



**CITY COUNCIL MEETING AGENDA**  
**Monday, January 7, 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 December 17, 2012, Camas City Council Meeting, the work session minutes of December 17, 2012, and the Special Meeting minutes of December 13, 2012
- B. Approve claim checks as approved by the Finance Committee
- 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.
- 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.
- 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.
- 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.

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

## VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

## VII. MAYOR

- A. Announcements

## VIII. COMMUNITY DEVELOPMENT

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

- 1. 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

Recommended Action: Conduct a public hearing, consider public testimony, deliberate and make a motion to approve amendments to the CMC consistent with the Planning Commission recommendation as expressed through Attachment “A” to the Staff Report by 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. Staff further recommends that Council includes in the motion the following additional amendments to CMC Chapter 18.07 Use Authorization, and to direct the City Attorney to prepare an ordinance for adoption: Amend CMC 18.07.080 Table 1 to change a **machine shop** use from a prohibited “X” to a conditional use “C” in the Community Commercial (CC) zone, and amend CMC 18.07.080 Table 1 to change a **small scale grocery** use from a prohibited “X” use to a permitted “P” use in the Neighborhood Commercial (NC) zone.

## IX. FIRE

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

- 1. 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

Recommended Action: Adopt Resolution No. 1256

- B. Resolution No. 1257 – Establishing BLS Ambulance Transport Rate

- 1. 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 ALS transport rate.

Department/Presenter: Nick Swinhart, Fire Chief

Recommended Action: Adopt resolution No. 1257

**X. ADJOURNMENT**

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



**CITY COUNCIL REGULAR MEETING MINUTES - Draft  
Monday, December 17, 2012 at 7:00 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 7:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith (departed at 7:45 p.m.), and Shannon Turk

Staff: Kristin Berquist, Phil Bourquin, James Carothers, Leisha Copsey, Joan Durgin, Lloyd Halverson, Eric Levison and Shawn MacPherson

Press: Heather Acheson, Camas-Washougal Post Record

Mayor commented on the recent school shooting tragedy in Connecticut and asked everyone to join him for a moment of silence to honor the innocent children and teachers that lost their lives.

**IV. PUBLIC COMMENT**

There were no comments from the public.

**V. CONSENT AGENDA**

- A.** Approve the minutes of the December 3, 2012, Camas City Council Meeting and the work session minutes of December 3, 2012.

[December 3, 2012, Camas City Council Meeting Minutes \(revised\)](#) 

[December 3, 2012, Camas City Council Work Session Minutes](#) 

- B.** Approve claim checks 115569-115726 in the amount of \$513,568.31.
- C.** Authorize Pay Estimate No. 4 (final) for Project SS-559 2012 NW Lake Road Invasive Species Removal to Sound Native Plants in the amount of \$3,339.90. This pay estimate includes the amount for Change Order No. 1 and the work covers the 4th maintenance period, Bid Item No. 5, and Change Order No. 1. In lieu of a bond,



the City is withholding 50% of the total contract amount per RCW 39.08.010. This is a budgeted project.

[SS-559 2012 NW Lake Road Pay Estimate](#) 

- D. Authorize Release of Retainage for Project SS-559 2012 NW Lake Road Invasive Species Removal to Sound Native Plants in the amount of \$5,248.50. All required documentation has been received. Release of approval from Labor & Industries, the Department of Revenue and the Employment Security Department are not required as the contract amount is less than \$35,000. The contract amount is \$11,378.75. In lieu of a bond, the City is withholding 50% of the total contract amount per RCW 39.08.010. This is a budgeted project.

[SS-559 2012 NW Lake Road Release of Retainage](#) 

- E. Authorize Pay Estimate No. 4 (final) for Project SS-560 2012 NW Leadbetter Drive Wetland Area Invasive Species Maintenance to Sound Native Plants in the amount of \$542.71. The work covers the 4th maintenance period and Bid Item No. 5. In lieu of a bond, the City is withholding 50% of the total contract amount per RCW 39.08.010. This is a budgeted project.

[SS-560 2012 NW Leadbetter Drive Pay Estimate](#) 

- F. Authorize Release of Retainage for Project SS-560 2012 NW Leadbetter Drive Wetland Area Invasive Species Maintenance to Sound Native Plants in the amount of \$2,546.03. All required documentation has been received. Release of approval from Labor & Industries, the Department of Revenue and the Employment Security Department are not required as the contract amount is less than \$35,000. The contract amount is \$5,519.78. In lieu of a bond, the City is withholding 50% of the total contract amount per RCW 39.08.010. This is a budgeted project.

[SS-560 2012 NW Leadbetter Drive Release of Retainage](#) 

- G. Authorize Pay Estimate No. 4 (final) for Project SS-561 2012 Grass Valley Park Invasive Species Maintenance to Sound Native Plants in the amount of \$646.34. The work covers the 6th and 7th maintenance periods and Bid Items No. 7 and 8. In lieu of a bond, the City is withholding 50% of the total contract amount per RCW 39.08.010. This is a budgeted project.

[SS-561 2012 Grass Valley Park Pay Estimate](#) 

- H. Authorize Release of Retainage for Project SS-561 2012 Grass Valley Park Invasive Species Maintenance to Sound Native Plants in the amount of \$2,492.05. All required documentation has been received. Release of approval from Labor & Industries, the Department of Revenue and the Employment Security Department are not required as the contract amount is less than \$35,000. The contract amount is \$5,402.76. In lieu of a bond, the City is withholding 50% of the total contract amount per RCW 39.08.010. This is a budgeted project.

[SS-561 2012 Grass Valley Park Release of Retainage](#) 

- I. Authorize the write-off of ambulance billings for October in the amount of \$62,452.13, and for November in the amount of \$56,175.08. These accounts are Medicare/Medicaid patients that the City has collected from all that is available. The balance is to be written off.
- J. Authorize the write-off of the \$180.53 balance on utility account No. 9914. The City Attorney advised the Finance Department to write-off this balance because the City tried to hold a new tenant responsible for a prior tenant's bill. The City has no recourse on payment from the prior tenant.

[Utility Account 9914](#) 

- K. Authorize the Mayor to sign the Professional Services Agreement with Miller Consulting Engineers (MCE) for Project WS-656C Wastewater Treatment Plant (WWTP) Fall Protection Evaluation for an amount not to exceed \$7,279. Working with the Operations Safety Committee, the engineering staff has researched various options for resolving a number of potential fall hazard issues at the Camas WWTP. A proposal has been solicited from MCE to evaluate (3) options for correcting the problem. MCE of Portland has agreed to perform this work for an amount not to exceed \$7,279.

[Miller Consulting Engineers Professional Services Agreement](#) 

- L. Approve the Energy Services Proposal Contract with Abacus Engineering in the amount of \$377,831. The contract for energy services is for the design, installation, and energy monitoring for the Camas Police Department HVAC system replacement and Library energy upgrades. This contract was developed under the guidance of the Washington State Department of Enterprise Services Agreement. As part of the contract, Abacus Engineering will assist the City in submitting a Department of Commerce Energy Grant Application which is due January 15, 2013. This item was presented at the December 3rd workshop.

[Energy Services Proposal Contract with Abacus Engineering](#) 

[Revised Energy Services Proposal Contract with Abacus Engineering](#) 

- M. Authorize the Mayor to sign the Professional Services Contract with Capitol Asset and Pavement Services, Inc., for development of a pavement management system in the amount of \$18,500. This contract was discussed at the December 3, 2012, Council Workshop.

[Professional Services Contract with Capitol Asset and Pavement Services, Inc.](#) 

- N. Approve the Professional Services Contract with CH2MHill for Project WS-709 544 Foot Pressure Zone in an amount not to exceed \$747,911. This contract was discussed at the December 3, 2012, Council Workshop. The Professional Service Agreement provides for the design of project.

[Camas Final Cost](#) 



Scope of Work 

It was moved by Linda Dietzman, seconded by Tim Hazen 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**

There were no comments from staff.

**B. Council**

Hogan, Dietzman and Hazen stated that they attended the Hometown Holidays celebration.

Smith informed Council that she would not be staying for the entire meeting and would be leaving around 8:00 p.m.

Anderson wished everyone a Merry Christmas.

**VII. MAYOR**

**A. Announcements**

Mayor wished everyone a Merry Christmas and a Happy New Year. He also thanked Council and staff for their work throughout the year.

**B. Camas City Council Committee appointments (All appointments are listed on the City's website.)**

2013 Camas City Council Committee appointments (revised) 

It was moved by Linda Dietzman, seconded by Greg Anderson to have Councilmember Don Chaney serve as Mayor pro tem for the year 2013. The motion carried with Don Chaney abstaining from the vote.

It was moved by Greg Anderson, seconded by Steve Hogan that the 2013 Camas City Council Appointments, as recommended by the Mayor, be adopted. The motion carried unanimously.

**C. Appointments to Boards and Commissions**

Appointments to Boards and Commissions (attachment added December 17, 2012)



**It was moved by Melissa Smith, seconded by Linda Dietzman to approve the Mayor's recommendations to the City's Boards and Commissions. The motion carried unanimously.**

- D. Council confirmation vote of Mayor's appointment to the position of City Administrator (item added December 17, 2012)**

**It was moved by Shannon Turk, seconded by Greg Anderson for the consent and approval of Mayor's appointment of Nina Regor as the City Administrator effective January 25, 2013. The motion carried unanimously.**

## **VIII. COMMUNITY DEVELOPMENT**

### **A. Public Hearing - 2012 Annual Comprehensive Plan Review**

Details: Each year in the months leading up to January, the City announces that proposed amendments to the Comprehensive Plan will be received for 30 days. The 2012 announcement was published in the Camas Post Record and ran November 1, 2011, through December 6, 2011. Proposals considered by the Planning Commission were fully discussed in Section III of the attached Staff Report. All amendments must be considered concurrently so that the cumulative effect of the various proposals can be ascertained. The Planning Commission held a hearing on November 20, 2012, to consider the requests cumulatively and forwarded on a recommendation as to the amendments to the Comprehensive Plan Map and Zoning Map.

Department/Presenter: Phil Bourquin, Community Development Director

[Staff Report](#)

[2012 Comprehensive Plan Amendments](#)

[Draft Comprehensive Plan Map](#)

[Draft Zoning Map](#)

Mayor opened the public hearing at 7:17 p.m.

The following members of the public gave testimony: Manoj "D" Kripalani, PO Box 451, Camas; Randy Printz, 805 Broadway Street, Ste. 1000, Vancouver; Paul Dennis, 1700 Main Street, Ste. 208, Washougal; and Karen Dayley, 735 NW 24th Avenue, Camas.

Mayor closed the public hearing at 7:42 p.m., as there was no further public testimony.

Smith departed the meeting at 7:45 p.m.

It was moved by Don Chaney, seconded by Shannon Turk to:

Approve (A) Park Comprehensive Plan and Zoning: the proposed amendments to the Comprehensive Plan Map and Zoning Map to add park designations.

Table (B) CPA 12-01 Northshore: the proposed amendments and reconsider under the 2013 Annual Comprehensive Plan Cycle.

Table(C) North Dwyer Creek Master Plan: the proposed amendments and reconsider under the 2013 Annual Comprehensive Plan Cycle.

Reject (D) Zoning at Camas Produce: the proposed zoning amendment and instead amend the City's commercial use table at Camas Municipal Code (CMC) §18.07.030, to allow a small scale grocery store to be a permitted use in the Neighborhood Commercial (NC) Zone.

Approve (E) Comprehensive Plan and Zoning west of NE Ingle Road: the amendment to change six tax parcels from the designation of Commercial, to be Single-family Low, with an associated zone change to Residential 20,000 (R-20). The tax parcels are numbered as follows: 171701-000, 171701-010, 172344-010, 172344-005, 172343-000, and 172344-000, which are all located west of NE Ingle Road.

The motion carried unanimously.

**B. Ordinance No. 2666 - 2012 Annual Comprehensive Plan Review**

Details: Ordinance directing the Community Development Director to amend the City of Camas Comprehensive Plan Map and Zoning Map under the 2012 Annual Comprehensive planning process

Department/Presenter: Phil Bourquin, Community Development Director

**Ordinance No. 2666**

It was moved by Don Chaney, seconded by Shannon Turk that Ordinance No. 2666 be read by title only. The motion carried unanimously.

It was moved by Don Chaney, seconded by Linda Dietzman that Ordinance No. 2666 be adopted and published according to law. The motion carried with unanimously.

**C. Public Hearing - Parks Zoning**

Details: Amendments to the CMC establishing development standards for parks consistent with the goals and policies of the 2007 Park, Recreation, and Open Space Comprehensive Plan

Department/Presenter: Phil Bourquin, Community Development Director



## Park Zoning Staff Report

Mayor opened and closed the public hearing at 8:06 p.m., as there was no one from the public that wished to testify.

**It was moved by Linda Dietzman, seconded by Shannon Turk that Camas City Council accept the recommendations of staff to amend CMC Section 18.05.020 *Districts Designated*; add Section 18.05.070 *Park Zoning*; amend Chapter 18.07 to include 18.07.030 *Table 2 - Park land uses*; and adopt a new chapter to Title 18, Chapter 18.32 *Park Zoning* to the CMC. The motion carried unanimously.**

### D. Ordinance No. 2667 - Parks zoning and miscellaneous code amendments

Details: Ordinance adopting amendments to the CMC, Chapter 18.05, Chapter 18.07, and adopting a new chapter under the CMC titled 18.32 Parks Zoning

Department/Presenter: Phil Bourquin, Community Development Director

#### Ordinance No. 2667

**It was moved by Linda Dietzman, seconded by Steve Hogan that Ordinance No. 2667 be read by title only. The motion carried unanimously.**

**It was moved by Linda Dietzman, seconded by Steve Hogan that Ordinance No. 2667 be adopted and published according to law. The motion carried unanimously.**

### E. Public Hearing - Amendments to the City of Camas Capital Facilities Plan (CFP) to include the "2013 Capital Facilities Plan List Update"

Details: The proposed list updates the "2012 CFP List Update" to include project additions, deletions, and minor alterations. This update is being conducted in conjunction with the 2013 budget adoption process as allowed by state statute. These revisions are intended to create harmony between the proposed 2013 budget and the CFP list of projects for 2013.

Department/Presenter: James Carothers, Engineering Manager

#### 2013 Capital Facilities Plan List Update

Mayor opened and closed the public hearing at 8:10 p.m., as there was no one from the public that wished to testify.

**It was moved by Greg Anderson, seconded by Steve Hogan to approve the proposed City of Camas CFP to include the 2013 CFP List Update. The motion carried unanimously.**

### F. Ordinance No. 2668 amending the CFP by revising the Capital Projects List



Details: This ordinance adopts the revisions to the CFP list of projects in the Camas Comprehensive Plan. This update is being conducted concurrently with the adoption of the City Budget, as provided for by RCW 36.70A.130(2)(a)(iv) and WAC 365-196-640(3)(b)(iv).

Department/Presenter: James Carothers, Engineering Manager

[Ordinance No. 2668](#)

[2013 Capital Facilities Plan List Update](#)

**It was moved by Shannon Turk, seconded by Steve Hogan that Ordinance No. 2668 be read by title only. The motion carried unanimously.**

**It was moved by Shannon Turk, seconded by Steve Hogan that Ordinance No. 2668 be adopted and published according to law. The motion carried unanimously.**

## IX. FINANCE

### A. [Public Hearing to consider the budget ordinance for the City of Camas for fiscal year 2013](#)

Details: The budget planning process started in July with significant analysis and input from the whole administrative team and legislative body. Ordinance No. 2669 adopting the budget for the City of Camas for the fiscal year beginning January 1, 2013, was presented to Council for consideration.

Department/Presenter: Joan Durgin, Finance Director

[Ordinance No. 2669](#)

Mayor opened and closed the public hearing at 8:16 p.m., as there was no one from the public that wished to testify.

**It was moved by Linda Dietzman, seconded by Greg Anderson that Ordinance No. 2669 be read by title only. The motion carried unanimously.**

**It was moved by Greg Anderson, seconded by Don Chaney that Ordinance No. 2669 be adopted and published according to law. The motion carried unanimously.**

### B. [Ordinance No. 2670 appropriating \\$150,000 from the Emergency Rescue Fund](#)

Details: The City received the Staffing for Adequate Fire and Emergency Response (SAFER) grant to fund three new firefighters; when they were hired, one and a half new employees were allocated to the Emergency Rescue Fund and one and a half to the General Fund. This grant was not anticipated during the budget process so the hiring of new personnel was not budgeted; however the grant revenues cover most related expenses. Overtime costs have exceeded the budget and this

ordinance authorizes additional budget authority for that as well. Termination costs of an employee was also not planned or budgeted for.

Department/Presenter: Joan Durgin, Finance Director

[Ordinance No. 2670](#)

**It was moved by Shannon Turk, seconded by Tim Hazen that Ordinance No. 2670 be read by title only. The motion carried unanimously.**

**It was moved by Shannon Turk, seconded by Tim Hazen that Ordinance No. 2670 be adopted and published according to law. The motion carried unanimously.**

**C. [Ordinance No. 2671 appropriating \\$100,000 from General Fund](#)**

Details: The City received the SAFER grant to fund three new firefighters; when they were hired, one and a half new employees were allocated to the Emergency Rescue Fund and one and a half to the General Fund. This grant was not anticipated during the budget process so the hiring of new personnel was not budgeted; however the grant revenues cover most related expenses. Overtime costs have exceeded the budget and this ordinance authorizes additional budget authority for that as well.

Department/Presenter: Joan Durgin, Finance Director

[Ordinance No. 2671](#)

**It was moved by Greg Anderson, seconded by Steve Hogan that Ordinance No. 2671 be read by title only. The motion carried unanimously.**

**It was moved by Shannon Turk, seconded by Tim Hazen that Ordinance No. 2671 be adopted and published according to law. The motion carried unanimously.**

**D. [Resolution No. 1255 authorizing the Emergency Rescue Fund to borrow \\$84,939 from the General Fund](#)**

Details: This fund has insufficient cash to meet operating costs and will need a loan before year end. This cash shortage was anticipated during the construction of the budget.

Department/Presenter: Joan Durgin, Finance Director

[Resolution No. 1255](#)

**It was moved by Steve Hogan, seconded by Greg Anderson that Resolution No. 1255 be read by title only. The motion carried unanimously.**

It was moved by Steve Hogan, seconded by Shannon Turk that Resolution No. 1255 be adopted. The motion carried unanimously.

X. **ADMINISTRATION**

A. [2013 City of Camas Legislative Shortlist](#)

Details: This is the official 2013 City of Camas Legislative Shortlist. This topic was previously discussed at prior Council Workshops.

Department/Presenter: Lloyd Halverson, City Administrator

[2013 City of Camas Legislative Shortlist](#)

It was moved by Linda Dietzman, seconded by Steve Hogan to approve the 2013 City of Camas Legislative Shortlist and to add the sentence "*Require legislative oversight of regulations and rules issued by departments of government.*" to the end of the title of item number 3 and swapping item number 1 with item number 3. The motion carried unanimously.

XI. **ADJOURNMENT**

The meeting adjourned at 8:34 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 December 12, 2012**

[Council Agenda with Supporting Documents](#) 

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Mayor

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City Clerk





**CITY COUNCIL WORKSHOP MEETING MINUTES - Draft**  
**Monday, December 17, 2012 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: Kristin Berquist, Phil Bourquin, James Carothers, Leisha Copsey, Joan Durgin, Cliff Free, Lloyd Halverson, Mitch Lackey, Eric Levison and Nick Swinhart

Press: Heather Acheson, Camas-Washougal Post Record

Mayor Higgins moved his announcement prior to the public comments.

**III. MAYOR**

**A. City Administrator Recruitment Update**

Details: Mayor Higgins gave Council an update regarding the City Administrator Recruitment process.

Department/Presenter: Mayor Scott Higgins

Mayor Higgins announced that he offered the City Administrator position to Nina Regor of Cloverdale, California. Her first day will be January 25, 2013.

**IV. PUBLIC COMMENTS**

Manoj "D" Kripalani, PO Box 451, Camas, commented about the process and cost involved for completing development projects.

State Representative Liz Pike, 26300 NE 3rd Street, Camas, asked if the City of Camas has a legislative agenda and commented that she is looking forward to assisting the City with the legislative priorities.

## V. PUBLIC WORKS

### A. Lacamas Heights Garbage Service

Details: In accordance with the franchise agreement with Waste Connections Inc., and Camas Municipal Code, the City will start mandatory garbage service to the Lacamas Heights annexation area on Tuesday, January 15th. Staff is coordinating with Waste Connections on the transition and citizen notification.

Department/Presenter: Eric Levison, Public Works Director

### B. AKS Engineering Professional Services Contract

Details: Staff submitted a professional service contract from AKS Engineering to implement the first phase of the adopted Forest Management Plan for Jones and Boulder Creek.

Department/Presenter: Eric Levison, Public Works Director

This item will be submitted at the January 7, 2013, Council Meeting for Council's consideration.

### C. Lacamas Lake Shoreline Property Transfer

Details: The following items remain to complete the property transfer of Lacamas Lake Shoreline property pursuant to the Interlocal Agreement with Clark County: Authorize the Mayor to execute a Notice of Grant Agreement with U.S. Fish and Wildlife, officially accept the Quit Claim Deed and authorize the Mayor to sign it, and authorize the Mayor to sign a Deed of Right to the County that guarantees the restrictions imposed by the Conservation Futures Program.

Department/Presenter: Eric Levison, Public Works Director

Quit Claim Deed

Notice of Grant Agreement

Deed of Right

Clark County Letter

Lacamas Shoreline Map

This item will be submitted at the January 7, 2013, Council Meeting for Council's consideration.

### D. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

Levison stated that there was a revision to the contract with Abacus Engineering that is on the Consent Agenda. He explained the contract amendments and noted that the revised contract was posted to the agenda.

## **VI. FIRE DEPARTMENT**

### **A. 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. Camas has not done this for several years. There is also the necessity to have a document that recognizes the merger with Washougal.

Department/Presenter: Nick Swinhart, Fire Chief

#### **Standard of Cover**

A resolution will be placed on the January 7, 2013, Council Agenda for consideration.

### **B. Establishing BLS Ambulance Transport Rate**

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

Department/Presenter: Nick Swinhart, Fire Chief

#### **Draft Rate Resolution**

A resolution will be placed on the January 7, 2013, Council Agenda for consideration.

## **VII. CITY ADMINISTRATION**

### **A. Miscellaneous and Scheduling**

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Lloyd Halverson, City Administrator

Halverson stated that the Association of Washington Cities (AWC) City Legislative Action Conference will be held in Olympia on February 13-14, 2013.

He also commented about the Mayor's selection for the new City Administrator.

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



## A. Park Commission Report Regarding Uses at Fallen Leaf Lake Park

Details: There was a report of the Parks Commission discussion regarding various uses of Fallen Leaf Lake Park.

Department/Presenter: Melissa Smith, Councilmember and Cassi Marshall, Parks and Recreation Commission member

Anderson and Dietzman gave Council a brief overview about the Regional Fire Authority (RFA) Meeting they attended on December 4th. Anderson noted that Paul Lewis will be giving a presentation about financial analysis alternatives at the next meeting which is scheduled for January 29th.

Chaney commented that part of the RFA plan is to have a joint meeting with the City of Washougal to discuss the merger of the two fire departments. He suggested that the animal control agreement be discussed the same evening.

Hogan, Dietzman, Hazen and Turk stated that they attended the Hometown Holidays celebration and the City Administrator recruitment events.

Dietzman gave Council a brief update about the Library Board Meeting that she attended.

Hazen commented about the City Administrator recruitment process.

Turk stated that she contacted the West Columbia Gorge Humane Society about their fees and gave Council a brief overview of her conversation with them.

## IX. PUBLIC COMMENTS

Manoj "D" Kripalani, PO Box 451, Camas, gave compliments to Mayor and Council and commented about the Camas community and the Parks Commission report discussion.

## X. ADJOURNMENT

The meeting adjourned at 5:40 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

[Workshop Agenda with Supporting Documents](#) 

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Mayor

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City Clerk



**SPECIAL COUNCIL MEETING MINUTES - Draft**  
Thursday, December 13, 2012, at 7:30 a.m.  
Camas Public Library, 625 NE 4<sup>th</sup> Avenue

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**CALL TO ORDER:** Mayor Scott Higgins presided.

**COUNCIL MEMBERS:**

**Present:** Anderson, Dietzman, Hazen, Hogan and Turk.

**Excused:** Chaney and Smith.

**STAFF PRESENT:** Gorsuch and Halverson.

**OTHERS PRESENT:** Heather Gantz, Waldron HR

**PRESS:** There were no members of the press present.

Camas City Council met with City Administrator candidates, at the Camas Public Library, over breakfast as part of the recruitment process. No action was taken at the meeting.

The candidates that attended the breakfast were: Anna Jatczak, Matt Morton, Nina Regor and Tonya Wallace.

**ADJOURNMENT:**

The meeting adjourned at 8:45am.

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Mayor

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City Clerk

*There is not an audible recording of this special meeting.*



December 20, 2012

City of Camas  
Attn: Eric Levison  
PO Box 1055  
Camas, WA 98607

**RE: Professional services proposal for the Boulder Creek and Jones Creek Watershed Forest Management Plan.**

Mr. Levison:

Attached is our estimate to provide professional forest management, forest engineering, and surveying services for the City of Camas Boulder Creek and Jones Creek Watersheds located in Clark County, Washington.

As discussed, the purpose of this proposal is to provide professional services for harvesting Entry 1 of the Forest Management Plan. This proposal is based on the adopted City of Camas Boulder Creek and Jones Creek Forest Management Plan, additional information and requests provided by you, and our extensive experience working on similar projects throughout the Pacific Northwest and for the City. We look forward to working with you on this project. Please give me a call if you have any questions or comments.

Sincerely,  
***AKS Engineering & Forestry Vancouver, LLC***

A handwritten signature in black ink, appearing to read 'Alexander H. Hurley', written over a horizontal line.

Alexander H. Hurley, PE, PLS  
Principal

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## LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made between the City of Camas (Client) and AKS Engineering & Forestry Vancouver, LLC (AKS) to provide professional forestry, forest engineering, and surveying services for Entry 1 of the Boulder Creek and Jones Creek Watershed Forest Management Plan located in the NW ¼ of Section 04, T2N, R4E, W.M., Clark County, Washington.

### PROJECT UNDERSTANDING

The City would like to implement Entry 1 of the adopted Boulder Creek and Jones Creek Watershed Forest Management Plan. As with the development of the forest management plan, Entry 1 design will involve input from the City to further establish management objectives and preferences. The project deliverables will include completed field work (forestry, forest engineering, and surveying), and a timber sale bid packet ready for auction.

### SCOPE OF WORK

The following list of items outlined are services AKS will be responsible for completing. As discussed, in order to give the City more flexibility, AKS will provide layout, engineering, and appraisal services for units 1, 2, and 20. After appraisal, the City can determine if they would like to harvest all or a portion of these units.

#### TASK 1: SURVEYING

##### **BOUNDARY SURVEYING:**

The exterior boundaries of the site require professional surveying to reestablish and mark the property lines prior to harvesting. Entry 1 will require two sections of exterior lines to be reestablished. The north half of the west section line of Section 04, T2N, R4E, W.M. will need to be surveyed in all scenarios. There are three scenarios for establishing the south line of the NW ¼ of Section 04, T2N, R4E, W.M.

Scenario 1 (Alternative): Determine, through field investigation, if the property line is present on the ground (by legal markings) and can be refreshed for the purposes of the proposed timber sale. No legal agreements would need to be made with Longview Timber Company (LTC).

Scenario 2 (Alternative): Pursue a Cutting Line Agreement (CLA) with LTC to agree upon the boundary based on marked locations in the field that are at assumed property lines. These legal terms are typically agreed upon when there is a clearly identifiable difference in timber type between two timber land ownerships. For example, mature timber against a fresh clearcut or very young trees could be a candidate for a CLA.

Scenario 3 (Alternative): Perform a full survey on the south line.

##### **EASEMENT SURVEYING:**

The access road across LTC property will need to be surveyed and legal descriptions prepared for easement purposes. The survey will be completed in conjunction with the road survey described under Task 2 of this proposal.

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## **TASK 2: HARVEST UNIT LAYOUT**

### **FOREST ENGINEERING:**

Forest engineering services will include:

- Perform unit reconnaissance and layout to identify and mark streams, stream types, other water bodies, evidence of root rot, and physical characteristics of the harvest units.
- Mark harvest unit boundaries (cutting lines, Riparian Management Zones (RMZ's), etc.).
- Perform unit boundary mapping to determine the actual harvest areas.
- Determine the amount and appropriate location of Wildlife Reserve Trees (WRT's) and Green Retention Trees (GRT's) required to remain based on harvest area.
- Mark the WRT's and GRT's in the field.
- Perform field investigation to determine road and landing locations.
- Survey the preliminary road location (P-Line).
- Complete road designs.
- Perform road staking/posting of the final road designs.

The services also include reconnaissance and field layout of the full length of road beginning at the existing LTC road and extending into the most northern harvest units. This is vital to ensure the most effective and efficient road planning and design for the future harvest units. Survey, design, appraisal and bid package preparation for the new road on LTC property will also be included.

### **FORESTRY:**

Professional forestry services necessary for harvest unit layout include the following:

- Perform a timber cruise of the harvest areas to estimate harvest volume.
- Perform a timber appraisal, which includes the timber value, road construction and harvesting costs. These factors will help determine an estimated stumpage value.

## **TASK 3: TIMBER SALE PACKET**

### **SPECIFICATIONS/PERMITTING/BIDDING:**

The following services described below will be provided for finalizing a complete timber sale packet that can be advertised and let out for bid.

- Department of Natural Resources (DNR) Permitting: Prepare permit applications (including RMAP checklist) and obtain permits for road construction and harvesting activities.
- Special provisions/specifications: Preparation of the following for inclusion in the contract:
  - Road specifications
  - Harvest specifications
- Contract preparation and review (in conjunction with City Legal Counsel).
- Timber sale packet compilation.

## **TASK 4: TIMBER SALE ADMINISTRATION**

Sale activities, process and administration services scope and fees are to be determined at a later date.

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**TASK 5: POST-SALE ADMINISTRATION**

Post sale activities, process and administration services scope and fees are to be determined at a later date.

**REIMBURSABLE EXPENSES**

AKS anticipates the following reimbursable expenses:

- Mileage
- Copies
- Deliveries
- Clerical

**ESTIMATE FOR SERVICES**

**TASK 1: SURVEYING**

<b><u>BOUNDARY SURVEYING:</u></b>	<b>\$6,000</b>
<u>Scenario 1 (Alternative):</u>	<u>\$500</u>
OR	
<u>Scenario 2 (Alternative):</u>	<u>\$1,000</u>
OR	
<u>Scenario 3 (Alternative):</u>	<u>\$5,000</u>
 <b><u>EASEMENT SURVEYING:</u></b>	 <b>\$1,000</b>

**TASK 2: HARVEST UNIT LAYOUT**

<b><u>Forest Engineering:</u></b>	<b>\$12,000</b>
<b><u>Forestry:</u></b>	<b>\$7,000</b>

**TASK 3: TIMBER SALE PACKET**

<b><u>SPECIFICATIONS/PERMITTING/BIDDING:</u></b>	<b>\$10,000</b>
 <b><u>REIMBURSABLE EXPENSES:</u></b>	 <b>\$1,000</b>
 <b><u>TOTAL BASE COST:</u></b>	 <b>\$37,000</b>
 <b><u>TOTAL BASE COST WITH SCENARIO 1 (ALTERNATIVE)</u></b>	 <b>\$37,500</b>
<b><u>TOTAL BASE COST WITH SCENARIO 2 (ALTERNATIVE)</u></b>	<b>\$38,000</b>
<b><u>TOTAL BASE COST WITH SCENARIO 3 (ALTERNATIVE)</u></b>	<b>\$42,000</b>



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**ASSUMPTIONS:**

- The City will provide standard road construction contracts and other contract language to utilize contract clauses and format for the road construction and logging contracts.
- This proposal is for contract preparation ready for bidding for road construction and final timber harvest unit layout. Contract Administration and post-sale activities are not included in this scope of work.
- AKS can provide a scope of work and fee estimate for contract administration services for road construction and harvesting timber following completion of this phase.
- Easement negotiations and acquisition is not included in this proposal.
- Neighborhood outreach services and meetings are not included in this proposal.
- The timber sale contract is to be prepared by the City Attorney with review and assistance by AKS.
- Unit boundary mapping will be performed with a resource grade GPS and will not be surveyed.
- Cutting Line Agreement legal document to be prepared by the City Attorney, if necessary.
- Obtaining an access easement across LTC will be performed by the City. AKS will attend 1 meeting.

**BASIS OF FEE AND BILLING:**

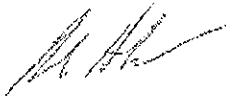
In consideration for performing said services, the Client agrees to compensate AKS on an hourly basis at our standard rates. Invoices will be issued monthly for work performed the previous month.

**EXCLUSIONS:**

Services not specifically included.

Fees or bonds required by affected governmental bodies for review, filing, and submission of plans, drawings, and plats are not included in the estimate. Title company fees are not included.

See attached "General Provisions".



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*AKS Engineering & Forestry Vancouver, LLC*

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Mayor Scott Higgins

Date 12-20-12

Date \_\_\_\_\_

AKS Engineering & Forestry Vancouver, LLC  
9600 NE 126<sup>th</sup> Avenue, Suite 2520  
Vancouver, WA 99682

City of Camas  
PO Box 1055  
Camas, WA 98607

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## GENERAL PROVISIONS

1. **REIMBURSABLE EXPENSES:** Reimbursable expenses of AKS Engineering & Forestry, LLC (AKS) shall be those expenses incurred directly for the project, including but not limited to transportation costs, meals, lodging, computer services, printing, permit fees, and binding charges. Reimbursement for these expenses shall be on the basis of actual costs (if incurred through an outside vendor) or at AKS' current cost rates.
  2. **OUTSIDE SERVICES:** Any technical or professional services furnished by an outside consultant or contractor will be billed at cost.
  3. **AKS' FEES AND FEE ESTIMATES:** Unless otherwise agreed in writing, charges for all AKS' services will be billed in accordance with AKS' rate schedule in effect at the time the services are performed. Any estimate provided by AKS will be provided on the basis of experience and judgment, but AKS cannot warrant that actual time and expenses will not vary from these fee estimates.
  4. **PAYMENT TO AKS:** Monthly invoices will be issued by AKS for all work performed under the terms of this Agreement. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a periodic rate of 1.5% per month (which is an annual percentage rate of 18%), unless another rate is mandated by law, in which case the finance charge shall equal the maximum interest rate allowed by law. Client agrees that, if it disputes any portion of an invoice, Client must notify AKS of such dispute in writing within 30 days of the invoice date, which notice must set forth the disputed amount and the reason for such dispute. Client hereby waives any right to dispute an invoice more than 30 days after an invoice's date.
  5. **FAILURE TO PAY:** Client acknowledges that failure to timely pay any amount hereunder is a material breach of this Agreement, and that AKS may, in its sole discretion, suspend service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals) in the case of any late payment, and that if any payment is not timely made, AKS may further withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principal's). AKS may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid. In addition to the principal amount due hereunder, and any Finance Charges that accrue hereunder, Client agrees to pay AKS all collection costs that AKS incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for AKS staff time (at AKS' regular rates). If AKS suspends work as a result of Client's non-payment, AKS may require an additional "start up fee" to re-start work hereunder, even if Client cures all past defaults.
  6. **GOVERNMENT CHANGES:** If AKS, pursuant to this Agreement, produces a work product and/or performs field work that complies with the ordinances, policies and procedures of governmental agencies, and any such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field work thereby required shall be paid for by Client as extra work.
  7. **ADDITIONAL SERVICES:** Client agrees that if services not specified in this Agreement are provided, or if Client requests services not specified here-in, Client agrees to timely pay for all such services as extra work at AKS' standard rates (if not otherwise specified).
  8. **CONSTRUCTION COST ESTIMATES:** Any construction cost estimates provided by AKS will be on a basis of experience and judgment, but since AKS has no control over market conditions or bidding procedures, AKS cannot warrant that bids or actual construction costs will not vary from these cost estimates.
  9. **PROFESSIONAL STANDARDS:** AKS shall only be responsible, to the level of competency and the standards of care, skill, and diligence maintained by professionals providing similar services in AKS' local community at the time that AKS provides services under this Agreement. AKS makes no other warranty, expressed or implied.
  10. **TERMINATION-** Either Client or AKS may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work previously authorized and performed prior to effective date of termination.
  11. **LIMITATION OF LIABILITY:** Client hereby waives all claims against AKS and releases AKS from any claim, demand, loss, or liability that Client may now or hereafter have against AKS arising out of or in connection with this Agreement or the services provided hereunder (whether in tort, contract or otherwise), provided that any such claim, demand, loss or liability has not resulted from AKS' gross negligence or willful misconduct. In no case shall AKS's liability to the Client for any cause or combination of causes, in the aggregate, exceed the amount of the fee actually paid to AKS under this Agreement. In no event shall AKS be liable for any indirect or consequential damages of any kind.
  12. **LEGAL EXPENSES:** In the event either party hereto must seek legal counsel for the purpose of enforcing or otherwise interpreting the terms of this Agreement, whether or not legal action is initiated, the losing party shall pay the prevailing party all fees, costs, and expenses incurred including reasonable attorneys' fees and expert witness fees, including any fees and costs incurred on appeal.
  13. **ENFORCEABILITY:** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.
  14. **AUTHORIZATION TO PROCEED:** Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.
  15. **TRANSFERABILITY OF AGREEMENT:** This Agreement is between Client and AKS and is not transferable without the written consent of the other party.
  16. **ACCESS TO SITE:** Unless otherwise stated, Client warrants that AKS will have access to the site, to the same degree as Client, for activities necessary to perform services. Client represents that it has unrestricted access to the site.
  17. **OWNERSHIP OF DOCUMENTS:** It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or machine-reader form, are instruments of professional service intended for one-time use by Client only for this project only. Work Product is and shall remain the property of AKS. Client shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full. If Client is in possession of any Work Product and has not paid any amount due hereunder, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product.
  18. **INSURANCE:** AKS is covered by a general liability insurance policy and a professional liability policy, which policies shall each provide for at least \$1,000,000 coverage per occurrence. If Client requires additional coverage in excess of that amount, and if procurable, AKS will obtain additional insurance to the level Client requests at Client's sole expense.
  19. **INDEMNITY:** Client hereby agrees to defend AKS and hold AKS harmless from any claim, demand, loss or liability, including reasonable attorneys' fees, that results from for any loss, damage or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.
  20. **WORK OF OTHERS:** Client agrees that AKS shall not be responsible or liable for any work performed or services provided by any entity other than AKS and/or any person that is not a direct employee of AKS. Client acknowledges that AKS may assist Client with the coordination of other contractors and/or design professional and/or consultants, and/or that AKS will make arrangements for the provision of services by others; and Client further acknowledges that such coordination and/or other such efforts does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide Geo-technical engineering, Traffic engineering, structural engineering, wetland delineation, and electrical engineering, services. Client expressly acknowledges that AKS does not assume responsibility for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.
  21. **ALL TERMS MATERIAL:** All provisions herein are material to AKS's agreement to provide services, and were expressly negotiated by the parties.
  22. **VENUE:** Any litigation initiated in connection with this Agreement shall take place in Clark County, Washington, unless such case involves a lien claim that must be litigated elsewhere as a matter of law, in which case all issues related to this Agreement may be litigated in the same forum as the lien claim. All claims of any nature that relate to this Agreement shall be subject to Oregon law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state, in which case only the lien claim will be subject to the laws of another state, and all other claims/issues will remain subject to Oregon law.
  23. **NOTICE OF CLAIMS:** Client shall, and expressly agrees to, provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS, including but not limited to any dispute, any claimed damages, any perceived failure by AKS, or otherwise. As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.
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DEPARTMENT OF ENVIRONMENTAL SERVICES

June 27, 2012  
Lloyd Halverson  
City Administrator  
City of Camas  
616 NE Fourth Avenue  
Camas, WA 98607

Subject: Lacamas Lake Shoreline Property

Dear Lloyd:

Congratulations on your pending retirement. I am happy to put a final touch on your conservation legacy at the City by completing the transfer of the Lacamas Lake Shoreline property from Clark County to Camas while you are still "in situ" during the transition to the new City Administrator. A few loose ends remain as follows:

- First – The U.S. Fish and Wildlife Service (USFWS) contributed \$70,000 in North American Wetlands Conservation Act funding toward the acquisition. The executed Notice of Grant Agreement with USFWS requires that they approve of the transfer of the property.
- Second - Enclosed is the original Quit Claim Deed executed by Clark County. The Camas City Council must accept and sign the deed. Please do not schedule this item for Council consideration until USFWS approves of the transfer. Once the Quit Claim Deed is accepted please record the deed and send a copy to me for my file.
- Third - Pursuant to provision A.08.J of the interlocal agreement, the City of Camas shall execute and record a Deed of Right to the County to guarantee that the restrictions imposed by the Conservation Futures Program are in the chain of title to the property. Similarly, the City of Camas, as co-sponsor of grant agreement 06-1895 through which significant acquisition funding was received from the State Recreation and Conservation Funding Board, may need to file a Deed of Right with the State Recreation and Conservation Office. The County has already filed a Deed of Right. NOTE: The legal descriptions of the property attached to both the Notice of Grant Agreement with USFWS and the Deed of Right to the State of Washington excluded areas of property encroachments as identified on the Record of Survey. This was done to avoid the risk of "conversion" of conservation lands and provides the City some flexibility to work with property owners to address the encroachments.

Pursuant to the interlocal agreement between the County and the City of Camas, I am transmitting applicable acquisition documents to the City on an enclosed compact disk. For those on the CC list, I will attach an index of the documents on the CD to each of your copies. The index, itself, is one of the exhibits on the CD.



For other formats, contact the Clark County ADA Office: Voice (360) 397-2322;  
Relay 711 or (800) 833-6388; Fax (360) 397-6165; E-mail ADA@clark.wa.gov.

If you have any questions about this transmittal, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick T. Lee". The signature is fluid and cursive, with the first name being the most prominent.

Patrick T. Lee  
Conservation Futures Program Manager

Enclosures: Quit Claim Deed executed by County (for City)  
Compact Disk with Acquisition Documents (for City)  
Index of Acquisition Documents on the Compact Disk (for CC list)

CC: Jerry Acheson, City of Camas  
Kim Sellers, State Recreation and Conservation Office  
Scott McEwen, Columbia Land Trust  
Anna-Marie York, U.S. Fish and Wildlife Service  
Sandy Hall, Clark County Financial Services

Recording requested by:  
City of Camas  
P. O. Box 1055  
Camas, WA 98607

**Document Title:** Quit Claim Deed  
**Reference Number of Related Documents:** Auditors document numbers 4754293 D and 4754372 D  
**Grantor:** Clark County, Washington  
**Grantees:** City of Camas  
**Legal Description:** See exhibit "A"  
**Serial #:** 124244-000, 175703-000, 177886-000, 177896-000, 178099-000

ES 12-42

**QUIT CLAIM DEED**

THE GRANTOR, **CLARK COUNTY**, a political subdivision of the State of Washington, for and in consideration of good and valuable considerations, as set out herein conveys to the **CITY OF CAMAS**, a municipal corporation of the State of Washington, its heirs and assigns, any interest they may have in the following described real estate situated in the County of Clark, State of Washington, as described in the legal description attached as Exhibit A:

Grantor excludes from the conveyance of property the water rights previously reserved by Koch RP Holdings I, LLC, via Special Warranty Deed dated 31, March, 2011, Auditor's record number 4754293 D, and Quitclaim Deed dated 31, March, 2011, Auditor's record number 4754372 D, including, without limitation, any rights to divert, withdraw, reservoir, impound, or control the flow of, the waters of Lacamas Creek, Round Lake or Lacamas Lake, and the right to, from time to time, submerge beneath the surface waters of Lacamas Lake those portions of the Property (if any) as may be submerged upon an exercise of such water rights to their fullest extent.

**SEE LEGAL DESCRIPTION ATTACHED HERETO, WHICH  
BY THIS REFERENCE IS INCORPORATED HEREIN**

**CONSIDERATIONS: MUTUAL BENEFITS.**

Dated this 12<sup>th</sup> day of June, 2012.

BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, WASHINGTON

  
\_\_\_\_\_  
Marc Boldt, Chair

\_\_\_\_\_  
Steve Stuart, Commissioner

\_\_\_\_\_  
Tom Mielke, Commissioner

QUIT CLAIM DEED

Serial #: 124244-000, 175703-000, 177886-000, 177896-000, 178099-000

STATE OF WASHINGTON

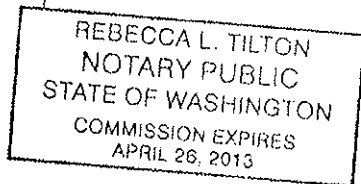
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that MARC BOLDT

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the CHAIR of **THE BOARD OF COUNTY COMMISSIONERS, CLARK COUNTY, WASHINGTON** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6/12/12

Rebecca L. Tilton



Notary Public in and for the State of  
WA residing at Battle Ground  
My commission expires 4/



The City of Camas accepts the foregoing conveyance.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2012

Scott Higgins,

Mayor of Camas

**QUIT CLAIM DEED**

Serial#: 124244-000, 175703-000, 177886-000, 177896-000, 178099-000

STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Scott Higgins is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the Mayor of the City of Camas, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_

QUIT CLAIM DEED

Serial #: 124244-000, 175703-000, 177886-000, 177896-000, 178099-000

**Exhibit "A"**

**PARCEL I**

That portion of Government Lot 4 (Northeast quarter of the Northwest quarter) of Section 2, Township 1 North, Range 3 East of the Willamette Meridian and the Southeast quarter of the Southwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, all in Clark County, Washington, lying northerly and Easterly of Lacamas Lake and Westerly of SR-500.

EXCEPT that portion thereof lying Northeasterly of the following described line:

BEGINNING at a point that is 819.3 feet West and South 4°49' West, 708.2 feet from the Northeast corner of the Northwest quarter of said Section 2, said point also being the most Southerly corner of that tract conveyed to Thomas R. Craig, by deed recorded in Book 93, page 481; thence along said Craig tract, North 19°38' West 135 feet to the Southeast corner of that tract conveyed to Thomas Roberts, et ux, by deed recorded under Auditor's File No. G 404212; thence South 70°22' West 2 feet; thence North 19°38' West 32 feet; thence North 70°22' East 2 feet to the Westerly line of said Craig tract; thence North 19°38' West along the Westerly line of said Craig tract, 275 feet; thence North 28°48' West 329.9 feet to the North line of said Section 2; thence North 54°45' West 158 feet to the terminus of said line description.

EXCEPT any portion conveyed to the City of Camas by Deed recorded under Auditor's File No. 3895176.

That portion of Government Lot 4 located in the northwest quarter of the northwest quarter of Section 2, Township 1 North, Range 3 East of the Willamette Meridian, in Clark County lying northerly and easterly of Lacamas Lake, but excluding any portion thereof lying within the bed of Lacamas Lake, as corrected by Quitclaim Deed dated 31<sup>st</sup> March, 2011, Auditor's Document No. 4754372 D.

**PARCEL II**

That portion of the Northwest quarter of the Southwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Southwesterly of County Road No. 126.

EXCEPT any portion conveyed to the City of Camas by Deed recorded under Auditor's File No. 3895176

**PARCEL III**

A) That portion of Government Lot 7 (Southwest quarter of the Northeast quarter) of Section 34, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Southerly of SE Leadbetter Road.

B) That Portion of Government Lot 6 (Southeast quarter of the Northeast quarter) of Section 34, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Southerly of SE Leadbetter Road.

C) That Portion of Government Lot 5 (Portion of the East half of the Southeast quarter) of Section 34, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Southerly of SE Leadbetter Road.

EXCEPT that portion lying North of SE Lake Road and South of Lacamas Lake.

D) Government Lot 1 (Portion of the Southwest quarter of the Southwest quarter) and the Northwest quarter of the Southwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, lying Southerly of SE Leadbetter Road.

EXCEPT from the above described tracts that portion thereof lying within those certain tracts described in Deeds recorded under Auditor's File No. E 73940, Book X, page 568.

ALSO EXCEPT from the above described tracts any portion thereof lying within Lacamas Lake.





LEGACY LANDS - LACAMAS LAKE  
LEGAL DESCRIPTION  
and  
ENCROACHMENT EXCEPTIONS  
WO# 028382

EXHIBIT "A"

Those portions of Section 2, Township 1 North, Range 3 East, Sections 27, 34, and 35, Township 2 North, Range 3 East, Willamette Meridian, more particularly described as follows:

All those certain tracts of land conveyed to Clark County Washington, from Koch RP Holdings I, LLC, a Delaware limited liability company in that Special Warranty Deed dated March 31, 2011, recorded as Auditor's File Number 47454293D, Records of Clark County Washington, and in that Quit Claim Deed dated March 31, 2011, recorded as Auditor's File Number 4754372D, Records of Clark County;

Excepting there from the following described 12 parcels:

Parcel 1:

A parcel of land in the Northwest Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of a that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northwest quarter of said Section 2;

thence North  $89^{\circ}34'46''$  West, 49.66 feet, along the north line of said section;

thence South  $00^{\circ}25'14''$  West, 22.36 feet, to the corner of a concrete pad, BEING THE TRUE POINT OF BEGINNING of this description;

thence along the boundary of said concrete pad, the following courses:

North  $89^{\circ}03'00''$  West, 5.90 feet;

North  $81^{\circ}49'18''$  West, 5.08 feet,

North  $67^{\circ}51'17''$  West, 2.28 feet,

North 87°39'55" West, 1.10 feet,  
South 46°33'42" West, 9.12 feet,  
South 39°37'11" East, 14.01 feet,  
South 35°05'06" East, 15.80 feet,  
North 56°24'40" East, 2.00 feet,  
North 18°08'31" East, 14.62 feet,  
North 37°46'17" East, 8.95 feet,  
North 64°49'14" West, 2.97 feet,  
North 46°54'20" East, 4.02 feet,  
South 78°36'14" East, 11.31 feet,  
North 02°27'51" East, 4.40 feet to the TRUE POINT OF BEGINNING, containing  
216.83 square feet.

Parcel 2:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of a that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet, along the north section line of said section, to a 5/8 inch rebar with cap stamped LS 20605;

thence South 28°26'45" East, 330.30 feet, along the east line of parcel 1 of said record of survey, to a ½ inch iron pipe, with tack;

thence South 19°01'51" East, 149.54 feet, along the east line of parcel 1 of said record of survey, to a 5/8 inch rebar, with cap stamped WH Pacific;

thence North 81°05'16" West, 150.46 feet, to the southeast corner of a concrete pad, which is the POINT OF TRUE BEGINNING for this description, thence along the boundary of said pad the following courses:

North 12°29'55" West, 4.18 feet,

South 79°58'08" West, 2.47 feet,

South 12°17'39" East, 4.40 feet,

North 78°48'23" East, 2.18 feet, to the TRUE POINT OF BEGINNING, containing an area of 10.62 square feet.

Parcel 3:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet, along the north section line of said section, to a 5/8 inch rebar, with cap stamped LS 20605;

thence South 28°26'45" East, 330.30 feet, along the east line of parcel 1 of said record of survey to a 1/2 inch iron pipe, with tack;

thence South 19°01'51" East, 149.54 feet, along the east line of said parcel 1, to a 5/8 inch rebar with cap stamped WH Pacific;

thence South 69°22'02" West, 149.21 feet, to the northeast corner of a concrete pad, which is the POINT OF TRUE BEGINNING for this description; thence along the boundary of said pad the following courses:

North 82°43'29" West, 4.89 feet,

South 02°05'33" East, 4.15 feet,

South 85°49'21" East, 6.10 feet,

North 19°14'08" West, 4.21 feet, to the TRUE POINT OF BEGINNING, containing an area of 21.80 square feet.

Parcel 4:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion, of that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet, along the north line of said section, to a 5/8 inch rebar with cap stamped LS 20605;

thence South 28°26'45" East, 232.00 feet, along the east line of Parcel 1 of said survey to a 5/8 inch rebar with cap stamped WH Pacific, being the TRUE POINT OF BEGINNING of this description;

thence North 28°23'50" West, 5.12 feet, to the most easterly corner of a building;

thence North 69°20'50" West, 18.88 feet, to the most northerly corner of said building;

thence North 72°06'05" West, 14.62 feet, to an angle point in a wire fence;

thence along said wire fence the following courses:

South 65°34'42" West, 17.66 feet,

South 47°24'58" West, 30.99' feet,

South 26°02'42" East, 116.85 feet, to a chain link fence;

thence along said chain link fence the following courses:

South 86°47'23" East, 7.73 feet,

South 10°55'49" East, 137.43 feet,

South 67°21'23" West, 6.67 feet,

South 01°12'52" West, 63.69 feet,

North 83°51'15" East, 51.67 feet,

South 17°03'39" East, 12.52 feet,

North 65°20'00" East, 66.30 feet, to the east line of said Parcel 1;

thence North 19°01'51" West, 223.87 feet along said east line to a ½ inch iron pipe with tack being also an angle point of said east line;

thence North 28°26'45" West, 98.30 feet along said east line, to a 5/8 inch rebar with cap stamped WH Pacific and the TRUE POINT OF BEGINNING, containing an area of 0.64 acres.

Parcel 5:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion that survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet along the north line of said section, to a 5/8 inch rebar with cap stamped LS 20605;

thence South 28°26'45" East, 330.30 feet, along the east line of Parcel 1 of said Record of Survey, to a ½ inch iron pipe, with tack;

thence South 19°01'51" East, 227.59 feet, along the east line of said Parcel 1 to a 5/8 inch rebar with cap stamped WH Pacific;

thence South 19°01'51" East, 238.83 feet along the east line of said Parcel 1 to its intersection with the north edge of a retaining wall, being the TRUE POINT OF BEGINNING of this description;

thence along said retaining wall the following courses:



South 28°16'04" West, 15.33 feet,

South 17°20'44" West, 8.49 feet,

South 70°00'38" East, 17.98' feet,

North 82°59'22" East, 14.39 feet,

South 70°13'21" East, 3.33 feet, to northwest corner of a building;

thence South 18°24'39" East, 16.33 feet to the southwest corner of said building;

thence South 16°35'29" East, 13.18 feet to the westerly edge of a concrete walk;

thence along said edge of walk on a curve to the left an arc distance of 8.80 feet, having a radial bearing of South 81°57'44" West, a delta angle of 74°30'45", a radius of 6.06 feet, to the east line of said Parcel 1;

thence the easterly line of said parcel 1 the following courses:

North 19°01'51" West, 10.25 feet,

South 70°58'09" West, 2.00 feet,

North 19°01'51" West, 29.41 feet,

North 70°58'09" East, 2.00 feet,

North 19°01'51" West, 35.82 feet, to the TRUE POINT OF BEGINNING, containing an area of 587.88 square feet.

Parcel 6:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion, of that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet, along the north line of said section, to a 5/8 inch rebar with cap stamped LS 20605;

thence South 28°26'45" East, 330.30 feet, along the east line of Parcel 1 of said Record of Survey, to a ½ inch iron pipe, with tack;

thence continuing southerly along the east line of said Parcel 1 the following courses:

South 19°01'51" East, 274.65 feet,

South 70°58'09" West, 2.00 feet,

South 19°01'51" East, 32.00 feet,

thence leaving the east line of said Parcel 1, South 81°17'01" West, 10.02 feet to the northeast corner of a wood shed, being the TRUE POINT OF BEGINNING for this description;

thence along the boundary of said wood shed the following courses:

South 70°54'23" West, 16.22 feet,

South 18°50'50" East, 12.28 feet,

North 70°54'23" East, 16.22 feet,

thence North 19°05'37" West, 12.35 feet, to the TRUE POINT OF BEGING, containing an area of 797.50 square feet.

Parcel 7:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet, along the north section line of said section, to a 5/8 inch rebar, with cap stamped LS 20605;

thence South 28°26'45" East, 330.30 feet, along the easterly line of Parcel 1 of said record of survey to a ½ inch iron pipe, with tack;

thence continuing southeasterly along said easterly line the following courses:

South 19°01'51" East, 274.65 feet,

South 70°58'09" West, 2.00 feet,

South 19°01'51" East, 32.00 feet.

North 70°58'09" East, 2.00 feet,

thence South 19°01'51" West, 100.20 feet, along said easterly line to its intersection with a curb line, being the TRUE POINT OF BEGINNING for this description;

thence South 04°14'17" West, 60.14 feet, along said curb to the edge of a paved road;

thence along said edge of paved road the following courses:

South 76°36'07" East, 4.26 feet,

South 01°48'22" West, 4.95 feet,

thence South 73°25'42" East, 3.91 feet, to the easterly line of said Parcel 1 being also the west right of way line of Everett Street;

thence along said right of way line North 04°22'49" East, 47.18 feet;

thence North 19°01'51" West, 21.13 feet, along the easterly line of said Parcel 1 to the TRUE POINT OF BEGINNING, containing an area of 444.09 square feet.

Parcel 8:

A parcel of land in the Southwest Quarter of the Southwest Quarter, Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35;

thence North 62°21' 12" West, 149.87 feet, to the corner of concrete walk, BEING THE TRUE POINT OF BEGINNING of this description;

thence along the boundary of said concrete walk the following courses:

South 59°34'23" West, 6.02 feet,

South 27°41'43" West, 0.79 feet,

South 59°20'42" West, 3.94 feet,

North 30°30'53" West, 5.90 feet,

North 59°29'07" East, 1.00 feet,

North 32°52'53" West, 10.12 feet,

North 38°42'09" West, 10.24 feet,

North 79°51'57" West, 2.35 feet,

South 52°14'59" West, 9.36 feet,

North 38°40'01" West, 5.03 feet,

North 79°03'31" East, 2.86 feet,

North 51°03'22 " East, 5.40 feet,

North 69°28'19" East, 2.81 feet,

South 74°08'09" East, 4.45 feet,

South 36°56'53" East, 23.00 feet,

North 59°52'35" East, 6.20 feet,

thence South 30°25'37" East, 3.91 feet, to the TRUE POINT OF BEGINNING, containing an area of 140.95 square feet.

Parcel 9:

A parcel of land in the Southwest Quarter of the Southwest Quarter, Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion, of that survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35;

thence North  $37^{\circ}39'58''$  West, 232.95 feet, to the most easterly corner of a concrete boat ramp, being THE TRUE POINT OF BEGINNING, for this description;

thence along the boundary of said boat ramp, the following courses:

South  $84^{\circ}22'48''$  West, 13.90 feet,

South  $76^{\circ}31'32''$  West, 60.59 feet,

North  $12^{\circ}22'08''$  West, 10.22 feet,

North  $76^{\circ}22'50''$  East, 6.30 feet,

North  $10^{\circ}56'49''$  West, 4.85 feet,

North  $78^{\circ}55'04''$  East, 14.25 feet,

North  $06^{\circ}02'41''$  West, 1.68 feet,

South  $74^{\circ}20'26''$  East, 12.84 feet,

North  $76^{\circ}01'14''$  East, 28.33 feet,

North  $67^{\circ}57'46''$  East, 14.01 feet,

thence South  $12^{\circ}41'35''$  East, 14.13 feet, to the TRUE POINT OF BEGINNING, containing an area of 878.78 square feet.

Parcel 10:

A parcel of land in the Southwest Quarter of the Southwest Quarter, Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion, of that survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35;

thence North 00°59' 52" East, 203.97 feet, along the east line of Parcel 3 of said Record of Survey to the edge of a concrete foundation of a garage, which is THE TRUE POINT OF BEGINNG, for this description.

thence along said concrete foundation the following courses:

North 88°42'54" West, 2.15 feet,

North 01°30'32" East, 39.40 feet,

thence North 86°59'55" East, 1.80 feet, to the east line of said Parcel 3;

thence South 00°59'52" West, 39.53 feet, along said east line to the TRUE POINT OF BEGINNING, containing an area of 77.86 square feet.

Parcel 11:

A parcel of land in the Southwest Quarter of the Southwest Quarter, Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of that survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35;

thence North 00°59' 52" East, 309.77 feet, along the east line of parcel 3 of said survey, to edge of a concrete walk being THE TRUE POINT OF BEGINNG, for this description;

thence along the boundary of said concrete walk the following courses:

South 56°57'11" West, 5.42 feet,

South 77°56'36" West, 6.22 feet,

South 34°22'09" West, 7.03 feet,

North 56°01'11" West, 3.78 feet,



North 31°09'40" East, 4.63 feet,

North 42°03'13" East, 4.90 feet,

North 78°39'49" East, 5.51 feet,

North 70°55'46" East, 2.82 feet,

North 48°34'04" East, 3.23 feet,

North 61°22'27" East, 1.88 feet, to the east line of said Parcel 3;

thence South 00°59'52" West, 4.69 feet, along the said east line to the TRUE POINT OF BEGINNING, containing an area of 81.48 square feet.

Parcel 12:

A parcel of land in the Southwest Quarter of the Southwest Quarter, Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of that survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35;

thence North 00°59' 52" East, 350.55 feet, along the east line of Parcel 3 of said Record of Survey to the edge of elevated boardwalk, being THE TRUE POINT OF BEGINNING of this description.

thence along the edge of said boardwalk the following courses:

South 22°49'53" West, 11.12 feet,

South 02°35'51" West, 3.21 feet,

North 86°01'11" West, 4.01 feet,

North 02°08'29" East, 12.95 feet,

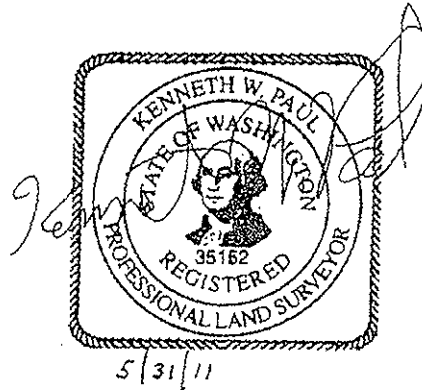
North 25°21'53" West, 1.06 feet,

North 05°39'55" West, 5.87 feet,

South 87°45'23" East, 9.13 feet, to the east line of said Parcel 3;

thence South 00°59'52" West 6.22 feet, along said east line to the TRUE POINT OF BEGINNING, containing an area of 129.63 square feet.

The Basis of Bearing for the 12 excepted parcels in this description is the north line of section 2, Township 1 North, Range 3 East, being held as South 89°34'46" West, as shown on that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office.



## DEED OF RIGHT

### For Public Use of Land Acquired Under the Clark County Conservation Futures Program

The project sponsor, City of Camas, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described in Exhibit A, attached hereto and incorporated herein, forever for those purposes described in RCW 84.34, and the Agreement executed by the project sponsor and by Clark County on December 21, 2010, and which is entitled: Interlocal Agreement for Conservation Futures Funding. A copy of such Agreement is attached hereto as Exhibit B, and its terms are incorporated herein.

The project sponsor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the project sponsor's grant application at the time of funding approval, unless the Board of Clark County Commissioners consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the project sponsor can assure it will acquire substitute properties which are of equal or greater fair market value at the time of conversion, which, to the extent feasible, are equivalent in qualities, characteristics, and location, and which also meet the goals and objectives of the Conservation Futures Program. Such consent shall only be valid by written agreement of the parties, recorded in the land records of Clark County.

All parties to this deed, and all successors, heirs, and assigns, shall be subject to the requirements of RCW Chapter 84.34, as may be amended, to the extent such amendment is applicable under the law.

This deed shall in no way modify or extinguish the functions of the project sponsor under the terms and conditions set forth in the aforementioned Agreement.

Dated this \_\_\_\_\_ day of December, 2012.

CITY OF CAMAS

\_\_\_\_\_  
By: Mayor Scott Higgins



LEGACY LANDS - LACAMAS LAKE  
LEGAL DESCRIPTION  
and  
ENCROACHMENT EXCEPTIONS  
WO# 028382

EXHIBIT "A"

Those portions of Section 2, Township 1 North, Range 3 East, Sections 27, 34, and 35, Township 2 North, Range 3 East, Willamette Meridian, more particularly described as follows:

All those certain tracts of land conveyed to Clark County Washington, from Koch RP Holdings I, LLC, a Delaware limited liability company in that Special Warranty Deed dated March 31, 2011, recorded as Auditor's File Number 47454293D, Records of Clark County Washington, and in that Quit Claim Deed dated March 31, 2011, recorded as Auditor's File Number 4754372D, Records of Clark County;

Excepting there from the following described 12 parcels:

Parcel 1:

A parcel of land in the Northwest Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of a that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northwest quarter of said Section 2;

thence North  $89^{\circ}34'46''$  West, 49.66 feet, along the north line of said section;

thence South  $00^{\circ}25'14''$  West, 22.36 feet, to the corner of a concrete pad, BEING THE TRUE POINT OF BEGINNING of this description;

thence along the boundary of said concrete pad, the following courses:

North  $89^{\circ}03'00''$  West, 5.90 feet;

North  $81^{\circ}49'18''$  West, 5.08 feet,

North  $67^{\circ}51'17''$  West, 2.28 feet,

North 87°39'55" West, 1.10 feet,  
South 46°33'42" West, 9.12 feet,  
South 39°37'11" East, 14.01 feet,  
South 35°05'06" East, 15.80 feet,  
North 56°24'40" East, 2.00 feet,  
North 18°08'31" East, 14.62 feet,  
North 37°46'17" East, 8.95 feet,  
North 64°49'14" West, 2.97 feet,  
North 46°54'20" East, 4.02 feet,  
South 78°36'14" East, 11.31 feet,  
North 02°27'51" East, 4.40 feet to the TRUE POINT OF BEGINNING, containing  
216.83 square feet.

Parcel 2:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of a that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet, along the north section line of said section, to a 5/8 inch rebar with cap stamped LS 20605;

thence South 28°26'45" East, 330.30 feet, along the east line of parcel 1 of said record of survey, to a 1/2 inch iron pipe, with tack;



thence South 19°01'51" East, 149.54 feet, along the east line of parcel 1 of said record of survey, to a 5/8 inch rebar, with cap stamped WH Pacific;

thence North 81°05'16" West, 150.46 feet, to the southeast corner of a concrete pad, which is the POINT OF TRUE BEGINNING for this description, thence along the boundary of said pad the following courses:

North 12°29'55" West, 4.18 feet,

South 79°58'08" West, 2.47 feet,

South 12°17'39" East, 4.40 feet,

North 78°48'23" East, 2.18 feet, to the TRUE POINT OF BEGINNING, containing an area of 10.62 square feet.

Parcel 3:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet, along the north section line of said section, to a 5/8 inch rebar, with cap stamped LS 20605;

thence South 28°26'45" East, 330.30 feet, along the east line of parcel 1 of said record of survey to a 1/2 inch iron pipe, with tack;

thence South 19°01'51" East, 149.54 feet, along the east line of said parcel 1, to a 5/8 inch rebar with cap stamped WH Pacific;

thence South 69°22'02" West, 149.21 feet, to the northeast corner of a concrete pad, which is the POINT OF TRUE BEGINNING for this description; thence along the boundary of said pad the following courses:

North 82°43'29" West, 4.89 feet,

South 02°05'33" East, 4.15 feet,

South 85°49'21" East, 6.10 feet,

North 19°14'08" West, 4.21 feet, to the TRUE POINT OF BEGINNING, containing an area of 21.80 square feet.

Parcel 4:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion, of that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet, along the north line of said section, to a 5/8 inch rebar with cap stamped LS 20605;

thence South 28°26'45" East, 232.00 feet, along the east line of Parcel 1 of said survey to a 5/8 inch rebar with cap stamped WH Pacific, being the TRUE POINT OF BEGINNING of this description;

thence North 28°23'50" West, 5.12 feet, to the most easterly corner of a building;

thence North 69°20'50" West, 18.88 feet, to the most northerly corner of said building;

thence North 72°06'05" West, 14.62 feet, to an angle point in a wire fence;

thence along said wire fence the following courses:

South 65°34'42" West, 17.66 feet,

South 47°24'58" West, 30.99' feet,

South 26°02'42" East, 116.85 feet, to a chain link fence;

thence along said chain link fence the following courses:

South 86°47'23" East, 7.73 feet,

South 10°55'49" East, 137.43 feet,

South 67°21'23" West, 6.67 feet,

South 01°12'52" West, 63.69 feet,

North 83°51'15" East, 51.67 feet,

South 17°03'39" East, 12.52 feet,

North 65°20'00" East, 66.30 feet, to the east line of said Parcel 1;

thence North 19°01'51" West, 223.87 feet along said east line to a ½ inch iron pipe with tack being also an angle point of said east line;

thence North 28°26'45" West, 98.30 feet along said east line, to a 5/8 inch rebar with cap stamped WH Pacific and the TRUE POINT OF BEGINING, containing an area of 0.64 acres.

Parcel 5:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion that survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet along the north line of said section, to a 5/8 inch rebar with cap stamped LS 20605;

thence South 28°26'45" East, 330.30 feet, along the east line of Parcel 1 of said Record of Survey, to a ½ inch iron pipe, with tack;

thence South 19°01'51" East, 227.59 feet, along the east line of said Parcel 1 to a 5/8 inch rebar with cap stamped WH Pacific;

thence South 19°01'51" East, 238.83 feet along the east line of said Parcel 1 to its intersection with the north edge of a retaining wall, being the TRUE POINT OF BEGINNING of this description;

thence along said retaining wall the following courses:

South 28°16'04" West, 15.33 feet,

South 17°20'44" West, 8.49 feet,

South 70°00'38" East, 17.98' feet,

North 82°59'22" East, 14.39 feet,

South 70°13'21" East, 3.33 feet, to northwest corner of a building;

thence South 18°24'39" East, 16.33 feet to the southwest corner of said building;

thence South 16°35'29" East, 13.18 feet to the westerly edge of a concrete walk;

thence along said edge of walk on a curve to the left an arc distance of 8.80 feet, having a radial bearing of South 81°57'44" West, a delta angle of 74°30'45", a radius of 6.06 feet, to the east line of said Parcel 1;

thence the easterly line of said parcel 1 the following courses:

North 19°01'51" West, 10.25 feet,

South 70°58'09" West, 2.00 feet,

North 19°01'51" West, 29.41 feet,

North 70°58'09" East, 2.00 feet,

North 19°01'51" West, 35.82 feet, to the TRUE POINT OF BEGINNING, containing an area of 587.88 square feet.

Parcel 6:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion, of that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet, along the north line of said section, to a 5/8 inch rebar with cap stamped LS 20605;

thence South 28°26'45" East, 330.30 feet, along the east line of Parcel 1 of said Record of Survey, to a ½ inch iron pipe, with tack;

thence continuing southerly along the east line of said Parcel 1 the following courses:

South 19°01'51" East, 274.65 feet,

South 70°58'09" West, 2.00 feet,

South 19°01'51" East, 32.00 feet,

thence leaving the east line of said Parcel 1, South 81°17'01" West, 10.02 feet to the northeast corner of a wood shed, being the TRUE POINT OF BEGINNING for this description;

thence along the boundary of said wood shed the following courses:

South 70°54'23" West, 16.22 feet,

South 18°50'50" East, 12.28 feet,

North 70°54'23" East, 16.22 feet,

thence North 19°05'37" West, 12.35 feet, to the TRUE POINT OF BEGING, containing an area of 797.50 square feet.

Parcel 7:

A parcel of land in the Northeast Quarter of the Northwest Quarter, Section 2, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 2;

thence South 89°34' 46" East, 123.12 feet, along the north section line of said section, to a 5/8 inch rebar, with cap stamped LS 20605;

thence South 28°26'45" East, 330.30 feet, along the easterly line of Parcel 1 of said record of survey to a ½ inch iron pipe, with tack;

thence continuing southeasterly along said easterly line the following courses:

South 19°01'51" East, 274.65 feet,

South 70°58'09" West, 2.00 feet,

South 19°01'51" East, 32.00 feet,

North 70°58'09" East, 2.00 feet,

thence South 19°01'51" West, 100.20 feet, along said easterly line to its intersection with a curb line, being the TRUE POINT OF BEGINNING for this description;

thence South 04°14'17" West, 60.14 feet, along said curb to the edge of a paved road;

thence along said edge of paved road the following courses: -

South 76°36'07" East, 4.26 feet,

South 01°48'22" West, 4.95 feet,

thence South 73°25'42" East, 3.91 feet, to the easterly line of said Parcel 1 being also the west right of way line of Everett Street;

thence along said right of way line North 04°22'49" East, 47.18 feet;

thence North 19°01'51" West, 21.13 feet, along the easterly line of said Parcel 1 to the TRUE POINT OF BEGINNING, containing and area of 444.09 square feet.

Parcel 8:

A parcel of land in the Southwest Quarter of the Southwest Quarter, Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion, of survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35;



thence North 62°21' 12" West, 149.87 feet, to the corner of concrete walk, BEING THE TRUE POINT OF BEGINNING of this description;

thence along the boundary of said concrete walk the following courses:

South 59°34'23" West, 6.02 feet,

South 27°41'43" West, 0.79 feet,

South 59°20'42" West, 3.94 feet,

North 30°30'53" West, 5.90 feet,

North 59°29'07" East, 1.00 feet,

North 32°52'53" West, 10.12 feet,

North 38°42'09" West, 10.24 feet,

North 79°51'57" West, 2.35 feet,

South 52°14'59" West, 9.36 feet,

North 38°40'01" West, 5.03 feet,

North 79°03'31" East, 2.86 feet,

North 51°03'22 " East, 5.40 feet,

North 69°28'19" East, 2.81 feet,

South 74°08'09" East, 4.45 feet,

South 36°56'53" East, 23.00 feet,

North 59°52'35" East, 6.20 feet,

thence South 30°25'37" East, 3.91 feet, to the TRUE POINT OF BEGINNING, containing an area of 140.95 square feet.

Parcel 9:

A parcel of land in the Southwest Quarter of the Southwest Quarter, Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion, of that survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35;

thence North  $37^{\circ}39'58''$  West, 232.95 feet, to the most easterly corner of a concrete boat ramp, being THE TRUE POINT OF BEGINNING, for this description;

thence along the boundary of said boat ramp, the following courses:

South  $84^{\circ}22'48''$  West, 13.90 feet,

South  $76^{\circ}31'32''$  West, 60.59 feet,

North  $12^{\circ}22'08''$  West, 10.22 feet,

North  $76^{\circ}22'50''$  East, 6.30 feet,

North  $10^{\circ}56'49''$  West, 4.85 feet,

North  $78^{\circ}55'04''$  East, 14.25 feet,

North  $06^{\circ}02'41''$  West, 1.68 feet,

South  $74^{\circ}20'26''$  East, 12.84 feet,

North  $76^{\circ}01'14''$  East, 28.33 feet,

North  $67^{\circ}57'46''$  East, 14.01 feet,

thence South  $12^{\circ}41'35''$  East, 14.13 feet, to the TRUE POINT OF BEGINNING, containing an area of 878.78 square feet.

Parcel 10:

A parcel of land in the Southwest Quarter of the Southwest Quarter, Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion, of that survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35;

thence North  $00^{\circ}59' 52''$  East, 203.97 feet, along the east line of Parcel 3 of said Record of Survey to the edge of a concrete foundation of a garage, which is THE TRUE POINT OF BEGINNING, for this description.

thence along said concrete foundation the following courses:

North  $88^{\circ}42'54''$  West, 2.15 feet,

North  $01^{\circ}30'32''$  East, 39.40 feet,

thence North  $86^{\circ}59'55''$  East, 1.80 feet, to the east line of said Parcel 3;

thence South  $00^{\circ}59'52''$  West, 39.53 feet, along said east line to the TRUE POINT OF BEGINNING, containing an area of 77.86 square feet.

Parcel 11:

A parcel of land in the Southwest Quarter of the Southwest Quarter, Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of that survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35;

thence North  $00^{\circ}59' 52''$  East, 309.77 feet, along the east line of parcel 3 of said survey, to edge of a concrete walk being THE TRUE POINT OF BEGINNING, for this description;

thence along the boundary of said concrete walk the following courses:

South  $56^{\circ}57'11''$  West, 5.42 feet,

South  $77^{\circ}56'36''$  West, 6.22 feet,

South  $34^{\circ}22'09''$  West, 7.03 feet,

North  $56^{\circ}01'11''$  West, 3.78 feet,

North 31°09'40" East, 4.63 feet,

North 42°03'13" East, 4.90 feet,

North 78°39'49" East, 5.51 feet,

North 70°55'46" East, 2.82 feet,

North 48°34'04" East, 3.23 feet,

North 61°22'27" East, 1.88 feet, to the east line of said Parcel 3;

thence South 00°59'52" West, 4.69 feet, along the said east line to the TRUE POINT OF BEGINNING, containing an area of 81.48 square feet.

Parcel 12:

A parcel of land in the Southwest Quarter of the Southwest Quarter, Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, being a portion of that survey, recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office, more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35;

thence North 00°59' 52" East, 350.55 feet, along the east line of Parcel 3 of said Record of Survey to the edge of elevated boardwalk, being THE TRUE POINT OF BEGINNING of this description.

thence along the edge of said boardwalk the following courses:

South 22°49'53" West, 11.12 feet,

South 02°35'51" West, 3.21 feet,

North 86°01'11" West, 4.01 feet,

North 02°08'29" East, 12.95 feet,

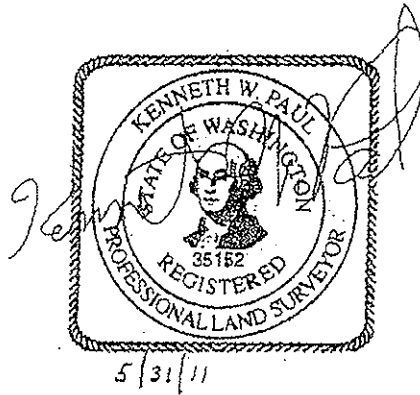
North 25°21'53" West, 1.06 feet,

North 05°39'55" West, 5.87 feet,

South 87°45'23" East, 9.13 feet, to the east line of said Parcel 3;

thence South 00°59'52" West 6.22 feet, along said east line to the TRUE POINT OF BEGINNING, containing an area of 129.63 square feet.

The Basis of Bearing for the 12 excepted parcels in this description is the north line of section 2, Township 1 North, Range 3 East, being held as South 89°34'46" West, as shown on that survey recorded in Book 60 of Surveys, at Page 188, records of Clark County Surveyor's Office.



## STAFF REPORT

### Business Park Zoning

TO: Scott Higgins, Mayor  
City Council

FROM: Sarah Fox, Senior Planner, on behalf of the city's Planning Commission

DATE: November 9, 2012

### **Background**

Each year the city announces that proposed amendments to the Comprehensive Plan must be received prior to the end of January. The 2012 announcement was published in the Camas Post Record and ran November 1 through December 6, 2011. One application that the city received generally encompasses lands located north of Lacamas Lake (henceforth referred to as "Northshore"), and is included in a Development Agreement (Attachment "B"). The proposed Business Park zone (Attachment "A"), which is the focus of this staff report, furthers the work that was previously agreed upon.

The Northshore Comprehensive Plan Amendment proposed (in part) to amend the current Light Industrial/Business Park (LI/BP) comprehensive plan designated lands to Industrial, with a concurrent zone change to Business Park\*, consistent with the terms of the development agreement. For clarity, this proposed zoning code, does not include any associated changes to the city's comprehensive plan or zoning maps.

On October 16, 2012, the city's Planning Commission reviewed the proposed amendments (Attachment "A"), conducted a public hearing, deliberated, and then forwarded a recommendation of approval for the following actions:

- Amend Camas Municipal Code (CMC) Title 18 Zoning Chapters 18.05 Districts Designated; 18.07 Use Authorization; and 18.09 Density and Dimensions; and
- Add Chapter 18.37 Business Park to Title 18 Zoning.

### **Analysis**

The proposed Business Park zoning code is significantly modeled after the LI/BP zone (CMC Chapter 18.21), and is intended to address both the design requirements under Section 5 of the development agreement (page 4) and apply some of the lessons learned through the years of implementation of LI/BP zoning. A few difficulties with the LI/BP development code include: a Type III permit process; setbacks of 200-feet at the front lot line and 100-feet at the side and rear lot lines; and irrigation required at generously-sized landscaped areas.

**Type II Permit:** Development applications for uses that are outright permitted within the business park zone are proposed to be processed under Site Plan Review (CMC Chapter 18.18), which is a Type II permit. A Type II permit requires public notice of the administrative decision, but does not require a

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\* For clarity, the development agreement specifically allows for two zoning districts that are referred to as "mixed use and employment". Moving forward, the "employment" district is proposed to be named "Business Park".

public hearing. Type II decisions are sent to properties owners within 300-feet of the subject property and allow an appeal to be filed within 14-days of issuance.

In comparison, an LI/BP development as a Type III permit requires a public hearing before Planning Commission and a final decision by City Council, which typically spans several months for scheduling, publishing notices, and final decision issuance. As a Type III permit, one of the reasons for requiring this level of review is that *"Type III decisions involve the greatest amount of discretion and/or evaluation of approval criteria,"* CMC§18.55.030-C. In summary, the proposed Type II permit type will allow for timelier review (*typically measured in weeks*), while still allowing for public review and appeals.

**Design Standards:** The proposed business park design standards (Attachment "A") at Sections 18.09.030 and 18.37.030 are intended to provide design standards that reduce the need for discretionary decision making. Specifically, the architectural standards describe a range of acceptable building materials; provide limitations to mass and scale, roof form, fencing, and lighting. The landscaping standards of proposed section 18.37.040 require street frontages to be landscaped with a combination of trees, shrubs and ground cover, and encourage native species to be planted. There is a requirement for walls, fencing, and security fencing to include a landscape buffer. The city's Design Review Committee will review and provide a recommendation for new developments, which is the typical process outside the LI/BP zone.

**Camas Design Standards Manual:** The agreement specifically requires at Section 5.1 Streetscape, that development within Northshore comply with the minimum street standards of CMC17.19 and the Camas Design Standards Manual. The proposed business park code does not provide alternate standards, and is therefore consistent with this provision.

**Use Authorization:** The proposed use authorization table for the business park zone is directly from the development agreement, Exhibit "C". The proposed amendments to the table at Section 18.07.030, differs slightly from the agreement, in that the applicant decided not to add "green technology", given that there is considerable ambiguity in the term. Most definitions of green technology include similar uses already within the city's use table (e.g. high-tech industry and research facility). There have also been a few additions to the use table from the date the development agreement was recorded, namely the adoption of "event center" and "specialty goods production (e.g. brew pub)" uses. The appropriateness of these uses within the business park zone has not yet been contemplated within the legislative process.

**Permit Expiration:** The proposed code provides five years for permit validity, in comparison to most Type II permits that expire after two years as regulated by CMC§18.55.260(A), except for short plats.

## **Conclusions**

Staff finds that the proposed Business Park code is generally consistent with the development agreement (Attachment "B"), the Camas Design Standard Manual, and is not inconsistent with other development standards. The proposed code provides impartial standards that can be reviewed administratively.

## **Recommendations**

**That Council set a date for a public hearing on the proposed code amendments.**

## **Attachments**

- A. Proposed zoning code amendments
- B. Development Agreement (Record #4704846 AGR, on 10/06/2012)



## Attachment "A"

## Attachment "A"

### Proposed zoning code amendments

The proposed amendments to the zoning code are provided as underlined text\*. For each proposed change the entire section of Camas Municipal Code (hereinafter referred to as "CMC") has been included for clarity and context. Also, the public hearing on October 16, 2012, Planning Commission recommended a change on page 11, which is in red text.

<i>Section 18.05.020 Districts designated.</i>	2
<i>Section 18.07.030 Table 1- Commercial, Industrial and high technology land uses.</i>	3
<i>Section 18.09.030 - Table 1—Density and dimensions for commercial and industrial zones.</i>	8
<i>Chapter 18.37 Business Park</i>	9

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\* **Please note:** Unless text is underlined, the code language is unchanged---meaning that any inadvertent typing errors or omissions are not under consideration for amendment.

**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:

<b>District</b>	<b>Symbol</b>	<b>Comprehensive Plan Designation</b>
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
<b>Business Park</b>	<b>BP</b>	<b>Industrial</b>
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	<u>C</u>	X	X	X
Animal shelter <sup>6</sup>	X	X	X	C	X	<u>C</u>	X	C	P
Antique shop <sup>6</sup>	P	P	P	P	P	<u>C</u>	X	X	P
Appliance sales and service <sup>6</sup>	X	P	P	P	P	<u>P</u>	X	C	P
Automatic teller machines (ATM) <sup>6</sup>	P	P	P	P	P	<u>P</u>	P <sup>5</sup>	P	P
Automobile repair (garage) <sup>6</sup>	X	P	C	P	X	<u>P</u>	X	P	P
Automobile sales, new or used <sup>6</sup>	X	P	X	P	X	<u>P</u>	X	P	P
Automobile service station <sup>6</sup>	X	P	C	P	X	<u>P</u>	X	P	P
Automobile wrecking <sup>6</sup>	X	X	X	X	X	<u>X</u>	X	X	C
Bakery (wholesale) <sup>6</sup>	X	X	X	P	X	<u>P</u>	P <sup>5</sup>	P	P
Bakery (retail) <sup>6</sup>	P	P	P	P	P	<u>P</u>	P <sup>5</sup>	P	P
Banks, savings and loan	X	P	P	P	P	<u>P</u>	P <sup>5</sup>	P	P
Barber and beauty shops <sup>6</sup>	P	P	P	P	P	<u>P</u>	P <sup>5</sup>	P	P
Boat building <sup>6</sup>	X	X	X	C	X	<u>C</u>	X	C	P
Boat repair and sales <sup>6</sup>	X	P	X	P	X	<u>P</u>	X	P	P
Book store <sup>6</sup>	C	P	P	P	P	<u>P</u>	P <sup>5</sup>	P	P
Bowling alley/billiards <sup>6</sup>	X	P	X	P	P	<u>P</u>	X	P	P
Building, hardware and garden supply store <sup>6</sup>	X	P	C	P	P	<u>P</u>	X	P	P
Bus station <sup>6</sup>	X	C	C	P	C	<u>P</u>	X	P	P
Cabinet and carpentry shop <sup>6</sup>	X	P	C	P	C	<u>P</u>	P <sup>5</sup>	P	P
Candy; confectionery store <sup>6</sup>	P	P	P	P	P	<u>P</u>	P <sup>5</sup>	P	P
Cart vendors <sup>6</sup>	C	P	C	P	C	<u>P</u>	P <sup>5</sup>	P	P
Cemetery <sup>6</sup>	X	X	X	C	X	<u>X</u>	X	C	P
Clothing store <sup>6</sup>	C	P	P	P	P	<u>P</u>	X	P	P
Coffee shop or cafe <sup>6</sup>	P	P	P	P	P	<u>P</u>	P <sup>5</sup>	P	P
Convention center <sup>6</sup>	X	P	X	C	C	<u>P</u>	P	C	X
Day care center <sup>6</sup>	C	P	P	C	P	<u>C</u>	P <sup>5</sup>	C	C
Day care, adult	P	P	P	P	P	<u>P</u>	P	P	P
Day care, family home <sup>6</sup>	P	P	P	P	P	<u>X</u>	P <sup>5</sup>	P	X
Day care, mini-center <sup>6</sup>	P	P	P	P	P	<u>P</u>	P <sup>5</sup>	P	X
Delicatessen (deli) <sup>6</sup>	P	P	P	P	P	<u>P</u>	P <sup>5</sup>	P	P
Department store <sup>6</sup>	X	P	C	P	P	<u>P</u>	X	P	X
Equipment rental <sup>6</sup>	C	P	C	C	C	<u>P</u>	P <sup>5</sup>	P	P
Event center	X	P	C	P	C	<u>P</u>	P	P	P
Feed store <sup>6</sup>	X	X	X	P	X	<u>C</u>	X	P	P

Attachment "A"  
Proposed Zoning Code Amendments

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



Attachment "A"  
Proposed Zoning Code Amendments

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

Attachment "A"  
Proposed Zoning Code Amendments

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



Attachment "A"  
Proposed Zoning Code Amendments

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Apartment	X	P	X	X	P	<u>X</u>	X	P	X
Residence accessory to and connected with a business	P	P	P	X	P	<u>X</u>	X	P	X
Single-family attached (e.g. rowhouses)	X	C/P <sup>7</sup>	X	X	P	<u>X</u>	X	X	X
Single-family dwelling	X	X	X	X	P	<u>X</u>	X	X	X
<b>Communication, Utilities and Facilities</b>									
Major telecommunication facility <sup>6</sup>	X	X	X	X	X	<u>X</u>	X	X	C
Minor telecommunication facility	P	P	P	P	P	<u>P</u>	P	C	P
Wireless communications facility <sup>3,6</sup>									
Facilities, minor public	P	P	P	P	C	<u>P</u>	P	C	P
Facility, essential <sup>6</sup>	X	X	C	C	C	<u>C</u>	P	C	C
Railroad tracks and facilities <sup>6</sup>	C	X	C	C	C	<u>X</u>	X	C	C
<b>Temporary Uses</b>									
Temporary sales office for a development <sup>4</sup>	T	T	T	T	T	<u>I</u>	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	<u>½ acre</u>	Note 1	10 acres
Minimum lot width (feet)	40	Note 1	Note 1	Note 1	Note 1	100	<u>100</u>	Note 1	Not specified
Maximum <sup>†</sup> Minimum lot depth (feet)	40	Note 1	Note 1	Note 1	Note 1	Note 1	<u>100</u>	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	<u>15</u>	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	<u>15</u>	Note 1	100' for building; 25' for parking
Minimum rear yard (feet)	Note 1	Note 1	Note 1	Note 1	Note 1	25'	<u>50</u>	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%	<u>50%</u>	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'	<u>Note 1</u>	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.

<sup>†</sup> 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.

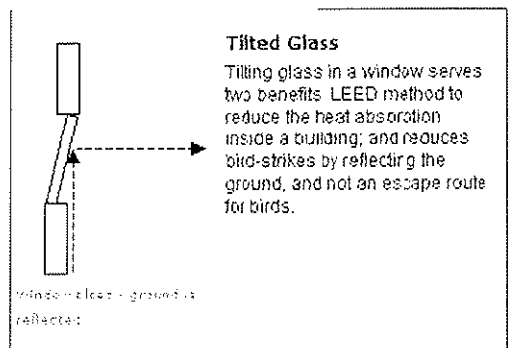
**18.37.020 Permit Process**

- 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.

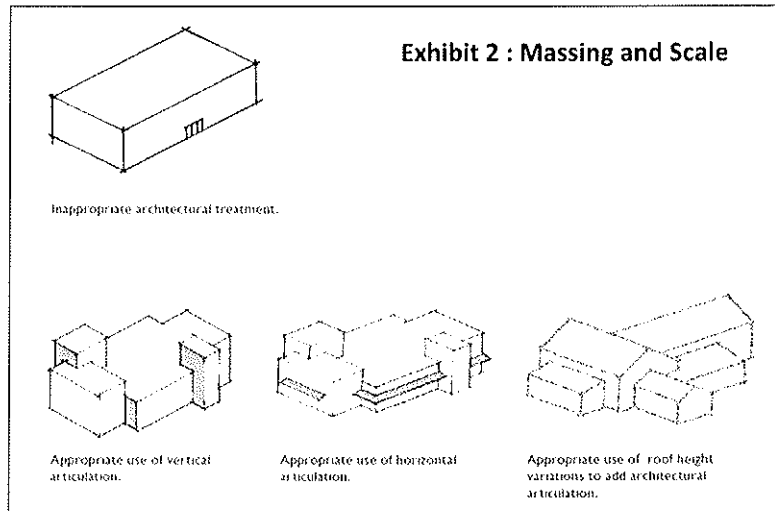
**18.37.030 Architectural design standards**

- 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.
- D. Building massing and scale (See Exhibit 2)

**Exhibit 1: Tilted glass**



- a. Provide a human scale to the primary entrance.
- b. 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.
- c. Avoid large panelized products or extensive featureless surfaces.
- E. Roof form. Incorporate at least two of the following features to add architectural articulation:
  - a. A flat roof with a parapet that screens rooftop equipment from view;
  - b. A cornice or molding to define the top of a parapet;
  - c. Overhanging eaves;
  - d. Sloping roofs with a minimum pitch of 4:12; and/or
  - e. 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.

- A. 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-feet deep. Landscaping buffers shall also be placed along both sides of driveways for their full length.
- B. 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 twenty five 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.

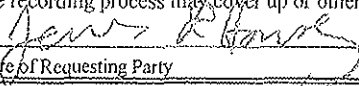
**Attachment "B"**

**Development Agreement**  
**Lacamas Northshore Properties**  
Recording# 470486 AGR 10/06/2010

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

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

Please print or type information

<b>Document Title(s)</b> (or transactions contained therein): Development Agreement Lacamas Northshore Properties
<b>Grantor(s)</b> (Last name first, then first name and initials): 1. Mills Family, LLC, an Oregon limited liability company 2. McGuffin, Shane T. & Melissa A. 3. Ware, Eric J. & Amber F. 4. Weakley, Eleanor M., Trustee of the Fred H. Weakley Trust dated May 2, 2002 5. Mason, David W. & Alexis R. 6. Ware, Roy J. and Judy A. 7. Buma, Edward & Jacqueline Sue 8. Cisney, Merle E., Trustee of the Cisney Living Trust dated October 16, 1997 9. Cisney, Robert A. & Debra S. 10. Johnston Dairy, L.L.C., a Washington limited liability company 11. Borowski, Edward C.
<b>Grantee(s)</b> (Last name first, then first name and initials): City of Camas <input type="checkbox"/> Additional names on page _____ of document.
<b>Legal Description</b> (abbreviated: i.e. lot, block, plat or section, township, range): PTN of SEC 27, SEC 34, & SEC 35, T2N, R3E, W.M. <input checked="" type="checkbox"/> Additional legal is on page <u>Exhibit A-1 &amp; A-2</u> of document.
<b>Assessor's Property Tax Parcel/Account Number:</b> 175712-000; 175713-000; 175717-000; 175720-000; 175724-000; 175725-000; 175726-000; 175727-000; 175733-000; 15735-000; 175747-000; 175752-000; 175772-000; 177884-000; 177885-000; 177891-000; 177903-000; 177904-000; 178171-000; 178175-000; 178180-000 <input type="checkbox"/> Assessor Tax # not yet assigned.
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.  _____ Signature of Requesting Party
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT  
LACAMAS NORTHSORE PROPERTIES**

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

**RECITALS**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

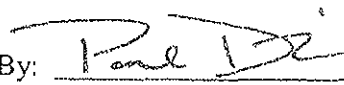
Exhibits:

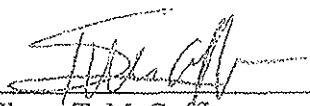
- Exhibit A: Legal Description of Property
- Exhibit B: Conceptual Master Plan
- Exhibit C: Proposed Use List
- Exhibit D: Streetscape Standards
- Exhibit E: Parking Areas and Trails on Parcels 175720-000 and 177885-000

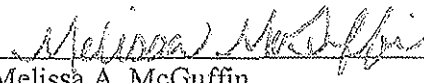
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

CITY OF CAMAS

Parcel No. 175712-000 (McGuffin)

By:   
Title Mayor

  
Shane T. McGuffin  
Date signed Aug. 4, 2010

  
Melissa A. McGuffin  
Date signed Aug 4, 2010

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

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

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

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

MILLS FAMILY, LLC, an Oregon limited liability company

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

Parcel No. 175724-000 (Weakley Trust)

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

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

David W. Mason  
David W. Mason  
Date signed Aug 4 2010

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

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

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

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

Parcel No. 175772-000 (Buma)

Edward Buma  
Edward Buma  
Date signed 8-10-10

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



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

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

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

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

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

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

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

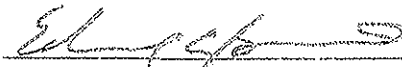
By: Leroy N. Johnston  
Leroy N. Johnston, Trustee of the Leroy N. Johnston Revocable Trust dated 12/30/97, Member  
Date signed 8/4/10

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

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

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

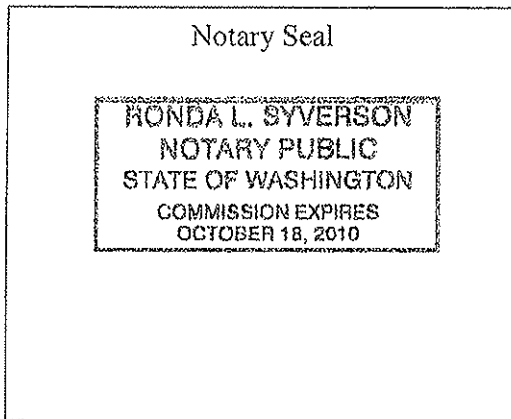
Parcel No. 175713-000 (Borowski)

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

State of Washington )  
 ) ss.  
County of Clark )

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

Dated: October 5, 2010.



Ronda L. Syverson  
Notary Public for Washington

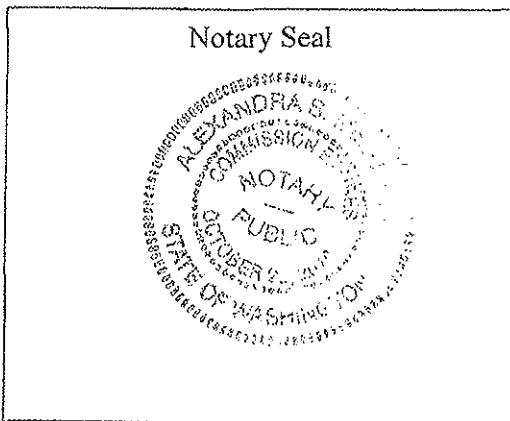
Ronda L. Syverson  
Name of Notary

My appointment expires: 10/18/2010

State of Washington )  
 ) ss.  
County of Clark )

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

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



Alexandra S. McCulley  
Notary Public for Washington

Alexandra S. McCulley  
Name of Notary

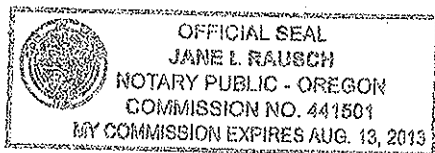
My appointment expires: 10/20/2010

State of OREGON

County of Multnomah

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

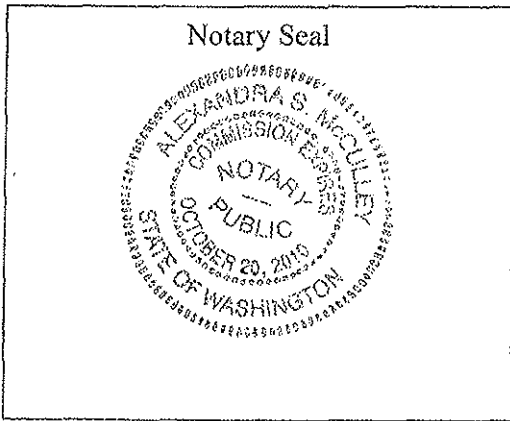
Jane L. Rausch  
Notary Public for the State of Oregon



State of Washington )  
 ) ss.  
County of Clark )

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

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



Alexandra S. McCulley  
Notary Public for Washington

Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/2010

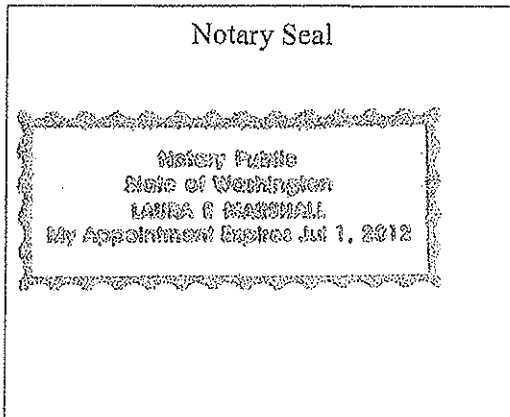
State of Washington )  
 ) ss.  
County of Clark )

*Gail L. Gregg & Gregg F. Weakley  
as co-trustees of Fred H. Weakley Trust*

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

Dated: Aug. 5, 2010.

*Notary for Gail L. Gregg*



Laura E. Marshall  
Notary Public for Washington

Laura E Marshall  
Name of Notary

My appointment expires: 7-1-12



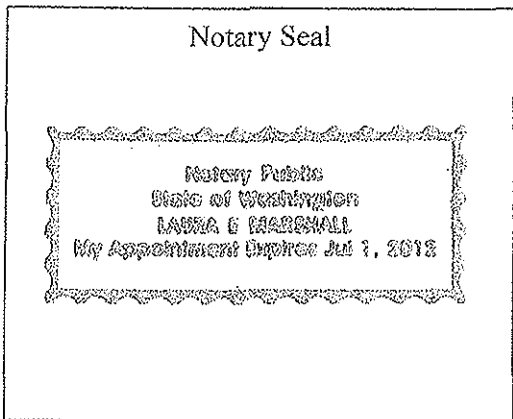
State of Washington )  
 ) ss.  
County of Clark )

*Wail L. Gregg & Gregg F. Weakley  
as Co-Minors in Trust for*

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

Dated: Aug. 5, 2010.

*Notary for Gregg F. Weakley*



Laura E. Marshall  
Notary Public for Washington

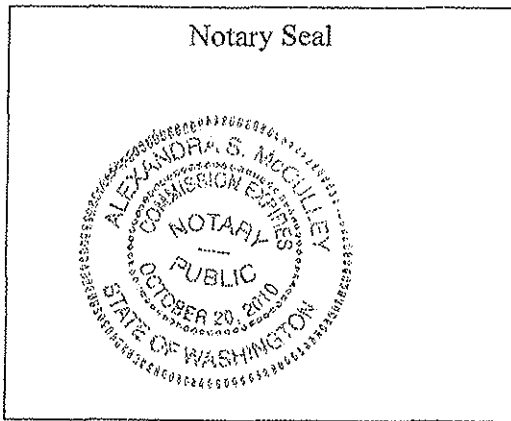
Laura E. Marshall  
Name of Notary

My appointment expires: 7-1-12

State of Washington )  
 ) ss.  
County of Clark )

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

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



Alexandra S. McCulley  
Notary Public for Washington

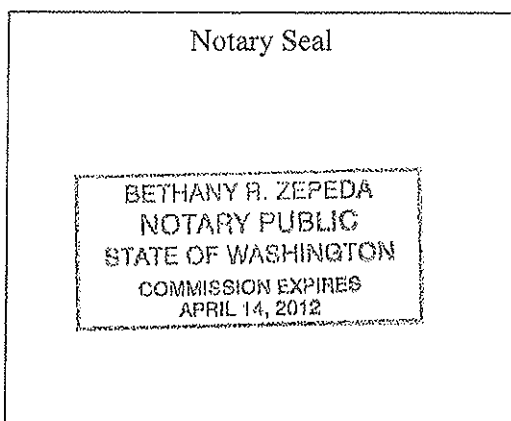
Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/2010

State of Washington )  
 ) ss.  
County of Clark )

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

Dated: 8-11-10, 2010.



Bethany R. Zepeda  
Notary Public for Washington

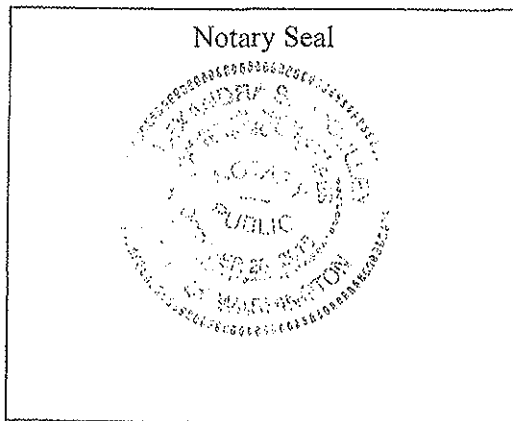
Bethany R. Zepeda  
Name of Notary

My appointment expires: April 14, 2012

State of Washington )  
 ) ss.  
County of Clark )

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

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



Alexandra S. McCulley  
Notary Public for Washington

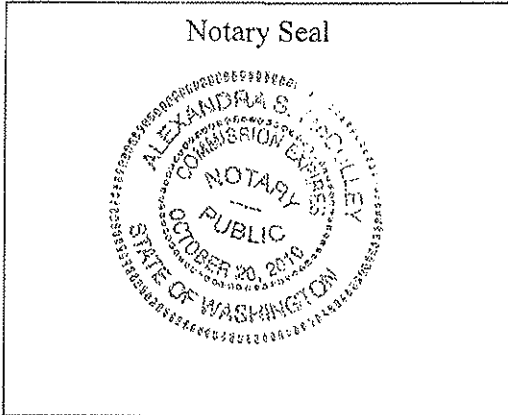
Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/10

State of Washington )  
 ) ss.  
County of Clark )

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

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



Alexandra S. McCulley  
Notary Public for Washington

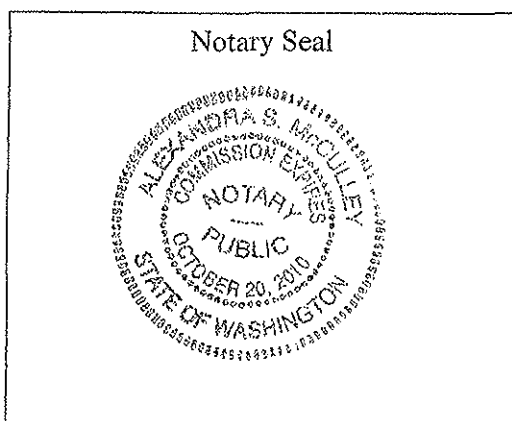
Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/2010

State of Washington )  
 ) ss.  
County of Clark )

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

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



Alexandra S. McCulley  
Notary Public for Washington

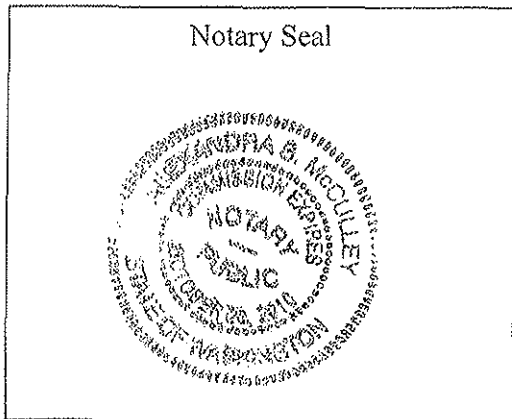
Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/2010

State of Washington )  
 ) ss.  
County of Clark )

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

Dated: August 4, 2010.



Alexandra S. McCulley  
Notary Public for Washington

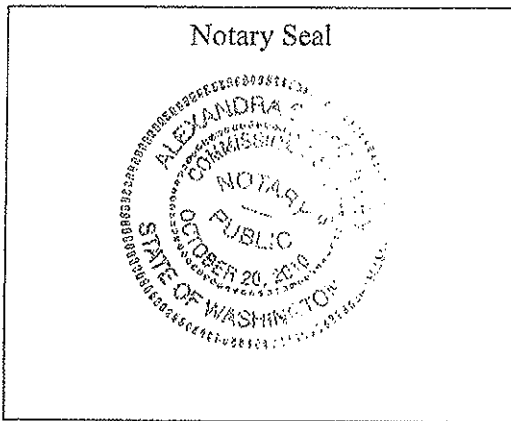
Alexandra S. McCulley  
Name of Notary

My appointment expires: 10/20/2010

State of Washington )  
 ) ss.  
County of Clark )

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

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



Alexandra S. McCulley

Notary Public for Washington

Alexandra S. McCulley

Name of Notary

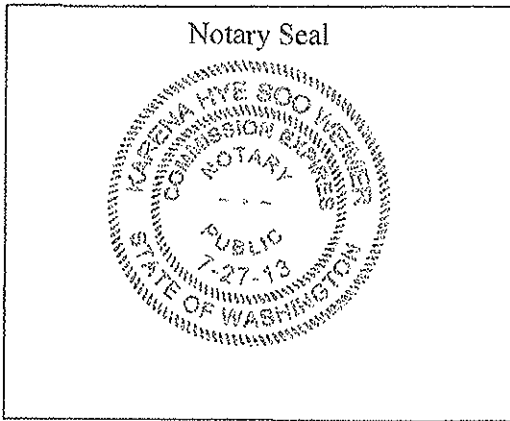
My appointment expires: 10/20/2010




State of Washington )  
 ) ss.  
County of Clark )

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

Dated: 8/10, 2010.



  
Notary Public for Washington

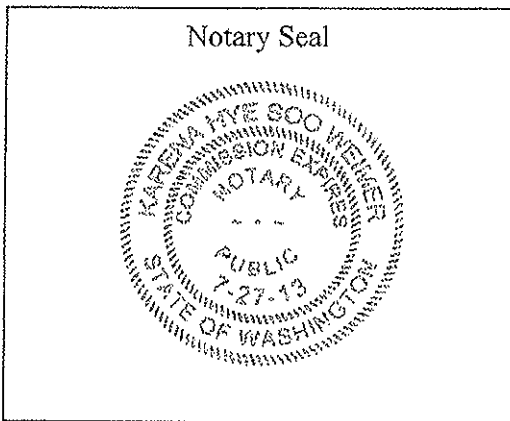
Karina Hye Soo Weimer  
Name of Notary

My appointment expires: 7/27/13

State of Washington )  
 ) ss.  
County of Clark )

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

Dated: 8/10, 2010.



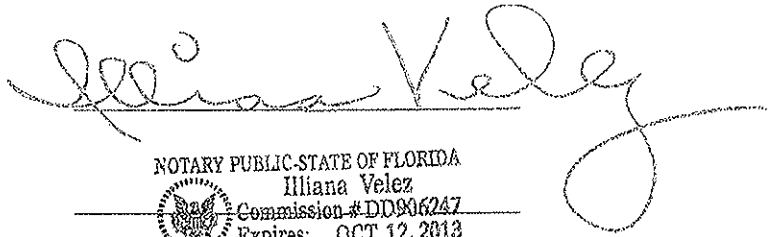
Karena Hye Soo Weimer  
Notary Public for Washington

Karena Hye Soo Weimer  
Name of Notary

My appointment expires: 7/27/13

STATE OF FLORIDA  
COUNTY OF Charlotte

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



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

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

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

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

Commencing at the Section Corner common to Sections 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian; thence along the West line of said Section 27, South  $01^{\circ} 13' 20''$  West 1316.48 feet to the North  $1/16$  Corner on the West line of Section 27; thence departing said West line of Section 27 running along the North  $1/16$  line of Section 27, South  $89^{\circ} 06' 17''$  East 30.00 feet to a point on the East right-of-way of NE 232<sup>nd</sup>. Avenue, said point also being THE TRUE POINT OF BEGINNING; thence continuing along said North  $1/16$  line of Section 27, South  $89^{\circ} 06' 17''$  East 2618.75 feet to the Center North  $1/16$  Corner of Section 27; thence along the Center line of Section 27, South  $01^{\circ} 43' 07''$  West 1325.65 feet to the Center  $1/4$  Corner of Section 27; thence along the East  $1/16$  line of Section 27, South  $88^{\circ} 54' 28''$  East 2651.26 feet to the East  $1/4$  Corner of Section 27; thence along the East line of Section 27, South  $03^{\circ} 51' 44''$  West 1876.12 feet; thence departing said East line of Section 27 North  $88^{\circ} 08' 36''$  West 40.00 feet to a point on the West right-of-way of NE 252<sup>nd</sup>. Avenue; thence along the West right-of-way of NE 252<sup>nd</sup>. Avenue, South  $01^{\circ} 51' 44''$  West 770.55 feet; thence departing said West right-of-way of NE 252<sup>nd</sup>. Avenue South  $88^{\circ} 55' 51''$  East 40.00 feet to the Section Corner common to Sections 26, 27, 34 and 35, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Section 35, South  $88^{\circ} 54' 43''$  East 1326.97 feet to the West  $1/16$  Corner of Section 35; thence South  $01^{\circ} 11' 49''$  West 1321.47 feet to the Northwest  $1/16$  Corner of Section 35; thence North  $88^{\circ} 49' 40''$  West 1323.97 feet to the North  $1/16$  Corner on the West line of Section 35, said point also being the Northeast Corner of Government Lot 6, Section 34, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Government Lot 6, North  $88^{\circ} 54' 39''$  West 1321.38 feet; thence continuing along the North line of Government Lot 6, North  $88^{\circ} 53' 47''$  West 880.01 feet; thence departing the North line of Government Lot 6, South  $07^{\circ} 26' 10''$  East 271.51 feet to a point on the Northerly right-of-way of Leadbetter Road; thence along the Northerly right-of-way of Leadbetter Road on the arc of a 2895.59 foot radius curve to the left, through a central angle of  $2^{\circ} 22' 54''$ , (the long cord of which bears North  $41^{\circ} 37' 36''$  West, 120.36') an arc length of 120.36 feet to a point of tangency; thence continuing along said Northerly right-of-way, North  $42^{\circ} 39' 10''$  West 249.33 feet; thence departing said Northerly right-of-way, North  $88^{\circ} 53' 47''$  93.68 feet to a point on the Northerly Shoreline of Lacamas Lake; thence along said Northerly Shoreline, North  $46^{\circ} 14' 00''$  West 351.03 feet; thence along said Northerly Shoreline, North  $56^{\circ} 05' 39''$  West 700.55 feet; thence along said Northerly Shoreline, North  $29^{\circ} 29' 12''$  West 61.48 feet; thence along said Northerly Shoreline, North  $19^{\circ} 42' 41''$  West 515.10 feet; thence along said Northerly Shoreline, North  $29^{\circ} 26' 23''$  West 91.60 feet; thence along said Northerly Shoreline, North  $43^{\circ} 21' 27''$  West 35.83 feet; thence along said Northerly Shoreline, North  $56^{\circ} 32' 27''$  West 259.52 feet; thence along said Northerly Shoreline, North  $48^{\circ} 33' 55''$

West 340.16 feet; thence along said Northerly Shoreline, North 45° 16' 08" West 16.35 feet; thence departing said Northerly Shoreline, North 29° 14' 09" East 179.86 feet; thence South 54° 07' 51" East 145.10 feet; thence South 60° 55' 51" East 138.00 feet; thence South 67° 05' 51" East 173.60 feet; thence South 24° 25' 51" East 283.20 feet to a point on the South line of Section 27, said point is between the Southwest Corner of said Section 27 and the South ¼ Corner of said Section 27; thence along said South line of Section 27, South 88° 55' 51" East 146.20 feet; thence departing said South line of Section 27, North 01° 04' 09" East 60.00 feet; thence South 88° 55' 51" East 50.00 feet; thence South 01° 04' 09" West 60.00 feet to a point on the South line of Section 27, said point is between the Southwest Corner of said Section 27 and the South ¼ Corner of said Section 27; thence along said South line of Section 27, South 88° 55' 51" East 681.30 feet to the South ¼ Corner of Section 27; thence along the Center line of Section 27, North 01° 43' 07" East 1323.55 feet to the Center South 1/16 Corner of Section 27; thence along the Center South 1/16 line of Section 27, North 88° 55' 09" West 2625.77 feet to a point on the West line of Section 27, Township 2 North, Range 3 East, Willamette Meridian; thence along the West line of said Section 27, North 01° 13' 20" East 211.45 feet to a point on the Westerly right-of-way of Leadbetter Road; thence departing the West line of said Section 27 and departing the Westerly right-of-way of Leadbetter Road, North 80° 26' 19" East 60.00 feet to a point on the Easterly right-of-way of Leadbetter Road; thence along said Easterly right-of-way, North 09° 33' 41" West 103.57 feet to a point of curvature; thence along said Easterly right-of-way on the arc of a 541.07 foot radius curve to the right through a central angle of 10° 47' 00" (the long cord of which bears North 04° 10' 47" West 101.88 feet) an arc length of 101.83 feet to a point on the East right-of-way of Leadbetter Road; thence said East right-of-way North 01° 13' 20" East 2215.05 feet to THE TRUE POINT OF BEGINNING.

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

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










EXHIBIT B  
CONCEPTUAL MASTER PLAN

# Lacamas Northshore

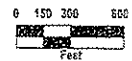
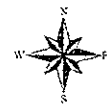
## Exhibit "B" Concept Master Plan

### Legend

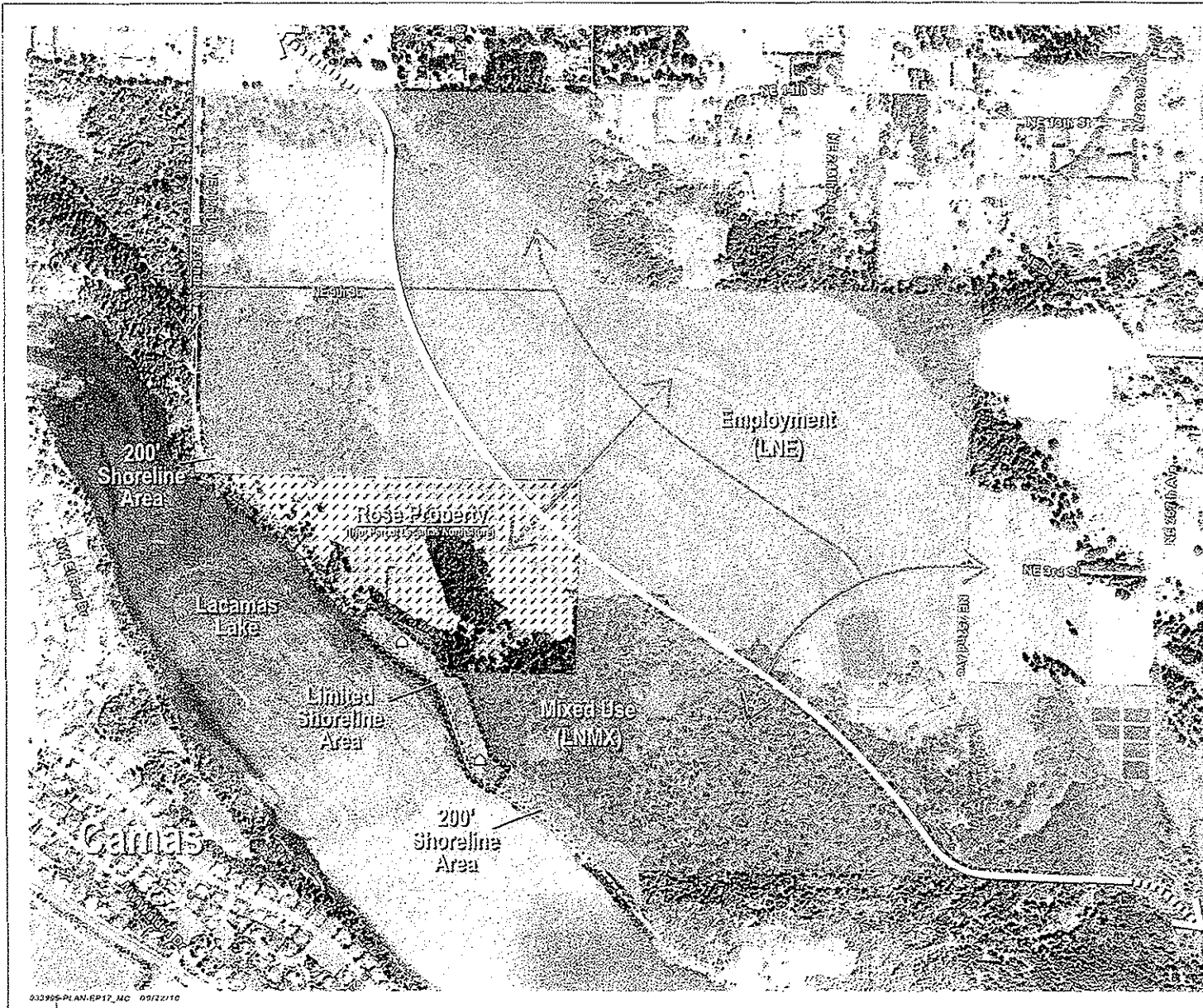
-  Ultimate Arterial Alignment
-  Proposed Collector Alignment
-  Mixed Use (LNM) - 163.6 Ac
-  Employment (LNE) - 266.3 Ac
-  200' Shoreline Area - 13.3 Ac
-  Limited Shoreline Area - 6.7 Ac
-  Not Part of Lacamas Northshore (Rose Property)

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

09-22-10



**WHPacific**



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



**EXHIBIT "C"**

**USE TABLE**

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

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

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

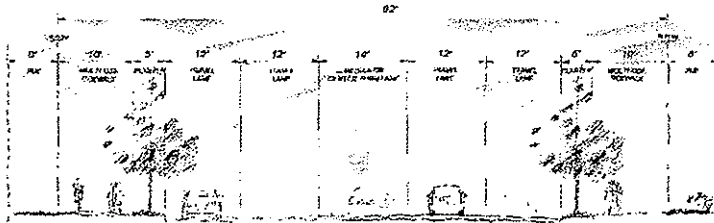
Shoe repair and sales	P	P
Stock broker, brokerage firm	P	P
Taverns	C	P
Theater, except drive in	P	P
Truck terminals	X	X
Veterinary clinic	P	P
Video rental store	P	P
Warehousing, wholesale and trade	X	P
Warehousing bulk retail	X	X
Cotton, wool, other fibrous material	X	X
Food production or treatment	X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

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

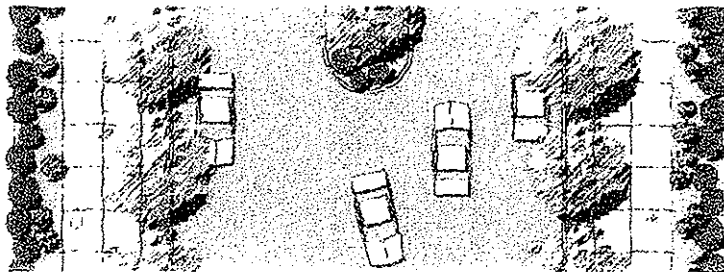
**EXHIBIT D**  
**STREETSCAPE STANDARDS**

# Lacamas Northshore

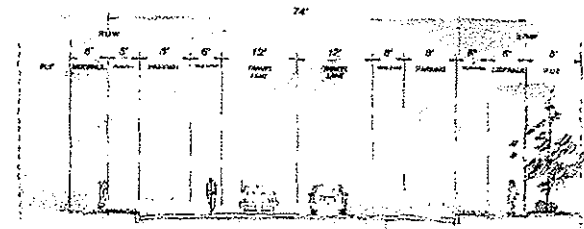
Camas, WA.



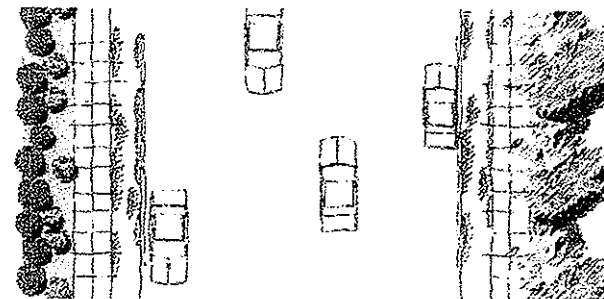
Arterial Roadway Section



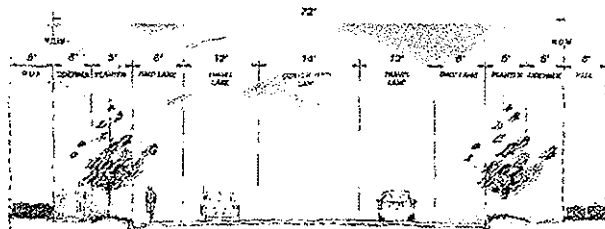
Arterial Roadway Plan



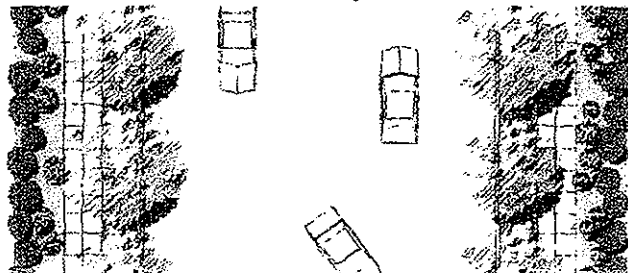
Local Roadway Section



Local Roadway Plan



Collector Roadway Section



Collector Roadway Plan

05-18-09

LYMBAL  
LOGAN  
ARCHITECTS

WHPacific

**EXHIBIT E**

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

CAMAS WASHOUGAL  
ECONOMIC DEVELOPMENT ASSOCIATION

1700 Main Street, Suite 208  
Washougal, Washington 98671  
(360) 607-9816  
www.cweda.org

December 21, 2012

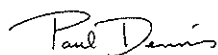
Phil Bourquin  
616 NE 4th Avenue  
Camas, WA 98607

Dear Mr. Bourquin:

As we've previously discussed, Project Small Tools has been looking for a suitable site within West Camas for nearly 18-months. Each site previously considered has had encumbrances or in one case was purchased by another buyer before the site could be secured. As discussed with City Council on December 17<sup>th</sup> and subsequently with you on December 18<sup>th</sup>, we have a co-investor/developer that will partner with Small Tools to build a 30,000 square foot business park, named Skyridge Business Park, on 2.5 acres (see attachment for conceptual site layout and building elevation). The subject property is located along NW Brady Rd just north of NW 16<sup>th</sup> Ave.

The site is currently zoned Community Commercial (CC). Each of the businesses interested in locating at the Skyridge Business Park are allowed uses within the CC zone with the exception of Small Tools. Small Tools operates a machine shop. Machine shops are a conditional use within Regional Commercial (RC), mixed-use (MX), and Light Industrial (LI) zones; and permitted within Light Industrial/Business Park (LI/BP) and Heavy Industrial (HI) zones. As discussed during the public hearing on December 17<sup>th</sup>, I see a three different options that could help resolve the use issue for Small Tools: a) Rezone property to LI (requires Comp Plan amendment), b) Rezone to RC (requires rezone process), or c) Amend CC Use Table to allow machine shops as conditional use (consistent with RC and LI zones). On behalf of Skyridge Business Park, I am requesting that the City consider amending the use table. This would not only help Small Tools but other existing businesses that operate machine shops as ancillary functions to their business. Time is of the essence for this project as the business park proponents have a finite time to take advantage of their financing coupled with the extraordinary time it has taken for Small Tools to find an adequate site. As we've discussed, I would like the City Council to consider amending the use table as part of their January 7<sup>th</sup> Use Table Hearing.

Respectfully,



Paul Dennis  
President/CEO

C: Mayor Scott Higgins  
Camas City Council





**SKYRIDGE PARK**

ERIC LANCAULT, ARCHITECT

December 10, 2012





SKYRIDGE PARK

ERIC LANCIAULT, ARCHITECT

Oct 8, 2012

Phil Bourquin  
Community Development Director  
City of Camas, WA 98607

Reference – Tax Parcels - 124524000, 124503000, 124502000

We are submitting this request to modify the zone for the referenced parcels. Current zoning is NC, which we would like to see move to a higher zone such as MX /CC or one which is appropriate to create the needed flexibility.

We appreciate City's approval of our idea, which was submitted in the proposal and approved under SPRV 10-01. Current zoning limits our flexibility, which is much needed to meet the changing needs of the community and the business as we move forward.

Background research dating back to last 50years indicates and supports higher zoning. These properties were in use as a service station, tire repair shop, repair garage for the school district, convenience store, carpentry shop, warehouse, retail store, boat repair, video rental, single family home and currently being used by Camas produce, to name a few uses. Parcels are flanked by SR-500 to the west, Mill Pond to the east, open space owned by the City to the north, a mobile-home park a commercial outfit and a single family home to the south. Historically this area has been and currently continues to be a mixed-use area.

Under current zoning, we will not be able to fully occupy the approved building envelope. With the mixed-use zone or one that is appropriate, the Specialty Produce piece of the approved proposal can then have the needed flexibility to occupy without any additional permitting. The use is permitted outright in the MX column of the land use table. This approval is needed to step in to the next phase of building design.

We thank you in advance for your support to move this request forward for City's consideration.

Thank you,

Manoj Kripalani  
Camas Lakeland LLC

CC: Mayor Scott Higgins, City of Camas  
Paul Dennis, President /CEO, CWEDA

RESOLUTION NO. 1256

A Resolution adopting the performance policy, standards and objectives outlined in Substitute House Bill 1756 as Camas-Washougal Fire Department's emergency resource response time objectives.

**WHEREAS**, Camas-Washougal Fire Department is established by Interlocal Agreement (ILA) as the merged composite of the Camas Fire Department and the Washougal Fire Department to provide certain emergency medical, fire and rescue services under the terms of that ILA; and,

**WHEREAS**, Camas-Washougal Fire Department has a mission statement, goals and objectives that guide the organization in providing fire and medical services to our community; and,

**WHEREAS**, Camas-Washougal Fire Department has a basic organizational structure that includes the elected officials, Chief, Officers, Paramedics, Firefighters and Fire Marshals; and,

**WHEREAS**, Camas-Washougal Fire Department has a certain number of members who perform the tasks required to accomplish our response objectives; and,

**WHEREAS**, Camas-Washougal Fire Department is required by state law to establish turnout and response time goals for the first arriving Basic Life Support, Advanced Life Support, and Fire Engine responses to fire suppression calls and response time goals for a full alarm assignment for Fire Engine responses to fire suppression calls; and,

**WHEREAS**, Camas-Washougal Fire Department has evaluated the elements identified in SHB 1756 and included those provisions deemed appropriate in the Department's emergency service delivery; and,

**WHEREAS**, Camas-Washougal Fire Department has developed written response coverage objectives designed to comply with applicable provisions of SHB 1756.

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Camas as follows:

I

The Council hereby adopts the attached response coverage document as the Camas-Washougal Fire Department's official policy for determining emergency medical, fire and rescue resource deployment time standards.

II

The attached response coverage document officially defines the Camas-Washougal Fire Department's written policies and procedures that establish the response time standards of the department.

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

## Policy Statements

The Camas-Washougal Fire Department exists as a fire department within the City of Camas and the City of Washougal. The Camas-Washougal Fire Department was organized under the tenants of an Interlocal Agreement between the City of Camas and the City of Washougal(cite Attachment "A"). The Camas-Washougal Fire Department provides service to the City of Camas and the City of Washougal within Clark County Washington. The Camas-Washougal Fire Department also provides Transporting Advanced Life Support Service to the City of Camas, City of Washougal, East County Fire and Rescue Services, a portion of the City of Vancouver and a portion of Clark County Fire District Five.

The services provided by the Camas-Washougal Fire Department include:

- A) Fire Suppression
- B) Fire Investigation
- C) Fire inspection of occupancies within the City of Camas and the City of Washougal
- D) Transporting Advanced Life Support (ALS) Emergency Medical Services
- E) First Response Advanced/Basic Life Support (ALS/BLS) Emergency Medical Services
- F) Public Education
- G) Fire Prevention
- H) Hazardous materials "Awareness Level" Response
- I) Low-angle Rescue
- J) Automatic and Mutual emergency response to neighboring jurisdictions

The Camas-Washougal Fire Department operates under a chain-of-command which has been established by the Camas City Council and the Washougal City Council, who are elected to represent the public they serve. The chain-of-command, or organizational chart, is represented in attachment "B".

The Camas-Washougal Fire Department normally employs fifty-six (56) career members. The total number by their assigned areas of responsibility is as follows:

Chief-1

Division Chief: Fire Marshal-1

Division Chief: EMS-1

Training Captain-1

Deputy Fire Marshal-1

Administrative Support-2

Line Battalion Chiefs-3

Line Fire Captains: Paramedic-4

Line Fire Captains: IV Technicians-5

Line Firefighters: Paramedic-21

Line Firefighters: IV Technician-16

## Response Standards

### 1) Turnout Time

Turnout Time Standard:

The Camas-Washougal Fire Department has adopted a turnout time standard of two (2) minutes 90% of the time.

### 2) Arrival of 1<sup>st</sup> Arriving Engine Company at Fire Suppression Incident

Response Time Standard:

The Camas-Washougal Fire Department has adopted a response/travel time standard of five (5) minutes for the first fire engine to arrive when responding to a fire suppression incident within their first due area 90% of the time.

### 3) Deployment of full first alarm assignment at a fire suppression incident.

Response Time Standard for Full 1<sup>st</sup> Alarm Response:

The Camas-Washougal Fire Department has adopted a response/travel time standard of ten (10) minutes to deploy the first full alarm assignment when responding to a fire suppression incident within the City of Camas and within the City of Washougal 90% of the time.

### 4) Arrival of First Response Medical Aid Vehicle at an emergency medical incident.

Response Time Standard:

The Camas-Washougal Fire Department has adopted a response/travel time standard of five (5) minutes in the urban area, nine (9) minutes in the suburban area for the arrival of the first emergency medical aid vehicle with a minimum of two Firefighter EMT's when responding within their first due area 90% of the time.

### 5) Arrival of Advanced Life Support Transport unit at an emergency medical incident.

Response Time Standard:

The Camas-Washougal Fire Department has adopted a response/travel time standard of nine (9) minutes in the urban area, thirteen (13) minutes in the suburban area, and twenty-one (21) minutes in the rural area for the arrival of the first emergency medical transport unit with a minimum of one Firefighter Paramedic 90% of the time.

### 6) Arrival of Hazardous Materials trained and equipped Technicians.

Response Time Standard:

The Camas-Washougal Fire Department Firefighters are trained to Awareness Level for response to hazardous materials incidents and are responsible for hazardous materials incidents within

the City of Camas and the City of Washougal. The Camas-Washougal Fire Department's response time standard is the same as for a fire suppression call.



# Addendum "A"

## INTERLOCAL AGREEMENT

This Interlocal Agreement made this day by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal"; and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas".

### WITNESSETH

1. The cities of Washougal and Camas are currently operating under an Interlocal Agreement entered into on the 5<sup>th</sup> day of July, 2006, whereby Camas provides ambulance services to the City of Washougal.

2. Both cities are desirous of modifying the previous agreement and continuing an Interlocal Agreement pursuant RCW 39.34, the Interlocal Cooperation Act, with the new Agreement to supersede the old Agreement in its entirety.

3. The parties to this agreement are also parties to an interlocal agreement with East County Fire & Rescue District for the provision of emergency medical rescue and licensed ALS transport service in Camas, Washougal, and East County Fire & Rescue District. The three party agreement sets forth provisions and condition common to all three parties. This agreement supplements the three party agreement by specifying additional provisions applicable only to Camas and Washougal.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

Section 1. PURPOSE: The purpose of this Agreement is to allow the City of Camas to

continue to furnish emergency medical rescue and licensed ALS ambulance transport services to citizens within the City of Washougal. The two cities acknowledge that the current financial structure of the EMS system is unsustainable and that a solution must be determined cooperatively to make the system sustainable into the future. Further, the two cities are engaged in a cooperative evaluation of the viability of consolidating their respective fire departments in an effort to enhance service to the community and efficiencies in service delivery. In furtherance of both of these goals, the two cities agree to a trial period of consolidation of the operations of the two fire departments to determine if further consolidation efforts should be undertaken. Continuation of the trial consolidation will allow all Fire Department employees from the rank of Captain and below to staff either city's department, subject to scheduling by the two Fire Chiefs or the Battalion Chiefs. Wages and benefits for the employees of both departments shall be paid by their respective departments. The intention is to supply personnel when available to augment either department to reduce overtime spending and to evaluate service enhancements.

Section 2. RESPONSIBILITIES OF CAMAS:

A. The City of Camas will station an ALS ambulance at Washougal's Fire Station #171 twenty-four (24) hours per day. Camas ambulance staffing: Staffing deployment will be at the discretion of the Battalion Chief to allow for operational needs but shall be at a minimum; to provide two employees, one of which shall be a paramedic (minimum) at Station 171 in Washougal. In the event the use of accrued leave by the Camas firefighters reduce that number below two and there is sufficient staffing of Washougal firefighters on duty that day to fill the empty slot(s) the city of Camas shall not be required to fill the minimum staffing requirement, providing the criteria of a minimum of one paramedic is still met at Station 171

B. The staff noted above will respond to Washougal fire calls unless they are simultaneously engaged in a medical call per CRESA dispatch protocols and the existing mutual aid agreement.

C. It is the intent of the parties that the Camas ALS ambulance stationed in Washougal will typically be the first responder for Washougal aid calls. However, the dispatch priority will be determined by CRESA based on the closest available unit.

D. Camas Fire Department will continue to provide monthly EMT training to the Washougal Fire Department as is currently provided.

E. Camas Fire Department will provide future Washougal paramedics in training the required ALS service time, which is currently 60 medical calls/transport, necessary to complete paramedic training and gain full certification. Maximum of three at any given time and subject to the FTEP program.

F. The identifying logo on the ambulance stationed in Washougal shall be the "tri-agency" logo that identifies the unit as "Serving Washougal, Camas, and ECF&R.

G. When available, the "on-duty" Camas Fire Department Battalion Chief shall respond to Washougal Fire Department calls at the same level as Camas calls.

Section 3. RESPONSIBILITIES OF THE CITY OF WASHOUGAL:

A. The City of Washougal will continue to transfer applicable levy funds within ten (10) days of receipt from the Clark County Treasurers Office.

B. The City of Washougal shall contribute an amount equal to one-half of the proceeds of its existing EMS levy at a rate of fifty cents (\$.50) per one thousand dollars (\$1,000) of the assessed valuation property in the City of Washougal (first collected in 2005 based on the City's 2004 assessed valuation) as collected, as limited by Chapter 84.55 RCW. In addition, the City of Washougal shall contribute an amount equal to the proceeds of a "levy lid lift" pursuant to RCW 84.55.050, which was approved by the voters in 2006 at the rate of ten cents (\$.10) per one thousand dollars (\$1,000) of the assessed valuation of property in the City of Washougal as collected, also limited by Chapter 84.55 RCW.

- C. Washougal staffing: Staffing deployment will be at the discretion of the Battalion Chief to allow for operational needs but shall be at a minimum; to provide two crew members at a minimum rank of firefighter/IV technician (EMT B, with IV therapy endorsements or equivalent). In the event the use of accrued leave by the Washougal firefighters reduce that number below two and there is sufficient staffing of Camas firefighters on duty that day to fill the empty slot(s) the city of Washougal shall not be required to fill the minimum staffing requirement.
- D. The City of Washougal shall provide quarters for the ambulance and two ambulance personnel at Station #171
- E. The City of Washougal shall provide an additional FTE to the EMS system or a staff position to the city of Camas as it is currently.

Section 4. Mutual Responsibilities: It is agreed by the parties that a continuing cooperative evaluation of the EMS system will be undertaken with the goal of making the system sustainable into the future. The evaluation will seek system efficiencies, review services levels and explore alternative service delivery options.

Section 5. Volunteer Firefighters: It is agreed by the parties that the Washougal Volunteer Firefighters shall continue to be utilized according to past practice. Furthermore, the use of the volunteers and opportunities for them to serve may be enhanced as agreed by the Washougal Volunteer Firefighters, IAFF Local, and the two Cities.

Section 6. HOLD HARMLESS AND INSURANCE: The City of Camas shall defend, indemnify and hold Washougal, its elected officials, officers, volunteers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused solely by the gross negligence or intentional acts of Washougal and its

employees, officers, or volunteers. The City of Camas further agrees to maintain during the terms of the Agreement liability insurance in amount as provided for in the WCIA Joint Protection Program, protecting itself, its officers, employees and the City of Washougal, their officer and employees, from claims of all persons for damages arising out of the negligence by the City of Camas, its officers and employees, in providing emergency medical services pursuant to this Agreement.

Section 7. TERM: The term for the continuation of the trial consolidation shall begin on March 1, 2012 and shall extend for a period of 22 months ending on the 31<sup>st</sup> of December 2013 unless the trial consolidation is terminated for cause as outlined in Section 8 of this agreement.

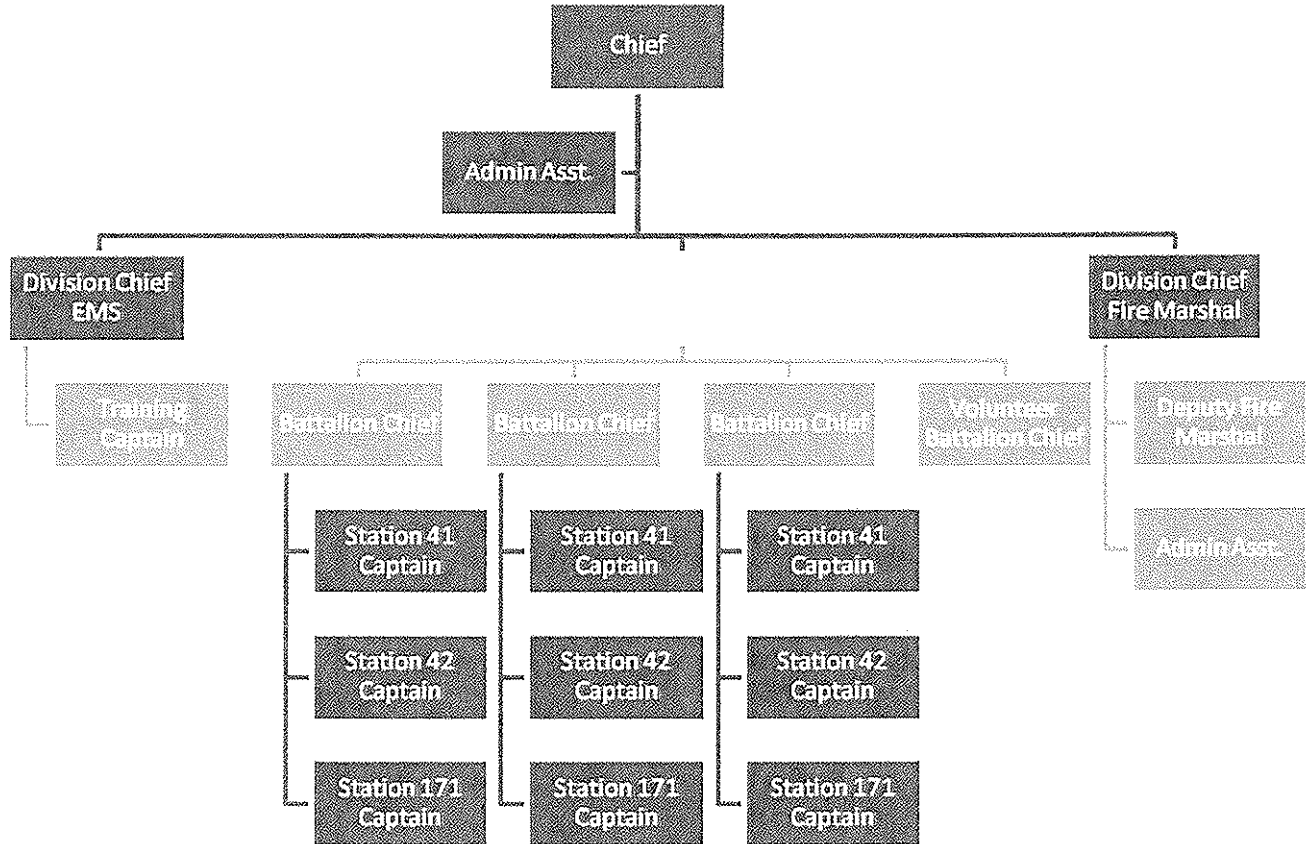
Section 8. TERMINATION: In the event either party breaches this agreement, the other party may give written notice to the first party specifying the breach. The breaching party shall then have 30 days from the receipt of notice to remedy the breach, provided however, if the nature of the breach is such that it cannot reasonably be remedied within 30 days, it shall be sufficient if the breaching party has initiated steps to remedy the breach within 30 days and the breach is remedied within 60 days of the receipt of notice. If the breach of agreement is not remedied in a timely manner as provided herein, then the non-breaching party may terminate this agreement by giving written notice to the other party.

Section 9. BENCHMARKS: During the life of the agreement, the City Administrators and Fire Chiefs shall make status reports on the trial consolidation and EMS system evaluation to their respective City Councils each month. Joint Council sessions may be held as appropriate.

Section 10. SEVERABILITY: If any section or part of the Service Agreement is held by a Court to be invalid, such action shall not affect the validity of any other part of this Service Agreement.

Section 11. AGREEMENT OF FILE: This Agreement shall be filed with the City Clerks of the cities of Camas and Washougal, with the Clark County Auditor, and with the State of Washington.

# Addendum "B"



RESOLUTION NO. 1257

A RESOLUTION revising charges for emergency services provided by the City of Camas.

WHEREAS, Section 3.44.030 of the Camas Municipal Code requires the Council of the City of Camas to establish charges for emergency services, and

WHEREAS, the Council has heretofore adopted resolutions establishing such charges, and

WHEREAS, the Council desires to revise the rates and charges for such services,

NOW, THEREFORE, be it resolved by the Council of the City of Camas as follows:

Section I

The following schedule of charges is hereby adopted for the use of the equipment, supplies, and personnel of the City of Camas in providing emergency services:

- |                                    |                  |
|------------------------------------|------------------|
| 1. ALS In-District:                | \$695.00         |
| 2. ALS Out-of-District:            | \$1,110.00       |
| 3. BLS In-District:                | \$695.00         |
| 4. BLS Out-of-District:            | \$1,110.00       |
| 5. Non-emergency transport:        | \$510.00         |
| 6. Patient treated – no transport: | \$180.00         |
| 7. Extra attendant:                | \$150.00         |
| 8. Mileage (in district):          | \$15.60 per mile |
| 9. Mileage (out of district):      | \$18.20 per mile |

Section II

The schedule of charges for the use of the emergency ambulance, equipment, supplies, procedures and medication shall be effective \_\_\_\_\_.

ADOPTED by the Council of the City of Camas, at a regular meeting this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

APPROVED as to form:

\_\_\_\_\_

City Attorney