method of payment for section 2.7 of the original agreement by providing cash payment for the cost of the storage unit in the amount of \$4,000. This change was requested by LCC and also reduces the procurement requirements for the City and allows LCC to construct a unit that may exceed the original amount.

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. Tenure Recognitions

#### **VIII. COMMUNITY DEVELOPMENT**

- A. Public Hearing – Vanport Manufacturing, Inc., Development Agreement
  - 1. Details: Located in the Camas Meadows Corporate Center and along the north side of Camas Meadows Drive, the Long Drive, LLC (Ambiance) Development Agreement was entered into in 2004 to include approval of a Master Planned Mixed Use Development consistent with the Light Industrial/Business Park (LI/BP) zone and North Dwyer Creek Employment Mixed Use overlay zone (“NDC EMXD”). The properties under this agreement are currently under two separate ownerships. The owners are interested in revising the Development Agreement and a Master Plan to: Provide for two amended agreements reflecting development of each ownership consistent with the overlay zoning and a master

plan; provide for modification of the Master Plan to include site plan approval to develop an approximately 42,000 square foot building (approximately 20,891 square feet of office, 18,851 square feet of manufacturing, and 2,000 square feet of associated warehousing), parking and other site improvements for a LI/BP uses. This revision to the Master Plan would replace 42 residential condominiums and approximately 8,000 square feet of office space; and to modify sections of the original agreement related to transportation fees and plat amendments.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Provide for public testimony, deliberate and approve the Vanport Manufacturing, Inc., Development Agreement. A resolution formalizing the approval will occur under a separate agenda item.

B. Public Hearing – Pedwar Development Group, LLC Development Agreement

1. Details: Located in the Camas Meadows Corporate Center and along the north side of Camas Meadows Drive, the Long Drive, LLC (Ambiance) Development Agreement was entered into in 2004 to include approval of a Master Planned Mixed Use Development consistent with the Light Industrial/Business Park (LI/BP) zone and North Dwyer Creek Employment Mixed Use overlay zone (“NDC EMXD”). The properties under this agreement are currently under two separate ownerships. The owners are interested in revising the Development Agreement and a Master Plan to: Provide for two amended agreements reflecting development of each ownership consistent with the overlay zoning and a master plan; provide for modification of the Master Plan to include site plan approval to develop an approximately 42,000 square foot building (approximately 20,891 square feet of office, 18,851 square feet of manufacturing, and 2,000 square feet of associated warehousing), parking and other site improvements for a LI/BP uses. This revision to the Master Plan would replace 42 residential condominiums and approximately 8,000 square feet of office space; and to modify sections of the original agreement related to transportation fees and plat amendments.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Provide for public testimony, deliberate and approve the Pedwar Development Group, LLC Development Agreement. A resolution formalizing the approval will occur under a separate agenda item.

C. Resolution No. 1258 – Vanport Manufacturing, Inc., Development Agreement

1. Details: This is a resolution approving the Development Agreement with Vanport Manufacturing, Inc.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Adopt Resolution No. 1258

D. Resolution No. 1259 – Pedwar Development Group, LLC Development Agreement

1. Details: This is a resolution approving the Development Agreement with Pedwar Development Group, LLC.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Adopt Resolution No. 1259

- E. Ordinance No. 2672 Adopting Amendments to the Camas Municipal Code (CMC) Related to the Establishment of a Business Park Zoning District
  - 1. Details: The ordinance amending the CMC are related to the establishment of a Business Park Zoning District consistent with a development agreement with Northshore. The amendments to the CMC include: Adding Chapter 18.37 Business Park, amending Chapter 18.05 District Designations, amending Chapter 18.07 Use Authorization, and amending Chapter 18.09 Density and Dimensions. The ordinance reflects the City Council approval at the public hearing held on January 7, 2013.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Adopt Ordinance No. 2672.

## **IX. FINANCE**

- A. Resolution No. 1260 Authorizing a Short-term Loan to the Friberg Street Construction Fund
  - 1. Details: Design and engineering costs are funded with federal grant monies on this construction project, but the grant is on a reimbursement basis. Invoices are paid before grant monies are received, leaving a negative cash balance in this fund. The loan term will be for less than 90 days, but likely much shorter.

Department/Presenter: Joan Durgin, Finance Director

Recommended Action: Adopt Resolution No. 1260

- B. Resolution No. 1261 to Reimburse the General Fund for Expenses to be Incurred on the Heating, Ventilation and Air Conditioning (HVAC) Project
  - 1. Details: The State Treasurer accepted the City's loan and credit application to finance the HVAC project at the police facility and the library. The City will incur expenses on this project before financing proceeds are available. The attached resolution will allow the City to reimburse the General Fund when the proceeds are received. The financing contract will be brought forward when project costs are more predictable.

Department/Presenter: Joan Durgin, Finance Director

Recommended Action: Adopt Resolution No. 1261

## **X. EXECUTIVE SESSION**

- A. Real Property
- B. Labor Relations

## **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 person with special needs have opportunities to participate. For more information, please call 360.834.6864.



**CITY COUNCIL WORKSHOP MEETING MINUTES - Draft**  
**Monday, January 07, 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, Melissa Smith, and Shannon Turk

Staff: Phil Bourquin, James Carothers, Leisha Copsey, Joan Durgin, Lloyd Halverson, Jim Hodges, Mitch Lackey, Eric Levison, and Nick Swinhart

Press: Heather Acheson, Camas-Washougal Post Record

**III. PUBLIC COMMENTS**

Marquita Call and Sharon Ballard, co-owners of Ballard and Call, 408 NE 4th Avenue, Camas, commented about the lifetime achievements of Jimmie Rodgers and asked Council to recognize him by establishing an honorary street in his name.

Mayor responded that staff will discuss this request and that this matter will be brought back to Council in the future for discussion.

Carolyn Gabby Escalera, 3530 NE Everett Street, Camas, commented about the mandatory garbage service and asked Council to consider different options for low-income citizens and citizens that do not use the service a lot.

Mayor responded that Council will look at possible options and that this matter will be brought back to Council in the future for further discussion.

**IV. PUBLIC WORKS DEPARTMENT**

**A. Department of Natural Resources Urban Forestry Grant**

Details: This grant provides resources for removal of invasive species in City owned openspace at no cost to the City. The City will have to maintain the areas affected for a period of three years. This project will help with overall forest health in City owned openspace.

Department/Presenter: Eric Levison, Public Works Director

Staff will include this item on the January 22, 2013, Consent Agenda for Council's consideration.

**B. Miscellaneous and Updates**

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

There were no miscellaneous or emergent items.

**V. COMMUNITY DEVELOPMENT DEPARTMENT**

**A. Amendments to the Long Drive, LLC (Ambiance) Development Agreement**

Details: Located in the Camas Meadows Corporate Center and along the north side of Camas Meadows Drive, the Long Drive, LLC (Ambiance) Development Agreement was entered into in 2004 to include approval of a Master Planned Mixed Use Development consistent with the Light Industrial/Business Park (LI/BP) zone and North Dwyer Creek Employment Mixed Use overlay zone ("NDC EMXD"). The properties under this agreement are currently under two separate ownerships. The owners are interested in revising the Development Agreement and a Master Plan to: Provide for two amended agreements reflecting development of each ownership consistent with the overlay zoning and a master plan; provide for modification of the Master Plan to include site plan approval to develop an approximately 42,000 square foot building (approximately 20,891 square feet of office, 18,851 square feet of manufacturing, and 2,000 square feet of associated warehousing), parking and other site improvements for a LI/BP uses. This revision to the Master Plan will replace 42 residential condominiums and approximately 8,000 square feet of office space; and to modify sections of the original agreement related to transportation fees and plat amendments.

Department/Presenter: Phil Bourquin, Community Development Director

[First Amended Development Agreement - Long Drive, LLC](#)

[Pedwar Development Agreement - Draft](#)

A public hearing for each of the agreements will be held on January 22, 2013.

**B. Materials Testing Contract for Various Capital Improvement Projects (CIP)**

Details: Staff is working with Carlson Testing, Inc., to prepare a contract proposal that will provide for required materials testing services for various CIP. The proposal will be in the range of \$12,000.

Department/Presenter: James Carothers, Engineering Manager

This item is expected to be on the January 22, 2013, Consent Agenda for Council's consideration.



### C. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Phil Bourquin, Community Development Director and James Carothers, Engineering Manager

#### S-545 NW 38th Avenue/SE 20th St. Street Improvements Bid Tab

Carothers stated that staff has received the bid tabs for the S-545 NW 38th Avenue/SE 20th St. Street Improvements Project, Phase I. He asked Council and they confirmed that they would like the contract award to be added to the regular agenda.

## VI. FINANCE DEPARTMENT

### A. Changes to the City's Water Meter Tampering Restrictions

Details: Camas Municipal Code 13.44.020 states that there is a charge of \$45 for tampering of a locked water meter. Staff would like to increase the charge to \$90 since it currently is a lesser penalty for someone to turn their water meter on illegally than it is to call out City staff to do it. Staff also would like to add another clause to CMC 13.28.010 restricting customers from carrying water from another premise to their own to avoid using their own water meter.

Department/Presenter: Joan Durgin, Finance Director

Durgin also commented about changing the fee for water meter reading testing.

It is anticipated that an ordinance to add these changes to the Camas Municipal Code will come before Council on January 22, 2013, for consideration.

## VII. CITY ADMINISTRATION

### A. 2013 Contract with Columbia River Economic Development Council (CREDC)

Details: This is a renewal of an agreement between the CREDC and the City of Camas for economic development services. This is a 2013 renewal of the annual contract. The cost for 2013 remains the same as the prior year, at \$25,150. The text of the renewal is attached.

Department/Presenter: Lloyd Halverson, City Administrator

#### 2013 CREDC Contract

This item will be placed on the January 22, 2013, Consent Agenda for Council's consideration.

## **B. Miscellaneous and Scheduling**

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Lloyd Halverson, City Administrator

Halverson reported that the list of topics for the planning conference is relatively short and therefore suggested that the Saturday session of the conference be canceled. He added that on Friday, there will be a welcoming reception for the new City Administrator Nina Regor following the conference. Council did not voice any objections to cancelling the Saturday session.

Halverson commented about the Camas Police Department accreditation review that took place earlier in the day and remarked on the major achievement which accreditation represents. He commended the Chief and the police team. He also announced that Bonneville Power Association (BPA) is holding a series of open houses regarding their I-5 Corridor Reinforcement Project. One of the public meetings will be held on Thursday, January 10th at the Liberty Middle School from 5-9 p.m.

## **VIII. COUNCIL COMMENTS AND REPORTS**

Hogan stated that he will be attending the BPA public meeting and asked Council for any input that they may have. He added that the Downtown Camas Association (DCA) will be having a meeting on Thursday evening and that if anyone is interested in attending that he can provide them with the details.

Hogan suggested that a good topic for a future planning conference would be "operational excellence" which refers to best practices for managing organizations.

Hazen stated that he participated in a 5K event last week.

Mayor Higgins commented that he was the keynote speaker and the presenter of awards for the Veterans of Foreign Wars essay contest.

## **IX. PUBLIC COMMENTS**

There were no comments from the public.

## **X. ADJOURNMENT**

The meeting adjourned at 5:30 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 persons with special needs have opportunities to participate. For more information, please call 360.834.6864.**

**Quick Preview of Agenda and Supporting Documents - Posted January 2, 2013**

Workshop Agenda with Supporting Documents 

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Mayor

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City Clerk



**CITY COUNCIL REGULAR MEETING MINUTES - Draft**  
**Monday, January 07, 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 7:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

Staff: Phil Bourquin, James Carothers, Leisha Copsey, Sarah Fox, Lloyd Halverson, Roger Knapp and Nick Swinhart

Press: Heather Acheson, Camas-Washougal Post Record

**IV. PUBLIC COMMENTS**

There were no comments from the public.

**V. CONSENT AGENDA**

- A.** Approve the minutes of the December 17, 2012, Camas City Council Meeting, the work session minutes of December 17, 2012, and the Special Meeting minutes of December 13, 2012

December 17, 2012, Camas City Council meeting Minutes 

December 17, 2012, Camas City Council Work Session Minutes 

December 13, 2012, Special City Council Meeting Minutes 

- B.** Approve claim checks numbered 115727-115872 in the amount of \$368,750.85.

- C.** Authorize Mayor to sign a professional services agreement with AKS Engineering for implementation of the first phase of the Jones and Boulder Creek Forest Management Plan. This professional services proposal provides for the survey, design, application and bidding specifications of the first phase proposed in the management plan not to exceed \$42,000.

AKS Engineering Professional Services Proposal 

- D. Accept the Lacamas Lake Shoreline Property Quit Claim Deed and authorize the Mayor to sign the Quit Claim Deed. This document transfers the property from Clark County to the City of Camas in accordance with the interlocal agreement.

Letter from Clark County 

Quit Claim Deed 

- E. Authorize Mayor to sign the Notice of Grant Agreement for the Lacamas Lake Shoreline property. This agreement is a requirement of the property transfer from Clark County to the City of Camas and confirms the City's obligation to manage the property in accordance with the Grant Agreement.

Notice of Grant 

- F. Authorize Mayor to sign the Deed of Right for the Lacamas Lake Shoreline Property. This agreement is a requirement of the property transfer from Clark County to the City of Camas.

Deed of Right 

**It was moved by Melissa Smith, seconded by Don Chaney 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**

Carothers stated that the bid award for Project S-545 NW 38th Avenue/SE 20th Street Extension Street Improvements has been added to the agenda under Community Development as Item B.

**B. Council**

There were no comments from Council.

**VII. MAYOR**

**A. Announcements**

Mayor Higgins wished everyone a Happy New Year.

## VIII. COMMUNITY DEVELOPMENT

### A. Public Hearing - Amendments to the Camas Municipal Code (CMC) Related to the Establishment of a Business Park Zoning District

Details: The amendments to the CMC are related to the establishment of a Business Park Zoning District consistent with a development agreement with Northshore. The amendments to the CMC include: Adding Chapter 18.37 Business Park, amending Chapter 18.05 District Designations, amending Chapter 18.07 Use Authorization, and amending Chapter 18.09 Density and Dimensions.

Department/Presenter: Phil Bourquin, Community Development Director

Staff Report

Attachment "A" Proposed Zoning Code Amendments

Attachment "B" Lacamas Northshore Properties Development Agreement

Skyridge Business Park Request (large file - it may take a few minutes to load)

Manoj Kripalani Letter

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

The following members of the public gave testimony: James Howsley, 1498 SE Tech Center Place, Ste., 380, Vancouver; Paul Dennis, 1700 Main Street, Ste., 208, Washougal; and Randy Printz, 805 Broadway Street, Ste., 1000, Vancouver.

Mayor closed the public hearing at 7:25 p.m., as there was no further public testimony.

**It was moved by Greg Anderson, seconded by Steve Hogan to approve all of staff's recommendations. The motion carried unanimously.**

**It was moved by Greg Anderson, seconded by Melissa Smith to direct the Community Development Director to extend through the month of January, the period for conducting pre-application conferences in regards to the 2013 Annual Comprehensive Plan Update process. The motion carried unanimously.**

### B. S-545 NW 38th Avenue/SE 20th Street Extension Street Improvements Project (item added January 7, 2013)

Details: The bids for this project were opened January 3, 2013. The lowest responsive bidder was Tapani, Inc. The contract is for construction of the NW 38th Avenue/SE 20th Street Extension Street Improvement, Phase 1 Project. The bid amount was \$3,651,231.33.

Department/Presenter: James Carothers, Engineering Manager



S-545 NW 38th Ave/SE 20th St. Street Improvements Bid Tab

**It was moved by Melissa Smith, seconded by Greg Anderson to award the contract for Project S-545 NW 38th Avenue/SE 20th Street Extension Street Improvement, Phase 1, to Tapani, Inc., in the amount of \$3,651,231.33. The motion carried unanimously.**

**IX. FIRE**

**A. Resolution No. 1256 - Fire Department Standard of Cover**

Details: State law requires that fire departments annually approve a "standard of cover" document that lists what services you provide, your staffing, and your response time goals. There is also the necessity to have a document that recognizes the merger with Washougal.

Department/Presenter: Nick Swinhart, Fire Chief

**Resolution No. 1256**

**It was moved by Linda Dietzman, seconded by Steve Hogan that Resolution No. 1256 be read by title only. The motion carried unanimously.**

**It was moved by Linda Dietzman, seconded by Steve Hogan that Resolution No. 1256 be adopted. The motion carried unanimously.**

**B. Resolution No. 1257 - Establishing Basic Life Support (BLS) Ambulance Transport Rate**

Details: The Camas Fire Department eliminated its BLS ambulance transport rate several years ago. New changes to the Clark Regional Emergency Services Agency (CRESA) dispatch system necessitate the re-creation of a BLS transport rate. For simplicity, the City's new BLS transport rate will be the same as the Advanced Life Support (ALS) transport rate.

Department/Presenter: Nick Swinhart, Fire Chief

**Resolution No. 1257**

**It was moved by Shannon Turk, seconded by Melissa Smith that Resolution No. 1257 be read by title only. The motion carried unanimously.**


**It was moved by Shannon Turk, seconded by Melissa Smith that Resolution No. 1257 be adopted. The motion carried unanimously.**

**X. ADJOURNMENT**

The meeting adjourned at 8:10 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 person with special needs have opportunities to participate. For more information, please call 360.834.6864.**

**Quick Preview of Agenda and Supporting Documents - Posted January 2, 2013**

Council Agenda with Supporting Documents 

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Mayor

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City Clerk

**AGREEMENT BETWEEN  
COLUMBIA RIVER ECONOMIC DEVELOPMENT COUNCIL  
AND  
THE CITY OF CAMAS  
FOR ECONOMIC DEVELOPMENT SERVICES**

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THIS Agreement is made this 1<sup>st</sup> day of January, 2013, by and between The City of Camas, a Washington municipal corporation, hereinafter called "Client", and the Columbia River Economic Development Council, hereinafter called "Contractor".

WHEREAS, the Contractor is a non-profit corporation of the State of Washington providing economic development services; and,

WHEREAS, the Client desires to promote economic development, support the expansion and retention of existing businesses within its jurisdiction to increase the level of business investment and job creation and increase tax revenues to support public services toward the benefit of its citizens; and,

WHEREAS, the Client requires economic development marketing, business recruitment and business expansion services toward those objectives; now, therefore,

In consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. A. General Goals.

The Contractor shall use its capabilities to promote and enhance economic development and employment opportunities in the service area of the Client in accordance with the mission and goals established by the Contractor's Board of Directors, with specific activities and goals set forth in the attached Exhibit "A". The Contractor shall use its resources to jointly market the facilities and capabilities within the jurisdiction of the Client to new and existing businesses with the goals of increasing Client revenues and general employment opportunities for the City of Camas and The City of Camas residents.

B. Core Business Growth and Business Recruitment Programs.

(1) The Contractor shall serve as a general economic development research and reference service for the Client, and in this capacity shall perform such functions as conducting ongoing basic market research, identification of target markets, provision of regional marketing and recruitment services aimed at target markets, participating in the process of responding to inquiries, site selection consultation, and case management, regarding new industries or other commercial ventures which seek information concerning the facilities and resources managed by the Client.

(2) The Contractor shall, upon request, consult with and assist the Client at reasonable times and in a reasonable manner to provide effective industrial and business marketing guidance to Client staff, and to provide services in the development and execution of programs aimed at better planning, utilization, promotion, and advertisement of community services, facilities, infrastructure, and property.

(3) The Contractor shall maintain and enhance working relations with existing businesses to assist them with start-up and expansion needs, technical assistance, access to business counseling and financing resources including aid and assistance to at-risk businesses.

(4) The Contractor shall assist the Client in preparing replies to inquiries received by the Client or the Contractor regarding Client facilities and resources relative to economic development retention and expansion opportunities.

(5) The Contractor shall assist the Client in applying for and administering economic development related grants.

(6) The Contractor shall maintain and update descriptive listings of available industrial sites for new or expanded industry, which are, or may be, served by the Client, including appropriate development information for those industrial sites.

(7) The Contractor shall provide bi-monthly activity reports and semi-annual reports on progress toward goals that provide performance information toward meeting established goals. The activity reports will be provided to the Client's CREDC board representative with the materials for each board meeting.

(8) The Contractor will communicate, coordinate and collaborate with the activities of the Camas-Washougal Economic Development Association.

2. Performance by the Client.

A. For the services identified in (1.B) Core Business Growth and Business Recruitment Programs (excepting Item (7)), rendered by the Contractor, the Client will provide, by payment in cash, the amount of Twenty Five Thousand One Hundred Fifty Dollars (\$25,150). Payment shall be paid upon receipt of invoice from the Contractor.

3. Term. This Agreement shall be for a term of one year, commencing on January 1, 2013.

4. Assignment. This Agreement may not be assigned by either party except by signed amendment.

5. Breach.

A party's material breach or failure to perform any material covenant, term or condition of this Contract shall constitute an event of default under this Contract.

B. In the event of a default, the non-defaulting party shall have the right to withhold payments and/or services otherwise due to the defaulting party until such time as the alleged default has been cured. However, the non-defaulting party shall not exercise this right until it has given written notice of such default to the defaulting party and ten days have passed since the receipt of such notice by the defaulting party, during which period the alleged default has not been cured. This option is in addition to and not in lieu of the parties' right to terminate this Contract or any other right that State law offers for breach of contract.

C. If the event of a default, such default shall entitle the non-defaulting party to terminate this Contract for cause, provided that a non-defaulting party shall give the



defaulting party at least twenty days' written notice of an intent to terminate this Contract for cause, specifying the particulars wherein it is claimed that there has been a default under this Contract. If at the end of such twenty day period the defaulting party has not cured the alleged default (or, in a case where the alleged default cannot be fully cured within such twenty day period, the defaulting party has not commenced and diligently pursued a cure of the alleged default), then the non-defaulting party may by written notice to the defaulting party declare the termination of this Contract .

6. Non-Discrimination. The Contractor shall conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons, without respect to race, creed, or national origin, and in particular:
  - A. The Contractor shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,
  - B. The Contractor shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, color, religion, sex, Vietnam era veterans' status, disabled veteran condition, physical or mental handicap, or national origin.
7. Hold Harmless and Indemnification. The Contractor shall protect, defend, save harmless, and indemnify the Client, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, occurring, arising, or resulting from supplying work, services, materials, or supplies in connection with the performance of this Contract.
8. Entire Contract. This written agreement represents the parties' entire understanding regarding the subject matter herein. None of the terms of this written agreement can be waived or modified, except by an express agreement signed by the parties. There are no representations, promises, warranties, covenants, or undertakings between the parties other than those expressly set forth in this Agreement.

THE CITY OF CAMAS

COLUMBIA RIVER ECONOMIC  
DEVELOPMENT COUNCIL

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

\_\_\_\_\_

Lisa Nisenfeld, President

\_\_\_\_\_

Exhibit "A"

## CREDC Performance Goals and Report Format - 2013

**Communitywide Performance Metrics— trends be reported annually**

<b>Metric</b>	<b>Benchmark</b>	<b>End of 2013</b>
Assessed value of developed land		
Amount of new business investment		
Number of private businesses formed/attracted in target sectors		
Jobs and investment resulting from new business formation and attraction in target sectors		
Average annual pay		
Median family income		
Population over 25 with BA or higher		
Population over 20 with AA degree (but not BA or higher)		
Per capita income		
Number of jobs in Clark County		

Columns will be added for each year in order to create a trend line.

### Annual Activity & Performance Metrics

#### INITIATIVE #1—BUSINESS GROWTH

	<b>Annual Goal</b>	<b>Countywide Achievement</b>	<b>East County Achievement</b>
Number of business visits	100		
Business Forums.	4	(list topics, dates, # of businesses participating in each)	
Conduct “Hackathon” event	1	(date, # of participants)	
“New-to-export” companies assisted	5		
“New-to- market” export companies assisted	2		
Assist businesses to create new jobs	500		
Assist businesses to consolidate facilities	2		
Capital investment by existing companies	\$20,000,000		

**INITIATIVE #2—DOMESTIC AND INTERNATIONAL BUSINESS RECRUITMENT**

	<b>Annual Goal</b>	<b>Countywide Achievement</b>	<b>East County Achievement</b>
Domestic prospects identified	20		
International prospects identified through relationships	10		
Companies recruited <sup>1</sup>	2		
Jobs created <sup>2</sup> / <sup>3</sup> % in target industries	100/75%		
Recruiting trips	2-3	(dates, places)	
Site selection events hosted	2	(dates, # of firms participating)	
New capital investment	\$40,000,000 <sup>3</sup>		

**INITIATIVE #3—ENTREPRENEURSHIP AND INNOVATION**

	<b>Annual Goal</b>	<b>Countywide Achievement</b>
PubTalk events, companies capitalized	5/4	(list dates, names of companies capitalized)
Investor funding strategy	Completed by end of 2013	y/n
Business accelerator tools	Gap analysis and strategy completed by end of 2013	y/n
Tenant referrals to Ft. Vancouver	5	

**INITIATIVE #4—LAND FOR JOBS AND INFRASTRUCTURE**

	<b>Annual Goal</b>	<b>Countywide Achievement</b>
Land assembly business plan developed	End of 2013	Y/N
Infrastructure priority matrix updated	Annually	Y/N
Pre-permitting plan and template	Completed, updated annually	Y/N
Inventory of sites	Update Annually	Y/N
Regulatory reform advocacy actions		List actions, dates
Comprehensive Plan processes	As they occur	List jurisdictions, type of participation

<sup>1</sup> Goal for 2014 forward (2013 results will be reported, however)

<sup>2</sup> Goal for 2014 forward (2013 results will be reported, however)

<sup>3</sup> Goal for 2014 forward (2013 results will be reported, however)

**INITIATIVE # 5—EDUCATION**

	<b>Annual Goal</b>	<b>Countywide Achievement</b>
Presentations to businesses for co-research projects	25	
Partner participation opportunities supported	Not listed	
Research for WSUV research park	Completed by 2015	



CITY OF CAMAS PROJECT NO. P-874A Project Name: Louis Bloch Park Restroom CDBG Project			PAY ESTIMATE: ONE PAY PERIOD: 12/17/12 through 1/11/13 Original Contract Amount: \$149,179.72				Michael Green Construction, inc. PO Box 142 Washougal, WA 98671 360.518.1476 360.817.9948 fax				
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ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
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SCHEDULE "A" - PARKS											
1	MOBILIZATION	LS	1.00	\$7,000.00	\$7,000.00	0.00	\$0.00	1.00	\$7,000.00	1.00	\$7,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$1,800.00	\$1,800.00	0.00	\$0.00	0.75	\$1,350.00	0.75	\$1,350.00
3	CLEARING & GRUBBING	LS	1.00	\$1,600.00	\$1,600.00	0.00	\$0.00	1.00	\$1,600.00	1.00	\$1,600.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1.00	\$2,180.00	\$2,180.00	0.00	\$0.00	1.00	\$2,180.00	1.00	\$2,180.00
5	ROADWAY EXCAVATION INCLUDING HAUL	CY	43.00	\$21.00	\$903.00	0.00	\$0.00	43.00	\$903.00	43.00	\$903.00
6	CRUSHED SURFACING TOP COURSE	TN	38.00	\$24.20	\$919.60	0.00	\$0.00	38.00	\$919.60	38.00	\$919.60
7	CRUSHED SURFACING BASE COURSE	TN	22.00	\$24.20	\$532.40	0.00	\$0.00	22.00	\$532.40	22.00	\$532.40
8	HMA CL. 1/2", PG 64-22	TN	13.00	\$275.00	\$3,575.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
9	EROSION CONTROL AND WATER POLLUTION CTRL	LS	1.00	\$2,000.00	\$2,000.00	0.00	\$0.00	0.50	\$1,000.00	0.50	\$1,000.00
10	ROADSIDE RESTORATION	LS	1.00	\$2,000.00	\$2,000.00	0.00	\$0.00	0.50	\$1,000.00	0.50	\$1,000.00
11	CEMENT CONCRETE TRAFFIC CURB	LF	67.00	\$18.10	\$1,212.70	0.00	\$0.00	64.00	\$1,158.40	64.00	\$1,158.40
12	CEMENT CONCRETE PEDESTRIAN CURB	LF	32.00	\$18.10	\$579.20	0.00	\$0.00	33.50	\$606.35	33.50	\$606.35
13	CEMENT CONCRETE SIDEWALK	SY	73.00	\$54.50	\$3,978.50	0.00	\$0.00	19.00	\$1,035.50	19.00	\$1,035.50
14	CEMENT CONCRETE SIDEWALK RAMP, TYPE 2	EA	1.00	\$1,800.00	\$1,800.00	0.00	\$0.00	1.00	\$1,800.00	1.00	\$1,800.00
15	WHEEL STOP	EA	2.00	\$125.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
16	IRRIGATION SYSTEM	LS	1.00	\$1,250.00	\$1,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
17	RESTROOM	LS	1.00	\$66,615.00	\$66,615.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
18	RESTROOM ACCESSORIES	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
19	ELECTRICAL SYSTEM	LS	1.00	\$16,500.00	\$16,500.00	0.00	\$0.00	0.34	\$5,610.00	0.34	\$5,610.00
20	PROJECT DOCUMENTATION	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	0.25	\$1,250.00	0.25	\$1,250.00
Parks Subtotal (Items 1-20):					\$124,695.40		\$0.00		\$27,945.25		\$27,945.25
Sales Tax: (Items 1-20)						Rate: 8.4%	\$0.00		\$2,347.40		\$2,347.40
Parks Total:					\$135,168.81		\$0.00		\$30,292.65		\$30,292.65

SCHEDULE "B" - WATER											
22	SERVICE CONNECTION, 1 INCH DIA.	EA	1.00	\$4,000.00	\$4,000.00	0.00	\$0.00	1.00	\$4,000.00	1.00	\$4,000.00
Water Subtotal: (Item 22)					\$4,000.00		\$0.00		\$4,000.00		\$4,000.00
Sales Tax: (Item 22)						Rate: 8.4%	\$0.00		\$336.00		\$336.00
Water Total:					\$4,336.00		\$0.00		\$4,336.00		\$4,336.00

SCHEDULE "C" - SEWER											
21	TRENCH SAFETY SYSTEM (MINIMUM BID \$1/L.F.)	LF	100.00	\$6.00	\$600.00	0.00	\$0.00	100.00	\$600.00	100.00	\$600.00
23	PVC SANITARY SEWER PIPE, 6 INCH DIA.	LF	57.00	\$56.00	\$3,192.00	0.00	\$0.00	57.00	\$3,192.00	57.00	\$3,192.00
24	ABS COMPOSITE SEWER PIPE, 4 INCH DIA.	LF	33.00	\$30.12	\$993.96	0.00	\$0.00	33.00	\$993.96	33.00	\$993.96
25	SEWER CLEANOUT, 4 INCH DIA.	EA	1.00	\$300.00	\$300.00	0.00	\$0.00	1.00	\$300.00	1.00	\$300.00
26	SEWER CLEANOUT, 6 INCH DIA.	EA	1.00	\$400.00	\$400.00	0.00	\$0.00	1.00	\$400.00	1.00	\$400.00
27	CONNECTION TO DRAINAGE STRUCTURE	EA	1.00	\$1,500.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	1.00	\$1,500.00
28	RE-CHANNEL MANHOLE	EA	1.00	\$450.00	\$450.00	0.00	\$0.00	1.00	\$450.00	1.00	\$450.00
Sewer Subtotal (Items 21, 23-28):					\$7,435.96		\$0.00		\$7,435.96		\$7,435.96
Sales Tax: (Items 21, 23-28)						Rate: 8.4%	\$0.00		\$624.62		\$624.62
Sewer Total:					\$8,060.58		\$0.00		\$8,060.58		\$8,060.58

2012	INVOICED	COLLECTED	% COLLECTE	REFUNDED	WROTE-OFF	LATE FEE/NSF	ADJUST	END BALANCE
JANUARY	\$ 148,426.76	\$ 92,270.77	62%	\$ 1,102.73	\$80,195.74	\$ 2,725.00	\$ 4,343.53	\$ 516,801.74
FEBRUARY	\$ 137,481.94	\$ 79,158.68	58%	\$ 1,768.36	\$70,523.42	\$ 2,000.00	\$ (361.72)	\$ 508,008.22
MARCH	\$ 157,948.20	\$ 74,482.56	47%	\$ 1,432.38	\$54,532.55	\$ 1,850.00	\$11,063.81	\$ 551,287.50
APRIL	\$ 163,060.12	\$ 75,114.77	46%	\$ 705.97	\$50,863.37	\$ 1,900.00	\$ 3,180.99	\$ 594,156.44
MAY	\$ 133,310.86	\$ 87,248.78	65%	\$ 204.32	\$68,679.70	\$ 1,550.00	\$ 1,071.86	\$ 574,365.00
JUNE	\$ 128,121.78	\$ 79,163.73	62%	\$ 780.50	\$44,903.22	\$ 2,075.83	\$ 2,698.22	\$ 583,974.38
JULY	\$ 148,032.54	\$ 85,050.85	57%	\$ 1,360.31	\$57,129.96	\$ 1,300.00	\$ 907.87	\$ 593,394.29
AUGUST	\$ 166,588.12	\$ 73,547.90	44%	\$ 189.36	\$46,135.03	\$ 1,700.00	\$ 2,693.37	\$ 644,882.21
SEPTEMBER	\$ 156,962.52	\$ 88,787.04	57%	\$ 3,010.90	\$68,151.29	\$ 1,275.00	\$ 980.06	\$ 650,172.36
OCTOBER	\$ 156,368.38	\$ 94,745.01	61%	\$ 3,563.75	\$62,452.13	\$ 2,000.00	\$ 1,491.29	\$ 656,398.64
NOVEMBER	\$ 132,131.36	\$ 85,109.50	64%	\$ 1,254.03	\$56,175.08	\$ 1,875.00	\$ 1,109.24	\$ 651,483.69
DECEMBER	\$ 148,390.60	\$ 63,317.07	43%	\$ 106.43	\$261,449.51	\$ 1,925.00	\$ 582.79	\$ 477,721.93
TOTAL	\$1,776,823.18	\$ 977,996.66	55%	\$15,479.04	\$921,191.00	\$ 22,175.83	\$29,761.31	
Average 2012	\$ 148,068.60	\$ 81,499.72			\$ 76,765.92			
Jan-Dec 2011	\$1,721,978.74	\$ 941,508.61	55%					

*\$211,279.61 Annual write-off*

# Carlson Testing, Inc.

Bend Office (541) 330-9155  
Geotechnical Office (503) 601-8250  
Eugene Office (541) 345-0289  
Salem Office (503) 589-1252  
Tigard Office (503) 684-3460

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January 9, 2013

Jim Hodges  
City of Camas Engineering Division  
PO Box 1055  
Camas, WA 98607

Re: Inspection & Testing Services for  
**City of Camas – 2013 Miscellaneous Projects**

Dear Mr. Hodges:

Carlson Testing, Inc. (CTI) sincerely appreciates the opportunity to submit our proposal to provide construction inspection and testing services on the above referenced project(s).

CTI is the largest construction special inspection and materials testing company in Oregon. We have served the construction market in Oregon and Southwest Washington for over 30 years and provided our services to thousands of private clients including owners, developers, construction contractors, engineers and architects as well as public entities ranging from local school districts and municipalities to the Oregon Department of Transportation and Federal Aviation Administration.

With a staff of approximately 100 technical specialists including City of Portland / OBOA / WABO licensed special inspectors, AWS certified welding inspectors, certified non-destructive testing and nuclear densometer technicians, and professional engineers and geologists, CTI provides a broad range of construction inspection, materials testing, and geotechnical engineering services. From the initial development of a construction project, CTI can provide geotechnical feasibility and design engineering services including all necessary laboratory testing of soils, rock, and asphalt. Throughout the actual construction, our inspectors routinely work with the contractor, project engineer, and architect as necessary to provide inspection and testing of reinforced concrete, masonry, structural steel, fireproofing, roofing, soils, and asphalt to ensure that the completed construction meets building code, public safety, and design requirements in these areas. Finally, when the construction is completed, CTI provides a final report as required by the Uniform Building Code and most building jurisdictions to allow the local building official to issue the certificate of occupancy.

CTI is certified as a Special Inspection and Testing Agency by the City of Portland, Oregon Building Officials Association (OBOA), and Washington Association of Building Officials (WABO). We are nationally accredited as a testing laboratory by A2LA (the American Association for Laboratory Accreditation) and meet all requirements of ASTM C1077 and ASTM D3666. These certifications provide our clients with a high level of assurance that our inspection and testing operations are performed in compliance with the strict quality control requirements of these organizations as well as nationally and internationally accepted standards.

CTI can provide testing and inspection services on a fulltime/resident inspector basis when appropriate for the needs of the project or on an "on-call" basis when only periodic inspections are required. Once a new project has been established, requesting our services is simple and requires only a phone call one day prior to the inspection to advise us of the time and the type of inspection. In the case of unforeseen emergencies, CTI can usually accommodate late requests if necessary and we make every effort to meet the project needs. (Note: This may result in additional "Emergency" late call in fees).

All rates are portal-to-portal and field services are subject to a 3-hour minimum charge (4 hours on weekends and holidays). Testing and inspection rates cover all costs for scheduling of services, providing the testing or inspection including standard reports, and providing our standard billing invoice.

Special services including but not limited to performing technical research, development of specialized testing or inspection procedures, review of project contractual or technical documents, conducting quality control audits, preparation of specialized reports, invoices, or cost/budget summaries, attendance at project meetings, or other incidental services will be billed as Project Management.

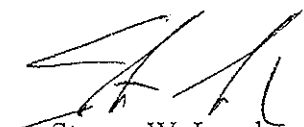
Based upon the information available to us at this time, we estimate a budget cost of **\$12,000.00** for the testing and inspection services. This budget estimate is based upon available information, but it is an estimate only and may vary up or down as project needs vary. Unless otherwise noted, this estimate does not contain any provisions for overtime, re-inspection, deferred submittals, drawing changes, RFI's, safety equipment rental and/or the like. The factors which control our estimates are completely beyond our control and include such things as contractor's schedules, selection of subcontractors, numbers of concrete placements, detail specifics, and the requirements of engineers, owners, plans examiners and contractors. Where "Allowances" are shown, there is insufficient information available at this time to prepare a meaningful estimate of testing/inspection costs for this item. The amount shown for this allowance represents CTI's best guess only. If a more accurate estimate is desired, CTI will be pleased to provide a revised cost estimate upon request when additional information is available.

*Either party may terminate the Contract without cause with 15 calendar days written notice.*

While we strongly believe that establishing a procedure under which the contractor schedules inspections and testing when they are ready and CTI provides our services on a time-and-material basis, we are willing to provide services on a "not-to-exceed" basis, if sufficient controls are established in advance and all parties involved in requesting our services are in agreement. A separate meeting including the owner, contractor, and design professional should be held before the project starts, so that all parties can review the schedule provided to us to prepare our estimate. The parties will need to agree who will be responsible for inspection and testing costs, which result from schedule changes, changes in scope due to RFI's, deferred submittals, and other design changes such as, overtime and re-inspections and any other changes that may effect our level of effort. Additional project management requirements for tracking these costs and ensuring that no services are provided if they would exceed the project estimate, we anticipate that additional time for project management would be billable to the project.

We thank you for this opportunity to provide this proposal and hope to be of service to you on this project. **You may authorize the work by signing an Authorization to Proceed & Work Order, initialing each page of the General Conditions and returning the documents to our office for each project as it is ordered.**

Respectfully submitted,  
CARLSON TESTING INC.



Steven W. Leach  
Project Manager



# Carlson Testing, Inc.

Bend Office (541) 330-9155  
Geotechnical Office (503) 601-8250  
Eugene Office (541) 345-0289  
Salem Office (503) 589-1252  
Tigard Office (503) 684-3460

## Authorization To Proceed & Work Order

Please complete and return by fax to Steven W Leach at 503-670-9147.

This document constitutes authorization for Carlson Testing, Inc. (CTI) to proceed with construction inspection and testing services under the terms of CTI's General Conditions (copy enclosed) dated 2/2012 for the project described below. This Authorization must be completed, signed and returned prior to CTI performing services. Thank You.

Date: 1/23/2013

Project Name: CITY OF CAMAS

Permit #: \_\_\_\_\_

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

Project Address/City/State: \_\_\_\_\_  
(please specify street/drive/court/avenue, etc.)

Directions: \_\_\_\_\_

Scope: ON-CALL INSPECTION & TESTING SERVICES

When CTI is providing Density (Compaction Testing Only), these services do not include engineering or engineering related recommendations, which are solely the responsibility of the Registered Design Professional in responsible charge for specifications and recommendations or the Geotechnical Engineer. That party's contact information must be completed on the distribution section under "Registered Design Professional in Responsible Charge for Specifications and Recommendations".

Superintendent Name/Phone: \_\_\_\_\_

U.S. Army Corps of Engineers projects call for special reporting requirements. Please indicate if this is a U.S. Army Corps of Engineers project by checking the box. Do not check this box unless this is a U.S. Army Corps of Engineers project.

Please enter the following billing information:

Purchase Order Number (if applicable): N/A

Company & Contact: CITY OF CAMAS - JAMES HODGES

Address: PO BOX 1055

City: CAMAS State: WA Zip: 98607-1055

Phone: 360-817-7234 Fax: \_\_\_\_\_

Unless otherwise agreed in writing, the ordering of work from CTI or use of any work product produced by CTI constitutes acceptance of the attached CTI's General Conditions dated 2/2012 and agreement to be bound by the terms and conditions incorporated therein.

The undersigned hereby agrees that preparation of any Final Summary Report or Letter (if required) will be billed in accordance with CTI's standard rate schedule.

I certify that I have the authority to sign and enter into this agreement and agree to be bound by its terms.

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: SCOTT HIGGINS-MAYOR Date: \_\_\_\_\_

Company Name: CITY OF CAMAS Phone: \_\_\_\_\_

Project Information

Billing Information



## General Conditions

- 1) Unless otherwise agreed in writing or specified in CTI's proposal, charges for all services will be billed in accordance with the Carlson Testing, Inc. (CTI) rate schedule in effect at the time the services are provided. Field services are portal to portal with a three-hour minimum charge for all inspections performed 7:00 am to 5:00 pm Monday through Friday. A two-hour minimum show up charge will be charged for any inspection, which is cancelled unless CTI is notified of the cancellation at least 2 hours prior to the scheduled inspection time. A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day or for inspections before 7:00 am or after 5:00 pm Monday through Friday. A minimum charge of 4 hours will be charged at a premium rate of 1.5 times the regular rate for inspections that are scheduled on Saturday, Sunday and/or Legal Holidays. Special services including but not limited to performing technical research, development of specialized testing or inspection procedures, review of project contractual or technical documents, conducting quality control audits, preparation of specialized reports, invoices or cost/budget summaries, attendance at project meetings, or other incidental services will be billed as Project Management or engineering services as appropriate.

For construction inspection services, unless fulltime inspection has been requested for the project, CTI's services are provided on an "On-Call" basis. The number, frequency, duration, and type of inspections required are dependent upon construction activities, schedule, production, and changes and are not within CTI's control. Upon telephonic request, CTI will provide the inspection and testing services as requested and will invoice Client for services provided.

The extension of unit prices in any proposal with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for any construction project. The quantities, when given, are estimates based on the information provided to CTI by the Client and contractors at the time our proposal is prepared. Since schedule, performance, production and changes are directed and controlled by others and are subject to change during the project, any quantity extensions are estimates only and not a guarantee of maximum cost.

- 2) Client will be invoiced once each month for work performed during the preceding period. Unless Client disputes the invoice, Client agrees to pay each invoice in full and with no retainage within thirty (30) days of receipt. Client's duty to make payment shall not be conditioned upon Client's receipt of payment or funding from any third party. Client further agrees to pay a service charge on all amounts invoiced and not paid within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest permitted under applicable law, whichever is the lesser) until paid. Failure of Client to make payment within thirty (30) days of invoice shall constitute a full release of CTI from any and all claims which Client may have, whether in contract or tort or otherwise, and whether known or unknown at the time.

If Client disputes any portion of an invoice, Client agrees to notify CTI in writing of all disputed amounts and the reason Client believes these amounts to be in error within thirty (30) days of receipt of the invoice. Client hereby waives any right to dispute an invoice following this thirty 30-day period.

Client agrees to pay CTI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. CTI reserves the right to withhold any final report or final letter of compliance until all outstanding invoices and interest on late payments, if any, have been paid in full.

- 3) If Client instructs CTI to bill a third party for any services, CTI will bill the third party as a courtesy to Client. Client agrees, however, that Client shall be responsible for full payment of all outstanding charges if payment is not received by the 60<sup>th</sup> day following the invoice date and that Client shall make such payment to CTI within 30 days following notification that CTI has not received payment from the third party.
- 4) Unless otherwise agreed in writing, CTI is not being retained to provide engineering services including, without limitation, performing any geotechnical site investigation, developing design or construction specifications, serving as Engineer of Record, or to perform any other duties which require CTI to render engineering judgments or opinions. CTI shall have no authority to alter any contract between any other parties or to approve or

accept any portion of the work. If the parties have agreed or subsequently agree in writing that CTI's services will include engineering services, then CTI's Supplemental General Conditions are hereby incorporated into this agreement.

- 5) CTI's responsibilities shall not include determining, supervising, implementing or controlling the means, methods, techniques, sequences or procedures of construction or evaluating or reporting job conditions related to health, safety or welfare.
- 6) Client assumes sole responsibility for determining whether the quantity and nature of work ordered by Client is adequate and sufficient for Client's intended purpose.

Client acknowledges that construction inspection, observation, and testing services provided by CTI are techniques which may reduce the risk of construction defects, deficiencies, or omissions arising during or after construction. Services performed by CTI do not constitute a warranty or guarantee of any type. Even with diligent construction monitoring and/or testing by CTI, construction defects, deficiencies, or omissions in the Contractor's work may exist. In all cases, Client and/or the Contractor shall assign the Contractor the responsibility for the quality and completeness of the work and for adhering to plans and specifications. CTI's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance of its work in accordance with the construction documents.

CTI will provide its professional services to Client with that degree of care and skill currently exercised under similar circumstances by members of its profession in the same locale. This representation is in lieu of any other warranty or representation, either expressed or implied. It is also understood and agreed that statements made in CTI reports are observations based on technical judgments, and should not be construed to be conclusive representations of fact. If conditions different from those indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTI immediately to authorize further appropriate evaluation.

- 7) Subject to the limitations set forth in this Agreement, CTI will indemnify and hold harmless Client and Client's officers, employees, agents, and directors from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or relating to CTI's performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by CTI's negligence or the negligence of anyone directly or indirectly employed by CTI. In no event shall the indemnity obligations of CTI exceed the greater of Fifty Thousand Dollars (\$50,000.00) or the professional fees received by CTI in the performance of this Agreement. In no event shall CTI be liable for indirect or consequential damages of any kind.
- 8) Client shall indemnify and hold harmless CTI and CTI's officers, employees, agents, and directors from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or resulting from the work on the project but only to the extent caused by Client's negligence or the negligence of anyone directly or indirectly employed by Client. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against CTI and to the extent that CTI shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to CTI the costs and expenses incurred by CTI to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorney's fees, court costs, witness fees and other related expenses.
- 9) CTI is covered by General Liability Insurance with a limit of \$1,000,000 per occurrence. If Client requires additional coverage in excess of this amount, and if procurable, CTI will obtain additional insurance to the limits Client requires at Client's expense.
- 10) Client shall not assign its rights under this Agreement without the prior written consent of CTI. In the event of such permitted assignment, Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of CTI's work. CTI shall have no duty or obligation to any third party greater than that set forth in CTI's proposal or this Agreement.
- 11) Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- 12) This agreement shall be governed by the laws of the state in which the project is located.
- 13) The terms of this Agreement shall survive the completion of services and termination of the Agreement.
- 14) The ordering of work from CTI or use of any reports or information provided by CTI shall constitute acceptance of the terms of CTI's proposal and these General Conditions.

## Supplemental General Conditions Engineering Services

These Supplemental General Conditions augment CTI's General Conditions and shall apply to all geotechnical or other engineering services performed by CTI.

1) Unless otherwise agreed, Client shall furnish CTI with applicable permits and right-of-entry on the land and Client shall be responsible for the propriety of the time, place and manner of CTI's entry for making borings, surveys and other explorations. CTI will take reasonable precautions to minimize damage to the site from use of equipment, but has not included the cost of restoration of the site in the proposed fee. If Client desires CTI to restore the site to its approximate former condition, (i.e., compaction of backfill, pavement patching, restoring lawns, vegetation, etc.), CTI will accomplish this as an additional service. Client agrees to indemnify and hold harmless CTI and its officers, employees, directors, agents, and subcontractors from any claim, liability, or costs (including attorney fees) arising in connection with CTI's access to, entry upon, or the restoration of the site.

2) Client shall provide CTI with utility and substructure information on and adjacent to the project site and assumes responsibility for the accuracy of such information provided to CTI. Client will indemnify, defend and hold harmless CTI and its officers, employees, directors, agents, and subcontractors against any claim or damage which occurs as a result of CTI's reliance on this information. Any existing utility or substructure damage or hazardous waste discovered by CTI during the course of its service is the sole responsibility of Client.

3) Client warrants that it does not know, suspect, assume or have reason to know of the presence of pollutants on or under the project site(s), or on/in property which must be crossed to conduct CTI's work and Client shall advise CTI of any discovery of hazardous waste or pollutants on or near the site(s). If hazardous waste or dangerous pollutants are discovered during the course of or in connection with CTI's work, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reviewed and that this contract shall be renegotiated or, in the sole discretion of CTI, terminated. Client is responsible for the proper decontamination and disposal of contaminated equipment, soil, material, and samples.

Client agrees to defend, indemnify and hold harmless CTI and its officers, employees, directors, agents, and subcontractors for all loss, cost, damage, expense (including attorney fees) or liability, arising out or in connection with CTI's services which exacerbates existing environmental pollution or contamination or any newly caused or created pollution or contamination.

4) It is understood and agreed that statements made in CTI reports are observations based on technical judgments, and should not be construed to be conclusive representations of fact. Test borings, test pits and other methods of subsurface exploration are generally accepted means of obtaining subsurface information in this area. However, they cannot indicate with certainty the subsurface conditions between and below the test explorations. If conditions different from those indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTI immediately to authorize further appropriate evaluation. This evaluation shall be an additional service.

The conclusions and recommendations for construction in CTI's reports are based on limited sampling and the interpretation of variable surface and subsurface conditions. Our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by preconstruction design documents review and site presence during construction and have completed such work. If our Scope of Services does not include preconstruction plan review and construction observations, any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to CTI.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client.

5) Engineering reports, field data, laboratory data, analysis, calculations, estimates, designs and other documents prepared by CTI are instruments of CTI's service and remain our property. We will retain pertinent records relating to the services performed for 5 years following submission of any report produced under this Agreement, and will make extra copies of the Instruments of Service available to Client on request for a reasonable fee.

Neither Client nor any other party may use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise, without CTI's prior written permission. Client will defend, indemnify, and hold CTI harmless from any claims, damages and expenses arising out of any such reuse.

6) The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, will become barred two (2) years from the completion of CTI's services.



I, Joan Durgin, City Clerk hereby certify that these bid tabulations are correct.

*Joan Durgin* 1/8/13  
 Joan Durgin Date

PROJECT NO. P-878				Engineer's Estimate:		United Service & Sales		RMT Equipment	
DESCRIPTION: 2012 Riding Front Deck Rough Terrain Mower with Attachments Ent. By RLS				Bid Proposal #1: \$27,000 (incl. tax) Bid Proposal #2: \$31,250 (incl. tax)		2808 So. Main Street Salt Lake City, UT 84115 801.485.5770		935 NW Corporate Dr. Troutdale, OR 97060 503.667.5000	
DATE OF BID OPENING: 1/8/13 9:30am									
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>BID PROPOSAL #1</b>									
1	One 2012 Current Production Model Riding Front Deck Rough Terrain Mower	LS	1.00	\$24,955.00	\$24,955.00	\$23,500.00	\$23,500.00	\$26,860.00	\$26,860.00
<b>Subtotal Bid Proposal #1</b>					\$24,907.75		\$23,500.00		\$26,860.00
Washington State Sales Tax (8.4%)					\$2,092.25		\$1,974.00		\$2,256.24
<b>TOTAL BID PROPOSAL #1</b>					\$27,000.00		\$25,474.00		\$29,116.24
						<b>Exceptions to Specifications:</b> Bidder is Outside of Local Service Radius, Service Manuals are not Available		<b>Exceptions to Specifications:</b> Fuel Capacity (unit 6 gallons), Bid based on a 32.5 HP Liquid Cooled Gas Engine	
<b>BID PROPOSAL #2</b>									
1	One 2012 Current Production Model Riding Front Deck Rough Terrain Mower with Attachments	LS	1.00	\$28,828.41	\$28,828.41		\$0.00	\$31,390.00	\$31,390.00
<b>Subtotal Bid Proposal #2</b>					\$ 28,828.41		\$ -		\$ 31,390.00
Washington State Sales Tax (8.4%)					\$2,421.59		\$0.00		\$2,636.76
<b>TOTAL BID PROPOSAL #2</b>					\$31,250.00		\$0.00		\$34,026.76
						<b>No Alternate Bid Provided.</b>		<b>Exceptions to Specifications:</b> Fuel Capacity (unit 6 gallons), Bid based on a 32.5 HP Liquid Cooled Gas Engine	



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
PETER GOLDMARK - Commissioner of Public Lands

## INTERAGENCY AGREEMENT WITH THE CITY OF CAMAS

### Agreement No. IAA 13-172

This Agreement is between the City of Camas, referred to as the City, and the Washington State Department of Natural Resources Urban and Community Forestry Program, referred to as the DNR.

The DNR is under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. The DNR and the City of Camas enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

The purpose of this Agreement is to provide a Washington Conservation Corps (WCC) crew for urban forestry restoration tasks in the City of Camas.

### IT IS MUTUALLY AGREED THAT:

**1.01 Statement of Work.** The DNR shall furnish WCC crews and the City shall provide all materials and services, pertinent to performing work set forth in the Attachment A.

**2.01 Period of Performance.** The period of performance of this Agreement shall be from January 1, 2013, to June 30, 2013, unless terminated sooner as provided herein. Both parties agree that the DNR will provide the City a maximum of 3 weeks of crew work within the period of performance.

**3.01 Payment.** The DNR provides the services of the WCC crew in exchange for City of Camas' matching commitment to the project as described in Attachment B.

**6.01 Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by the U.S. Copyright Act of 1976 and shall be equally owned by the DNR and the City. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

**7.01 Independent Capacity.** The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**8.01 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**9.01 Termination.** Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

**10.01 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

**11.01 Disputes.** If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

**12.01 Governance.** This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

**13.01 Assignment.** The work to be provided under this Agreement and any claim arising from this agreement can not be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.



**14.01. Waiver.** A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to his agreement.

**15.01 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

**16.01 Indemnification.** To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The City's obligation to indemnify, defend, and hold harmless includes any claim by the City's agents, employees, representatives, or any subcontractor or its employees. The City expressly agrees to indemnify, defend, and hold harmless the DNR for any claim arising out of or incident to the City's or any subcontractor's performances or failure to perform the Agreement. The City's obligation to indemnify, defend, and hold harmless the DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of the DNR or its agents, agencies, employees and officials. The City waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the DNR and its agencies, officials, agents or employees.

**17.01 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**18.01 Contract Management.** The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

**19.01 Project Coordinators.**

(1) The Project Coordinator for the City of Camas is Denis Ryan, Telephone Number (360) 817-7983.

(2) The Project Coordinator for the DNR is Micki McNaughton, Telephone Number (360) 902-1637.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

CITY OF CAMAS

Dated: \_\_\_\_\_, 20\_\_

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: \_\_\_\_\_, 20\_\_

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

Joseph P. Shramek

Title: Resource Protection Division Manager

Address: 1111 Washington Street SE  
MS 47037  
Olympia, Washington 98504-7037

Interagency Agreement  
Approved as to Form 9/29/97  
By the Assistant Attorney General  
State of Washington

## **Attachment A**

### **STATEMENT OF WORK**

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The DNR will sponsor a Washington Conservation Corps (WCC) crew to assist with urban forest restoration and maintenance tasks in the City of Camas. Crew work on City projects is limited to a maximum of three weeks. Each project location will include baseline mapping of the site and re-mapping after restoration activities, to be included in a DNR report to the City. Local projects must be on public property, and work performed by the crews may not replace workers already in place or contracted for.

Project locations and activities in the City of Camas include:

- Benton Park and Open Space, NW 14<sup>th</sup> Avenue and Drake St. Remove heavy infestations of English ivy and other non-native invasive plant species as necessary for forest health.
- Other sites and/or locations as agreed by the City's Project Coordinator and the DNR Project Coordinator. Tasks and activities assigned must pertain to restoring the ecological health and functionality of the urban forest on the site or location.

Washington Conservation Corps (WCC) crews are covered by Dept. of Ecology insurance through Labor and Industries while working on project sites and traveling to work locations.

WCC crews are responsible for the maintenance and repair of any equipment provided by WCC and/or Dept. of Ecology.

The City is responsible for the maintenance and repair of any equipment provided by the City and used by the WCC crew under the direction of City staff.

## **Attachment B**

### **PROJECT COMMITMENT MATCH**

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The DNR will provide the following items to the City for urban forestry restoration projects that receive assistance under the Urban Forest Restoration Project:

- News release template to assist in building public awareness and event marketing.
- Baseline invasive plant species mapping.
- Crews to remove and/or control invasive plant material and complete related restoration tasks including installation of plant materials.
- Post-restoration mapping.
- Post-restoration report that includes a description of the project and the work accomplished.
- Template for three-year management plan.
- Template for annual monitoring report.

The City commits to the following items in consideration for the services of the DNR-sponsored crew:

- Post news releases in advance of the event.
- Acquire any permits necessary for project work.
- Assist with volunteer registration, sign-in and waivers at restoration events.  
    Please have photo releases available for volunteers under 18 years of age.
- Dispose of plant material removed during project activities (English ivy vines, blackberry canes, etc.).
- Provide any and all plant materials required for project completion.
- Develop and implement a three-year maintenance plan for the project site, to include annual monitoring.
- Report monitoring results to DNR Urban and Community Forestry Program annually for three years.

## AGREEMENT

AGREEMENT made this day by and between LACAMAS CREEK COMMUNITIES, a nonprofit corporation, hereinafter referred to as "Lacamas", and the CITY OF CAMAS, a Washington municipal corporation, hereinafter referred to as "City".

### RECITALS:

1. Lacamas is the owner and operator of a private water system that serves the Lacamas Conference Center. Said water system is identified as Washington State Department of Health ID No. 588310.

2. Said water system is located on land described in Exhibit "A" attached hereto and by this reference incorporated herein.

3. Lacamas desires to sell said private water system and Camas desires to purchase said private water system on the terms and conditions hereinafter set forth.

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

### SECTION I DESCRIPTION OF PROPERTY SOLD

The property being sold is that private water system identified as Washington State Department of Health ID No. 588310, and includes the well, pump, electrical panel and service, the well house, the pressure tank, other related appurtenances, and all certificated water rights associated with said private water system. The property being purchased does not include distribution lines.

SECTION II  
COVENANTS OF CITY

As consideration for the conveyance of the private water system by Lacamas to City, City promises as follows:

2.1 To install a two inch service line from the Camas public water system to the right-a-way line of the Lacamas property, and to install a one inch domestic meter with a backflow device, and one inch irrigation meter. The cost of the service lines and the meters shall be born by City.

2.2 To pay the Systems Development Charges for the one inch domestic meter and the one inch irrigation meter.

2.3 To pay all connection charges incurred for connection of the Lacamas property to the City of Camas public water system.

2.4 To obtain and pay for all plumbing and other permits necessary to install the service line, and meters, and make to the existing distribution lines.

2.5 To disconnect the existing private distribution system from the well, and to reconnect the private distribution system to the City meters with pressure reducing valves as may be necessary.

2.6 To decommission the well, and remove the well pump, electrical panel and service, well house, pressure tank, and other related pertinences.

2.7 To purchase and install a utility shed at a site on the property to be designated by the owner. The utility shed shall be selected by the owner, and shall not exceed \$4,000.00 in material and installation cost.



SECTION III  
COVENANTS OF LACAMAS

Lacamas covenants and promises as follows:

- 3.1 To pay City, after connection to the City public water system, all monthly water charges.
- 3.2 To install any irrigation improvements on the site in compliance with building code regulations.
- 3.3 To maintain all onsite plumbing appurtenances and distribution lines at Lacamas expense.

SECTION IV  
CONVEYANCE OF WATER SYSTEM

Title to the private water system shall be conveyed by bill of sale in the form attached hereto as Exhibit "B" and by this reference incorporated herein. The Bill and Sale shall be executed and delivered to City when the Lacamas property has been connected to the City of Camas public water system.

SECTION V  
GRANT OF ACCESS EASEMENT

Lacamas hereby grants a temporary easement to City to permit City and its employees and agents to come on the property described in Exhibit "A" for the purpose of decommissioning the existing well, removing the pump, electrical panel and service, the well house, the pressure tank and other related appurtenances, and to install the two inch service line and meters.

SECTION VI  
OTHER DOCUMENTS



## EXHIBIT A

Tax Parcel: 172543000 and 172561000

Abbreviated Legal Description: #2 Thomas J Fletcher DLC 10.63A #20 THOMAS J FLETCHER  
DLC 7.9 A

That portion of the T.J. Fletcher Donation Land Claim lying within the Southeast quarter of section 20 and within the Southwest quarter of section 21, Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of said Fletcher claim thence North  $88^{\circ} 39'$  West, along the South line thereof, 878.6 feet to a point that is 283.8 feet North of the Southwest corner of said section 21; thence South  $89^{\circ} 41'$  West, Along the South line of said Fletcher claim, 1238.9 feet to the centerline of N.E. Goodwin Road; thence Northerly along said centerline 1160 feet to the center of Lacamas Creek; thence Southeasterly, along the center of said creek, to the East line of said Fletcher claim; thence South, along said East line, 110 feet to the point of beginning.

Except public roads.

AMENDMENT TO AGREEMENT

AGREEMENT made this day by and between LACAMAS CREEK COMMUNITIES, a nonprofit corporation, hereinafter referred to as "Lacamas", and the CITY OF CAMAS, a Washington municipal corporation, hereinafter referred to as "City".

**RECITALS:**

1. Lacamas and City entered into that certain Agreement dated June 29, 2012, for the purpose of selling a private water system.

2. Section 2.7 of said agreement otherwise requires the City to purchase and install a utility shed at the site, as selected by the owner, at a cost not to exceed \$4,000.00.

3. Lacamas and City have agreed that City shall tender the sum of \$4,000.00 to Lacamas, in lieu of City's compliance with Section 2.7 of the Agreement.

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

1. City shall pay to Lacamas the sum of \$4,000.00 in full satisfaction of Section 2.7 of the Agreement dated June 29, 2012.

2. In lieu of City's covenant and promise to perform set forth in Section 2.7 of said Agreement, Lacamas shall purchase and install the described utility shed, all in compliance with applicable codes and regulations.

3. In all other respects, the Agreement dated June 29, 2012, shall remain in full force and effect.

DATED this 11<sup>th</sup> day of January, 2013.



When Recorded, Return to:

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

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "First Amended Agreement") is made and entered into by and between the City of Camas, a Washington Municipal Corporation, ("City"), and Vanport Manufacturing Inc (Vanport), collectively referred to as the "Parties";

### RECITALS

**WHEREAS**, Vanport owns or controls certain real property which is located in the City of Camas, Washington; and which is more fully described in the attached Exhibit A which is incorporated by reference herein ("Vanport Property"); and,

**WHEREAS**, Vanport (under its predecessor in interest to the property, Long Drive LLC) and the City previously entered into a development agreement ("Long Drive Agreement"), a copy of which is attached hereto as Exhibit B, addressing a variety of issues, including, but not limited to the vesting of development standards and transportation capacity and adoption of a master plan, (for a project known as "Ambiance") that would govern the development of the property covered by the Long Drive Agreement; and,

**WHEREAS**, In order to facilitate the development of that portion of property covered by the Long Drive Agreement, which was recently sold to Pedwar Development Group LLC ("Pedwar"), which seeks to construct a facility to manufacturer medical devices, the City is concurrently entering into a Development Agreement with Pedwar and amending the Long Drive Agreement to provide clear and predictable development standards to enable Pedwar to locate its facility within the City and to have consistent master plans for the development of the Pedwar and Vanport properties; and,



**WHEREAS**, the City also wishes to amend or clarify certain specific provisions provided for in the Long Drive Agreement to better reflect current conditions; and,

**WHEREAS**, Vanport wishes to confirm its consent to the amendments to the Long Drive Agreement master plan provided for in Exhibit C, specifically including those design changes proposed for the portion of the property to be developed by Pedwar; and

**WHEREAS**, the City finds that the amended master plan attached as Exhibit C, which amends the master plan provided for in the Long Drive Agreement, is consistent with the design and development standards applicable to the property subject to the Long Drive Agreement; and,

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

**WHEREAS**, the City, has the authority to enter into Development Agreements pursuant to RCW 36.70B.170; and,

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 is 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; and,

**WHEREAS**, the City is further authorized to enter into Development Agreement pursuant to Camas Municipal Code ("CMC") 18.55.340; and

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

**Section 1. Development Agreement**

This First Amended Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210 and CMC 18.55.340. It shall become a contract between Vanport and the City upon the City's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and CMC 18.55.340 and execution of the Agreement by all Parties. This First Amended Development Agreement is subject to a State Environmental Policy Act Threshold Determination (Revised SEPA case file #06-04-05).

**Section 2. Effective Date and Duration of Agreement**

This First Amended Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties. The rights of the Long Drive Property to be developed under the master plan and development standards provided for in this First Amended Agreement, and any other rights provided for in the Long Drive Agreement, shall terminate on 12/31/2019, provided that any time periods specified in this First Amended Agreement shall be tolled pending any appeals of any city, state or federal land use decisions necessary to commence and to carry out the terms of the First Amended Agreement.

**Section 3. Master Plan**

The master plan that was approved in conjunction with the Long Drive Agreement is amended as provided for in Exhibits C (Pedwar property) and D (Vanport Property), which are attached hereto and incorporated by reference herein. The "Description of the Proposed Development on this Property" provided for in Section 3 of the Long Drive Agreement shall be amended to provide for approximately 9 buildings, 140 condominium units and 29,000 square feet of professional office space, a restaurant, a spa, conference rooms, open space and underground parking.

**Section 4. Transportation**

Due to the fact that all transportation improvements identified in the Long Drive Agreement are either funded or have been constructed, all of Section 8 (including Sections 8.1 through 8.3) of the Long Drive Agreement should be stricken in their entirety and shall have no further effect.

**Section 5. Plat Amendments**

Section 7 of the Long Drive Agreement shall be stricken in its entirety and shall have no further effect.

**Section 6. Waiver**

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

**Section 8. Venue**

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

**Section 9. Entire Agreement/Modifications**

This First Amended Agreement constitutes an agreement between and among the Parties with respect to the Long Drive Agreement; and except and unless a provision of the Long Drive

Agreement is specifically referenced and amended by this First Amended Agreement, all provisions of the Long Drive Agreement shall remain in full force and effect.

**Section 10. Captions**

The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the Parties.

**Section 11. Gender/Singular/Plural**

Whenever masculine, feminine, neutral, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

**Section 12. Severability**

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

**Section 13. Inconsistencies**

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

**Section 14. Binding on Successors and Recording.**

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

**Section 15. Recitals.**

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

**Section 26. Amendments.**

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

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



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

DATED: \_\_\_\_\_

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

When Recorded, Return to:

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

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by and between the City of Camas, a Washington Municipal Corporation, ("City,"), and Pedwar Development Group LLC ("Pedwar"), collectively referred to as the "Parties";

### RECITALS

**WHEREAS**, Pedwar owns or controls certain real property which is located in the City of Camas, Washington; the property's tax identification number of which is 986026-906 and which is more fully described in the attached Exhibit A which is incorporated by reference herein ("Pedwar Property"); and,

**WHEREAS**, Long Drive LLC and the City previously entered into a development agreement ("Long Drive Agreement"), a copy of which is attached hereto as Exhibit B, addressing a variety of issues, including, but not limited to the vesting of development standards and transportation capacity and adoption of a master plan, (for a project known as "Ambiance") that would govern the development of the property covered by the Long Drive Agreement; and,

**WHEREAS**, the Pedwar Property constitutes a portion of the property covered by the Long Drive Agreement; and,

**WHEREAS**, Pedwar would like to construct a facility to manufacturer medical devices and the City would like to provide clear and predictable development standards to enable Pedwar to locate its facility within the City; and,

**WHEREAS**, to accomplish the relocation of Pedwar to the City upon the Pedwar Property, certain amendments to the Long Drive Agreement need to be made and the Parties wish to make those amendments; and,

**WHEREAS**, the City has reviewed the submission of materials otherwise necessary to approve the amended master plan and to find that the City's Site Plan Review criteria has been complied with as part of this process to amend the existing master plan that is part of the Long Drive Agreement; and,

**WHEREAS**, the City has found that the materials submitted conform to the City's Site Plan Review requirements; and,

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

**WHEREAS**, the City, has the authority to enter into Development Agreements pursuant to RCW 36.70B.170; and,

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 is 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; and,

**WHEREAS**, the City is further authorized to enter into Development Agreement pursuant to Camas Municipal Code ("CMC") 18.55.340; and

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

**Section 1. Development Agreement**

This Agreement is a development agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210 and CMC 18.55.340. It shall become a contract between Pedwar and the City upon the City's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and CMC 18.55.340 and execution of the Agreement by all Parties.

**Section 2. Effective Date and Duration of Agreement**

The Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties. The rights of the Pedwar Property to be developed under the master plan

and development standards provided for in this agreement shall terminate on 12/31/2012, provided that any time periods specified in this Agreement shall be tolled pending any appeals of any city, state or federal land use decisions necessary to commence and to carry out the terms of the Agreement.

### **Section 3. Master Plan**

The master plan that was approved in conjunction with the Long Drive Agreement is amended such that the portions of the master plan relating to the Pedwar Property shall be amended as provided for in Exhibit C, which is attached hereto and incorporated by reference herein.

### **Section 4. Site Plan and Design Review Approval**

The modification to the master plan attached as Exhibit C has been reviewed and found to be consistent with the performance standards specific to the North Dwyer Creek mixed use overlay designation (NDC EMXD) as specified in CMC 18.20.035 B.2 and C.1, as well as the City's Site Plan Review criteria, and generally consistent with the Design Review approval of the overall master plan. In reviewing building permit applications, Staff will also review those applications for additional consistency with Design Review. Pedwar agrees to the mitigation conditions provided for in Exhibit D. The master plan attached as Exhibit C is consistent with the development standards provided for in Section 6 of the Agreement.

### **Section 5. Transportation**

The City has reviewed the comparative transportation analysis from Kittelson and Associates, transportation engineers, and determined that there is adequate capacity in the City's transportation system to accommodate the trips generated by the development of the Pedwar Property as provided for in Exhibit C; and that no level of service deficiencies will occur as a result of the development of the Pedwar Property consistent with this Agreement. So long as Pedwar does not revise Exhibit C in such a manner as to increase the number of PM peak hour trips identified in the Kittelson comparative analysis, no further transportation studies or mitigation, other than payment of applicable transportation impact fees will be required. Additionally, the proposed easterly access on Exhibit C is approved as a full access as shown on the proposed Site Plan. If at some point in the future, the City reasonably determines that there are adverse safety issues associated with the continued operation of the access as a full access, the City reserves the right, at its cost, to construct a median in the center of Camas Meadows drive in the location of this access, which will effectively turn the full access into a right in/right out access.

### **Section 6. Development standards**

During the term of this Agreement, the Property shall be vested to the development standards as depicted in Exhibit C of this Agreement and to the Phase "II" standards as provided for in Section 5 (referencing Exhibit B) of the Long Drive Agreement. Vesting for the Long Drive Agreement is provided for in Section 12 of the Long Drive Agreement. In the event that there is an inconsistency between the provisions of Section 5 and Exhibit B of the Long Drive



Agreement; and Exhibit C of this Agreement relating to the Pedwar Property, Exhibit C shall control. Also during the term of this Agreement, the property shall be vested to the uses as described in Sections 4, 4.1 and 4.2 of the Long Drive Agreement.

**Section 7. Waiver**

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

**Section 8. Venue**

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

**Section 9. Entire Agreement/Modifications**

This Agreement constitutes the entire agreement between and among the Parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the Parties with respect to the subject matter herein contained are superseded and of no further force and effect. This Agreement cannot be amended or modified without a writing signed by all of the Parties hereto.

**Section 10. Captions**

The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the Parties.

**Section 11. Gender/Singular/Plural**

Whenever masculine, feminine, neutral, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

**Section 12. Severability**

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

**Section 13. Inconsistencies**





**EXHIBIT A**

Order No.: 612816872

For APN/Parcel ID(s): 986026-906

---

A parcel of property lying in a portion of Section 28 and Section 29, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly Southeast corner of CAMAS MEADOWS CORPORATE CENTER PHASE 1, a subdivision recorded in Book 310 of Plats at Page 691, Clark County records, said point being on the South right-of-way line of Northwest Camas Meadows Drive; thence North  $56^{\circ}35'58''$  East along the Southeasterly line of said CORPORATE CENTER 60.00 feet to the North line of NW Camas Meadows Drive, said point being the most Northerly corner of that tract conveyed to City of Camas by deed recorded in Auditor's File No. 3380524, Clark County records, said point lying on a 405.00 foot radius curve to the right with a tangent bearing into said curve of South  $33^{\circ}24'02''$  East of this point, thence along the Northeasterly line of said City of Camas tract the following courses and distances: thence around said 405.00 foot radius curve to the right 141.15 feet to the TRUE Point of Beginning; thence continuing around said 405.00 foot radius curve to the right 63.00 feet; thence South  $04^{\circ}31'09''$  East 225.73 feet to a 470.00 foot radius curve to the left; thence around said 470.00 foot radius curve to the left 462.68 feet; thence South  $60^{\circ}55'20''$  East 144.61 feet; thence North  $29^{\circ}04'40''$  East leaving said City of Camas tract, 392.97 feet; thence North  $63^{\circ}08'44''$  West 83.31 feet; thence North  $57^{\circ}05'57''$  West 238.78 feet; thence North  $47^{\circ}40'13''$  West 343.87 feet to a point which bears North  $78^{\circ}46'24''$  East from the TRUE Point of Beginning; thence South  $78^{\circ}46'24''$  West 57.16 feet to the TRUE Point of Beginning.

Exhibit B



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

Stephen W. Horenstein, Attorney  
Miller Nash LLP  
500 East Broadway, Suite 400  
PO Box 694  
Vancouver, WA 98666-0694

Grantor : Long Drive, LLC  
Grantee : City Of Camas, Washington  
Abbreviated Legal : NE ¼ Section 29 T2N R3E WM; W ½ Section 28 T2N R3E WM  
Assessor's Tax Parcel Nos. : Portions of 172955-000; 172963-000; 172964-000; 172970-000;  
175934-000  
Prior Excise Tax No. :  
Other Reference No(s). : None

**DEVELOPMENT AGREEMENT**

**Effective Date:**

July 27, 2004

**Parties:**

LONG DRIVE, LLC, a Washington limited liability company (hereinafter referred to as "Long Drive"); and

THE CITY OF CAMAS, WASHINGTON, a Washington municipal corporation (hereinafter referred to as the "City").

**Recitals:**

A. Long Drive owns or is acquiring certain real property within the City, preliminarily approved as Lot 8, Phase I of Camas Meadows Corporate Center, and Lots 8, 9, 10, 11, and 12, Phase II of Camas Meadows Corporate Center, hereinafter referred to as "the Property." The legal description for the Property as well as a parcel map and survey are attached hereto and incorporated herein by reference as Exhibit "A." At the time of the execution and approval of this Agreement all of the Property is subject to this Agreement.

DEVELOPMENT AGREEMENT - 1

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B. The Property is currently zoned Light Industrial / Business Park ("LI/BP") and designated with the North Dwyer Creek Employment Mixed Use ("NDC EMXD") overlay pursuant to Title 18 of the Camas Municipal Code. The Property is in the City's North Dwyer Creek planning area.

C. For purposes of completing the development of the Property, Long Drive has applied for master plan approval pursuant to Chapter 18.20 of the Camas Municipal Code.

D. A trip generation report has been prepared by H. Lee & Associates and shows 208 p.m. peak hour trips for the development of the Property.

E. The parties desire to enter into this Development Agreement to govern the development of the Property, including vesting as to the permitted uses and allocating capacity in the transportation system for purposes of meeting concurrency requirements.

F. Pursuant to RCW 36.70B.170(1) and CMC 18.55.340, the parties are authorized to enter into a development agreement that sets forth development standards and other provisions that apply to and govern and vest the development, use, and mitigation of the development of the Property.

NOW, THEREFORE, the parties agree as follows:

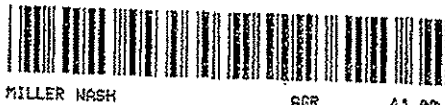
1. Purpose. The purpose of this Agreement is to:

1.1 Set forth the development standards that will govern the development of the Property.

1.2 Vest the development of the Property under the development provisions of the Camas Municipal Code in effect at the time of the execution of this Agreement, including the permitted uses of the Property, while reserving the City's authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

1.3 Allocate capacity in the transportation system for development of the Property for the purpose of meeting the concurrency requirements of the City's Comprehensive Plan and regulations.

2. Agreement. This Development Agreement governs and vests the development of the property described in Exhibit "A."



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3. Description of the Proposed Development on this Property. The development on the Property (the "Ambiance Project") shall be a mixed use development including residential condominiums, professional office space, and restaurant/retail space on approximately 14.6 acres. The Ambiance Project is expected to include 12 buildings, with 158 residential condominiums, approximately 33,000 square feet of professional office space, a restaurant, a spa, conference rooms, open space, and underground parking.

4. Zoning and Permitted Uses. The Property is zoned LI/BP with a NDC EMXD overlay pursuant to Chapters 18.07 and 18.20 of the Camas Municipal Code and designated as Light Industrial on the City's Comprehensive Plan.

4.1 The uses permitted in the LI/BP and NDC EMXD code sections shall be allowed on the Property, including the following specified uses. This list is not intended to limit the uses as otherwise permitted by the City's code.

(a) Multifamily development is permitted in the NDC EMXD.

(b) Professional office space is permitted in the LI/BP district.  
CMC 18.07.030 Table 1.

(c) A restaurant is permitted as a secondary use in the LI/BP district.  
CMC 18.07.030 Table 1.

(d) Spas and conference rooms are not expressly listed in Table 18.07.030-1, but may be permitted concurrent with this Development Agreement as accessory uses or unclassified uses.

(e) Open space is permitted in the LI/BP district. CMC 18.07.030 Table 1.

4.2 The Ambiance Project meets the performance standards for the NDC EMXD (CMC 18.20.035) by meeting both the community's employment needs and housing needs:

(a) Over 50 percent of the Ambiance Project's area is to be developed with uses other than housing: professional office, a restaurant, a spa, conference rooms, and open space.

(b) The housing density is approximately 10.8 units per net acre, within the permitted range.



(c) No residential development is located on the ground floor of mixed-use buildings or in stand along buildings along Camas Meadows Drive.

(d) The residential component of the Ambiance Project will occur concurrent with or after the employment component of the development.

(e) The cumulative of all secondary commercial development will have a maximum floor area equal to 25 percent of the gross floor area of the primary and secondary LI/BP uses.

(f) The employment portion of the Ambiance Project will provide a comparable number of employment opportunities per developable acre of employment area as would have occurred under the LI/BP base zone.

5. **Development Standards.** The development standards the City previously approved for Phase II of the Camas Meadows Corporate Center shall control the Ambiance Project. These standards are shown in the table attached as Exhibit "B."

6. **Design Review and Master Plan Approval.** The City's Design Review Committee has determined that the Ambiance Project master plan is generally consistent with the guidelines and principles in Chapter 18.19 CMC. A copy of the master plan is attached as Exhibit "C." Through this Development Agreement, the City approves the master plan as generally consistent with Chapter 18.19 CMC. The City Staff will review and approve the final details of the master plan design for consistency with Chapter 18.19 CMC prior to the issuance of building permits for the Ambiance Project.

7. **Plat Amendments for Camas Meadows Corporate Center.**

7.1 **Phases I and II.** The subdivision of Camas Meadows Corporate Center was preliminarily approved as a phased plat. A portion of the Property is located in the area that was preliminarily approved as Phase I (Lot 8 of Phase I), and no final plat has been recorded for this portion of the Property. Through a minor plat amendment approved concurrent with this Development Agreement (CMC 17.11.050), Lot 8 of Phase I is incorporated into Phase II and will be governed by the Phase II development standards. This incorporation will be memorialized with the recording of the final plat for Phase II.

7.2 **Reconfiguration of Lots.** Through a minor plat amendment approved concurrent with this Development Agreement, the City approves the reconfiguration of the lots as shown in Exhibit "D."





8. Allocation of Transportation Capacity for the Ambiance Project.

8.1 Trips Generated under the North Dwyer Creek Master Plan Approval.

The City previously identified vehicle trips generated from the build-out of property in the North Dwyer Creek subarea. Under the North Dwyer Creek Master Plan and implementing ordinances (SEPA file #05-00-07), development at full build-out would generate 40,200 average daily trips, 6,100 a.m. peak hour trips and 5,000 p.m. peak hour trips.

8.2 Trips Allocated to the Ambiance Project.

As part of the planning process for the Ambiance Project, a trip generation report was completed by H. Lee & Associates to determine the average daily trips and p.m. peak hour trips generated by the development. According to this traffic report, the number of average daily trips is 2,041 and the number of p.m. peak hour trips is 208. Through this Development Agreement, the City allocates for the Ambiance Project transportation capacity consistent with this number of trips for purposes of transportation concurrency. This traffic capacity shall be reserved for the term of this Development Agreement.

8.3 Traffic Mitigation for the Ambiance Project.

The City previously identified transportation improvements to mitigate traffic impacts from the build-out of the property in the North Dwyer Creek subarea. Under the North Dwyer Creek Master Plan and implementing ordinances (SEPA file #05-00-07), development at full build-out would generate the warrants or potential warrants of up to eight (8) intersections. Upon closer examination, it is likely that only three (3) intersection improvements would meet warrants within the term of this Development Agreement. These intersections are: (1) NE Goodwin Road at either NW Friberg or NW Camas Meadows Drive; (2) NW Payne Road and NW Lake Road or the intersection west thereof (as shown in the Dwyer Creek Master Plan); and (3) NW Friberg Road at approximately half-way up from NW Lake Road (also as shown in the North Dwyer Creek Master Plan). The estimated cost of these intersections is \$800,000.00.

The North Dwyer Creek Master Plan and the traffic report submitted by H. Lee & Associates indicate that future development would pay a proportionate share of the costs of needed improvements.

Given the estimated numbers of p.m. peak hour trips generated by the project (208) and the p.m. peak hour trips generated at full build-out (5,000), the project's proportionate share is 4.16 %. Therefore, Long Drive shall pay 4.16 % of the costs of the improvements described in this section, or \$33,280.00, to the City.

9. Impact Fees. Long Drive shall pay the appropriate impact fees, determined at the time of building permit issuance, as required by Camas Municipal Code Chapter 3.88.



- 10. **System Development Charge Credits.** The City shall provide Long Drive with system development charge credits for any and all eligible water and sewer system improvements made by Long Drive, according to the Camas Municipal Code.
- 11. **Impact Fee Credits and Latecomer Fees.** Nothing contained in this Agreement shall preclude Long Drive from receiving impact fee credits to the extent available under the terms of Chapter 3.88 of the Camas Municipal Code and/or latecomer fees pursuant to a latecomer agreement.
- 12. **Vesting.** The parties agree that Long Drive's project on the Property vests as to the permitted uses and development standards described herein as of the time of the execution of this Development Agreement. This Development Agreement and the development standards in this Agreement govern during the term of this Agreement, or for all or that part of the build-out period specified in this Agreement, and may not be subject to an amendment to a zoning ordinance or development standard or regulation adopted after the effective date of the agreement. Any permit or approval issued by the City after the execution of this Development Agreement must be consistent with the Development Agreement. Nothing contained in this Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70B.170 to address issues of public health and safety.
- 13. **Conforming Use.** Notwithstanding any future change in the comprehensive plan or zoning designation for the Property, the City acknowledges and agrees that so long as any future uses of the Property are provided for in Section 4 of this Agreement, such uses shall be and remain conforming uses.
- 14. **Run with the Land.** This Development Agreement shall be binding on the parties' successors and assigns. This Agreement shall be recorded with the Clark County Auditor.
- 15. **Term.** The term of this Development Agreement shall be fifteen (15) years. The parties may mutually agree to extend the term. No City design reviews or land use approvals will expire during the term of this Development Agreement.
- 16. **Attorneys Fees.** In the event a suit, proceeding, arbitration or action of any nature whatsoever is instituted, or the services of any attorney are retained to enforce any term, condition, or covenant of this Development Agreement, or to procure an adjudication, interpretation or determination of the rights of the parties, the prevailing party shall be entitled to recover from the other party, in addition to any award of costs or disbursements provided by statute, reasonable sums as attorney fees and costs and expenses, including paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such suit, proceeding, or action, including appeal, which sum shall be included in any judgment or decree entered







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EXHIBIT "A"

LEGAL DESCRIPTION, PARCEL MAP, AND SURVEY

DEVELOPMENT AGREEMENT  
EXHIBIT "A"

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LAND SURVEYORS  
ENGINEERS

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

LEGAL DESCRIPTION FOR RICK BOWLER  
Camas Meadows Golf Course Parcel

April 14, 2004

A parcel of property lying in a portion of Section 28 and Section 29, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly Southeast corner of Camas Meadows Corporate Center Phase 1, a subdivision recorded in Book 310 of Plats at Page 691, Clark County records, said point being on the South right of way line of Northwest Camas Meadows Drive;

THENCE North 56° 35' 58" East along the Southeasterly line of said Corporate Center 60.00 feet to the North line of NW Camas Meadows Drive, said point being the most Northerly corner of that tract conveyed to City of Camas by deed recorded in Auditor's File No. 3380524, Clark County records said point lying on a 405.00 foot radius curve to the right with a tangent bearing into said curve of South 33° 24' 02" East of this point;

THENCE along the Northeasterly line of said City of Camas tract the following courses and distances:

THENCE around said 405.00 foot radius curve to the right 141.15 feet to the TRUE POINT OF BEGINNING;

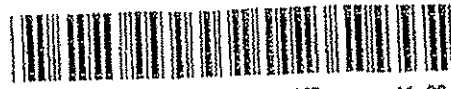
THENCE around said 405.00 foot radius curve to the right 63.00 feet;

THENCE South 04° 31' 09" East 225.73 feet to a 470.00 foot radius curve to the left;

THENCE around said 470.00 foot radius curve to the left 462.68 feet;

THENCE South 60° 55' 20" East 1322.03 feet to the Southwest corner of that tract described as Parcel G in that deed conveyed to Lake Development, Inc., by deed recorded in Auditor's File No. 3465109, Clark County records;

THENCE North 26° 24' 50" East, along the West line of said Parcel G, 238.70 feet;



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Vancouver, WA  
98660

THENCE North 45° 32' 21" West 56.43 feet;

THENCE North 44° 31' 04" West 400.82 feet;

THENCE North 56° 22' 01" West 462.25 feet;

THENCE North 63° 08' 44" West 350.12 feet;

THENCE North 57° 05' 57" West 238.78 feet;

THENCE North 47° 40' 13" West 343.87 feet to a point which bears North 78° 46' 24" East from the TRUE POINT OF BEGINNING;

THENCE South 78° 46' 24" West 57.16 feet to the TRUE POINT OF BEGINNING.

EXCEPT:

A parcel of property lying in a portion of Section 28, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly, Southeast corner of Camas Meadows Corporate Center Phase I, a subdivision recorded in Book 310 of Plats at Page 691, Clark County records, said point being on the South right of way line of Northwest Camas Meadows Drive;

THENCE North 56° 35' 58" East along the Southeasterly line of said Corporate Center 60.00 feet to the North line of NW Camas Meadows Drive, said point being the most Northerly corner of that tract conveyed to the City of Camas by deed recorded in Auditor's File No. 3380524, Clark County records, said point lying on a 405.00 foot radius curve to the right with a tangent bearing into said curve of South 33° 24' 02" East of this point;

THENCE along the Northeasterly line of said City of Camas tract the following courses and distances:

THENCE around said 405.00 foot radius curve to the right 141.15 feet;



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THENCE continuing around said 405.00 foot radius curve to the right 63.00 feet;

THENCE South 04° 31' 09" East 225.73 feet to a 470.00 foot radius curve to the left;

THENCE around said 470.00 foot radius curve to the left 462.68 feet;

THENCE South 60° 55' 20" East 1322.03 feet to the Southwest corner of that tract described as Parcel G in that deed conveyed to Lake Development, Inc., by deed recorded in Auditor's File No. 3465109, Clark County records, said point being the TRUE POINT OF BEGINNING;

THENCE North 26° 24' 50" East, along the West line of said Parcel G, 238.70 feet;

THENCE North 45° 32' 21" West along said West line 56.43 feet;

THENCE North 44° 31' 04" West leaving said West line 78.53 feet;

THENCE South 28° 07' 46" West 275.63 feet to the North line of said City of Camas tract;

THENCE South 60° 55' 20" East along said North line 136.27 feet to the TRUE POINT OF BEGINNING.

Containing 13.80 acres, more or less.



5114/04





LAND SURVEYORS  
ENGINEERS

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

LEGAL DESCRIPTION FOR RICK BOWLER  
Camas Meadows Golf Course 34,000 S.F. Parcel

April 14, 2004

A parcel of property lying in a portion of Section 28, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly, Southeast corner of Camas Meadows Corporate Center Phase 1, a subdivision recorded in Book 310 of Plats at Page 691, Clark County records, said point being on the South right of way line of Northwest Camas Meadows Drive;

THENCE North 56° 35' 58" East along the Southeasterly line of said Corporate Center 60.00 feet to the North line of NW Camas Meadows Drive, said point being the most Northerly corner of that tract conveyed to the City of Camas by deed recorded in Auditor's File No. 3380524, Clark County records, said point lying on a 405.00 foot radius curve to the right with a tangent bearing into said curve of South 33° 24' 02" East of this point;

THENCE along the Northeasterly line of said City of Camas tract the following courses and distances:

THENCE around said 405.00 foot radius curve to the right 141.15 feet;

THENCE continuing around said 405.00 foot radius curve to the right 63.00 feet;

THENCE South 04° 31' 09" East 225.73 feet to a 470.00 foot radius curve to the left;

THENCE around said 470.00 foot radius curve to the left 462.68 feet;

THENCE South 60° 55' 20" East 1322.03 feet to the Southwest corner of that tract described as Parcel G in that deed conveyed to Lake Development, Inc., by deed recorded in Auditor's File No. 3465109, Clark County records, said point being the TRUE POINT OF BEGINNING;

THENCE North 26° 24' 50" East, along the West line of said Parcel G, 238.70 feet;



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41.00 Clark County, WA



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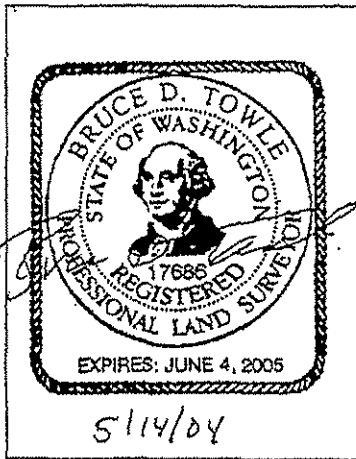
THENCE North 45° 32' 21" West along said West line 56.43 feet;

THENCE North 44° 31' 04" West leaving said West line 78.53 feet;

THENCE South 28° 07' 46" West 275.63 feet to the North line of said City of Camas tract;

THENCE South 60° 55' 20" East along said North line 136.27 feet to the TRUE POINT OF BEGINNING.

Containing 34000 square feet, more or less.







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EXHIBIT "B"

DEVELOPMENT STANDARDS

DEVELOPMENT AGREEMENT  
EXHIBIT "B"

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# Camas Meadows Corporate Center

## Proposed Lot Development Standards

<b>Development Standards</b> Proposed Amendments (PID) CMC 18.54.100	<b>Proposed Standard</b> Tier I lots (< 5 Acres)	<b>Proposed Standard</b> Tier II (> 5.1 Acres)
<b>Lot Standards:</b>		
Minimum Lot Size	2 Acres	5 <del>X</del> Acres
Minimum Average Lot Width	200 Feet	200 Feet
Minimum Average Lot Depth	200 Feet	200 Feet
Minimum Front Yard Setback Parking	40 Feet <sup>1</sup>	50 Feet <sup>1</sup>
Minimum Front Yard Setback Building	40 Feet <sup>2</sup>	50 Feet <sup>2</sup>
Minimum Side Yard Setback	20 Feet <sup>4</sup>	20 Feet <sup>4</sup>
Minimum Rear Yard Setback	10 Feet <sup>5</sup>	10 Feet <sup>5</sup>
Minimum Street Side Yard Setback Parking	20 Feet <sup>1</sup>	20 Feet <sup>1</sup>
Minimum Street Side Yard Setback Building	20 Feet <sup>2</sup>	20 Feet <sup>2</sup>
Minimum Landscape Area	15 %	15 %
<b>Building Standards:</b>		
Lot Coverage	50%	50%
Building Separation	Per UBC	Per UBC
Parking Standards	Per Table 18.54.031C <sup>3</sup>	Per Table 18.54.031C <sup>3</sup>
Height Restrictions Setbacks Increase 1 Foot Horizontal For Each Additional 1 Foot of Vertical Building Elevation Over 60 Feet	60 Feet	60 Feet

1. Front yard setbacks shall be enhanced with a (Type A Landscape Buffer).
2. Any structure regardless of location shall have a minimum 15 foot landscape area along facades facing any street and a minimum 10 foot landscape area on all other building elevations. The landscape area may include live plantings, pedestrian access, pedestrian plazas, fountains, sculpture and signage.
3. The Planning Director may adjust parking requirements to reflect actual parking requirements.
4. Side yard setbacks shall be enhanced with a (Type B or Type C Landscape Buffer)
5. Rear yard setbacks shall be enhanced with a (Type B, Type C or Type D Buffer)

**Note:**

The above standards are proposed to be implemented through the City of Camas Planned Industrial Development Overlay (PID) Ordinance 18.54.100.



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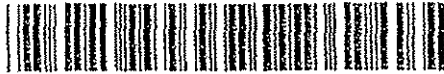
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EXHIBIT "C"

MASTER PLAN

DEVELOPMENT AGREEMENT  
EXHIBIT "C"

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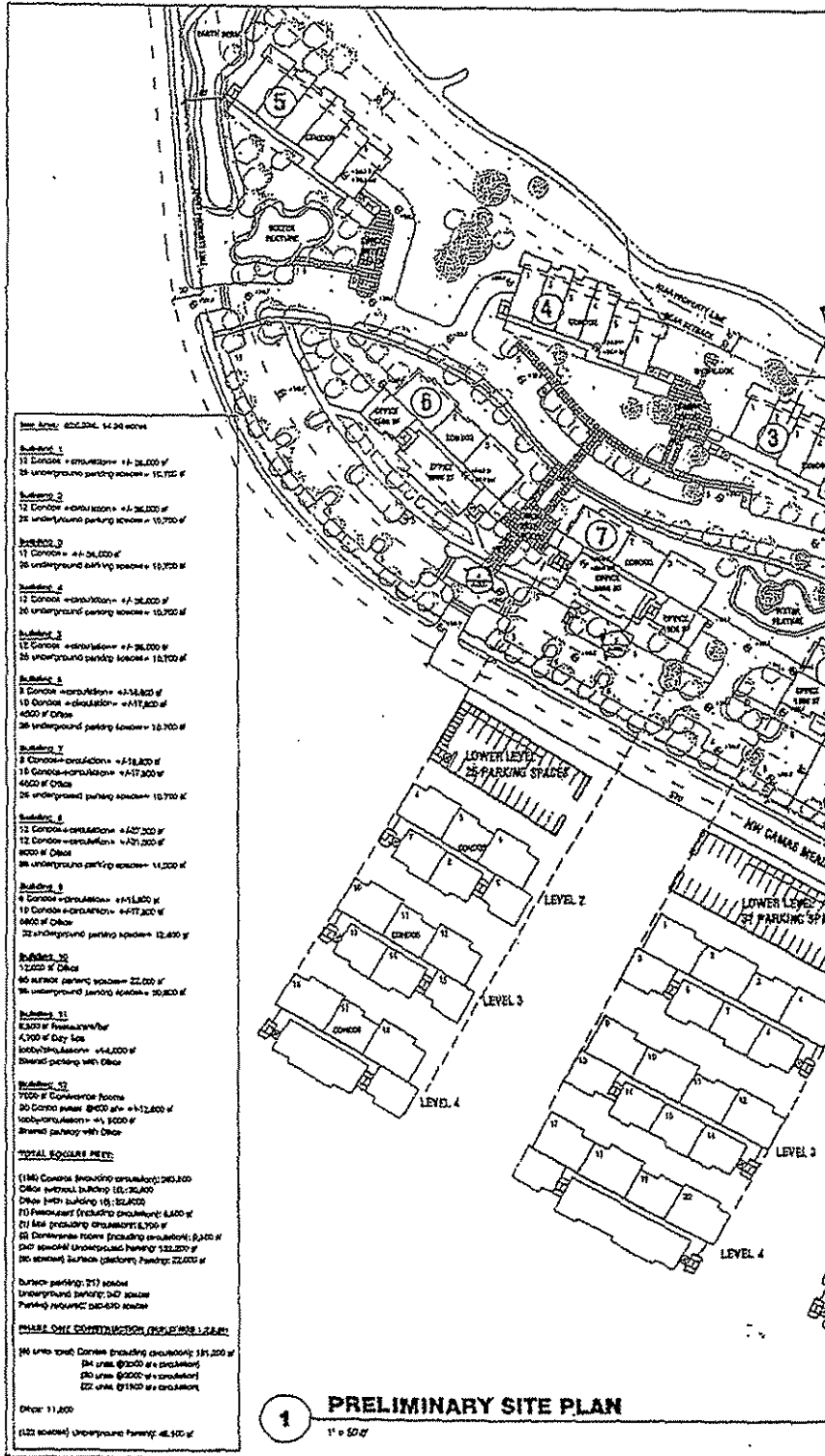
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Clark County, WA

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Site Area: 622,234 sq ft

**Building 1**  
11 Corridor + circulation = 11,200 sq ft  
25 underground parking spaces = 15,750 sq ft

**Building 2**  
12 Corridor + circulation = 11,200 sq ft  
25 underground parking spaces = 15,750 sq ft

**Building 3**  
11 Corridor = 11,200 sq ft  
25 underground parking spaces = 15,750 sq ft

**Building 4**  
12 Corridor + circulation = 11,200 sq ft  
25 underground parking spaces = 15,750 sq ft

**Building 5**  
8 Corridor + circulation = 11,200 sq ft  
10 Corridor + circulation = 11,200 sq ft  
4000 sq Office  
25 underground parking spaces = 15,750 sq ft

**Building 6**  
8 Corridor + circulation = 11,200 sq ft  
10 Corridor + circulation = 11,200 sq ft  
4000 sq Office  
25 underground parking spaces = 15,750 sq ft

**Building 7**  
8 Corridor + circulation = 11,200 sq ft  
10 Corridor + circulation = 11,200 sq ft  
4000 sq Office  
25 underground parking spaces = 15,750 sq ft

**Building 8**  
8 Corridor + circulation = 11,200 sq ft  
10 Corridor + circulation = 11,200 sq ft  
4000 sq Office  
25 underground parking spaces = 15,750 sq ft

**Building 9**  
8 Corridor + circulation = 11,200 sq ft  
10 Corridor + circulation = 11,200 sq ft  
4000 sq Office  
25 underground parking spaces = 15,750 sq ft

**Building 10**  
12,000 sq Office  
60 surface parking spaces = 22,000 sq ft  
25 underground parking spaces = 15,750 sq ft

**Building 11**  
6,000 sq Reception/Bar  
4,700 sq Day Spa  
100,000 sq Storage  
25,000 sq Office  
25,000 sq Office

**Building 12**  
7,000 sq Conference Rooms  
20 Corridor + circulation = 11,200 sq ft  
10,000 sq Office  
25,000 sq Office

**TOTAL SQUARE FEET:**  
1180 Corridor + circulation: 262,800  
Office within building: 10,200,000  
Office with building: 10,200,000  
70 Reception (including circulation): 6,000 sq ft  
70 Mail processing: 4,700 sq ft  
100 Conference rooms (including circulation): 7,000 sq ft  
250,000 sq Office  
250,000 sq Office  
250,000 sq Office

**PHASE ONE CONSTRUCTION (2004/2005/2006)**  
250 sq ft Corridor + circulation: 11,200 sq ft  
250 sq ft Office: 10,200,000 sq ft  
250 sq ft Office: 10,200,000 sq ft  
250 sq ft Office: 10,200,000 sq ft

Office: 11,200  
122,000 sq ft underground parking: 48,400 sq ft

# 1 PRELIMINARY SITE PLAN

1" = 50'









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Clark County, WA

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EXHIBIT "D"

LOT RECONFIGURATION

DEVELOPMENT AGREEMENT  
EXHIBIT "D"

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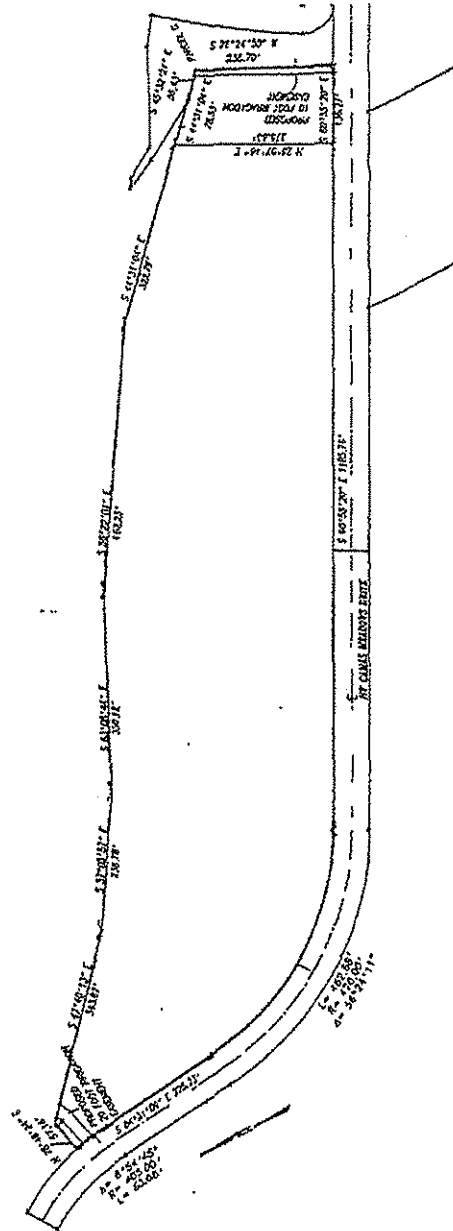
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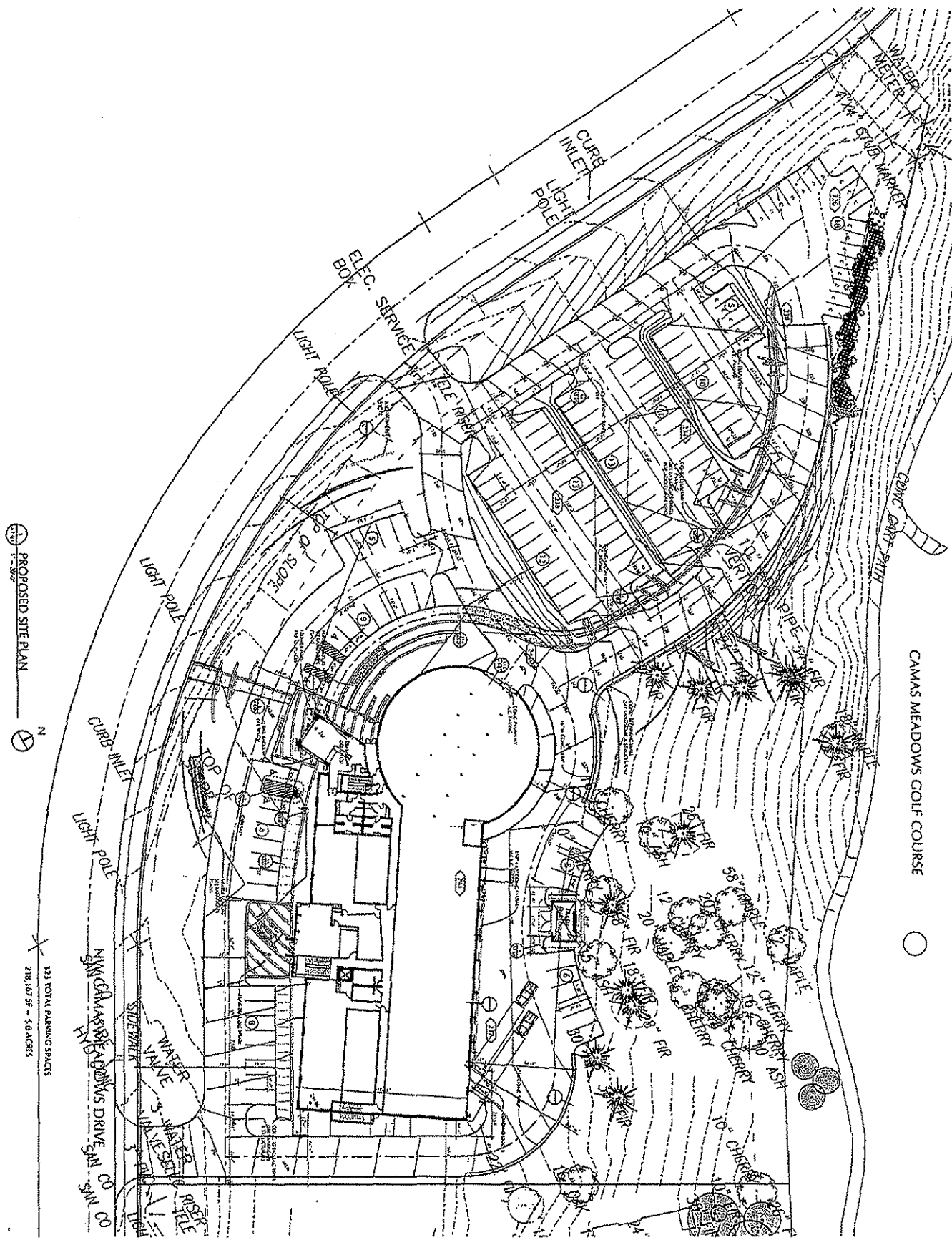
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41.00 Clark County, WA



# Exhibit "C"

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 12/10/10



PROPOSED SITE PLAN  
 N

133 TOTAL PARKING SPACES  
 218,107 SF - 50.4 ACRES

A1.01

PROPOSED SITE PLAN

NO.	DESCRIPTION	DATE
1	PRELIMINARY	12/10/10
2	REVISED	12/10/10
3	REVISED	12/10/10
4	REVISED	12/10/10
5	REVISED	12/10/10
6	REVISED	12/10/10
7	REVISED	12/10/10
8	REVISED	12/10/10
9	REVISED	12/10/10
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AlphaTec Office & Manufacturing Building  
 CAMAS MEADOWS DRIVE  
 CAMAS, WASHINGTON 98607

ANKROM MOISAN  
 ARCHITECTURE INTERIORS PLANNING  
 PORTLAND 4750 TRANSCENTRAL BOULEVARD, SUITE 200, SEASIDE, OR 97138  
 HOUSTON 4720 TRANSCENTRAL BOULEVARD, SUITE 200, SEASIDE, OR 97138  
 BOSTON 100 BOSTON STREET, SUITE 400, BOSTON, MA 02110

## Exhibit "D"

### Mitigation Conditions:

1. Site improvement plans shall be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.
2. A Final Stormwater Report shall be submitted at the time of final site improvement plan submittal for review and approval.
3. Prior to final construction plan approval the applicant shall provide a use authorization agreement from the owner of the offsite stormwater facility that allows the applicant to direct stormwater flows to the existing off-site private stormwater facility or provide alternative stormwater facilities acceptable to the city.
4. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer's estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.
5. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved development in accordance with CMC 17.19.030 (I) & (J). The City will supply the list of required signs, markings and barriers at the time paving is scheduled.
6. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the Public Works Department and DAHP.
7. Final as-built construction drawing submittals shall meet the requirements of the Camas Design Standards Manual.
8. Fugitive emissions associated with construction must be controlled at the excavation site, during transportation of excavated material, and at any disposal site. During dry weather months, the contractor shall provide a dust control plan and utilize best practices in reducing impacts from dust.

9. The use of equipment and activities producing intermittent or repetitive noise commonly associated with site improvements and construction shall not occur: a) Before 7 a.m. or after 7 p.m. Monday through Friday; b) Before 7 a.m. or after 5 p.m. on Saturdays; and, c) Anytime on Sundays or the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

RESOLUTION NO. 1258

A RESOLUTION approving a Development Agreement between the City of Camas and Vanport Manufacturing Inc..

WHEREAS, Vanport Manufacturing Inc. is owner of certain real property located within the City of Camas (hereinafter referred to as "Vanport"); and

WHEREAS, the City of Camas and Vanport have negotiated a Development Agreement; and

WHEREAS, the Development Agreement sets forth certain development standards that will govern the development of the property; and

WHEREAS, the City Council has conducted a public hearing, as required by law, on the proposed Development Agreement, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council finds that the Development Agreement has been reviewed by the Director of Community Development and has been found to meet all applicable planning requirements; and

WHEREAS, the City Council desires to approve the Development Agreement;

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

Section I

That certain Development Agreement between the City of Camas and Vanport, relating to certain real property located with the City's municipal boundary, is hereby approved, and the Mayor is authorized and instructed to sign the Development Agreement on behalf of the City.

Section II

The Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70(B).190.

ADOPTED by the Council of the City of Camas and approved by the Mayor this 22<sup>nd</sup> day of January, 2013.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 1259

A RESOLUTION approving a Development Agreement between the City of Camas and Pedwar Development Group LLC.

WHEREAS, Pedwar Development Group LLC is owner of certain real property located within the City of Camas (hereinafter referred to as "Pedwar"); and

WHEREAS, the City of Camas and Pedwar have negotiated a Development Agreement; and

WHEREAS, the Development Agreement sets forth certain development standards that will govern the development of the property; and

WHEREAS, the City Council has conducted a public hearing, as required by law, on the proposed Development Agreement, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council finds that the Development Agreement has been reviewed by the Director of Community Development and has been found to meet all applicable planning requirements; and

WHEREAS, the City Council desires to approve the Development Agreement;

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

Section I

That certain Development Agreement between the City of Camas and Pedwar, relating to certain real property located within the City's municipal boundary, is hereby approved, and the Mayor is authorized and instructed to sign the Development Agreement on behalf of the City.

Section II

The Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70(B).190.

ADOPTED by the Council of the City of Camas and approved by the Mayor this 22<sup>nd</sup> day of January, 2013.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney



ORDINANCE NO. 2672

AN ORDINANCE amending Section 18.05.020 by revising the designation of zoning districts; amending Section 18.07.030 Table I by revising the commercial, industrial and high technology land uses table; amending Section 18.09.030 Table I by revising density and dimensions for commercial and industrial zones; and adding a new Chapter 18.37 establishing a business park zoning district and regulations pertaining thereto.

The Council of the City of Camas do ordain as follows:

Section I

Section 18.05.020 of the Camas Municipal Code is amended as set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

Section II

Section 18.07.030 Table I of the Camas Municipal Code is amended as set forth in Exhibit "B" attached hereto and by this reference incorporated herein.

Section III

Section 18.09.030 Table I of the Camas Municipal Code is amended as set forth in Exhibit "C" attached hereto and by this reference incorporated herein.

Section IV

There is hereby added to the Camas Municipal Code a new Chapter 18.37 Business Park as is set forth in Exhibit "D" attached hereto and by this reference incorporated herein.

Section V

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

PASSED BY the Council and APPROVED by the Mayor this \_\_\_\_ day of January, 2013.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

**CMC Chapter 18.05 Zoning Map and Districts**

*Section 18.05.020 Districts designated.*

For the purposes of the Code, the city is divided into zoning districts designated as follows:

District	Symbol	Comprehensive Plan Designation
Residential 20,000	R-20	Single-family Low
Residential 15,000	R-15	Single-family Low
Residential 12,000	R-12	Single-family Medium
Residential 10,000	R-10	Single-family Medium
Residential 7,500	R-7.5	Single-family Medium
Residential 6,000	R-6	Single-family High
Residential 5,000	R-5	Single-family High
Multi-family-10	MF-10	Multi-family Low
Multi-family-18	MF-18	Multi-family High
Multi-family-24	MF-24	Multi-family High
Neighborhood Commercial	NC	Commercial
Community Commercial	CC	Commercial
Regional Commercial	RC	Commercial
Mixed Use	MX	Commercial
Downtown Commercial	DC	Commercial
Light Industrial	LI	Industrial
Heavy Industrial	HI	Industrial
Business Park	BP	Industrial
Light Industrial/Business Park	LI/BP	Light Industrial/Business Park

**CMC Chapter 18.07 Use Authorization**

*Section 18.07.030 Table 1- Commercial, Industrial and high technology land uses.*

**KEY: P = Permitted Use C = Conditional Use X = Prohibited Use T = Temporary Use**

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
<b>Commercial Uses</b>									
Animal kennel, commercial/ boarding <sup>6</sup>	X	X	X	C	X	C	X	X	X
Animal shelter <sup>6</sup>	X	X	X	C	X	C	X	C	P
Antique shop <sup>6</sup>	P	P	P	P	P	C	X	X	P
Appliance sales and service <sup>6</sup>	X	P	P	P	P	P	X	C	P
Automatic teller machines (ATM) <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P
Automobile repair (garage) <sup>6</sup>	X	P	C	P	X	P	X	P	P
Automobile sales, new or used <sup>6</sup>	X	P	X	P	X	P	X	P	P
Automobile service station <sup>6</sup>	X	P	C	P	X	P	X	P	P
Automobile wrecking <sup>6</sup>	X	X	X	X	X	X	X	X	C
Bakery (wholesale) <sup>6</sup>	X	X	X	P	X	P	P <sup>5</sup>	P	P
Bakery (retail) <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P
Banks, savings and loan	X	P	P	P	P	P	P <sup>5</sup>	P	P
Barber and beauty shops <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P
Boat building <sup>6</sup>	X	X	X	C	X	C	X	C	P
Boat repair and sales <sup>6</sup>	X	P	X	P	X	P	X	P	P
Book store <sup>6</sup>	C	P	P	P	P	P	P <sup>5</sup>	P	P
Bowling alley/billiards <sup>6</sup>	X	P	X	P	P	P	X	P	P
Building, hardware and garden supply store <sup>6</sup>	X	P	C	P	P	P	X	P	P
Bus station <sup>6</sup>	X	C	C	P	C	P	X	P	P
Cabinet and carpentry shop <sup>6</sup>	X	P	C	P	C	P	P <sup>5</sup>	P	P
Candy, confectionery store <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P
Cart vendors <sup>6</sup>	C	P	C	P	C	P	P <sup>5</sup>	P	P
Cemetery <sup>6</sup>	X	X	X	C	X	X	X	C	P
Clothing store <sup>6</sup>	C	P	P	P	P	P	X	P	P
Coffee shop or cafe <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P
Convention center <sup>6</sup>	X	P	X	C	C	P	P	C	X
Day care center <sup>6</sup>	C	P	P	C	P	C	P <sup>5</sup>	C	C
Day care, adult	P	P	P	P	P	P	P	P	P
Day care, family home <sup>6</sup>	P	P	P	P	P	X	P <sup>5</sup>	P	X
Day care, mini-center <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	X
Delicatessen (deli) <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P
Department store <sup>6</sup>	X	P	C	P	P	P	X	P	X

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Equipment rental <sup>6</sup>	C	P	C	C	C	P	P <sup>5</sup>	P	P
Event center	X	P	C	P	C	P	P	P	P
Feed store <sup>6</sup>	X	X	X	P	X	C	X	P	P
Fitness center/sports club <sup>6</sup>	X	P	P	P	P	P	P <sup>5</sup>	P	P
Funeral home <sup>6</sup>	X	P	C	P	P	X	X	X	X
Florist shop <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	X
Food delivery business <sup>6</sup>	X	P	C	P	C	P	X	P	X
Furniture repair; upholstery <sup>6</sup>	X	P	C	P	P	P	X	P	P
Furniture store <sup>6</sup>	X	P	C	P	P	P	X	P	X
Gas/fuel station <sup>6</sup>	X	P	C	P	X	P	X	P	P
Gas/fuel station with mini market <sup>6</sup>	X	P	C	P	X	P	X	P	P
Grocery, large scale <sup>6</sup>	X	P	C	P	P	C <sup>8</sup>	X	P	P
Grocery, small scale <sup>6</sup>	P	P	C	P	P	P	X	P	P
Grocery, neighborhood scale <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	X
Hospital, emergency care <sup>6</sup>	X	C	P	P	P	P	X	P	X
Hotel, motel <sup>6</sup>	X	C	C	P	P	P	X	P	X
Household appliance repair <sup>6</sup>	X	P	C	P	P	P	X	P	P
Industrial supplies store <sup>6</sup>	X	P	X	C	C	C	X	C	P
Laundry/dry cleaning (industrial)	X	X	X	P	X	X	X	P	P
Laundry/dry cleaning (retail) <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P
Laundry (self-serve)	P	P	P	P	P	P	X	P	P
Liquor store <sup>6</sup>	X	P	C	P	C	C	X	C	C
Machine shop <sup>6</sup>	X	X	C	C	C	C	P <sup>5</sup>	C	P
Medical or dental clinics (outpatient) <sup>6</sup>	C	P	P	P	P	P	P <sup>5</sup>	P	P
Mini-storage/vehicular storage <sup>6</sup>	X	X	C	C	X	P	X	P	P
Manufactured home sales lot <sup>6</sup>	X	X	X	P	X	X	X	P	P
Newspaper printing plant <sup>6</sup>	X	P	C	C	X	X	X	P	P
Nursery, plant <sup>6</sup>	X	P	C	C	C	C	X	C	P
Nursing, rest, convalescent, retirement home <sup>6</sup>	C	P	P	P	P	X	X	X	X
Office supply store <sup>6</sup>	X	P	P	P	P	X	P <sup>5</sup>	P	P
Pawnshop <sup>6</sup>	X	X	X	X	X	X	X	C	C
Parcel freight depots <sup>6</sup>	X	P	X	P	X	P	P <sup>5</sup>	P	P
Pet shops <sup>6</sup>	X	P	P	P	P	P	X	P	C
Pharmacy <sup>6</sup>	X	P	P	P	P	P	P <sup>5</sup>	P	P
Photographic/electronics store <sup>6</sup>	X	P	P	P	P	P	P <sup>5</sup>	P	P
Plumbing, or mechanical service <sup>6</sup>	X	X	X	P	C	P	X	P	P
Printing, binding, blue printing <sup>6</sup>	C	P	P	P	P	P	P <sup>5</sup>	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Professional office(s) <sup>6</sup>	C	P	P	P	P	P	P	P	P
Public agency <sup>6</sup>	C	P	P	P	P	P	P	P	P
Real estate office <sup>6</sup>	C	P	P	P	P	P	T	P	P
Recycling center <sup>6</sup>	X	X	X	X	X	X	X	P	P
Recycling collection point <sup>6</sup>	T or C	P	T or C	T or C	C	C	P <sup>5</sup>	P	P
Recycling plant <sup>6</sup>	X	X	X	X	X	X	X	C	P
Research facility <sup>6</sup>	X	P	C	C	X	P	P	P	P
Restaurant <sup>6</sup>	C	P	P	P	C	P	P <sup>5</sup>	P	P
Restaurant, fast food <sup>6</sup>	X	P	C	P	C	P	P <sup>5</sup>	P	P
Roadside produce stand <sup>6</sup>	T	T	T	T	C	X	T	T	T
Sand, soil, gravel sales and storage <sup>6</sup>	X	X	X	X	X	X	X	C	P
Second-hand/consignment store <sup>6</sup>	C	P	P	P	P	P	X	P	P
Sexually Oriented Business <sup>1,5</sup>	X	X	X	X	X	X	P	X	X
Shoe repair and sales <sup>6</sup>	P	P	P	P	P	P	X	P	P
Stock broker, brokerage firm	P	P	P	P	P	P	P	P	P
Specialty goods production (e.g. brew pub)	P	P	P	P	P	P	P	P	P
Taverns <sup>6</sup>	X	P	C	P	C	P	X	P	P
Theater, except drive-in <sup>6</sup>	X	P	C	P	P	P	X	P	P
Truck terminals <sup>6</sup>	X	C	X	C	X	X	X	C	P
Veterinary clinic <sup>6</sup>	X	P	C	P	P	P	X	P	P
Video rental store <sup>6</sup>	P	P	P	P	P	P	X	P	X
Warehousing, wholesale and trade <sup>6</sup>	X	X	X	C	C	P	P <sup>5</sup>	P	P
Warehousing, bulk retail <sup>6</sup>	X	X	X	C	C	X	X	P	P
Manufacturing and/or processing of the following:									
Cotton, wool, other fibrous material	X	X	X	X	X	P	X	P	P
Food production or treatment	X	X	X	C	C	P	X	P	C
Foundry	X	X	X	X	X	X	X	C	C
Furniture manufacturing	X	P	X	X	C	C	X	P	P
Gas, all kinds (natural, liquefied)	X	X	X	X	X	X	X	X	C
Gravel pits/rock quarries	X	X	X	X	X	X	X	C	P
Hazardous waste treatment—off-site	X	X	X	X	X	X	X	X	P
Hazardous waste treatment—on-site	X	X	X	X	X	X	X	X	P
Junkyard/wrecking yard	X	X	X	X	X	X	X	X	C
Metal fabrication and assembly	X	X	X	X	X	C	X	X	P
Hazardous waste treatment—	X	X	X	X	X	X	X	X	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
on-site									
Paper, pulp or related products	X	X	X	X	X	X	X	X	P
Signs or other advertising structures	X	X	X	C	C	C	P	C	P
Electronic equipment	X	P	X	X	X	X	P	P	P
Industrial Uses									
High-tech industry	X	P	X	X	P	P	P <sup>2</sup>	X	X
Manufacturing of miscellaneous goods (e.g. musical instruments, toys, vehicle parts)	X	X	X	X	C	X	X	P	P
Optical goods	X	C	C	C	C	P	P <sup>5</sup>	P	P
Packaging of prepared materials	X	X	C	P	C	C	P <sup>5</sup>	C	P
Scientific and precision instruments	X	P	X	X	X	P	P	P	P
Recreational, Religious, Cultural Uses									
Auditorium <sup>6</sup>	C	P	P	P	P	P	X	P	P
Community club <sup>6</sup>	C	P	P	P	P	P	X	P	P
Church <sup>6</sup>	P	P	P	P	P	P	X	P	P
Golf course/driving range <sup>6</sup>	P	X	P	P	X	P	P <sup>5</sup>	P	P
Library <sup>6</sup>	C	P	P	P	P	P	X	P	P
Museum <sup>6</sup>	C	P	P	P	P	P	X	P	P
Recreational vehicle park <sup>6</sup>	X	X	X	C	X	X	X	P	P
Open space <sup>6</sup>	P	P	P	P	P	P	P	P	P
Park or playground	P	P	P	P	P	P	P	P	P
Sports fields <sup>6</sup>	C	X	P	P	P	P	X	P	P
Trails	P	P	P	P	P	P	P	P	P
Educational Uses									
College/university <sup>6</sup>	P	P	P	P	P	P	X	P	P
Elementary school <sup>6</sup>	P	P	P	P	P	P	X	P	P
Junior or senior high school <sup>6</sup>	P	P	P	P	P	P	X	P	P
Private, public or parochial school <sup>6</sup>	P	P	P	P	P	P	X	P	P
Trade, technical or business college <sup>6</sup>	P	P	P	P	P	P	P	P	P
Residential Uses									
Adult family home	C	P	P	X	P	X	X	P	X
Assisted living	C	P	P	X	P	X	X	X	X
Bed and breakfast	P	P	P	X	P	X	X	P	X
Designated manufactured home	X	X	X	X	P	X	X	X	X
Duplex or two-family dwelling	X	C/P <sup>7</sup>	X	X	P	X	X	P	X

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Group home	C	P	P	X	P	X	X	P	X
Home occupation	P	P	P	X	P	X	X	P	X
Housing for the disabled	P	P	P	X	P	X	X	X	X
Apartment	X	P	X	X	P	X	X	P	X
Residence accessory to and connected with a business	P	P	P	X	P	X	X	P	X
Single-family attached (e.g. rowhouses)	X	C/P <sup>7</sup>	X	X	P	X	X	X	X
Single-family dwelling	X	X	X	X	P	X	X	X	X
Communication, Utilities and Facilities									
Major telecommunication facility <sup>6</sup>	X	X	X	X	X	X	X	X	C
Minor telecommunication facility	P	P	P	P	P	P	P	C	P
Wireless communications facility <sup>3,6</sup>									
Facilities, minor public	P	P	P	P	C	P	P	C	P
Facility, essential <sup>6</sup>	X	X	C	C	C	C	P	C	C
Railroad tracks and facilities <sup>6</sup>	C	X	C	C	C	X	X	C	C
Temporary Uses									
Temporary sales office for a development <sup>4</sup>	T	T	T	T	T	T	T	T	T

Notes:

1. See CMC Chapter 5.36 Sexually Oriented Businesses for additional regulations for siting sexually oriented business facilities.
2. Similar uses are permitted in the zone district only at the discretion of the community development director or designee.
3. See CMC Chapter 18.35 "Telecommunication Ordinance" for wireless communication uses permitted according to the zone district.
4. See CMC Chapter 18.47 "Temporary Uses" for additional regulations.
5. See secondary use provisions of LI/BP zone.
6. See CMC Chapter 18.19 "Design Review" for additional regulations. CMC Chapter 18.19 is not applicable to development in the LI/BP zone.
7. Residential uses may be outright permitted if part of a mixed use building, where residential use is not located on the ground level; otherwise it shall be a conditional use.
8. If grocery store is less than 100,000 square feet then use is outright permitted. If 100,000 square feet or over then a conditional use permit is required.

**CMC Chapter 18.09 Density and Dimensions**

*Section 18.09.030 - Table 1—Density and dimensions for commercial and industrial zones.*

	NC	DC	CC	RC	MX	LI	BP	HI	LI/BP <sup>Note 4</sup>
<b>Bulk Regulations</b>									
Minimum lot area (square feet)	5,000	Note 1	Note 1	Note 1	1,800	10,000	½ acre	Note 1	10 acres
Minimum lot width (feet)	40	Note 1	Note 1	Note 1	Note 1	100	100	Note 1	Not specified
Maximum <sup>2</sup> Minimum lot depth (feet)	40	Note 1	Note 1	Note 1	Note 1	Note 1	100	Note 1	Not specified
<b>Setbacks</b>									
Minimum front yard (feet) <sup>Note 3</sup>	15	Note 5	Note 5	Note 5	Note 6	Not specified	15	Note 1	5' per 1 foot of building height (200' minimum)
Minimum side yard (feet)	Note 1 10 <sup>Note 2</sup>	Note 1	Note 1	Note 1	Note 1	15' or 25' if abutting a residential area	15	Note 1	100' for building; 25' for parking
Minimum rear yard (feet)	Note 1	Note 1	Note 1	Note 1	Note 1	25'	50	Note 1	100' for building; 25' for parking area
<b>Lot Coverage</b>									
Lot coverage (percentage)	85%	Note 1	Note 1	Note 1	Note 1	70%	50%	Note 1	1 story (30%) 2 stories (40%) 3 stories (45%)
<b>Building Height</b>									
Maximum building height (feet)	2.5 stories ; or 35	Note 1	Note 1	Note 1	Note 1	acre or less: 35' 1 to 2 acres: 45' 2 acres or more: 60'	Note 1	Note 1	60

Notes:

1. No limitation.
2. If along a flanking street of corner lot.
3. On corner parcels, (parcels bordered by two or more streets), the setback requirements shall be the same for all street frontages. Front setback restrictions shall apply.
4. The densities and dimensions in the LI/BP zone may be reduced under a planned industrial development. See Chapters 18.20 North Dwyer Creek Residential Overlay and 18.21 Light Industrial/Business Park.
5. Residential dwelling units shall satisfy the setbacks of CMC Section 18.09.040 Table 2, based on comparable lot size.
6. Maximum setback at front building line is ten feet.

\* Note: This is a correction to a Scribner's error.



### Chapter 18.37 Business Park

Sections:

- 18.37.010 Purpose
- 18.37.020 Permit Process
- 18.37.030 Architectural design standards
- 18.37.040 Landscaping standards
- 18.37.050 Subsequent permits and minor adjustments
- 18.37.060 Expiration of business park approval

#### 18.37.010 Purpose

The Business Park (BP) district is intended to provide for employment growth in the city by protecting industrial areas for future employment. Design of business park facilities in this district will be "campus-style," with landscaped buffers, and architectural features compatible with, and not offensive to, surrounding uses.

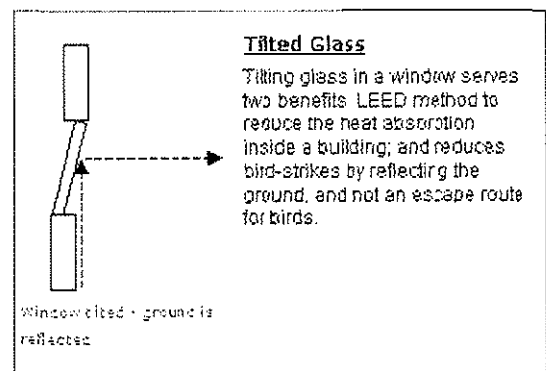
#### 18.37.020 Permit Process

- A. In addition to the Site Plan permit requirements of Chapter 18.18 Site Plan, any person desiring to establish or significantly modify a use on land zoned BP shall also address the applicable provisions of this chapter.
- B. Design Review is required pursuant to CMC Chapter 18.19 Design Review. The design review committee recommendations shall be based on the architectural design standards specific to this chapter.

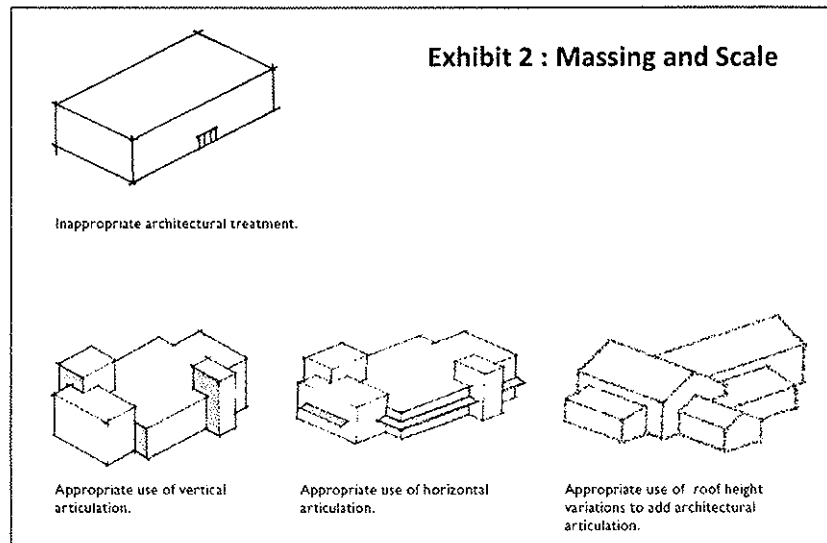
#### 18.37.030 Architectural design standards

- A. Building height, setbacks and lot coverage shall be as set forth in Section 18.09.030 Table 1.
- B. Parking. Parking shall be provided as per CMC Chapter 18.11 Parking of this title.
- C. Building materials
  - a. A minimum of 75% of the walls visible to the right-of-way (excluding glass) shall be indigenous such as cedar, wood logs, brick, stone, rusticated block or comparable modular masonry are preferred. New materials that convey the texture, scale, color and finish similar to these natural products will be considered where appropriate. Large blank walls facing the right of way are prohibited.
  - b. Secondary materials such as metal siding may be used as accents and may compose 25% of the walls visible from the right-of-way (excluding glass).
  - c. Prefabricated metal buildings or structures are not permitted.
  - d. Glare Reduction. All glazing must be low-reflective. Given the city's location near airports and within the Pacific Flyway, the use of tinted glass, tilted glass or other bird-friendly glazing methods (See Exhibit 1) are preferred.
  - e. Use muted earth tone colors for building and roof materials.
    - i. Bright colors are only appropriate for accents.
    - ii. A minimum of 75% of the exterior walls seen from the public right of way shall have muted tones.

Exhibit 1: Tilted glass



- D. Building massing and scale (See Exhibit 2)
- Provide a human scale to the primary entrance.
  - Express the position of each floor in the external design of the building by changing materials between floors, or use an expression line, or articulate structural elements.
  - Avoid large panelized products or extensive featureless surfaces.
- E. Roof form. Incorporate at least two of the following features to add architectural articulation:
- A flat roof with a parapet that screens rooftop equipment from view;
  - A cornice or molding to define the top of a parapet;
  - Overhanging eaves;
  - Sloping roofs with a minimum pitch of 4:12; and/or
  - Multiple roof planes
- F. All vents, flues, or other protrusions through the roof, less than sixteen inches in diameter need not be screened from view, but must be painted or treated to blend with the color of the background. All such vents, flues, or other protrusions through the roof, more than sixteen inches in diameter shall be considered mechanical equipment and shall be screened from view.
- G. Refuse/Storage. Refuse areas and service/storage areas are to be located under cover, and/or not visible from the public right-of-way or adjacent properties.
- H. Fencing heights may exceed those specified at CMC Chapter 18.18 - Supplemental Development Standards as follows. A wrought-iron fence, vinyl-coated chain link, masonry, stone or a combination, may be up to six feet high along the front property line or within the front yard setback.
- I. Security fencing shall be compatible with landscaping of the entire site. Evergreen plant material will be located adjacent to security fencing, and shall provide a vegetative screen when mature.
- J. Lighting. Lighting shall be directed to the interior of the site, and shielded from adjacent properties. Building lighting is to be concealed and indirect.



### 18.37.040 Landscaping standards

In addition to the landscaping requirements of CMC Chapter 18.13 Landscaping of this title, all proposed development in this zone shall generally comply with the following standards. Variations may be considered by the Design Review Committee and authorized by the approval authority where reasonable factors such as topography or other site constraints will make strict compliance unreasonable.

- The entire street frontage will receive landscaping of trees, shrubs, and ground cover plants that will create a unifying effect throughout the area. Tree groupings shall be located for interest and variety. Generally, landscape frontage shall be a minimum of 15-foot deep. Landscaping buffers shall also be placed along both sides of driveways for their full length.
- Curvilinear design is encouraged to create interest and variety.

- C. Native species of plants should be maintained where possible. Landscaping that includes features to attract native wildlife (birds, chipmunks, bees, butterflies, etc.) is encouraged and may offset other landscaping requirements of this chapter. (Refer to the Washington State Department of Fish and Wildlife for guidance at <http://wdfw.wa.gov/living/landscaping/>)
- D. Foundation Planting. Landscaped areas shall be planted and maintained within 10-feet of the building, excluding loading dock areas and those areas not within view of the public right of way.
- E. Stormwater management facilities may be incorporated into the required landscape buffers if they are designed in compliance with Chapter 14.02 Stormwater Management.
- F. Permeable paving (where feasible) may count toward a portion of the required landscaping.
- G. Lawns are discouraged in the BP district given that they require a lot of water to stay green and healthy. Lawns, if proposed, must consist of drought-tolerant grasses.
- H. Areas used for storage, loading, etc., which would make landscaping inappropriate or superfluous will not require landscaping. Those areas have their own requirements for screening. Walls and fences that extend out from the main structure for purposes of screening shall also have a minimum of ten feet of landscape strip adjacent to the exterior facing side of the wall.
- I. Large site areas that are intended to remain undeveloped shall be improved with landscape materials that relate to the natural environment and the particular site. Tree clusters, mounding and native undergrowth, combined with employee recreational uses should result in an esthetically pleasing effect.

**18.37.050 Subsequent permits and minor amendments**

- A. Applications for subsequent permits or minor amendments shall be approved only when substantially in conformance with the approved development plan.
- B. The subsequent application shall be considered substantially in conformance with the approved final plan when the proposal:
  - 1. Is within the scope and intent of the final plan;
  - 2. Is of a similar size and scale and does not increase environmental impacts from those identified during the initial site plan review decision;
  - 3. Does not reduce overall acreage identified as dedicated public areas, open space or buffering areas;
  - 4. Does not propose to modify any development standard of Titles 17 and 18.
- C. A decision as to whether the subsequent application is substantially in conformance with the approved site plan shall be processed as a Type I permit pursuant to Chapter 18.55.
- D. A determination of consistency with the final plan shall not exempt the subsequent application from the necessity of obtaining any other required local, state, federal permits, or compliance with any other applicable requirements.

**18.37.060 Expiration of business park approval**

Site plan approval within the business park zone shall expire and become void unless substantial construction is commenced within five (5) years of the date of approval of the final plan, or within a longer period if specifically authorized in a phasing plan; provided, such time periods shall be tolled during the pendency of any litigation related to the project that prevents the applicant from commencing or completing such construction; and further provided, that prior to the expiration of the approval, an applicant may apply directly to the Community Development Director (director) for one or more extensions not to exceed one year each. The director shall approve such extension or extensions upon a finding of good cause.

RESOLUTION NO. 1260

A RESOLUTION authorizing the Friberg Street Construction Fund to borrow \$90,000.00 from the Firemen's Pension Fund, and providing for the repayment of said loan within 90 days with interest on the declining balance at the rate of ½ % per annum.

WHEREAS, the City has contracted for design services in conjunction with the improvement of Friberg Street; and

WHEREAS, the estimated cost of the design cost is \$90,000.00, which is a budgeted item; and

WHEREAS, the design costs will be paid from the proceeds of a Federal Highway Grant; and

WHEREAS, the design costs have been incurred and there has been a delay in receiving the grant funds; and

WHEREAS, there are sufficient funds available in the Firemen's Pension Fund to loan to the Friberg Street Construction Fund for such expenditure,

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

SECTION I

The Friberg Street Construction Fund is hereby authorized to borrow the amount of \$90,000.00 from the Firemen's Pension Fund to pay for design costs in conjunction with the Friberg street improvement.

SECTION II

The loan plus accrued interest shall be repaid within 90 days or upon receipt of the grant proceeds from the Federal Highway Grant, whichever shall first occur.

SECTION III

The unpaid balance shall bear interest at the rate of ½ % per annum. There shall be no penalty for prepayment of all or part of the loan.

ADOPTED at a regular Council meeting this \_\_\_\_ day of January 2013.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 1261

A RESOLUTION providing for reimbursement to the General Fund from the proceeds of a financing contract entered into with the State Treasurer's Office for HVAC projects at the police facility and the library.

WHEREAS, the City will incur expenses for upgrades to the HVAC systems at the police facility and the library, and

WHEREAS, the City has entered into a financing contract with the State Treasurer for the cost of the HVAC improvements, and

WHEREAS, the City will incur expenses related to the HVAC project before the proceeds of the financing agreement with the State Treasurer are available, and

WHEREAS, there are sufficient unappropriated monies in the general fund to pay for such expenditure pending reimbursement from the financing contract proceeds,

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CAMAS DO RESOLVE AS FOLLOWS:

SECTION I

The City of Camas (the "local agency") reasonably expects to reimburse the HVAC expenditures described above with the proceeds of a financing contract to be entered into by the local agency and the State Treasurer (the "reimbursement obligation").

SECTION II

The expenditures with respect to which the local agency reasonably expects to be reimbursed from the proceeds of the reimbursement obligations are for the installation of a new HVAC system at the police facility and an upgrade to the HVAC system at the library.

SECTION III

The expenditures with respect to which the local agency reasonably expects to be reimbursed from the proceeds of the reimbursement obligations will be made from the General Fund.

SECTION IV

The maximum principal amount of the reimbursement obligations expected to be issued for the property described in Section II is \$500,000.00.

ADOPTED at a regular meeting of the Council of the City of Camas this \_\_\_\_\_ day of January, 2013.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney