

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

# I. CALL TO ORDER

- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- **IV. PUBLIC COMMENTS**

# V. CONSENT AGENDA

A. Approve the minutes of the May 2, 2016 Camas City Council Meeting and the Workshop minutes of May 2, 2016.

May 2, 2016 Camas City Council Regular Meeting Minutes - Draft May 2, 2016 Camas City Council Workshop Meeting Minutes - Draft

- B. Approve claim checks as approved by the Finance Committee.
- C. Authorize the write-off of the April 2016 Emergency Medical Services (EMS) billings in the amount of \$66,146.96. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- D. Approve the attached list of surplus equipment. The equipment identified has reached its scheduled useful life and has been replaced through the equipment rental capital replacement process. Surplus equipment will be auctioned or otherwise sold to the extent possible. (Submitted by Denis Ryan)

2016 First Quarter Equipment Surplus List

E. Authorize the Mayor to sign a professional services contract for Solid Waste Planning with Bell and Associates, Inc. in the amount of \$25,935. (Submitted by Sam Adams)

Solid Waste Consulting Contract

F. Authorize the Mayor to sign the Community Development Block Grant (CDBG) Contract Modification No. 1 with Clark County for the Franklin Neighborhood Improvements South project extending the ending date of the existing \$225,000 grant contract with Clark County from May 31, 2016, to September 30, 2016. The revised ending date of the contract will provide ample time for the City to complete the subject improvements on NE Franklin Street between NE 14th Avenue and NE 19th Avenue. (Submitted by James Carothers)

#### Franklin Street South CDBG Contract Modification No. 1

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

# VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

#### VII. MAYOR

- A. Announcements
- B. Elder Abuse Awareness Day Proclamation

Elder Abuse Awareness Day

C. Buddy Poppy Proclamation

Buddy Poppy Proclamation

D. Mayor's Volunteer Spirit Award

May Award Susan Greif Ziggy the Zebra

#### VIII. MEETING ITEMS

A. Ordinance No. 16-007 Repealing Camas Municipal Code (CMC), Chapter 18.22 Mixed Use Planned Development Overlay (MC15-04)

Details: A public hearing was held before City Council on May 2, 2016, to consider whether or not to repeal CMC Chapter 18.22 Mixed Use Planned Development Overlay (MXPD). Repeal of CMC Chapter 18.22 would discourage piecemeal development of employment areas on the west side of the City until a subarea plan is adopted. Council made a motion to repeal CMC Chapter 18.22 MXPD Overlay, and directed the City Attorney to prepare an ordinance. Presenter: Sarah Fox, Senior Planner

Recommended Action: Staff recommends Council move to adopt Ordinance No. 16-007.

Ordinance 16-007

B. Ordinance 16-008 amending certain provisions of Title 1 and Title 2 of the Camas Municipal Code (CMC)

Details: An ordinance amending minor clarification amendments to CMC Chapters 1.04, 2.07, 2.28, 2.34, 2.40 and 2. 64 and repealing sections 2.10.030, 2.10.050, 2.32.080, 2.32.052.10, 2.52.020 and 2.56.010.

Presenter: Peter Capell, City Administrator Recommended Action: Staff recommends Council move to adopt Ordinance 16-008.

Ordinance No. 16-008

C. Resolution No. 16-009 Thresholds for the Delegation of Contracting or Agreement Authority to the Mayor or Designee

Details: In an effort to streamline the process of executing contracts and agreements and reduce the amount of staff time required to put them on Council Workshops and Regular Meetings, this resolution authorizes the Mayor or designee to execute contracts or agreements up to \$50,000 for services and leases, and up to \$150,000 for capital projects. It also authorizes the Mayor or designee to execute change orders up to 10% of the original contract. Presenter: Peter Capell, City Administrator

Recommended Action: Staff recommends Council move to adopt Resolution No. 16-009.

Resolution 16-009

Exhibit A - Contract and Agreement Thresholds

D. Resolution No. 16-010 Setting a Public Hearing Concerning the Proposed Vacation of Tidland Parkway, also known as NW Rolling Hills Drive

Details: Resolution No. 16-010 sets the public hearing date of June 6, 2016, for the vacation of Tidland Parkway located in and adjacent to the Belz Place Subdivision. This vacation request coincides with Section 3 of the development agreement between the City and Pahlisch Homes at Belz Place LLC that was approved by Council by way of adoption of Resolution 16-007 on May 2, 2016. The applicant desires to have the City vacate the existing right-of-way. The applicant would then simultaneously dedicate back to the City a realigned right-of-way that would contain approximately 0.69 acre less than the proposed vacation area. Development Agreement Section 3.1, Section 3.2 and Section 4, in part, could be considered as compensation for the net loss in right-of-way area. Attached is a depiction of the existing right-of-way, which is shown as shaded, and the Belz Place Subdivision right-of-way proposed to be dedicated.

Presenter: James Carothers, Engineering Manager Recommended Action: Staff recommends Council move to adopt Resolution No. 16-010.

Resolution 16-010

Recorded Development Agreement

Belz Place Proposed Before and After Right-of-Way

E. Parker Village Final Plat Approval for Phase 1 Details: The applicant is seeking final plat approval for Phase 1 of the Parker Village Subdivision.

Presenter: Robert Maul, Planning Manager

Recommended Action: Staff recommends that Council move to approve the final plat for Phase 1 of Parker Village.

Parker Village Staff Report Phase 1 Sheet 1 Phase 1 Sheet 2

# IX. PUBLIC COMMENTS

# X. ADJOURNMENT

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



# 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, Tim Hazen, Steve Hogan, Melissa Smith and Shannon Turk

Excused: Bonnie Carter

Staff: Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Robert Maul, Heather Rowley and Alicia Pacheco (intern)

Press: Heather Acheson, Camas-Washougal Post Record

# IV. PUBLIC COMMENTS

No one from the public wished to speak.

# V. CONSENT AGENDA

A. Approved the minutes of the April 18, 2016 Camas City Council Meeting and the Workshop minutes of April 18, 2016.

April 18, 2016 Camas City Council Regular Meeting Minutes - Draft April 18, 2016 Camas City Council Workshop Meeting Minutes -Draft

- B. Approved the claim checks numbered 129413-129511 in the amount of \$449,029.75.
- C. Authorized the write off of two unpaid utility accounts in the amount of \$226.09. This amount represents outstanding water, sewer, garbage, recycling and storm water charges that were left unpaid by previous property owners. (Submitted by Pam O'Brien)
- D. Awarded the Septage Receiving Station project to the low bidder Stellar J Corporation in the amount of \$129,700.60. The Septage Receiving Station Project costs were an approved expense from a budget decision package allocated at \$675,000 in the 2015-2016 Budget for this project and other system improvements at the Wastewater Treatment Plant. (Submitted by Sam Adams)

Bid Tab Septage Receiving Station Improvements

E. Awarded the 2016 STEP/STEF Tank Pumping project to Haag & Shaw, Inc. in the amount of \$110,454.18. STEP/STEF pumping and maintenance costs were an approved expense from a budget decision package allocated annually in the 2015-2016 Budget and those funds are available to complete this work. (Submitted by Sam Adams)

STEP STEF Tank Pumping Quotes

F. Authorized the Mayor to sign the consultant agreement with Harper Houf Peterson Righellis, Inc. for wetland monitoring services for NW Friberg Wetland Mitigation Monitoring & Maintenance in the amount of \$84,080.00 for years 2016 through 2020. The annual monitoring amount of \$21,616 for 2016 is included in the 2015-2016 Budget and the costs for years 2017 through 2020 will be included in the respective future budgets. (Submitted by James Carothers)

HHPR NW Friberg Wetland Monitoring Contract

G. Authorized the Mayor to sign the consultant agreement with Columbia West Engineering, Inc. for materials testing services for Cooper's View Park in the amount of \$14,625.00. The cost for this work is covered by the 2016 Spring Omnibus Budget and is included in the attached Revenue and Expenditure Summary spreadsheet that was initially presented to Council during the April 18, 2016 Workshop. (Submitted by James Carothers)

Cooper's View Park Testing Contract
Cooper's View Construction Revenue and Expenditure Summary

It was moved by Council Member Hogan, seconded by Council Member Smith, to approve the Consent Agenda. The motion carried unanimously.

# VI. NON-AGENDA ITEMS

A. Staff

There were no comments from Staff.

B. Council

Hogan announced the Camas Plant & Garden Fair, First Friday and Cinco de Mayo are occurring in Downtown Camas this week.

# VII. MAYOR

A. Announcements

Mayor Higgins acknowledged Lindsey Latimer was present as a part of her senior project about City leadership and the Mayor's role in the City.

B. Taiwanese American Heritage Week Proclamation

<u>Taiwanese American Heritage Proclamation 2016</u>

Mayor Scott Higgins proclaimed May 8-14, 2016, as Taiwanese American Heritage Week in Camas.

# VIII. MEETING ITEMS

A. Resolution No. 16-008 Amending the 2016 Fee Schedule Details: This resolution provides for updated Equipment Repair and Replacement (ERR) fee rates to the 2016 Fee Schedule to be effective June 1, 2016. These new rates are incorporated into the 2016 Spring Omnibus Budget and will be retroactively applied for the 2016 fiscal year.

Presenter: Cathy Huber Nickerson, Finance Director

Resolution No. 16-008 Amending the City of Camas Fee Schedule as Adopted by Resolution No. 15-018.pdf

It was moved by Council Member Hogan, seconded by Council Member Hazen, that Resolution No. 16-008 be read by title only. The motion carried unanimously.

It was moved by Council Member Hogan, seconded by Council Member Smith, that Resolution No. 16-008 be adopted. The motion carried unanimously.

 Public Hearing for Ordinance No. 16-005 Amending the City's 2016 Budget Ordinance No. 15-025

Details: A public hearing occurred to provide for public testimony about the 2016 Spring Omnibus Budget. Following the public hearing, staff provided a brief overview of the ordinance.

Presenter: Cathy Huber Nickerson, Finance Director

Ordinance No. 16-005 Amending the City's 2016 Spring Omnibus Budget

Mayor Scott Higgins opened the public hearing at 7:11 p.m.

No one from the public wished to speak.

The public hearing was closed at 7:12 p.m.

It was moved by Council Member Turk, seconded by Council Member Smith, that Ordinance No. 16-005 be read by title only. The motion carried unanimously.

A motion was made by Council Member Turk, seconded by Council Member Smith, that Ordinance No. 16-005 be adopted and published according to law. The motion passed by the following vote:

Yes: Council Member Anderson, Council Member Hazen, Council Member Hogan, Council Member Smith and Council Member Turk

Excused: Council Member Carter

Abstain: Council Member Chaney

C. Public Hearing to Consider Repealing Camas Municipal Code (CMC), Chapter 18.22 Mixed Use Planned Development (MXPD) Overlay Details: A public hearing was held with the Planning Commission to consider whether or not to repeal CMC, Chapter 18.22 MXPD Overlay. Repeal of CMC Chapter 18.22 would discourage piecemeal development of employment areas on the west side of the City until a subarea plan is adopted. The Planning Commission provided a recommendation of approving the repeal to Council.

Presenter: Robert Maul, Planning Manager

Staff Report

Exhibit A - CMC Chapter 18.22 Mixed Use Planned Development (MXPD) Overlay

Mayor Scott Higgins opened and closed the public hearing at 7:16 p.m. as no one from the public wished to speak.

It was moved by Council Member Chaney, seconded by Council Member Anderson, that the Camas Municipal Code (CMC) Chapter 18.22 Mixed Use Planned Development (MXPD) Overlay be repealed and directed the City Attorney to prepare an ordinance for consideration at the May 16, 2016 City Council Meeting. The motion carried unanimously.

D. Ordinance No. 16-006 Adopting a Revised Section of the Camas Municipal Code (CMC) Relating to Design Review

Details: An ordinance revising Section 18.19.050 of the CMC and amending the Design Review Manual (DRM) by adding design review standards for Gateways and Corridor, Commercial, Mixed-Use and Multi-Family developments. The Planning Commission held a public hearing on March 15, 2016, and issued a recommendation for adoption. Council held a public hearing on April 18, 2016, and directed the City Attorney to draft an ordinance for adoption.

Presenter: Robert Maul, Planning Manager

Ordinance No. 16-006 Amending the Design Review Manual

It was moved by Council Member Turk, seconded by Council Member Smith, that Ordinance No. 16-006 be read by title only. The motion carried unanimously.

It was moved by Council Member Turk, seconded by Council Member Smith, that Ordinance No. 16-006 be adopted and published according to law. The motion carried unanimously.

E. Resolution No. 16-007 Belz Place Development Agreement Details: A resolution approving a development agreement between the City of Camas and Pahlisch Homes at Belz Place, LLC. A public hearing was held on April 18, 2016, to review the development agreement. The resolution reflects the direction of Council. Presenter: Phil Bourquin, Community Development Director

Resolution No.16-007 Approving Belz Place Development Agreement Belz Place Development Agreement

It was moved by Council Member Hogan, seconded by Council Member Hazen, that Resolution No. 16-007 be read by title only. The motion carried unanimously.

It was moved by Council Member Hogan, seconded by Council Member Smith, that Resolution No. 16-007 be adopted with the amendment presented by staff. The motion carried unanimously.

F. Kate's Cove Plat Approval

Details: Kate's Cove is a 29 lot subdivision that is located off of Brady Road. It was formally known as the Brady Road Subdivision, which was preliminarily approved on September 26, 2006.

Presenter: Robert Maul, Planning Manager

<u>Staff Report</u>
 <u>Kate's Cove Final Plat page 1</u>
 <u>Kate's Cove Final Plat page 2</u>

It was moved by Council Member Chaney, seconded by Council Member Hogan, that Kate's Cove Plat be approved. The motion carried unanimously.

# IX. PUBLIC COMMENTS

No one from the public wished to speak.

# X. ADJOURNMENT

The meeting was adjourned at 7:25 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



# I. CALL TO ORDER

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

# II. ROLL CALL

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

Excused: Bonnie Carter

Staff: Sam Adams, Phil Bourquin, Pete Capell, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Heather Rowley, Nick Swinhart, Steve Wall and Alicia Pacheco (intern)

Press: No one from the press was present

# III. PUBLIC COMMENTS

No one from the public wished to speak.

# IV. WORKSHOP TOPICS

A. Consultant Services for Solid Waste Planning

Details: Bell & Associates, Inc. was selected through a Request for Proposal process to help prepare a Solid Waste Plan for the Public Works Department. Staff elected to have the consultant complete the project in two phases. The first phase is a technical analysis of the City's current waste management system; evaluation of collection routes, current costs of providing collection services and operational strengths, weaknesses and opportunities. This approach will allow for the summarization of the key elements of the existing system so Staff may address the future needs of the Solid Waste Utility in the second phase of the project. Bell & Associates, Inc. submitted a scope of work and fee in the amount of \$25,935 for the first phase. The schedule for completing the first phase is June, 2016. The project will be funded with 2016 solid waste funds anticipated to be allocated through the 2016 Spring Omnibus Budget Package.

Presenter: Sam Adams, Utilities Manager

Consultant Services for Solid Waste Planning

This item will be placed on the May 16, 2016 Consent Agenda for Council's consideration.

B. North Shore Sewer Transmission System Update

Details: Staff provided an update about the North Shore Sewer Transmission System (STS) project. The attached presentation includes the 30% engineering design, the transmission system highlights, coordination efforts with the Camas School District waterline project and the next steps in the project.

Presenter: Sam Adams, Utilities Manager and Steve Wall, Public Works Director

North Shore STS Council Presentation

Adams and Wall summarized the presentation and discussion ensued. The final design, construction estimates and the engineering design contract will be presented at the May 16, 2016 Workshop Meeting.

C. Franklin Street South Community Development Block Grant (CDBG) Contract Modification Details: The attached CDBG Contract Modification No. 1 extends the duration of the existing \$225,000 contract with Clark County for the improvements scheduled to be performed on NE Franklin Street between NE 14th Avenue and NE 19th Avenue. The contract ending date will be extended from May 31, 2016, to September 30, 2016, which will provide ample time for project completion.

Presenter: Steve Wall, Public Works Director

Franklin Street South CDBG Contract Modification No. 1

This item will be placed on the May 16, 2016 Consent Agenda for Council's consideration.

Public Works Miscellaneous and Updates
 Details: This is a placeholder for miscellaneous or emergent items.
 Presenter: Steve Wall, Public Works Director

Wall provided an update regarding the National Pollutant Discharge Elimination System (NPDES) Wastewater Permit. More information will be provided during the May 16, 2016 Council Meetings.

Wall commented about the Belz Place Development Agreement (DA) being presented during the May 2, 2016 Regular Meeting. He informed Council that if the DA is approved, a resolution to set a public hearing would come before Council during the May 16, 2016 Regular Meeting.

E. Community Development Miscellaneous and Updates Details: This is a placeholder for miscellaneous or emergent items. Presenter: Phil Bourquin, Community Development Director

Bourquin provided a brief overview of Belz Place and commented that if the DA is approved, a final plat will be coming before Council as soon as possible.

Bourquin informed Council about the upcoming meeting for the Planning Commission's final hearing regarding the 2035 comprehensive (comp) plan.

Bourquin said there is a Parking Advisory Committee meeting scheduled for May 10, 2016.

Bourquin stated that a grant was received from the Department of Natural Resources (DNR) for tree preservation.

Bourquin commented that Winchester annexation activity is expected to begin in June or July.

Bourquin responded to questions about the County's comprehensive (comp) plan.

F. Camas Municipal Code (CMC) Update

Details: Staff and the Administrative Committee have begun updating sections of the CMC. Modifications to Chapters 1 and 2 are ready for Council review and action. Presenter: Pete Capell, City Administrator

Draft Section 1.04.040 Office Hours
 Draft Chapter 2.07 CITY CLERK
 Draft Chapter 2.10 FINANCE DEPARTMENT
 Draft Chapter 2.28 PARKS AND RECREATION COMMISSION
 Draft Chapter 2.32 PLANNING COMMISSION
 Draft Chapter 2.34 BOARD OF ADJUSTMENT
 Draft Chapter 2.40 MUNICIPAL COURT
 Draft Chapter 2.52 BONDS
 Draft Chapter 2.56 CITY OFFICE HOURS
 Draft Chapter 2.64 PERSONNEL COMPENSATION

This item will be placed on the May 16, 2016 Regular Meeting Agenda for Council's consideration.

G. Contract Approval Thresholds

Details: Staff and the Administrative Committee have developed draft thresholds that allow the Mayor, or designee, to enter into and execute contracts on behalf of the City up to specified maximums, so long as the contract is consistent with the approved budget. This resolution will significantly reduce the amount of Staff time required to prepare staff reports for routine City business.

Presenter: Pete Capell, City Administrator

Draft Contract Approval Thresholds

A resolution will be placed on the May 16, 2016 Regular Meeting Agenda for Council's consideration.

 H. City Administrator Miscellaneous Updates and Scheduling Details: This is a placeholder for miscellaneous or scheduling items.
 Presenter: Pete Capell, City Administrator

Capell provided a brief overview of the East County Fire and Rescue (ECFR) meeting he

attended with Anderson, Chaney, Turk, Fire Chief Swinhart and the ECFR Commissioners. He stated a proposal for support services would be presented at the May 16, 2016 Workshop Meeting.

Capell also attended a meeting with the Board of County Councilors last Wednesday regarding future annexation areas.

Capell provided an update about Lean Process funding and confirmed the project will resume.

# V. COUNCIL COMMENTS AND REPORTS

Hazen said he will be attending the media relations training on May 24, 2016. He also provided a brief overview of the Parks & Recreation Commission meeting he attended.

Hogan shared that Journey Community Church won a Main Street award for their support of First Fridays. He also mentioned the Camas Plant & Garden Fair and First Friday are occurring later this week.

Hogan attended the Spring Clean-Up and Planting Day and mentioned that plants are still available for adoption through the Downtown Camas Association (DCA).

Hogan provided a brief update about the recent Camas-Washougal Economic Development Association (CWEDA) meeting and said he also attended the Administrative Committee meeting.

Mayor commented that the City's seasonal employees have placed flower baskets throughout downtown. He announced there are several events in the downtown area this week including a celebration of Cinco de Mayo, First Friday and a ribbon cutting of a realty office on 5th Avenue.

Anderson recently attended meetings for East County Fire & Rescue (ECFR) and the Administrative Committee. He shared that the next week he would be attending the C-TRAN meeting and another meeting of the Administrative Committee.

Turk provided a brief overview of the Lodging Tax Advisory Committee meeting she attended and commented about the grant awards.

Turk and Mayor commented about the Spring Clean-Up and Planting Day and acknowledged that there were many City employees who volunteered their personal time, as well as volunteers from the school district and that the event was a community effort.

Turk attended the school play at Skyridge Middle School.

Smith commented about the April 21, 2016 Chamber of Commerce Luncheon she attended that included a presentation by the Mayors of Camas and Washougal. She stated that Mark Boldt, Clark County Chair would be the speaker at the May 17, 2016 Chamber Luncheon.

# VI. PUBLIC COMMENTS

No one from the public wished to speak.

# VII. ADJOURNMENT

The meeting adjourned at 5:42 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.

| Eq# | Year make model            | Lic Plate | Original<br>Service Date | Mileage/<br>Hours | Reason for Surplus                        |  |  |  |
|-----|----------------------------|-----------|--------------------------|-------------------|---|--|--|--|
| 229 | 1996 Go-4 3 Wheeler        | 17513D    | 39090                    | 27802             | Reserve Unit; Reached useful service life |  |  |  |
| 265 | 1999 Toro Mower            | N/A       | 39773                    | 3275              | Reserve Unit; Reached useful service life |  |  |  |
| 294 | 2001 Ford E350 Cutaway Van | 31340D    | 39801                    | 37200             | Reached useful service life               |  |  |  |
| 311 | 2003 Chevy Impala          | 34052D    | 40612                    | 66434             | Reserve Unit; Reached useful service life |  |  |  |
| 322 | 2004 Ford F250 4 x 4       | 37106D    | 40336                    | 88461             | Reserve Unit; Reached useful service life |  |  |  |
| 328 | 2000 Dodge Caravan         | 37178D    | 39573                    | 105172            | Reserve Unit; Reached useful service life |  |  |  |
| 346 | 2006 Go-4 3 Wheeler        | 42865D    | 39008                    | 14953             | Reached useful service life               |  |  |  |
| 372 | 2009 Autocar Refuse Truck  | 47030D    | 40301                    | 82578             | Reached useful service life               |  |  |  |
| 376 | 2008 Toro Mower            | N/A       | 40456                    | 2553              | Reserve Unit; Reached useful service life |  |  |  |

# Surplus List May 2016

# CONTRACT AGREEMENT BETWEEN

Bell & Associates, Inc. 1628 NW 33<sup>rd</sup> Way Camas, WA 98607 <u>AND</u>

CITY OF CAMAS Public Works Department / SW Division 616 NE 4<sup>th</sup> Ave. Camas, WA 98607

# PROJECT: SOLID WASTE COLLECTION PLANNING SERVICES

**THIS AGREEMENT** combines all understandings between Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements or understandings, whether written or oral.

The performance of the professional services herein described and authorized by the **City of Camas**, as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Sections and Exhibits which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

| Section I  | - | Relationship of the Parties |
|------------|---|-----------------------------|
| Section II | - | Contract Provisions         |
| Exhibit A  | - | Scope of Work and Task Plan |
| Exhibit B  | - | Project Budget/Fee Schedule |

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_.

# APPROVED:

APPROVED:

BELL & ASSOCIATES, Inc.

CITY OF CAMAS

Christopher J. Bell President

Scott Higgins Mayor

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

| Date: |  |  |  |  |
|-------|--|--|--|--|
|       |  |  |  |  |

ATTEST:

CITY CLERK

# **SECTION I: RELATIONSHIP OF THE PARTIES**

The **City of Camas** ("Client") desires consulting services to assist the Solid Waste Division in evaluating its collection operations system. In furtherance of the Project, the Client hereby contracts with **Bell & Associates, Inc.** to perform the professional services described in Exhibit A of this Agreement. All services shall be performed under the joint supervision of the Client's Representative, Sam Adams, or a designee or designees identified in writing to Bell & Associates by the Client's Representative.

This Agreement shall the benefit of and be binding upon successors, assigns, and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

# SECTION II: CONTRACT PROVISIONS

**1.** <u>Scope of Work</u>: Bell & Associates, Inc. shall perform the service for the Client which as defined in Exhibit A Scope of Work, which is attached hereto and hereby incorporated by this reference.

**2.** <u>Time for Completion</u>: The Scope of Work for the conduct of the study as set forth above is anticipated to be completed by Bell & Associates, Inc., within a time frame approximating that shown by the following schedule:

Notice to Proceed: On May 17, 2016 Completion of Draft Analysis: within 2 months of Notice to Proceed (NTP) Presentations to Council: within 3 months of NTP Completion of Project: On or before August, 31, 2016

Bell & Associates, Inc. agrees to perform the work described in the Scope of Work according to the contract schedule. Any delays shall be agreed upon by Bell and Associates, Inc. and Client prior to the due date. Changes in the schedule caused by Client delays may require additional compensation and a change order.

**3.** <u>**Payment</u>**: Bell & Associates, Inc. will be paid by the Client on a time and materials basis as outlined below and in accordance with the standard billing rates attached hereto as Exhibit B. Bell & Associates, Inc. agrees to perform the services as set forth in Exhibit A at a cost not to exceed \$25,935. It is understood that Bell & Associates, Inc. will not exceed this amount without the Client's prior written authorization.</u>

Payment to Bell & Associates, Inc. for services set forth in Exhibit A shall be: an amount equal to Bell & Associates, Inc.'s standard billing rates as set forth in Exhibit B multiplied by the actual hours worked.

Direct expenses will not be charged except as identified in Exhibit B. Payment shall be made monthly upon receipt and approval of Bell & Associates, Inc.'s invoice.

**4.** <u>Supplemental Agreements</u>: Supplemental Agreements may be entered into upon mutual written agreement that would increase or decrease the scope and associated costs and payment.

**5.** <u>Work to be Completed</u>: All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

**6.** <u>Termination</u>: This contract may be terminated by the Client by giving Bell & Associates, Inc. written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. Bell & Associates, Inc. shall be entitled to terminate this agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice.

**7.** <u>Indemnity</u>: Bell & Associates, Inc. shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

Bell & Associates, Inc. hereby agrees to hold the Client harmless from and shall process and defend at its own expense, specific claims, demands or suits at law or equity, arising from Bell & Associates, Inc. negligent performance of the provisions of this Agreement; provided that if the Client and Bell & Associates, Inc. are concurrently negligent, Bell & Associates, Inc. shall be required to indemnify and defend only in proportion to negligence of Bell & Associates, Inc. These indemnity provisions shall not require Bell & Associates, Inc. to defend or indemnify the Client against any action based solely on the alleged negligence of the Client.

8. <u>All Work Produced is Property of the Client</u>: The materials, computer programs, reports, calculations, analyses, etc., generated by Bell & Associates, Inc. under this contract including the final report shall become the property of the Client. The Client agrees that if it uses products prepared by Bell & Associates, Inc. for purposes other than those intended in this agreement, it does so at its sole risk and agrees to hold Bell & Associates harmless thereafter.

The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the Client.

**9.** <u>Integrated Agreement</u>: This agreement together with attachments or addenda represents the entire and integrated agreement between the Client and Bell & Associates, Inc. supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended by written instrument signed by both the Client and Bell & Associates, Inc.

**10.** <u>Independent Contractor</u>: The parties intend that an independent Contractor/Client relationship will be created by this agreement. No agent, employee, or representative of Bell & Associates, Inc. shall be deemed to be an agent, employee, or representative of the Client for any purpose. Bell & Associates, Inc. shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this contract.

**11.** <u>Equal Opportunity</u>: Bell & Associates, Inc. agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) In the event the Contractor violates this provision, the County may terminate this agreement immediately and bar the Contractor from performing any services for the County in the future.

**12.** <u>Safeguarding of Personal Information</u>: Bell & Associates, Inc shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

Contractor shall ensure its directors and subcontractors use Personal Information solely for the purposes of accomplishing the services set forth in this agreement. Contractor shall protect Personal Information collected, used, or acquired in connection with the agreement, against unauthorized use, disclosure, modification or loss. Contractor and its subconsultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of the City of Camas or as otherwise authorized by law. Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

Consultant shall make the Personal Information available to amend as directed by the City of Camas and incorporate any amendments into all the copies maintained by the Contractor or its subcontractors. Contractor shall certify its return or destruction upon expiration or termination of

the agreement and the Contractor shall retain no copies. If Contractor and the City of Camas mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

Contractor shall notify the City of Camas in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Contractor shall take necessary steps to mitigate the harmful effects of such use or disclosure. Contractor is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Public Entity.

Any breach of this clause may result in termination of the agreement and the demand for return of all Personal Information.

13. <u>Notices</u>: Notices to the Client shall be sent to the following address:

# City of Camas Sanitation / Garbage Collection Division

Attention: Sam Adams, P. E., Utilities Manager 616 NE 4<sup>th</sup> Ave. Camas, WA 98607 360-817-7003

Notices to Bell & Associates shall be sent to the following address: Bell & Associates, Inc.

Attention: Chris Bell, President 1628 NW 33<sup>rd</sup> Way Camas, WA 98607 360-210-4344

# EXHIBIT A: SCOPE OF WORK

# PHASE 1 PROJECT APPROACH

Phase 1 is the documenting and operational and financial analysis of the City's current waste management system. The analysis will include our initial evaluation in a technical memorandum. The technical memorandum will provide the City the ability to determine the next steps in Phase 2 of the project.

#### Task 1: Data Request and Background Review

The Project Team is requesting is request the following documents in electronic format:

- 1. Detailed customer data with billing information by level of service
- 2. Schedule of residential and commercial collection routes
- 3. Daily route sheets in electronic format (Excel / CSV / database)
- 4. Collection route map(s) / City map with street details
- 5. Billing reports necessary to identify customer counts by line of business
- 6. Current year budget for collection operations
- 7. Year-end general ledgers for the last two years with line item detail by account
- 8. Collection rate schedules
- 9. Year to date (fiscal year) billing register for 2016 and the last billed month in 2016
- 10. Organizational chart
- 11. Schedule of all disposal invoices for solid waste (electronic format)
- 12. Schedules of all assets assigned to the Solid Waste Division
- 13. Daily collection truck hours by truck / route for the last three months from the on-board GPS system
- 14. Demographic forecasting data used by the City for planning purposes
- 15. Camas City Ordinance for solid waste
- 16. Contracts with Waste Connections for collection / annexation

During the project, other items or issues may come to our attention that will require additional supporting documentation. We will make those requests as soon as possible in order to not disrupt the daily operations of City staff.

#### Task 2: Data Analysis of Information / Desktop Review of Collection Routes

Route information from daily route sheets and the GPS system will be consolidated into data sets, by route, to establish daily workloads, collection productivity, route balances, average set-out weights, productive route time, and route costs (cost per hour / cost per route).

#### Task 3: Kick-off Meeting / Staff Interviews / Route Evaluations

Once we have received and reviewed requested data from Tasks 1 and 2, we will schedule a series of meetings with City staff. The kick-off meeting will serve as a mechanism to discuss preliminary findings of our research, inventory existing information, continue the data collection process, and identify project issues, goals, roles and responsibilities. We will conduct field observations and tour the City facilities. Interviews will be conducted with the City's Solid Waste Department management and operations staff to provide additional background information.

Gary Lima will accompany route drivers over a four day period (Tuesday to Friday) to document operational factors including, but not limited to the following: refuse collection methods; collection frequency; collection equipment type and condition; refuse container variations; number, size, and pattern of routes; collection time

per route; collection time per refuse service "stop" or pick-up in residential and commercial sectors; and work assignments.

Chris Bell and Gary Lima will complete field research to document operational factors to include the following: refuse collection methods; recycling programs; collection equipment type and condition; transfer system, and disposal operations. The objective of the on-site field work is to document the system, solicit input from City staff, follow up on questions raised during the first two tasks, and to continue the collection of information.

As part of the kick-off meetings, the Project Team will identify primary contacts for both our Project Team and the staff and establish protocols for the exchange of information and the resolution of issues that may arise in the course of this engagement.

# Task 4: Draft System Overview Technical Memorandum Operational Assessment /

Information obtained from the first three tasks will be compiled into a Technical Memorandum of the City's current system and services. The memorandum will be comprised on the following sections:

- 1. Document the City's current waste management system
- 2. Provide an evaluation of the collection routes
- 3. Calculate the costs of providing collection services
- 4. Highlight areas of strength, weakness, opportunities, and concern

The results of the route analysis and evaluations will be the basis for any recommend changes to increase collection productivity and decrease collection costs. The following operational aspects to be reviewed include the following, but not limited to:

- Overlapping and or fragmented routes
- Coordination with Waste Connections recycling collection operations
- Equalized workloads with consistent customer count / collection time for each collection day
- Route break-off points for disposal
- Avoidance of high traffic areas / working around the rush hours

# Task 5: Submit Draft Technical Memorandum / Follow up with City Staff

The initial draft report will be prepared for the City staff's review and input with the second draft submitted to City officials and interested stakeholders.

#### **Task 6: Finalize Technical Memorandum**

If changes to the proposed draft memorandum are necessary or requested, then the report will be updated and a final will be submitted.

# EXHIBIT B: PROJECT BUDGET

# PHASE 1 BUDGET / SCHEDULE

| Task No. | Task Description                            | Hours | Total Cost |
|----------|---|-------|------------|
| Task 1   | Data Request / Background Review            | 20    | \$2,620    |
| Task 2   | Data Analysis / Desktop Review              | 40    | \$5,240    |
| Task 3   | Kick-off Meeting / Route Evaluations        | 64    | \$8,240    |
| Task 4   | Draft Technical Memorandum                  | 36    | \$4,800    |
| Task 5   | Submit Technical Memo / Follow ups          | 16    | \$2,120    |
| Task 6   | Finalize Memorandum                         | 8     | \$1,060    |
|          | Total Hours and Cost                        | 184   | \$24,080   |
|          | Travel Expenses (Gary Lima, 5 days on-site) |       | \$1,855    |
|          | Project Totals                              | 184   | \$25,935   |

The fees for Phase 1 of the project are based on the estimated time to complete. This proposed fee is a not to exceed fee based on the outlined work program. If the project can be completed in less than our estimates, then Bell & Associates will invoice accordingly. If we find it will take considerably more time, due to a change in scope, we will discuss any changes with City staff and will not proceed without prior written authorization. Fees for the project are estimated at \$24,080 (184 hours x a blended rate of \$131 per hour) plus \$1,855 of travel expenses for Gary Lima.

#### MODIFICATION #1 CONTRACT #2015-CDBG-1502

#### between

# CLARK COUNTY P.O. Box 5000, Vancouver, WA 98666

and

# **CITY OF CAMAS**

P.O. Box 1055, Camas, WA 98607

| Franklin Neighborhood Improvements |
|------------------------------------|
| 09/29/15 through 09/30/16          |
| \$225,000                          |
| Fund 1939 CDBG                     |
| 103021895                          |
| 14.218                             |
|                                    |

| Contractor             | Contractor Fiscal            | County Program             | County Fiscal                    |
|------------------------|------------------------------|----------------------------|----------------------------------|
| Program Contact        | Contact                      | Contact                    | Contact                          |
| Jim Hodges             | Cathy Huber Nickerson        | Rebecca Royce              | Rhonda Hills                     |
| 360-817-7234           | 360-834-2462                 | 360-397-2075 x 7863        | 360-397-2075 x 7836              |
| jhodges@cityofcamas.us | <u>chuber@cityofcamas.us</u> | rebecca.royce@clark.wa.gov | <u>rhonda.hills@clark.wa.gov</u> |

Clark County, hereinafter referred to as the "County," and City of Camas, hereinafter referred to as the "Contractor," agree to the terms and conditions of the County Basic Interagency Agreement and this Contract Modification by signing below:

FOR CLARK COUNTY:

FOR CITY OF CAMAS:

Mark McCauley, Acting County Manager

Scott Higgins, Mayor

Date

Date

APPROVAL AS TO FORM ONLY: igehethe

Deputy Prosecuting Attorney

# BUDGET SUMMARY CONTRACT #2015-CDBG-1502.1 CITY OF CAMAS

Source

A. Clark County CDBG Entitlement

B. City of Camas

C. Sponsor contribution

<u>Fund Amount</u> \$225,000 \$197,000 \$47,000

| ITEMIZED COST         | TOTAL<br>COST | COUNTY<br>CDBG | CAMAS   | IN-KIND |
|-----------------------|---------------|----------------|---------|---------|
| 1. PROJECT COSTS      |               |                |         |         |
| A. Construction       | 422,000       | 225,000        | 197,000 | _       |
| B. Engineer/Architect | 47,000        |                |         | 47,000  |
| <b>PROJECT TOTALS</b> | 469,000       | 225,000        | 197,000 | 47,000  |

Match is 52.0% (244,000 / 469,000)

#### 1. CONTRACT HISTORY

| Contract Term   | Action<br>Amount | Total Contract<br>Amount |
|---|------------------|--------------------------|
| Base Contract (approximately 8-months)<br>09/29/15 – 05/31/16   | \$225,000        | \$225,000                |
| Amendment #1<br>4-month Contract Extension: 06/01/16 – 09/30/16 | \$0              | \$225,000                |

#### 2. MODIFICATIONS

- 2.1. The Project Close-out date, Period of Performance, and Contract Period, are all extended through 9/30/16.
- 2.2. The total contract amount remains the same.
- 2.3. All other terms and conditions remain the same.

#### 3. ENTIRE CONTRACT

This modification incorporates the original Contract and any subsequent modifications by reference. The parties agree that the original Contract, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in the contract, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this modified Contract.

#### 4. DEBARMENT OR EXCLUSION

By signing this modification, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

#### 5. PROJECT SCHEDULE EXTENSIONS

The Contractor agrees to allow the County to extend the Project Schedule appearing in the Contract when necessary and in the interests of both parties. In the event the County needs to extend the Project Schedule, the Contractor grants the County the right to unilaterally

extend, in writing, the Project Schedule, Period of Performance, and Contract Period without the signature of the Contractor.

# 6. CONTRACT MODIFICATIONS FOR BUDGET LINE ADJUSTMENTS

The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.



# ~ PROCLAMATION ~

WHEREAS, Camas' seniors are valued members of society and it is our collective responsibility to ensure they live safely and with dignity; and

WHEREAS, abuse of older people is a tragedy inflicted on vulnerable seniors and an ever-increasing problem in today's society that crosses all socio-economic boundaries; and

WHEREAS, combating abuse of seniors and vulnerable adults will help improve the quality of life for all seniors across this country and will allow seniors and vulnerable adults to continue to live as independently as possible and contribute to the life and vibrancy of the City of Camas; and

WHEREAS, Camas' seniors and vulnerable adults are guaranteed that they will be treated with respect and dignity to enable them to continue to serve as leaders, mentors, volunteers and important and active members of this community; and

WHEREAS, the well-being of Camas' seniors is in the interest of all and further adds to the well-being of our community; and

WHEREAS, public awareness and involvement can increase identification and reporting of abuse and neglect, as well as, preparation for participation in Elder Abuse Awareness Day activities;

NOW, THEREFORE, BE IT RESOLVED that I, Scott Higgins, Mayor of Camas, do hereby proclaim **June 16, 2016**, as

# "Elder Abuse Awareness Day"

in Camas, Washington and encourage all Camas citizens to recognize and celebrate the accomplishments of Camas' seniors.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 16<sup>th</sup> day of May, 2016.

Scott Higgins, Mayor

Office of the Mayor



# ~ PROCLAMATION ~

WHEREAS, the annual sale of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by governmental leaders since 1922; and

WHEREAS, VFW Buddy Poppies are assembled by disabled veterans and the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans; and

WHEREAS, the basic purpose of the annual sale of Buddy Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to Honor the Dead by Helping the Living;

NOW, THEREFORE, BE IT RESOLVED that I, Scott Higgins, Mayor of Camas, do hereby urge the citizens of this community to recognize the merits of this cause by contributing generously to its support through the purchase of Buddy Poppies on May 21, 2016, and thereafter as symbols of appreciation for the sacrifices of our honored dead. Further, I urge all citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in defense of the freedoms, which we continue to enjoy as American citizens.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 16<sup>th</sup> day of May, 2016.



Scott Higgins, Mayor

| Mayor's  |  |
|--|--|
| VOLUNTEER SPIRIT AWARD   |  |
| Mayor's<br>VOLUNTEER SPIRIT AWARD<br>in the City of Camas, presented to                  |  |
| SUSAN GREIF  |  |
| For her enthusiastic embodiment as Grass Valley<br>Elementary's mascot, Ziggy the Zebra. |  |
| Dated this 16th day of May, 2016   |  |
| Scott Higgins, Mayor   |  |
|  |  |

# Grass Valley Elementary "Ziggy the Zebra!"





## **ORDINANCE NO. 16-007**

AN ORDINANCE repealing Chapter 18.22 of the Camas Municipal Code relating to Mixed Use Planned Development Overlay.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

CAMAS AS FOLLOWS:

Section I

Chapter 18.22 of the Camas Municipal Code, entitled Mixed-Use Planned Development

Overlay (MXPD) is hereby repealed.

# Section II

This ordinance shall take force and be in effect five (5) days from and after its publication

according to law.

PASSED by the Council and APPROVED by the Mayor this \_\_\_\_\_ day of May, 2016.

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

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

Clerk

APPROVED as to form:

City Attorney

#### **ORDINANCE NO. 16-008**

AN ORDINANCE amending certain provisions of Title 1 and Title 2 of the Camas Municipal Code by adopting minor clarification amendments, repealing certain Sections thereof, and adding a new Section 2.64.055 relating to collective bargaining agreements.

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

Section I

#### Chapter 1.04 – GENERAL PROVISIONS, Section 1.04.040 – Office hours shall be

amended to provide as follows:

Except as hereinafter provided, the offices of the public works department, fire department, police department, and other departments of the city shall be open during the hours of eight a.m. to five p.m., Monday through Friday of each week, except legal holidays. The office of the finance department shall be open during the hours of nine a.m. to five p.m., Monday through Friday of each week, except legal holidays. The office of the municipal court shall be open during such hours as the council shall determine by resolution. The office of the building department shall be open from eight a.m. to noon, and from one p.m. to five p.m.

#### Section II

#### Chapter 2.07 – CITY CLERK, Section 2.07.010 – Office of city clerk combined with

#### administrative services director shall be amended as follows:

The office of the city clerk is combined with the office of the administrative services director.

#### Section III

#### Chapter 2.07 - CITY CLERK, Section 2.07.020 - Appointment/oath/bond of the Camas

Municipal Code shall be amended as follows:

The mayor shall appoint the city clerk, which appointment shall be subject to confirmation by a majority vote of the city council.

Section IV

#### Chapter 2.28 – PARKS AND RECREATION COMMISSION, Section 2.28.040 –

**Officers – Quorum – Regular meetings** shall be amended to provide as follows:

The parks and recreation commission shall annually elect a chairperson and vice chairperson to preside at its meetings, and a secretary who shall have charge of all records of such commission and shall keep accurate and complete minutes of the meetings thereof. Four members of the commission shall constitute a quorum for the transaction of business, and a majority of the commission shall be required to approve any action. The parks and recreation commission shall have a regular monthly meeting on the fourth Wednesday of each month at 5:00 p.m., at Lacamas Lake Lodge.

#### Section V

#### Chapter 2.28 – PARKS AND RECREATION COMMISSION, Section 2.28.050 – Duties

and responsibilities shall be amended to provide as follows:

The parks and recreation commission shall have the following duties and responsibilities:

A. To make recommendations biannually to the city council and other city departments with respect to the implementation and modification of the city comprehensive parks and recreation plan;

B. To make recommendations to the city council regarding the acquisition of park lands;

C. To make recommendations to the city council regarding the planning and development of park lands;

D. To review annually the budget for the planning, development, operation, maintenance, and capital improvements of parks and recreation facilities, and to make recommendations to the city council concerning such budget;

E. To act as a research and fact-finding agency for the city, and in the conduct thereof to hold public meetings from time to time for the purpose of reviewing park and recreation programs, and to make such surveys, analyses, studies, and reports as may be necessary and appropriate.

F. To make recommendations to the city council regarding rules and regulations for use of the parks and the public;

G. To hear complaints and mediate disputes concerning parks and recreation facilities;

H. To formulate a recreational program for the residents of the city for the utilization of available parks, playgrounds, and recreational facilities, and to review such program annually;

I. To serve in an advisory capacity in the planning, development, operation, and management of the Camas community center.

#### Chapter 2.34 - BOARD OF ADJUSTMENT, Section 2.34.040 - Meetings shall be

amended to provide as follows:

Meetings shall be called by the chairman of the board of adjustment upon due notice to all members and upon compliance with the notice requirements of the open Public Meetings Act, RCW Chapter 42.30.

Section VII

#### Chapter 2.40 - MUNICIPAL COURT, Section 2.40.040 - Inter-local agreement shall be

amended to provide as follows:

Pursuant to RCW 39.34, the city may enter into an inter-local agreement with Clark County, whereby Clark County agrees to provide judicial and court support services necessary to operate the municipal court of Camas and to adjudicate all matters coming before said court.

#### Section VIII

#### Chapter 2.64 – PERSONNEL COMPENSATION, Section 2.64.010 – Elective officers

shall be amended to provide as follows:

The monthly salary for the respective elected officers for the city shall be as follows:

Mayor ....\$2,200.00 per month

Councilmember ....\$750.00 per month

#### Section IX

#### Chapter 2.64 – PERSONNEL COMPENSATION, Section 2.64.020 – Official pay plan –

Salaries for positions not included shall be amended to provide as follows:

The official pay plan for the officers and employees of the city, other than elected officials, shall consist of a schedule showing established monthly pay ranges and titles of classes of positions which are to be compensated within each pay range. Each position class, except non-represented seasonal employees, IAFF members, and library pages, shall include seven

steps from minimum to maximum salary. The schedule for non-represented seasonal employees, IAFF members, and library pages will establish hourly rates, and the number of steps may vary based upon the position. The city council shall, from time to time, adopt a schedule showing such data by resolution, which resolution when adopted shall be the official pay schedule for the officers and employees. Any change in the pay schedule shall be by resolution of the city council. The council shall set the rate of pay for any position or employment not included in the official pay plan.

#### Section X

#### Chapter 2.64 – PERSONNEL COMPENSATION, Section 2.64.030 – Temporary or

part-time employees shall be amended to provide as follows:

Temporary or regular part time employees shall be paid on hourly rate converted from the official schedule of monthly rates provided for by Section 2.64.020 based upon the regularly established work week for the position concerned.

#### Section XI

# Chapter 2.64 – PERSONNEL COMPENSATION, Section 2.64.040 – Regular Full-Time

#### and Regular Part-Time employees - Overtime pay - Work shifts - Time records - When paid

shall be amended to provide as follows:

A. All non-represented employees paid an hourly rate shall receive time and one-half for all hours worked in excess of eight hours in any one day or in excess of forty hours in any one week. They will have the option of taking the overtime pay or taking compensatory time. All represented employees shall be compensated for overtime as established in their collective bargaining agreement.

B. Each department head shall make and keep accurate daily time records of each employee in his department. The department head or their designee shall review and approve timesheets.

C. All officers and employees shall be paid the monthly salary provided on the last working day of each calendar month. If an employee is terminated prior to the last working day of any month, he shall be reimbursed for that portion of the month worked on the basis of dividing the number of working days, including holidays, of such month into the monthly salary to determine the rate of pay per day or on the hourly rate at the number of hours worked.

D. Employees as defined by resolution who are exempt from the provisions of the Fair Labor Standards Act shall not be entitled to overtime compensation.

E. Members of the police and fire departments shall be entitled to overtime pay in accordance with the provisions of the contracts between the city and the employees or their collective bargaining representative.

#### Section XII

#### Chapter 2.64 - PERSONNEL COMPENSATION, Section 2.64.050 - Rates of pay -

Advancement and pay adjustment shall be amended to provide as follows:

A. The maximum salary to be paid for a position shall not exceed the maximum amount for that position as shown in the schedule provided for in Section 2.64.020.

B. The beginning rate for a new employee will be dependent upon qualification within the established range for the class of position, unless otherwise covered in the provisions of a labor contract. Upon satisfactory completion of a six-month probationary period and upon recommendation of the department head the employee may be advanced to a higher rate in the class.

C. An employee's "anniversary date" shall be the first of the month following six months of initial employment. The department head shall review the employee's performance prior to the employee's anniversary date of each year. The department head may recommend that the employee be advanced on his anniversary date to a higher rate in the position class held by the employee.

D. An employee may be advanced above the "normal" salary step in his pay range if he is clearly demonstrating special merit or outstanding performance over what would be considered normal performance in the position.

#### Section XIII

There is hereby added to the Camas Municipal Code a new section provided as follows:

**2.64.055** – **Collective Bargaining Agreements** – **Effect of.** To the extent there is any provision of this Chapter 2.64 which is in conflict with any collective bargaining agreement negotiated between represented employees and the City, the collective bargaining agreement terms shall prevail.

#### Section XIV

The following sections of the Camas Municipal Code are hereby repealed:

Sections 2.10.030 – Combining with office of city clerk; 2.10.050 – Authority as city clerk; 2.32.080 - Budget and expenditures; 2.52.010 - City officers and employees - Required -Terms and penalty; 2.52.020 - City officers and employees - Approval and filing; 2.56.010 -Designated.

#### Section XV

This Ordinance shall take force and be in effect five (5) days from and after its publication

according to law.

PASSED BY the Council and APPROVED by the Mayor this \_\_\_\_\_ day of

\_\_\_\_\_, 2016.

SIGNED:\_\_\_\_\_\_Mayor

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

Clerk

APPROVED as to form:

City Attorney
#### **RESOLUTION NO. 16-009**

A RESOLUTION establishing thresholds for the delegation of contracting and agreement authority to the Mayor or designee and directing the Finance Director to establish and administer the necessary policies and procedures for contracting, agreements, and purchasing to ensure compliance with state law, municipal code, and any applicable resolutions.

WHEREAS, the legislature has vested the authority to contract and procure with the Council, pursuant to RCW 35A.11.010; and

WHEREAS, the Council exercises general control over the City's contracting and

agreement activities through its adoption of the annual budget and through the accounts payable

process; and

WHEREAS, the Council recognizes that the scope of contracting and agreement activities at the City is such that a reasonable delegation of contracting and agreement authority to the Mayor or designee is in the best interest of the City by facilitating administrative efficiency; and

WHEREAS, the Finance Director should be directed to establish the necessary administrative policies and procedures to ensure that City contracting, agreements, and procurement activities are in compliance with state law, municipal code, and any applicable resolutions;

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

I

The Council hereby establishes the thresholds for the delegation of contract and agreement approval authority to the Mayor or designee as shown in Exhibit A.

II

The Finance Director is directed to establish the necessary administrative policies and

procedures to ensure that City contracting, agreements, and procurement activities are in compliance with state law, municipal code, and any applicable resolutions.

# ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY

THE MAYOR this \_\_\_\_\_ day of May, 2016.

SIGNED:\_\_\_\_\_\_Mayor

ATTEST:\_\_\_\_\_Clerk

APPROVED as to form:

City Attorney

## EXHIBIT A

## CONTRACT AND AGREEMENT THRESHOLDS

The expenditure of public funds for the purchase of and contracting for goods, services, supplies, and materials and all other contracts and agreements shall comply with all applicable state law requirements set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable federal laws and regulations.

The City Council authorizes the Mayor, or designee, to enter into and execute on behalf of the City the following contracts and/or agreements without individual approval of each contract and/or agreement by the City Council, so long as the contract and/or agreement is consistent with the approved budget for the City, and the City's liability under the contract and/or agreement does not exceed available fund balances.

A. Professional Service Contracts and Agreements – including, but not limited to contracts and agreements for architectural, engineering, legal, and consulting services involving a cost or fee of less than \$50,000.

B. Maintenance/Service Contracts – for nonprofessional services involving a cost or fee of less than \$50,000.

C. Lease Agreements – for materials, supplies, and equipment where the expenditures or fee do not exceed \$50,000 per year.

D. Public Works Projects – Small Works Roster Projects with a single trade involving expenditures of less than \$100,000 and Small Works Roster Projects with multiple trades involving expenditures of less than \$150,000.

E. Public Works Projects - Capital and Major Maintenance Projects in excess of the limits set forth in subsection D herein shall proceed to Council for approval. The Mayor or his designee shall have the authority to execute the Change Orders up to 10% of the contract total, provided that the Change Orders are within the limits of the original contract and consistent with the scope and intent of the authorized project.

The breaking down of any purchase contract or agreement into units or phases for the purpose of avoiding the maximum dollar threshold is prohibited.

The Mayor, in the Mayor's discretion, may present any contract or agreement to the City Council for prior approval, even if the contract or agreement is allowed to be approved without prior City Council approval.

#### **RESOLUTION NO. 16-010**

A RESOLUTION setting a public hearing concerning the proposed vacation of Tidland Parkway, also known as NW Rolling Hills Drive.

WHEREAS, the City has received a request from Pahlisch Homes at Belz Place LLC, to vacate Tidland Parkway, and

WHEREAS, Tidland Parkway is abutted or surrounded by property owned by Pahlisch Homes at Belz Place LLC, and

WHEREAS, the Council of the City of Camas desires to initiate vacation proceedings for

the street to be vacated, and

WHEREAS, it is necessary for the Council to fix a time and place for a public hearing to be held on the proposed street vacation,

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

## Section I

The Council of the City of Camas does hereby initiate proceedings to vacate the following described portion of Tidland Parkway as described in Exhibit "A", attached hereto and by this reference incorporated herein.

## Section II

A public hearing shall be held on the proposed vacation on the 6<sup>th</sup> day of June, 2016, at 7:00 p.m., in the Council Chambers of the City Hall.

## Section III

The City Clerk is directed to give twenty (20) days notice of the hearing by posting written notice in three of the most public places in the City of Camas, by posting a like notice on the portion of the streets to be vacated, and by mailing notice to the abutting property owners at least fifteen (15) days prior to the date of hearing.

ADOPTED at a regular session of the City Council of the City of Camas this 16<sup>th</sup> day of May, 2016.

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

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

Clerk

APPROVED as to form:

City Attorney

LAND SURVEYORS ENGINEERS



## Exhibit "A" Page 1 of 3

(360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

## LEGAL DESCRIPTION FOR CITY OF CAMAS EXISTING RIGHT-OF-WAY RECORDED UNDER AFN 3278493

#### May 9, 2016

A parcel of property located in the North Half of South half of the Southwest quarter of Section 3, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington described as follows:

COMMENCING at the Northeast corner of said North half;

THENCE South 01° 44' 39" West along the East line of said North half 473.34 feet to the TRUE POINT OF BEGINNING;

THENCE North 55° 09' 26" West 589.35 feet to a 130.00 foot radius curve to the left;

THENCE around said 130.00 foot radius curve to the left 76.34 feet to a point 125.00 feet South of , when measured at right angles to, the North line of said North half;

THENCE North 88° 48' 14" West parallel with said North line 686.75 feet to a 10.00 foot radius curve to the right;

THENCE around said 10.00 foot radius curve to the right 15.81 feet;

THENCE North 01° 48' 06" East 114.90 feet to the North line of said North half;

THENCE North 88° 48' 14" West along said North line 60.00 feet;

THENCE South 01° 48' 06" West 114.27 feet to a 70.00 foot radius curve to the left;

THENCE around said 70.00 foot radius curve to left 110.70 feet to a point 185.00 feet South of, when measured at right angles to, said North line;

THENCE South 88° 48' 14" East parallel with said North line 686.75 feet to a 70.00 foot radius curve to the right;

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(360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

Exhibit "A" Page 2 of 3

THENCE around said 70.00 foot radius curve to the right 41.11 feet:

THENCE South 55° 09' 26" East 499.00 feet (Deed of Dedication recorded under AFN 3278493 contains a scrivener's error distance call of 449.00 feet) to a 20.00 foot radius curve to the right;

THENCE around said 20.00 foot radius curve to the right 22.54 feet to a 50.00 foot radius curve to the left;

THENCE around said 50.00 foot radius curve to the left 163.76 feet to the East line of said North half;

THENCE North 01° 44' 39" East along said East line 27.01 feet to the TRUE POINT OF BEGINNING.

Containing 2.17 acres, more or less.



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**5280354 AGR 05/04/2016 10:28 AM** Total Pages: 47 Rec Fee: \$119.00 CHICAGO TITLE VANCOUVER-TITLE ONLY SIMPLIFILE LC E-RECORDING eRecorded in Clark County, WA

#### **RETURN ADDRESS**

Jordan Ramis PC Attn: James D. Howsley 1499 S.E. Tech Center Place, Suite 380 Vancouver, WA 98683

W7950

**Document Title(s)** Development Agreement

**Reference Number(s) of related documents:** 5280334 (Re-Record to correct date on 3<sup>rd</sup> page)

Additional Reference #'s on page \_\_\_\_\_ Grantor(s) Pahlisch Homes at Belz Place, LLC, a Washington limited liability company

Additional grantors on page \_\_\_\_\_ Grantee(s) City of Camas, a Washington municipal corporation

Additional grantees on page \_\_\_\_\_ Trustee N/A

**Legal Description:** (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter) # 120 SEC 3, T1N, R3E, 14.25A to be Belz Place Ph 1 and #18 SEC 3, T1N, R3E, 17.51A

Additional legal is on page \_\_\_\_\_ Assessor's Property Tax Parcel/Account Number 986037318; 124731000

> This document is being recorded as an accommodation. Chicago Title maintains no responsibility as to the effect or provisions of this document.

**5280334 AGR 05/04/2016 09:59 AM** Total Pages: 45 Rec Fee: \$117.00 CHICAGO TITLE VANCOUVER-TITLE ONLY SIMPLIFILE LC E-RECORDING eRecorded in Clark County, WA

## MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO: Jordan Ramis PC Attn: James D. Howsley 1499 S.E. Tech Center Place, Suite 380 Vancouver, WA 98683

|   | This space provided for recorder's use.   |
|---|---|
| INSTRUMENT TITLE:                                   | DEVELOPMENT AGREEMENT   |
| GRANTOR(S):   | PAHLISCH HOMES AT BELZ PLACE, LLC, a Washington limited liability company         |
| GRANTEE:  | City of Camas, a Washington municipal corporation                                 |
| ABBREVIATED LEGAL DESC:                             | #120 SEC 3 T1NR3EWM 14.25A TO BE BELZ<br>PLACE PH 1 and #18 SEC 3 T1NR3EWM 17.51A |
| FULL LEGAL DESC:                                    | See Exhibit A to This Document  |
| ASSESSOR'S PROPERTY TAX<br>PARCEL ACCOUNT NUMBER(S) | ): 986037318; 124731000   |

REFERENCE NUMBER OF RELATED DOCUMENTS:

None

This document is being recorded as an accommodation. Chicago Title maintains no responsibility as to the effect or provisions of this document.

## MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO: Jordan Ramis PC Attn: James D. Howsley 1499 S.E. Tech Center Place, Suite 380 Vancouver, WA 98683

|  | This space provided for recorder's use.   |
|--|---|
| INSTRUMENT TITLE:                                  | DEVELOPMENT AGREEMENT   |
| GRANTOR(S):  | PAHLISCH HOMES AT BELZ PLACE, LLC, a Washington limited liability company         |
| GRANTEE:   | City of Camas, a Washington municipal corporation                                 |
| ABBREVIATED LEGAL DESC:                            | #120 SEC 3 T1NR3EWM 14.25A TO BE BELZ<br>PLACE PH 1 and #18 SEC 3 T1NR3EWM 17.51A |
| FULL LEGAL DESC:                                   | See Exhibit A to This Document  |
| ASSESSOR'S PROPERTY TAX<br>PARCEL ACCOUNT NUMBER(S | ): 986037318; 124731000   |

REFERENCE NUMBER OF RELATED DOCUMENTS:

None

This document is being recorded as an accommodation. Chicago Title maintains no responsibility as to the effect or provisions of this document.

#### DEVELOPMENT AGREEMENT

Effective Date: <u>5-4</u>, 2016

#### **PARTIES:**

PAHLISCH HOMES AT BELZ PLACE, LLC, a Washington limited liability company ("Developer") is the owner of APNs 986037318 and 124731000 ("Property"). The legal description for these parcels is attached as **Exhibit A**.

City of Camas is a Washington municipal corporation ("City"), and is responsible for land use planning and permitting pursuant to the Growth Management Act.

Developer and City are collectively referred to as the Parties.

## **RECITALS:**

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 provide:

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

Whereas, City previously approved a preliminary subdivision plat for a 107 lot single family subdivision for the Property (and for APN 124784000 which is no longer included in the subdivision and is not subject to this agreement), land use case file numbers SUB 05-14, in the Final Order dated July 10, 2006, attached as **Exhibit B** (the "2006 Approval");

Whereas, Developer has proposed to realign the western segment of the right-of-way into property currently used for park purposes and owned by the City;

Whereas, the Developer proposed to construct amenities in Dorothy Fox Park to provide recreational opportunities for future residents of the subdivision in consideration for the shifting of the right-of-way into City-owned property, as referenced and described in Sections 3 and 4 herein, and for application of revised design elements as referenced and described in Sections 5, 6, and 7 herein;

Whereas, at the time of the preliminary subdivision plat application being deemed complete, certain density and dimension standards were in effect, and all references to the Camas Municipal Code as set forth herein shall be deemed to reference the terms therein in effect as ofNovember 8, 2005.;

Whereas, CMC 18.09.060 established standards that pertain to Density transfers, and CMC18.09.060(C) provides that where a land division proposes to set aside a tract for the protection of a critical area, natural open space network, or network connector (identified in the City of Camas parks plan), or approved as a residential area, lots proposed within the development may utilize the density transfer standards under CMC Section 18.09.040 Table-2; and

Whereas, CMC 18.09.080, historic sub-part (A) allowed reductions of up to 30% from setbacks and lot sizes.

#### AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Development Agreement**. This Development Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 – 210.

It will become a contract between the Parties upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170 and execution by the Parties.

**Section 2.** Term of Agreement. This Development Agreement will commence on the effective date and will remain in effect for four (4) years, unless extended, amended or terminated by mutual written consent of the Parties.

**Section 3.** Existing Right-of Way Realignment. The Parties agree the right-of-way for Tidland Parkway as shown on Exhibit C is being shifted to the north into property owned by the City and currently designated for park purposes. The Developer may submit for a road vacation for the remainder of the existing right-of-way and shall be responsible for all associated costs related to appraisals, closing, etc. necessary to process the road vacation. The City will schedule a public hearing to consider said road vacation, and if approved by the City Council, Developer agrees to concurrently dedicate the necessary right-of-way to offset the realigned roadway.

Section 3.1. Curb to Curb Street Improvements. Developer agrees, in addition to construction of the half-width improvements to Tidland Parkway located opposite the City Park parcel required per the Preliminary Plat land use approval, Developer shall construct full-width pavement improvements and curb-line improvements on the northeasterly side of Tidland Parkway (adjacent to the Park) in this area. The City shall be responsible for landscaping, sidewalk, any necessary street lights and other improvements located outside the curb-line with future development of the Park property.

**Section 3.2 Curb Extensions.** Developer agree to provide curb extensions (bump/bulb outs) along NW 23<sup>rd</sup> Avenue for safe crossing thereof and to harmonize the Belz Development with Dorothy Fox Park.

Section 4. Dorothy Fox Park Improvements. Developer agrees to design, submit permits for, and once approved by the City, construct a public bathroom in the Dorothy Fox Park near the existing tot lot. The bathroom shall be similar in materials, size and layout as that shown in **Exhibit D**. Developer also agrees to design, submit permits for, and once approved by the City, install playground equipment in the tot lot. The playground equipment shall be similar in size and complexity as that shown on **Exhibit D**. Developer agrees to utilize best efforts to construct all improvements in 2017.

**Section 5.** Applicable Density and Dimension Standards. Applicable Density and Dimension Standards are set forth in CMC 18.09.040 – Table 2 (R-7.5), subject to the following deviations for Front and Rear Yard Setbacks, Lot Coverage Percentages and Density Transfer Standards under CMC Section 18.09.040 Table-2.

Section 5.1. Front Yard Setback Deviation. A thirty-percent (30%) deviation from front yard setback standards shall apply, as depicted on Exhibit E to this Agreement.

Section 5.2. Rear Yard Setback Deviation. A thirty-percent (30%) deviation from rear yard setback standards shall apply, as depicted on Exhibit E to this Agreement.

**Section 5.3.** Side Yard Setback on Corner Lot Deviation. A ten-percent (10%) deviation from side yard setback on corner lot standards shall apply, as depicted on Exhibit E to this Agreement.

Section 5.4. Height and Stories of Adjacent Homes in Row. No more than two immediately adjacent homes with front-yards on a common street shall be two (2) or more stories in height; a home of less than two (2) stories shall separate each set of two immediately adjacent homes with front-yards on a common street; PROVIDED, that a home of one and one-half story (1  $\frac{1}{2}$ ) story shall not constitute a two (2) story home. One and one-half story (1  $\frac{1}{2}$ ) story homes are shown on Exhibit F or equivalent as determined by the Community Development Director or designee.

Section 6. Developer to Comply with City Aesthetic and Dimensional Standards. Subject to the specific terms and conditions set forth in this Agreement, the City may determine and impose reasonable aesthetic and more restrictive dimensional standards, and Developer agrees to comply with the same.

Section 7. Model Home. The City agrees to approve a building permit for the construction of a model home prior to the recording of a final plat. The Developer bears the risk and will hold the City harmless should the plat fail to record.

## **MISCELLANEOUS PROVISIONS**

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

**Counterparts.** This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

**Effective Date.** This Agreement is effective upon recording, which shall occur within thirty (30) days of City Council approval by Resolution, or the terms herein shall be null and void.

**Termination.** This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

**City's Reserved Authority.** Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion is not a serious threat to public health and safety, and that such action will only be taken by legislative act of the Camas City Council after appropriate public process.

Authorization. The persons executing this Agreement on behalf of City and Developer are authorized to do so and, upon execution by such parties, this Development Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each

obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

**Run with the Land.** This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the Clark County Auditor.

**Public Hearing.** The Camas City Council has approved execution of this Agreement by resolution after a public hearing.

**Dispute Resolution.** Should a disagreement arise between the Parties, 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 a civil action.

**Venue.** This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

**Performance.** Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not 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 clause.

**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. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

**Inconsistencies.** If any provisions of the Camas Municipal Code and land use regulations are deemed inconsistent with this Agreement, the provisions of this Agreement will prevail, excepting the County's reserved authority described above.

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records.

**Survival.** Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

**No Benefit to Third Parties.** The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

**Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as to the subject matter.

**Notices.** All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

| City:           | Attn. City Administrator<br>616 NE 4 <sup>th</sup> Avenue<br>Camas, WA 98607                              |
|-----------------|---|
| Developer       | Pahlisch Homes<br>Attn. Chad Bettesworth<br>210 SW Wilson Ave., Suite 100<br>Bend, OR 97702               |
| With a copy to: | Jordan Ramis, PC<br>Attn: James D. Howsley<br>1499 SE Tech Center Place, Suite 380<br>Vancouver, WA 98683 |

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

**Non-waiver.** Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

**Headings, Table of Contents.** The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**Interpretation of Agreement; Status of Parties.** This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

**Future Assurances.** Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

Signatures appear on the following pages.

Pahlisch Homes at Belz Place, LLC

Ellah

By: Dennis Pahlisch Its: Manager

5-3-16

Date

City of Cama Date By: Its: State of Washington ) ss. County of Washington)

I certify that I know or have satisfactory evidence that Dennis Pahlisch 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 Manager of Pahlisch Homes at Belz Place, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: <u>May</u> 3<sup>rd</sup>, 2016. Mon

Signature My Commission Expires: 10.30.17

(Seal or stamp)

OFFICIAL STAMP ANNON MCDONA NOTARY PURI OREGON COMMISSION NO. MY COMMISSION EXPIRES OCTOBER 30, 201

State of Washington ) ) ss. County of  $C(\alpha k)$ 

I certify that I know or have satisfactory evidence that  $\underbrace{\text{xot Higgins}}_{\text{higgins}}$  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  $\underbrace{\text{Mayo}}_{\text{output}}$  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: 5/2/\_\_\_\_\_, 2016. Signature My Commission Expires:  $\frac{9}{18/19}$ (Seal or stamp)

Approved as to form:

City Attorney

# EXHIBIT A

Legal Description

Clark Auditor Wed May 04 10:24:21 PDT 2016 5280354 Page 13



## EXHIBIT A

(360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

### LEGAL DESCRIPTION FOR BELZ PLACE – PHASE 1 PERIMETER

March 9, 2016

That portion of the South half of the Southwest quarter of Section 3, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the South half of said Southwest quarter;

THENCE North 88° 48' 14" West, along the North line of the South half of said Southwest quarter, a distance of 1166.47 feet to the TRUE POINT OF BEGINNING;

THENCE North 88° 48' 14" West, continuing along the North line of the South half of said Section 3, a distance of 315.72 feet to the Northwest corner of Parcel II of that parcel of land conveyed to Charles R. Tidland and Roberta J. Tidland, husband and wife, by deed recorded under Auditor's file Number G718009, records of Clark County, Washington;

THENCE South 01° 51' 49" West, along the West line of said Tidland parcel, a distance of 598.90 feet to the Southwest corner of Parcel A of City of Camas Boundary Line Adjustment BLA15-03 recorded under Auditor's File Number 5194014, records of Clark County, Washington;

THENCE the following five courses and distances along the Southerly and East lines of said Parcel A;

THENCE South 68° 30' 51" East, a distance of 238.26 feet;

THENCE South 25° 44' 04" East, a distance of 411.00 feet;

THENCE South 60° 35' 16" East, a distance of 580.69 feet;

THENCE South 88° 58' 07" East, a distance of 555.22 feet to the Southeast corner of said Parcel A;

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Exhibit A - Page 1 of 10



(360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

THENCE North 01° 44' 39" East, along the East line of said Parcel A, a distance of 61.37 feet;

THENCE North 38° 22' 53" West, leaving the East line of said Parcel A, a distance of 86.64 feet;

THENCE North 52° 48' 00" West, a distance of 95.42 feet to a point on a 52.52 foot radius non-tangent curve to the right;

THENCE along said 52.52 foot radius non-tangent curve to the right (the long chord of which bears South 86° 08' 24" West, a distance of 48.23 feet), an arc distance of 50.10 feet;

THENCE North 66° 31' 54" West, a distance of 142.96 feet;

THENCE South 67° 47' 54" West, a distance o 28.11 feet;

THENCE South 45° 44' 11" West, a distance of 31.00 feet;

THENCE South 59° 07' 54" West, a distance of 48.80 feet to a point on a 50.00 foot radius curve to the right;

THENCE along said 50.00 foot radius curve to the right (the long chord of which bears North 85° 02' 22" West, a distance of 58.54 feet), an arc distance of 62.53 feet;

THENCE North 49° 12' 38" West, a distance of 24.21 feet;

THENCE North 29° 24' 44" East, a distance of 22.94 feet;

THENCE North 60° 35' 16" West, a distance of 446.94 feet;

THENCE North 31° 45' 58" West, a distance of 49.51 feet;

THENCE North 26° 07' 58" West, a distance of 48.47 feet;

THENCE North 03° 36' 14" East, a distance of 32.73 feet;

THENCE North 25° 44' 04" West, a distance of 129.99 feet;

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Exhibit A - Page 2 of 10



(360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

THENCE North 64° 15' 56" East, a distance of 114.18 feet;

THENCE North 25° 44' 04" West, a distance of 116.85 feet;

THENCE North 73° 33' 11" East, a distance of 83.28 feet;

THENCE North 13° 09' 37" West, a distance of 121.16 feet;

THENCE North 01° 11' 46" East, a distance of 93.45 feet;

THENCE North 88° 48' 14" West, a distance of 250.00 feet;

THENCE North 01° 11' 46" East, a distance of 167.91 feet;

THENCE North 88° 48' 14" West, a distance of 34.26 feet to a point which bears South 01° 11' 46" West, a distance of 102.00 feet, from the TRUE POINT OF BEGINNING;

THENCE North 01° 11' 46" East, a distance of 102.00 feet to the TRUE POINT OF BEGINNING.

Contains 620,985 Square Feet, more or less.



3/9/16

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Exhibit A - Page 3 of 10



Exhibit A - Page 4 of 10



Exhibit A - Page 5 of 10



LAND SURVEYORS ENGINEERS

(360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

#### LEGAL DESCRIPTION FOR BELZ PLACE – PHASE 2 (DEVELOPMENT AGREEMENT) PERIMETER

#### March 9, 2016

That portion of the South half of the Southwest quarter of Section 3, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the South half of said Southwest quarter;

THENCE North 88° 48' 14" West, along the North line of the South half of said Southwest quarter, a distance of 1166.47 feet to the TRUE POINT OF BEGINNING;

THENCE South 01° 11' 46" West, a distance of 102.00 feet;

THENCE South 88° 48' 14" East, a distance of 34.26 feet;

THENCE South 01° 11' 46" West, a distance of 167.91 feet;

THENCE South 88° 48' 14" East, a distance of 250.00 feet;

THENCE South 01° 11' 46" West, a distance of 93.45 feet;

THENCE South 13° 09' 37" East, a distance of 121.16 feet;

THENCE South 73° 33' 11" West, a distance of 83.28 feet;

THENCE South 25° 44' 04" East, a distance of 116.85 feet;

THENCE South 64° 15' 56" West, a distance of 114.18 feet;

THENCE South 25° 44' 04" East, a distance of 129.99 feet;

THENCE South 03° 36' 14" West, a distance of 32.73 feet;

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Exhibit A - Page 6 of 10



(360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

THENCE South 26° 07' 58" East, a distance of 48.47 feet;

THENCE South 31° 45' 58" East, a distance of 49.51 feet;

THENCE South 60° 35' 16" East, a distance of 446.94 feet;

THENCE South 29° 24' 44" West, a distance of 22.94 feet;

THENCE South 49° 12' 38" East, a distance of 24.21 feet to a point on a 50.00 foot radius curve to the left;

THENCE along said 50.00 foot radius curve to the left (the long chord of which bears South 85° 02' 22" East, a distance of 58.54 feet), an arc distance of 62.53 feet;

THENCE North 59° 07' 54" East, a distance of 48.80 feet;

THENCE North 45° 44' 11" East, a distance of 31.00 feet;

THENCE North 67° 47' 54" East, a distance of 28.11 feet;

THENCE South 66° 31' 54" East, a distance of 142.96 feet to a point on a 52.52 foot radius curve to the left;

THENCE along said 52.52 foot radius curve to the left (the long chord of which bears North 86° 08' 24" East, a distance of 48.23 feet), an arc distance of 50.10 feet;

THENCE South 52° 48' 00" East, a distance of 95.42 feet;

THENCE South 38° 22' 53" East, a distance of 86.64 feet to the East line of Parcel A of that City of Camas Boundary Line Adjustment BLA15-03 recorded under Auditor's File Number 5194014, records of Clark County, Washington, said point bears North 01° 44' 39" East, along said East line, a distance of 61.37 feet from the Southeast corner thereof;

THENCE North 01° 44' 39" East, along said East line, a distance of 786.21 feet to the North line of that public right-of-way conveyed to the City of Camas by deed recorded under Auditor's File Number 3278493, records of Clark County, Washington;

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Exhibit A - Page 7 of 10



(360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

THENCE North 55° 09' 26" West, along said North right-of-way line, a distance of 589.35 feet to a point on a 130.00 foot radius curve to the left;

THENCE continuing along said North right-of-way line and along said 130.00 foot radius curve to the left (the long chord of which bears North 71° 58' 50" West, a distance of 75.25 feet), an arc distance of 76.34 feet to a point 125.00 feet South of, when measured at right angles to, the North line of the South half of said Southwest quarter;

THENCE North 88° 48' 14" West, continuing along said North right-of-way line parallel with the North line of the South half of said Southwest quarter, a distance of 80.12 feet to the Southwest corner of that parcel of land conveyed to the City of Camas by deed recorded under Auditor's File Number 3278492, records of Clark County, Washington;

THENCE North 01° 11' 46" East, along the West line of said City of Camas parcel, a distance of 125.00 feet to the North line of the South half of said Southwest quarter;

THENCE North 88° 48' 14" West, along the North line of the South half of said Southwest quarter, a distance of 519.17 feet to the TRUE POINT OF BEGINNING.

Contains 19.67 Acres, more or less.



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# EXHIBIT B

2006 Approval

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CITY OF CAMAS 616 Northeast Fourth Avenue P.O. Box 1055 Camas, Washington 98607 http://www.ci.camas.wa.us

#### EXHIBIT B

## STAFF REPORT Belz Place Subdivision Application

File No. SUB #05-14 Staff Report Date: June 19, 2006

| PROPOSAL:          | The applicant is proposing to subdivide approximately 36.9 acres in the R-10 zone into 107 lots for single-family homes. |
|--------------------|--|
| то:                | Joe Turner, Hearings Examiner  |
| FROM:              | STAFF  |
| HEARING DATE:      | July 27, 2006  |
| LOCATION:          | Parcel # 124731-000 and 124784-000   |
| OWNER / APPLICANT: | C. B. I. LLC.<br>1514 NW Ostenson Canyon Road<br>Camas, WA 98607   |
| CONTACT:           | Zack Goldfinch- Olson Engineering, Inc.<br>1111 Broadway<br>Vancouver, WA 98660  |

Application Submitted: 11/08/05 Notice of Development Sign: 04/13/06 Application Complete: 05/06/06 SEPA Determination: MDNS Comment period ended: 05/30/06 Notice of Application and SEPA: Mailed: (property owners within 300 feet of the site) 5/12/2006 Published (Post Record): 05/16/2006 Notice of Public Hearing: Mailed: (property owners within 300 feet of the site) 06/09/2006 Published (Post Record) 06/13/2006 and 06/20/2006

**APPLICABLE LAW:** The application was submitted on November 8<sup>th</sup>, 2005 and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 17; Subdivisions; Title 18; Chapter 18.09 Density and Development, Chapter 18.07 Use Authorization, Chapter 18.31 Sensitive Areas and Open Space, Chapter 3.88 (Impact Fees), Title 16; Chapters 16.16 (SEPA), 16.05 (Archaeological Resources).

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#### I. BACKGROUND

Zoning: R-10 Proposed Lots:

- 107 lots- detached single family
- Range of lot sizes 6338 15,006 SF
- Average lot size: 8,489 SF

- Acreages/Areas:
- Total site area: 36.9 acres
- Open Spaces: 7.93 acres

This Staff Report is formatted to include the applicable criteria, applicant's responses to the criteria, followed by staff comments or analysis supporting, clarifying, or presenting alternative findings or conclusions. The Hearings Examiner recommendation and approval on an application for preliminary plat approval shall be based on the following criteria:

#### II. SUBDIVISION APPROVAL CRITERIA AND ANALYSIS CMC 17.11.030(D)

1. The proposed subdivision is in conformance with the Camas Comprehensive Plan, Parks and Open Space Comprehensive Plan, Neighborhood Traffic Management Plan, and any other City adopted plans.

Applicant Response: Tab 4 (Received June 7, 2006), Item 1

**Staff Comment:** The Neighborhood Traffic Management (NTM) Plan of March 2001 recommends that new developments incorporate traffic calming measures in their design. The applicant is not proposing any traffic calming measures other than some of the internal streets are configured with a 28 foot paved width which is in accordance with the requirements of the City's NTM plan for acceptable traffic calming measures. Staff would note that appropriately sized traffic circles or other acceptable traffic calming measures may alter adjacent lot dimensions, lot access and or right-of-way widths and alignments slightly but appear to be feasible without creating substandard lots or a reduction in total lot count. The applicant should be required to incorporate traffic calming features in a number and location acceptable to the City prior to final engineering plan approval.

The applicant provided a preliminary layout of Lots 62, 63 and Tract "D" (dated June 2006). They proposed a **unique amenity** for this subdivision, which is to set aside Tract D as an area for a tot lot, pool and pool house to provide additional recreational opportunities for the future residents of the development. The applicant also proposes several locations for trails. The development of parks within a residential zone is a conditional use and is subject to design review approval. Staff is amenable to the proposed conditional use of Tract "D" and would recommend that the applicant be allowed to submit for design review and site plan approval prior to final plat approval. The completion of the improvements should occur prior to final acceptance of Phase I.

A note on the preliminary plat that was received on June 6, 2006, states, "There are no proposed park or open space features". This statement is obviously an error given the proposed 7.93 acres of open space. The applicant should correct this error at final engineering.

2. Provisions have been made for water, storm drainage, erosion control and sanitary sewage disposal for the subdivision that are consistent with current standards and plans as adopted in the Camas Design Standard Manual.

Applicants Response: Tab 4 (Received June 7, 2006), Item 2

Staff Comment: Staff agrees that adequate provisions for water, storm drainage, erosion control, Exhibit B - Page 3 of 11 SUB #05-14 Belz Place Page 3 and sanitary sewage disposal have been provided for and/or are feasible as proposed. Staff would note that the applicant is proposing a long offsite extension of a conventional gravity sewer main with connection on NW 18<sup>th</sup> Loop

# 3. Provisions have been made for road, utilities, street lighting, street trees and other improvements that are consistent with the Six-Year Street Plan, the Camas Design Standards Manual and other State adopted standards and plans;

Applicant Response: Tab 4 (Received June 7, 2006), Item 3

**Staff Comment:** The applicant has generally made provisions for adequate roads, utilities, street lighting and other improvements consistent with the adopted standards. Staff would note one minor inconsistency with the proposed typical street sections that include a 4' planter strip and a 3' clear area behind the sidewalk. This configuration will only provide a clear planting area of 3.5' in width for street trees in the planter strip due to the width of the curb. The City's street tree planting requirements are a minimum of 2' of clearance from all concrete surfaces for street trees. The applicant should be required to revise the typical street sections to include a minimum 5' planter strip (4.5' clearance) with a 2' clear area behind the sidewalk.

The applicant's narrative discusses the City's dedication of 23' of City owned property along the Ostenson Canyon Park property frontage to complete the proposed full width street improvements to NW Tidland Parkway. The applicant's narrative is not as specific regarding whose responsibility the installation and construction of the full width street improvements. Staff would recommend the applicant be responsible for the installation and construction of the full width street improvements on NW Tidland Parkway along the entire frontage of the Ostenson Canyon Park property frontage. The city would also like to encourage the applicant to expand Phase I to include more initial construction of Tidland Parkway. This road will serve as the main connector to new ball fields that will be constructed adjacent to the site.

The applicant has not submitted a specific landscaping plan that identifies the proposed tree species to be located within the proposed street rights of way, landscaping of Tract D, model home/sales office, and stormwater facility landscaping. Staff would recommend that prior to final engineering approval the applicant submit a landscape plan for the stormwater detention facility, Tract D, and the model home/sales office.

4. Provisions have been made for dedications, easements and reservations;

Applicant Response: Tab 4 (Received June 7, 2006), Item 4

**Staff Comment:** Staff agrees the applicant has made adequate provisions for dedications, easements, and reservations.

5. The design, shape and orientation of the proposed lots are appropriate to the proposed use. In addition to meeting the minimum lot size density requirement, each residential lot must provide a building envelope that allows a building that at least conforms to the developers own building restrictions (CC and R's). Therefore corner lots, lots with easements, or lots with environmental constraints may have to be larger than other lots in the subdivision;

Applicant Response Tab 4 (Received June 7, 2006), Item 5

**Staff Comment:** The applicant has proposed lots that comply with setbacks of 20-feet (front), 5-feet (sides) and 25-feet (front) and has not requested any exceptions from these standards.

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The design of lots with this proposal needs some revision to be in full compliance with §17.19.040(D) to include adjustments to side lot lines and lots with double frontage. Side lot lines of lots numbered 45, 46, 47, 72, 73, 92, 93, and 94 do not run at right angles to the curving roadway. These lots lines should be adjusted at final engineering.

Lots numbered 7 and 8 are double frontage lots and according to code, double frontage lots are to be avoided. Compounding the issue, Lot 7 is also a corner lot and has a smaller building envelope in comparison to adjacent lots and will be restricted from building privacy fencing. Staff notes that lot 7 has adequate space to site a 40' x 40' building envelope, consistent with code. In addition, the adjacent lots are of similar size to the proposed lots, and for that reason, staff would not expect this diversion from code to negatively impact the existing neighbors. However, to avoid potential future confusion with setbacks at Lot 7, the applicant should provide a note on the final plat that states that established setbacks of an approved plat shall govern individual lot construction and state that the both lots shall access from NW Tidland Parkway.

6. The subdivision complies with the relevant requirements of the Camas subdivision and zoning codes, and all other relevant local regulations;

Applicant Response: Tab 4 (Received June 7, 2006), Item 6 Staff Comment: See staff comments under Item 5,

7. Appropriate provisions are made to address all impacts identified by the transportation impact study;

Applicant Response: Tab 4 (Received June 7, 2006), Item 7

**Staff Comment:** Staff agrees that adequate provisions have been made to address the impacts identified in the transportation impact study.

8. Appropriate provisions for maintenance of privately owned common facilities have been made;

**Applicant Response** Tab 4 (Received June 7, 2006), Item 8 **Staff Comment**: Staff agrees that appropriate provisions for the maintenance of privately owned facilities have been made.

9. Appropriate provisions, in accordance with RCW 58.17.110, is made for: (a) The public health, safety, and general welfare and for such open spaces, drainage ways, streets, or roads, alleys or other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) The public use and interest will be served by the platting of such subdivision and dedication.

Applicant Response: Tab 4 (Received June 7, 2006), Item 9 Staff Comments: Staff concurs.

10. The application and plans shall be consistent with the applicable regulations of the adopted comprehensive plans, shoreline master plan, state and local environmental acts and ordinances in accordance with RCW 36.70B.030.

Applicant Response: Tab 4 (Received June 7, 2006), Item 10 Staff Comments: Staff concurs.

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#### III. STORMWATER EXCEPTION REQUEST - CRITERIA CMC 17.23.010(A)

(a) An exception shall not be granted unless there are special physical circumstances or conditions affecting the property, such that the strict application of the provisions of this code would deprive the applicant of the reasonable use of development of his land; (b) the exception is necessary to insure such property rights and privileges as are enjoyed by other properties in the vicinity and under similar circumstances; (c) and the granting of the exception will not be detrimental to the public welfare or injurious to other property in the vicinity.

Applicant Response: Letter dated April 12, 2006, "Belz Place – request for Offsite Stormwater Facility"

**Staff Comment** In general, staff finds this exception acceptable to the City. The enhanced landscaping to include a trail, are in the best interest of the community at large. Staff would suggest that the applicant provide a final landscaping plan for all tracts to include, Tract A with final engineering. The landscape plan should include type and location of plants, appropriate watering system to assure landscaping success and bonding in the amount of 200% of the engineering cost estimate for installation.

#### **IV PUBLIC COMMENTS**

As of the writing of this report, no public comments were received.

#### V. RECOMMENDATION

Staff recommends consolidated approval of the preliminary plat and conditional uses of Tract "D" and of Lots 62 and 63, with the following conditions:

#### VI. STANDARD CONDITIONS OF APPROVAL

- 1. Stormwater treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Stormwater Manual design guidelines. Final stormwater calculations shall be submitted at the time of final construction plan submittal.
- 2. All construction plans will be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.
- 3. Underground (natural gas, CATV, power, street light and telephone) utility plans shall be submitted to the City for review and approval prior to approval of the construction plans.
- 4. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved subdivision. The City will supply the list of required signs, markings and barriers at the time paving is scheduled.
- 5. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer's estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.
- 6. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners. Exhibit B - Page 6 of 11

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- 7. A homeowner's association (HOA) will be required for this development. The applicant will be required to furnish a copy of the C.C. & R.'s for the development to the City for review. Specifically, the applicant will need to make provisions in the C.C. & R.'s for maintenance of the stormwater detention and treatment facilities and any storm drainage system or easements outside the City's right of way (if applicable).
- 8. Building permits shall not be issued until this subdivision is deemed substantially complete and the final plat is recorded and approved by the Planning, Engineering, Building and Fire Departments.
- 9. The applicant shall remove all temporary erosion prevention and sediment control measures from the site at the end of the two-year warranty period, unless otherwise directed by the Public Works Director.
- 10. Final plat and final as-built construction drawing submittals shall meet the requirements of the CMC 17.11.060, CMC 17.01.050 and the Camas Design Standards Manual for engineering as-built submittals.

#### VI. SPECIAL CONDITIONS OF APPROVAL

#### Planning

- 1. Prior to the removal of trees, a forest practice permit shall be required. The applicant shall supply a copy of said permit with final engineering.
- 2. Consistent with SEPA mitigation measures, the applicant shall install 4'-high temporary construction fencing at perimeter of Tract C, prior to any earth moving activity.
- 3. Consistent with SEPA mitigation measures, the applicant shall install a minimum of 4'-high continuous, permanent fencing along the boundary of Tract C prior to final plat approval. Maintenance of this fencing shall be the responsibility of the homeowners association and shall be included in the HOA CC&R's.
- 4. The applicant shall provide a final landscaping plan for Tracts A and B, to be approved by staff during final engineering approval. The landscape plan shall include type and location of plants, and appropriate watering system to assure landscaping success. Landscaping of common areas shall be installed prior to substantial completion.
- 5. Pursuant to §17.19.040(D) side lot lines of lots numbered 45, 46, 47, 72, 73, 92, 93, and 94 shall run at right angles to the roadway. These lots lines shall be adjusted at final engineering.
- 6. A design review permit shall be required for Tract "D" per §18.19 CMC.

#### Engineering

- 1. The applicant shall incorporate traffic calming features in a number and location acceptable to the City prior to final engineering plan approval.
- 2. The applicant shall submit plans for the development of Tract D and trails as proposed and complete the proposed improvements prior to final acceptance of Phase I.
- 3. The applicant shall revise the proposed typical street sections to include a minimum 5' planter strip (4.5' clearance) with a 2' clear area behind the sidewalk.
- 4. The applicant shall complete the installation and construction of the full width street improvements on NW Tidland Parkway along the entire frontage of the Ostenson Canyon Park property frontage.

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- 5. Prior to final engineering approval the applicant shall submit a landscape plan for the stormwater detention facility, Tract D, model home/sales office, the proposed street tree planting and the wetland mitigation/enhancement work.
- 6. No construction spoils shall be placed on building lots. Any fill material placed on lots must be engineered structural fill, unless placed in the front or rear setback to a maximum of 6 inches in total depth.
- 7. The development shall comply with Camas Municipal Code (CMC) 15.32 for any land disturbing activity. The applicant shall submit an erosion prevention/sediment control plan in accordance with CMC 15.32 for any land disturbing activity that disturbs an acre or more or adds 5000 square feet or more of impervious surface. In accordance with CMC 17.21.030 the applicant shall be required to furnish to the City an approved form of security (e.g. Erosion Control Bond). The bond is to be in the amount of 200% of the engineer's estimated cost of the erosion prevention/sediment control measures, including associated labor. The City reserves the right to tap the bond to recover costs associated with enforcing, removing or rectifying any unauthorized dumping, filling or grading.
- 8. To help minimize noise impacts to the adjacent residential neighborhoods, equipment shall be properly muffled and construction regarding site improvements shall be confined from 7 AM to 7 PM Monday through Friday and 9 AM to 5 PM on Saturdays, excluding City observed holidays. Additionally this limitation shall apply to equipment maintenance vehicles.
- 9. A note shall be added to the final plat stating that each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance.

#### VII. SEPA CONDITIONS (Comment period ended without appeal)

#### State Environmental Policy Act (SEPA MDNS, File SC-05-06-10) Mitigation Measures

1. An Erosion Control Plan consistent with City requirements to include compliance with the Stormwater Management Manual for Western Washington, February 2005 shall be prepared and submitted for review and approval, and implemented prior to any earth disturbing activities. Additional erosion control measures shall be implemented consistent with best available practices as necessary to control erosion. From May 1 to September 30, no soils should remain exposed and unworked for more than 7 days. Soil stabilization measures should be appropriate for the time of year, site conditions, estimated duration of use, and potential water quality impacts that stabilization agents may have on downstream waters.

2. Grading and all other earthwork to occur during periods of extended dry weather or as advised by Geocon Northwest, Inc. (September, 2005).

3. Fugitive emissions associated with construction must be controlled at the excavation site, during transportation of excavated material, and at any disposal site.

4. Surface water treatment and conveyance systems shall be designed in accordance with the 1992 Puget Sound Stormwater Manual or as revised. Stormwater runoff shall be treated for quality and controlled in quantity prior to discharge.

5. Storm water treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Storm Water Manual design guidelines (or as revised). Final storm water calculations shall be submitted at the time of final construction plan submittal.

6. The Revised Wetland and Buffer Mitigation Plan, as prepared by the Resource Company (dated March 1, 2006) shall be implemented as proposed. To include the following: (1) Exhibit B - Page 8 of 11

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The applicant shall be required to install temporary, construction, fencing around the sensitive areas prior to earth disturbing activities; (2) Permanent signage shall be installed that reads "Wetland buffer – Please leave in a natural state." These signs shall be posted every 100 feet or at least one per lot, which ever is less; and (3) Permanent and continuous fencing shall be installed at the rear of lots adjacent to Tract "C", which includes Lots numbered 74 - 103, Tract D and Lot 106. Installation of fencing shall be constructed in a manner as to minimize habitat impacts.

7. Wetland mitigation shall be installed and shall require financial surety of 105% of the total cost of the initial installation to ensure mitigation success. Initial installation and financial surety shall be in place prior to substantial development of any phase. The monitoring and financial surety program will run a period of 5 years with annual submittal of monitoring reports required.

8. To help minimize noise impacts to the adjacent residential neighborhoods, equipment shall be properly muffled and construction regarding site improvements shall be confined from 7:00 a.m. to 7:00 p.m., Monday through Friday; 8:00 a.m. to 5:00 p.m. on Saturday, excluding city observed holidays and Sundays. Furthermore, maintenance and fueling of construction equipment shall be confined from said times and days.

9. The applicant shall secure all required local, state, or federal permits prior to construction of improvements.

• The delineated wetland buffer extends into lots 74 - 80, 84 - 88, 92 - 94, and 103 (See Figure 4, Revised Wetland Mitigation Plan). In compliance with codes, the applicant has proposed to retain all significant trees within the wetland tract and wetland buffer. The submitted Tree Plan indicates that several of the trees to be retained are located within individual lots (See Tree Plan, sheet 3, dated April 2006). In an effort to ensure significant protected trees have a reasonable chance of survival the following additional measures shall be employed prior to and during the development process:

• Provide temporary, construction fencing around the drip lines of trees that are adjacent to or within individual lots. The temporary fencing shall be in place prior to any earthwork activities and remain in place through home construction.

• Final grading and site plans shall include the location of protected trees and shall be consistent with the intent to retain these significant trees.

• The applicant shall provide financial surety for the retainage of significant trees in an amount of 105% the replacement cost which shall include installation, monitoring and maintenance for a period of five years. Financial surety may be released upon substantial completion of the development.

• Significant trees identified for protection shall not be removed without prior written approval from the City and upon submittal of a certified arborist's recommendation.

#### VIII. FINDINGS OF FACT AND CONCLUSIONS OF LAW

#### A. FINDINGS OF FACT

1. The review and decision of the city shall be in accordance with the provisions of CMC 18.55.

Type III applications require that an eight-foot by four-foot sign is posted on the property pursuant to CMC 18.55.120. The site signage was posted on April 13, 2006.
 Approval criteria for a subdivision are contained in §17.11.030 (D) CMC. The applicant responded to all ten criteria behind tab number 4 of their application and staff Exhibit B - Page 9 of 11

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responded to those responses throughout the preceding staff report.

4. The Camas Municipal Code requires compliance with the requirements of Title 18, in particular the density and dimensions of the underlying zone and sensitive areas requirements. The applicant has proposed 107 lots at a density of 3.6 units per acre. The maximum units per acre in the R-10 zone is 4.3 units per acre.

5. The Camas Municipal Code requires compliance with all applicable design and development standards contained in §17.19 CMC which requires the demonstration of the availability and accessibility of adequate public services such as roads, sanitary and storm sewer, and water to serve the site at the time development is to occur, unless other wise provided for the applicable regulations.

6. The sales offices as proposed at Lots 62 an d63 are temporary uses that require a conditional use permit according to §18.07.040CMC.

7. The development of Tract "D" as recreational open space is defined as a conditional use and is subject to Design Review according to §18.07.040CMC.

8. The applicant has requested consolidated review of the preliminary plat and both conditional uses pursuant to §18.55 CMC.

#### **B. CONCLUSIONS OF LAW**

- 1. As verified by staff with a letter dated May 5, 2006, the applicant provided the required information and signage in compliance with CMC18.55
- As conditioned, the application meets the criteria necessary for approval of a 2. subdivision pursuant with §17.11.030 (D CMC).
- 3. As conditioned, the application is consistent with §17.19 CMC, having proposed adequate public road, utilities and other improvements to serve the site at the time development is to occur.
- 4. As proposed, the preliminary plat meets the R-10 zoning requirements with lots that comply with the dimensions of §18.09.040 Table 2 CMC.
- Subject to Design Review §18.19 CMC, Tract "D" shall provide additional 5. recreational amenities to the development to include a tot lot, pool and pool house.

#### **IX. PLAT NOTES**

The following notes shall be added to the final plat:

- 1. A homeowners association will be required for this development. Copies of the C.C. & R's shall be submitted and on file with the City of Camas.
- 2. No further short platting or subdividing will be permitted once the final plat has been recorded.
- 3. A final occupancy permit will not be issued by the Building Department until all subdivision improvements are completed and accepted by the City.
- 4. The lots in this subdivision are subject to traffic impact fees, fire impact fees, school impact fees, and park/open space impact fees. Each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance.
- 5. Automatic fire sprinkler systems designed and installed in accordance with NFPA 13D are required in all structures accessed off streets with a 52' ROW and a 28' paved street width.
- 6. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the Public Works Department and OAHP.
- 7. All tracts to be owned and maintained by the Homeowners Association.
- 8. Tract "C' contains sensitive lands and associated buffers. No structures, including fences are to be built within sensitive lands or its buffer.

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SUB #05-14 Belz Place
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Exhibit B - Page 10 of 11

- 9. Tract "C" shall remain in its natural state. Modifications to the area may be allowed pursuant to \$16.50.120 (B.5) CMC and with approval from the Community Development Director.
- Developers of Lot 7, a peninsula-configured lot, shall be made aware of additional land use restrictions for building of fencing, retaining walls and accessory structures as provided in §18.17 CMC – Supplemental Development Standards. The front of this lot shall be along NW Tidland Parkway.

SUB #05-14 Belz Place

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Exhibit B - Page 11 of 11

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Page 35

# EXHIBIT C

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Right-of-Way



Exhibit C - Page 1 of 2



# EXHIBIT D

Park Improvements

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8' STORAGE/MECHANICAL ROOM <u>0</u> CAMAS, WASHING. OT PARK - SIERRA || RESTROOM W/ ў Ю 2024



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# EXHIBIT E

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## Lot Standards

#### **EXHIBIT E**

|   | APPLICABLE D.A. STANDARDS  |
|---|--|
| Maximum density<br>(dwelling units/gross<br>acre) | Lots proposed within the development<br>may utilize the density transfer<br>standards under CMC Section<br>18.09.040 Table-2, in addition to<br>standards set forth herein |
| Maximum building<br>height (feet)                 | Standard code provisions; as modified<br>by D.A. Section 9 regarding allowable<br>number of stories ( <i>Footnote 1 below</i> )  |
| Minimum front yard (feet)                         | 14   |
| Minimum rear yard<br>(feet)                       | 17.5   |
| Minimum side yard<br>on corner lot (feet)         | 18   |

FN 1: Height and Stories of Adjacent Homes in Row. No more than two immediately adjacent homes with front-yards on a common street shall be two (2) or more stories in height; a home of less than two (2) stories shall separate each set of two immediately adjacent homes with front-yards on a common street; PROVIDED, that a home of one and one-half story  $(1 \frac{1}{2})$  story shall not constitute a two (2) story home







#### <u>Staff Report</u> <u>Final Plat for Parker Village. Phase 1</u> File No. FP15-05 (Related Files: SUB05-02, DR06-02, MajMod14-01 and MinMod16-02)

- TO: Mayor Higgins City Council
- FROM: Robert Maul, Planning Manager
- LOCATION: The site is located at the future intersection of NW 20<sup>th</sup> Avenue and NW Brady Road. Parcel number 125191-000 (tax lot 15). SW1/4 Sec 04, T1N, R3E Willamette Meridian.
- OWNER: Parker Village, LLC Attn: Patrick Ginn 800 NE Tenny Road Vancouver, WA 98685

APPLICABLE LAW: The application was submitted July 30<sup>th</sup>, 2015, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

#### **BACKGROUND INFORMATION**

Lots: 60 residential lots, and one commercial Total Area: 7.84 acres lot.

Critical Areas: 18,693 square feet of wetlands that was mitigated off site.

The original approval granted by the City of Camas was for a 75 lot single family-attached subdivision with a commercial lot located at the northeast corner of the subject site. The project has since been revised for 60 lots for residential and one lot for Commercial to be developed in three Phases. This staff report addresses the requirements for final plat approval. Staff found that the applicant met the requirements in accordance with CMC§17.21.060.

| Conditions of Approval (SUB05-02)   | Findings                                       |
|---|--|
| <ol> <li>Stormwater treatment and control facilities shall be<br/>designed in accordance with the 1992 Puget Sound<br/>Stormwater Manual design guidelines. Final stormwater<br/>calculations shall be submitted at the time of final<br/>construction plan submittal.</li> </ol> | Stormwater report was approved and is on file. |
| 2. All construction plans will be prepared in accordance with<br>City of Camas standards. The plans will be prepared by a<br>licensed civil engineer in Washington State and submitted<br>to the City for review and approval.  | Construction plans were approved.              |

| 1. The applicant shall provide a public access and utility<br>easement 15 feet in width to NW Brady Road and adjacent<br>developments at the southern end of the parcel through and over<br>Lots 16 and 39. The easement will be maintained by the HOA and<br>provisions will be reflected in the HOA CC&R's prior to final<br>platting.  | Complies |
|---|----------|
| 2. The applicant shall provide a pedestrian connection to NW Brady Road over Tract B and Tract C. The pedestrian connection shall be maintained by the HOA  | Complies |
| 3. The applicant shall mitigate per the DOE standards for the filling of 0.46 acres of wetland as delineated in the Wetland Delineation and Wetland Mitigation reports prepared by The Resource Company, Inc. (dated Oct. 26, 2012, Nov. 1, 2013 & Oct.25, 2013). Mitigation shall include: 1) Consent of the property owner on the site for which the mitigation will take place; 2) Verification from Clark County that the project is consistent with its environmental regulations; 3) Annual reporting of the mitigation measures and replacement as necessary provided by the biologist of record; 4) A surety bond in the amount of 105% of the actual costs of initial mitigation consistent with CMC17.21.050. | Complies |
| 4. Prior to final engineering approval, the applicant shall demonstrate adequate sight distance will exist for the proposed 50-foot radius curves with a design speed of 15 miles per hour. If adequate sight distance cannot be achieved the applicant shall install a sufficiently large enough radius curves designed for no less than 15 miles per hour that will provide the required sight distance. The adjacent lots 49, 55 and 60 may require modification or elimination.   | Complies |
| 5. The permitting and installation of the gated entry shall be subject to the provisions and requirements of CMC 12.36.   | Complies |
| 6. The applicant submit an estimate of costs for half-width improvements on NW Brady Road acceptable to the city and pay a fee in lieu of the required improvements.  | Complies |

| 7. The applicant shall establish an easement and use<br>agreement acceptable to the City over and across Lot 61 for<br>placement of the large community septic tanks. The easement and<br>use agreement shall specify the intended use, possible future<br>temporary loss of use of the easement area by the owner of Lot 61<br>for any required City maintenance, repair and or replacement of<br>the tanks. Additionally the easement and use agreement shall<br>specify private responsibilities and/or requirements for any<br>surface restoration associated with any required City<br>maintenance, repair or replacement of the tanks. A note<br>referencing this easement and use agreement shall be added to the<br>final plat. | Complies                 |
|---|--------------------------|
| 8. A note shall be added to final plat noting that the left in turn movement from NW Brady Road on to Lot 61 may be prohibited at any time in the future if deemed to be necessary by the City Engineer.  | Complies                 |
| 9. The final plat shall show lot setbacks meeting the requirements of CMC 18.09.050 – Table-3.  | Conditioned for building |
| 10. Design review approval for residential lots 1-60 and for the commercial Lot 61 is required prior to issuance of building permits.   | Conditioned for building |
| 11. In accordance with CMC 16.53 the applicant shall submit<br>a Final Wetland Mitigation and Monitoring Plan prior to Final<br>Plat approval.  | Complies                 |
| 12. The applicant shall provide the city with acceptable documentation authorization the proposed off-site wetland mitigation work.   | Complies.                |
| 13. The applicant shall provide financial assurances for the mitigation and monitoring in an amount equal to 150% of the estimated cost for the maintenance and monitoring periods identified in the final mitigation plan.   | Complies                 |
| 14. The applicant shall provide enhanced landscaping and attractive fencing for the stormwater facility. Final landscaping plans shall be submitted at the time of final engineering review.  | Complies.                |

## Final Plat Criteria for Approval (CMC 17.21.060-C)

- 1. That the proposed final plat bears the required certificates and statements of approval;
- 2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate;
- 3. That the facilities and improvements required to be provided by the developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat an improvement bond or other security in conformance with CMC 17.21.040;
- 4. That the plat is certified as accurate by the land surveyor responsible for the plat;
- 5. That the plat is in substantial conformance with the approved preliminary plat; and
- 6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval.

Findings: The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.

#### **Recommendation**

Staff recommends that Council approve the final plat for Parker Village Subdivision.

PREPARED BY: KPF SURVEYING, INC. 1514 N.E. 267TH AVE. CAMAS, WA. 98607 (360) 834-0174

# NOTES:

1. A HOMEOWNERS ASSOCIATION (HOA) WILL BE REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE C.C. & R'S SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS.

2. BUILDING PERMITS WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND FINAL ACCEPTANCE HAS BEEN ISSUED BY THE CITY.

3. THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE.

4. TRACTS A AND B ARE PRIVATE ACCESS TRACTS OWNED AND MAINTAINED BY THE HOA.

5. TRACT F IS A PRIVATE STREET TRACT OWNED AND MAINTAINED BY THE HOA. THERE IS AN ACCESS AND UTILITY EASEMENT GRANTED TO ANY OF THE LOTS HEREIN AND FOR ANY FUTURE LOTS WITHIN PHASE 2. ALSO AN ACCESS AND UTILITY EASEMENT GRANTED TO THE CITY OVER THIS TRACT FOR MAINTENANCE OF THE PUBLIC WATER AND SANITARY SEWER.

6. TRACTS C, D, E AND I ARE OPEN SPACE AND LANDSCAPE TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE HOA.

7. TRACT G AND K ARE STORMWATER FACILITIES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.

8. THE MAXIMUM LOT COVERAGE SHALL BE 75% FOR LOTS 1-60.

9. LEFT IN TURN MOVEMENT FROM NW BRADY ROAD ON TO LOT 61 MAY BE PROHIBITED AT ANY TIME IN THE FUTURE IF DEEMED TO BE NECESSARY BY THE CITY ENGINEER.

10. TRACTS H AND J ARE OPEN/SPACE PARKING TRACTS TO BE OWNED AND MAINTAINED BY THE HOA.

11. A FINAL OCCUPANCY PERMIT WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND ACCEPTED BY THE CITY.

12. AUTOMATIC FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13D ARE REQUIRED IN ALL STRUCTURES.

13. IN THE EVENT THAT ANY ITEM OF ARCHAEOLOGICAL INTEREST IS UNCOVERED DURING THE COURSE OF A PERMITTED GROUND DISTURBING ACTION OR ACTIVITY, ALL GROUND DISTURBING ACTIVITIES SHALL IMMEDIATELY CEASE AND THE APPLICANT SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AND DAHP.

14. LIGHT INDUSTRIAL BUSINESSES PREDATE THIS DEVELOPMENT, AS SUCH THE CITY AND THE LIGHT INDUSTRIAL BUSINESSES WILL NOT BE REQUIRED TO MODIFY THEIR OPERATIONS TO RESIDENTIAL EXPECTATIONS.

15. IN ACCORDANCE WITH CMC 16.53 THE APPLICANT SHALL SUBMIT A FINAL WETLAND MITIGATION AND MONITORING PLAN PRIOR TO FINAL PLAT APPROVAL

16. SEE AUDITOR'S FILE NUMBER , AN EASEMENT AND USE AGREEMENT , OVER AND ACROSS LOT 61 FOR PLACEMENT OF THE LARGE COMMUNITY SEPTIC TANKS. 17. TRACT "L" TO BE FUTURE PHASE 2 (LOTS 16 THROUGH 39)

# **DEED REFERENCE:**

GRANTOR: IMV9 INTERSTATE LLC GRANTER: PARKER VILLAGE LLC AUDITORS FILE NUMBER: 4909284 DATE: NOV. 6, 2012

# SURVEY REFERENCES:

- 1) OLSON SURVEY BOOK 33, PAGE 14
- 2) MACKAY AND SPOSITO SURVEY BOOK 33, PAGE 96 3) "DEER CREEK PHASE I", BOOK 310, PAGE 586
- 4) "DEER CREEK PAHSE II", BOOK "J", PAGE 380

KPF SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A ONE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED IN JULY 2015.

# PERIMETER DESCRIPTION:

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4:

THENCE SOUTH 88'29'00" EAST, ALONG THE SOUTH LINE OF SAID SECTION 4, FOR A DISTANCE OF 34.32 FEET TO THE TRUE POINT OF BEGINNING:

THENCE NORTH 01°21'14" EAST, FOR A DISTANCE OF 555.00 FEET;

THENCE SOUTH 88'29'00" EAST, FOR A DISTANCE OF 616.05 FEET TO A POINT ON THE CENTERLINE OF NORTHWEST BRADY ROAD;

THENCE SOUTH 01'29'23" WEST, ALONG SAID CENTERLINE, FOR A DISTANCE OF 555.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4;

THENCE NORTH 88'29'00" WEST, ALONG SAID SOUTH LINE OF SECTION 4, FOR A DISTANCE OF 614.74 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 7.84 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS. RESERVATIONS. COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

PARKER VILLAGE SUBDIVISION PHASE 1 A SUBDIVISION OF A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 04 T. 1 N., R. 3 E., W.M. CITY OF CAMAS CLARK COUNTY, WASHINGTON SHEET 1 OF 2 CITY OF CAMAS MAYOR: APPROVED: CITY OF CAMAS MAYOR DATE ATTESTED BY: CITY OF CAMAS FINANCE DIRECTOR DATE CITY OF CAMAS COMMUNITY DEVELOPMENT DEPARTMENT: APPROVED: CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR, DATE OR DESIGNEE CITY OF CAMAS ENGINEER: A) ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORDANCE WITH THE RÉQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL; B) ALL IMPROVEMENTS MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS; C) ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A FORMAT APPROVED BY THE PUBLIC WORKS DIRECTOR OR DESIGNEE AND CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED FOR CITY RECORDS. APPROVED: CITY OF CAMAS ENGINEER DATE FIRE CHIEF: APPROVED: FIRE CHIEF, OR DESIGNEE DATE CLARK COUNTY ASSESSOR: THIS PLAT MEETS THE REQUIREMENTS OF R.C.W 58.17.170. LAWS OF WASHINGTON. TO BE KNOWN AS PARKER VILLAGE SUBDIVISION, PHASE 1, \_\_\_ IN THE COUNTY OF CLARK, STATE OF WASHINGTON. PLAT NO. COUNTY ASSESSOR DATE CLARK COUNTY AUDITOR: FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 IN BOOK \_\_\_\_\_\_ OF PLATS, AT PAGE \_\_\_ AT THE REQUEST OF PARKER VILLAGE LLC AUDITOR'S RECEIVING NO. DEPUTY/COUNTY AUDITOR SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT THIS PLAT AS SHOWN IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. KYLE P. FEEDER, PROFESSIONAL LAND SURVEYOR DATE PLS NO. 41032 UTILITY AND SIDEWALK EASEMENT: AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET AT THE

FRONT BOUNDARY LINES OF ALL LOTS FOR THE INSTALLATION, CONSTRUCTING, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV CABLE, WATER AND SANITARY SEWER SERVICES. ALSO A SIDEWALK EASEMENT AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS ADJACENT TO PUBLIC AND PRIVATE STREETS.

| DATE:       | 3-14-16 |  |
|-------------|---------|--|
| SCALE:      | NA      | KPF  |
| JOB NO.:    | 15-056  |  |
| CALC BY:    | KPF     |  |
| DRAWN BY:   | GLF     |  |
| CHECKED BY: | KPF     | - SURVEYING, INC.<br>1514 N.E. 267TH AVE CAMAS, WA 986<br>360-834-0174 FAX: 360-838-0155 |
| SHEET 1 C   | of 2    |  |



# PREPARED BY: KPF SURVEYING, INC. 1514 N.E. 267TH AVE. CAMAS, WA. 98607 (360) 834-0174

