



CITY COUNCIL WORKSHOP MEETING AGENDA
Tuesday, January 2, 2018, 4:30 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. WORKSHOP TOPICS

A. Camas Transportation Plan Consultant Agreement

Details: The attached scope and budget detail the proposed work to be done by the DKS Associates team to provide an updated Transportation Plan, Transportation Impact Fee (TIF) Study Update, a review of the City's Level of Service (LOS) parameters in the Camas Comprehensive Plan, and further study of the SR-500 corridor including the intersection of NE Lake Road and NE Everett Street. The 2017 Budget includes \$175,000 to complete the Transportation Study. The total amount of this contract is not to exceed \$195,680. The 2018 budget allocation for this project will be included in the spring omnibus.

Presenter: Steve Wall, Public Works Director

Recommended Action: Staff recommends this item be placed on the January 16, 2018 Consent Agenda for Council's consideration.

 [Transportation Plan Scope and Budget](#)

B. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

C. Pre-Annexation Development Agreement Extension


Details: Staff is requesting a sixty day extension of the Pre-Annexation Development Agreement approved through Resolution No. 1122, dated January 7, 2008, and amended by the Addendum to Pre-Annexation Agreement dated March 16, 2010. The purpose of the extension is to utilize the language from the Development Agreement for future economic development in the area. The current Development Agreement would otherwise expire on January 7, 2018.

Presenter: Phil Bourquin, Community Development Director

Recommended Action: Staff recommends Council conduct a public hearing at the Regular Council Meeting on January 2, 2018.

-  [Pre-Annexation Development Agreement](#)
[Pre-Annexation Development Agreement Addendum](#)
[2nd Addendum to Development Agreement \(current action\)](#)
[Public Notice for Public Hearing](#)
[Resolution No. 18-001](#)

- D. Minor Amendment to Camas Municipal Code (CMC) Title 16 Environment
Details: The minor revision will consist of one update to Chapter 16.57 Frequently Flooded Areas to maintain compliance with the National Flood Insurance Program (NFIP), which allows citizens within the community to obtain flood insurance and other types of federal disaster aid. Planning Commission conducted a public hearing on December 12, 2017. The Commission forwarded a recommendation of approval to Council. Exhibit 1 is the redline version of the draft amendment that illustrates the proposed change. Exhibit 2 is the clean version of the proposed amendment. Staff will present the amendment to Council.
Presenter: Lauren Hollenbeck, Senior Planner
Recommended Action: Staff recommends Council set a date for public hearing to be held on January 16, 2018.

-  [Staff Report to Council](#)
[Exhibit 1 Redline Version](#)
[Exhibit 2 Clean Version](#)
[Exhibit 3 SEPA](#)

- E. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director
- F. Clark Regional Emergency Services Agency (CRESA) Agreements
Details: CRESA is in the process of transitioning from a "Non-Legal Entity" formed under the Interlocal Cooperation Act to a Public Development Authority (PDA) formed under RCW 35.21.730. The change reduces the liability to the City of Camas. In the past model, the partner agencies could be liable for a portion of claims against CRESA. That is not the case with the new organizational structure. As a result of the new structure, it is necessary to execute two new services agreements. The first is for 911 services and the second addresses Emergency Management Services.
Presenter: Pete Capell, City Administrator
Recommended Action: This item will be placed on a future agenda for Council's consideration.

-  [CRESA Founding Public Agency Service Agreement](#)
[CRESA County and Cities Service Agreement](#)
[CRESA PDA BYLAWS](#)
[Exhibit A \(Bylaws\) - Service Fee Formula](#)

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

V. COUNCIL COMMENTS AND REPORTS

VI. PUBLIC COMMENTS

VII. 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.

Scope of Work:

Camas Transportation Plan and Traffic Impact Fee Update

The consultant team will develop a new Camas Transportation Plan and Traffic Impact Fee program. The primary objective is to establish existing and future needs and opportunities, develop a prioritized list of projects, evaluate potential funding sources and establishing a revised traffic impact fee program. The study area will be based on the Camas urban growth area. The final plans will be compliant with the requirements of RCW 36.70A.108 and WAC 365-196-430 as well as coordinate with WSDOT, Clark County, City of Vancouver, City of Washougal and Southwest Washington Regional Transportation Council.

Specific work tasks include:

Task 1 – Background Plan Review and Goals

Work Activities:

Task 1.1 Review Current Plans, Policies, and Traffic Impact Fee Program

- Provide summary of current state, county, regional and local transportation plans and policies that are relevant to this planning effort, including:
 - 2035 Camas Comprehensive Plan
 - 2016 SR-500 & 6th Avenue and Northshore arterial corridors analyses
 - Crown Road Corridor Plan
 - 2014 Regional Transportation Plan for Clark County
 - 2007-2026 WSDOT Highway System Plan
 - 2016 Washington Department of Commerce Periodic Update Checklist for Cities
 - 2016-2035 Clark County Capital Facilities Plan
 - 2010 Clark County Bicycle and Pedestrian Plan
 - Clark County Arterial Atlas with 2017 Amendments
 - 2004 Vancouver Transportation Plan
 - Vancouver 2018-2023 Transportation Improvement Program
 - 2016 Washougal Transportation Capital Facilities Plan
 - Federal Functional Classification Map for Washington
- Provide review of current traffic impact fee program and TIF methodology
- Make recommendations regarding preliminary revisions or issues to be addressed

Task 1.2 Goals, Objectives and Evaluation Criteria

- Review 2035 Camas Comprehensive Plan goals to develop transportation planning objectives and evaluation criteria

Assumptions:

- City staff will provide relevant background plans and policies for this work task. Items could include: past transportation plan elements and traffic studies, historical count data, transit plans, regional trail plans, and the latest regional plan

Deliverables:

- Draft and Final Technical Memo #1 - Background Plans, Policies and Traffic Impact Fee Summary

Task 2 –System Inventory and Existing Conditions Analysis

Work Activities:

Task 2.1 Data Collection

- Collect weekday PM peak period (4 to 6 PM) turn movement traffic counts (including motor vehicles, pedestrians, bicycles, transit, and heavy vehicles) at up to 50 study intersections
- Obtain collision data from WSDOT for the past five years at the study intersections and along collector and arterial facilities (based on city designations).
- Obtain available GIS mapping data from the City to support the system evaluation and the creation of graphics for the plan update

Task 2.2 System Inventory

- Conduct inventory of the arterial and collector roadway system for motor vehicles. Inventory items to include: number of travel lanes, type of major intersection traffic controls (signal or roundabout), posted speed limits, roadway jurisdiction, and street functional classification
- Conduct inventory of the arterial and collector roadways and trail system for walking and biking. Inventory items to include: sidewalks, enhanced pedestrian crossings (rapid flashing beacons, traffic signals), and bikeways.
- Compile readily available data about existing transit routes, ridership and bus stop locations
- Compile readily available data about deficient roadway pavement and bridges, including location, and estimated cost to repair or replace

Task 2.3 Evaluate Existing Conditions

- Review system spacing and connectivity and identify key gaps for vehicle and multimodal travel
- Review available freight plans and data to identify primary needs and routes
- Create a Synchro operations model of the study intersections to represent 2018 existing conditions. The model will be used to report intersection performance (level of service, delay, volume to capacity ratio), and identify existing operational deficiencies and local system needs based on state and local performance standards.

- Review collision data, calculate intersection and roadway crash rates and identify top five high crash corridors and top ten high crash intersections.
- Identify existing operational and safety deficiencies and system connectivity needs for all modes
- Document existing transportation system conditions in Technical Memorandum #2

Assumptions:

- City will provide a copy of their available GIS data that is relevant to the transportation system
- City will identify up to 50 study intersections
- City to provide available recent traffic count data
- City to provide Pavement Management Program Inventory
- DKS will obtain current travel demands for base year and 2040 scenarios from SWRTC

Deliverables:

- Draft and Final Technical Memo #2 – Transportation Systems Inventory and Existing Conditions Analysis

Task 3 – Future Multimodal Needs and Deficiencies

Work Activities:

Task 3.1 Future Traffic Forecasts

- Prepare a local street level mesoscopic model from the regional travel demand models to include local street level speed and traffic control inventory and assign trip tables to the network utilizing Highway Capacity Manual Methodology for node delay.
- Develop TAZ land use allocation to a similar level as the 2012 TIF update. Review detailed land use inventories and work from recent planning studies to develop land use allocations for the refined TAZs. Document land use growth projections (residential and employment) by TAZ in map format.
- Document regional projects that are assumed to be constructed by 2040 and are incorporated in the SWRTC model in map format
- Forecast year 2040 PM peak hour baseline traffic volumes at the study intersections
- Identify future operational deficiencies at the study intersections. Provide roadway segment v/c ratios for key corridors based on the travel demand model.
- If operational deficiencies are identified (study intersection or roadway segment), up to three revised 2040 model runs will be conducted to test additional roadway network improvements to support Task 5.
- Assess 2040 system performance on arterial and collector roadways for walking, biking and driving trips using appropriate methods (motor vehicle level of service, bike and walking levels of traffic stress).

- Incorporate findings and recommendations from the SR-500 & 6th Avenue and Northshore arterial corridors analyses into the 2040 baseline analysis
- Conduct a detailed corridor analysis of SR 500-Everett Street between 23rd Avenue and Leadbetter Road to identify future travel needs for all users on the corridor.
- Conduct a detailed corridor analysis of NW 6th Avenue between Norwood Street and Adams Street to identify future travel needs for all users on the corridor.
- Identify additional needs to support walking, biking and transit travel with planned growth to 2040. This will include new or upgraded walking and biking facilities, enhanced arterial and collector crossing treatments (including intersections and trail crossings), bus shelters, street lighting and other amenities.
- Provide maps for transit, bikes, pedestrians, and motor vehicles that show existing network gaps
- Document future transportation needs and other operational deficiencies that are expected with planned growth to 2040 in Technical Memorandum #3

Assumptions:

- Prior to making 2040 forecasts, the City and SWWRTC will confirm the adequacy of the land use assumptions and allocations
- City to provide 2016 SR-500 & 6th Avenue and Northshore arterial corridors analyses

Deliverables:

- Draft and Final Technical Memo #3 - Future Baseline Conditions Analysis

Task 4 – Review Transportation Standards

Work Activities:

Task 4.1 Transportation Standards

- Review current transportation standards (for example, intersection operations for concurrency, functional classifications, access management, block spacing) and recommend revisions
- Provide examples of best practices for transportation standards in peer communities
- Consider alternatives to current roadway cross-section standards to include classifications based on adjacent land uses
- Develop pedestrian, bicycle and traffic management treatment toolboxes to support complete street policy
- Review Federal Functional Classifications for Camas and recommend revisions as needed
- Document findings and recommendations from this task in Technical Memo #4

Assumptions:

- City staff will provide existing standards and related documentation for review and will provide feedback on how the current standards are working

Deliverables:

- Draft and Final Technical Memo #4 – Recommended Transportation Standards

Task 5 – Solutions Identification and Alternative Analysis

Work Activities:

Task 5.1 Identify Potential Solutions

- Review identified deficiencies and needs relative to the improvement projects already identified in adopted plans, and highlight cases where new or expanded solutions are required
- Develop potential solutions to address remaining needs to serve planned growth. Alternatives analysis will include:
 - Roadway connections between Port of Camas-Washougal and downtown
 - Roadway cross-sections and intersection improvements on NW 6th Avenue between Norwood Street and Adams Street
 - Roadway cross-sections and intersection improvements on SR 500-Everett Street between 23rd Avenue and Leadbetter Road (including the SR-500-Everett Street/Lake Road intersection)
 - Verify improvements identified in the Crown Road Corridor Plan (conducted by Global Transportation Engineering)

Task 5.2 Evaluate Potential Solutions

- Evaluate potential new solutions using the evaluation criteria identified in Task 1 to assess their effectiveness in achieving community goals.
- Provide maps for transit, bikes, pedestrians, and motor vehicles that identifies solutions to existing network gaps.
- Recommend multimodal projects and strategies, focus on low-cost/high benefit solutions
- Recommend safety improvements for high crash corridors and intersections
- Review and update roadway functional classifications to reflect recommended project list
- Develop Local Street Connectivity Plan based on existing parcel map, street network and environmental constraints

Deliverables:

- Draft and Final Technical Memo #5 – Solutions Identification and Evaluation

Task 6 –Traffic Impact Fee Alternatives Analysis

Work Activities:

Task 6.1 Evaluate TIF Program

- Conduct an evaluation of alternatives for structuring the Traffic Impact Fee, considerations such as the following will be explored:
 - Daily vs. PM peak trips
 - Citywide vs. district areas vs. overlay areas
 - Full vs. partial project costs
 - Reimbursement costs
 - Include multi-modal improvement costs
 - Opportunities for other funding sources
 - Specific vs. general land use categories
- Identify current and future volume to capacity ratios for roadway intersections
- Identify existing and future level of service measures for bicycle and pedestrian facilities that are not part of roadway projects
- Prepare and confirm TIF cost basis and growth share assumptions for up to three alternatives (e.g., high, medium and low TIF cost per trip)
- Document findings and recommendations in Technical Memorandum #6

Assumptions:

- City will provide background funding information including TIF balance and committed debt information and TIF administration costs

Deliverables:

- Draft and Final Technical Memo #6 – Traffic Impact Fee Alternative Analysis

Task 7 – Finance Program

Work Activities:

Task 7.1 Funding and Projects

- Estimate future transportation funds based on historic sources and expenditures provided by the city, forecasts funds for the ten-year 2027 and long-term year 2040 planning scenarios
- Prepare a 2040 transportation capital facility project list with descriptions and an accompanying project map
- Review project cost estimates provided in other agency plans, update as needed. Provide planning level cost estimates for new or revised projects

- Provide the City's six-year Transportation Improvement Program (TIP) project list based on forecasted available funding and evaluation criteria
- Provide information on additional transportation revenue sources to consider for potential funding shortfalls, including discussion related to potential traffic impact fee

Deliverables:

- Draft Transportation Project List and Six-Year Transportation Improvement Program

Task 8 – Transportation Plan and Traffic Impact Fee Update

Work Activities:

Task 8.1 Draft and Final Plans

- Combine findings and recommendations to prepare Initial Draft, Hearing Draft and Final Transportation Plan
- Prepare Initial Draft, Hearing Draft and Final Transportation Capital Facilities Plan
- Consultant to complete Department of Commerce periodic update checklist for Draft Capital Facilities Plan

Deliverables:

- Initial Draft, Hearing Draft and Final Transportation Plan
- Initial Draft, Hearing Draft and Final Traffic Impact Fee Update

Task 9 – Public Involvement

Work Activities:

Task 9.1 Meetings and Hearings

- Attend and present technical materials up to 2 stakeholder advisory committee meetings at key checkpoints in the planning process
- Attend and present technical materials at up to 5 meetings with staff (Community Development and Public Works)
- Attend and present technical materials at up to 2 meetings with the ad-hoc economic development committee
- Attend and present technical materials at 1 Planning Commission and up to 2 City Council work sessions
- Present Draft Transportation Plan at up to 2 City Council hearings

Assumptions:

- The City will support and publish all materials on their web site, including project content, schedules, and deliverables
- The City will develop the roster for the advisory stakeholder committee that will review and discuss interim work products
- The City will schedule, host and facilitate all meetings and hearings

Deliverables:

- Attend project and public meetings as described above
- Provide related agendas and presentations for meetings and work sessions

BUDGET

Task	Description	Budget
Task 1.1	Review Current Plans, Policies and TIF Program	\$1,460
Task 1.2	Goals, Objectives and Evaluation Criteria	\$3,570
Task 2.1	Data Collection	\$1,360
Task 2.2	System Inventory	\$8,940
Task 2.3	Evaluate Existing Multimodal System	\$15,345
Task 3.1	Future Traffic Forecasts	\$26,445
Task 3.2	Evaluate Future Multimodal System	\$18,425
Task 4.1	Standards Assessment	\$9,895
Task 5.1	Identify Potential Solutions	\$4,980
Task 5.2	Evaluate Potential Solutions	\$12,765
Task 6.1	Evaluate TIF Program	\$4,325
Task 7.1	Funding and Projects	\$8,020
Task 8.1	Draft and Final Plans	\$14,920
Task 9.1	Meetings and Hearings	\$18,970
DKS Expenses and Data Collection		\$8,500
FCS Subconsultant		\$37,760
TOTAL		\$195,680

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7 **PRE-ANNEXATION DEVELOPMENT AGREEMENT**
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11 THIS DEVELOPMENT AGREEMENT is made and entered into by and between the
12 City of Camas, a Washington Municipal Corporation, hereinafter the "City," and Grass
13 Valley Holdings, LLC, a Nevada Limited Liability Company, APC Sunrise Summit LLC,
14 a Washington Limited Liability Company, and Skola, LLC, a Washington Limited
15 Liability Company, collectively GRASS VALLEY AFFILIATED ENTITIES (GRASS
16 VALLEY), and Eiford Properties, LLC, a Washington Limited Liability Company
17 (EIFORD). GRASS VALLEY and EIFORD are hereinafter collectively referred to as
18 the "Developer".
19

20 **RECITALS:**
21

22 **WHEREAS**, Developer owns or controls certain real property which is located
23 outside the City's present municipal boundary, but is located within the City's Urban
24 Growth Boundary; the real property is more fully described in the attached Exhibit "A"
25 and is incorporated by reference herein (hereafter the "Property"); and,
26

27 **WHEREAS**, Developer and Fisher Asset Management, LLC, a Delaware Limited
28 Liability Company (including any affiliate thereof, "Fisher"), have executed option
29 agreements (hereafter the "Option Agreements") under which Fisher has been granted the
30 option to purchase that portion of the Property more fully described in the attached
31 Exhibit "B" which is incorporated by reference herein (hereafter the "Option Property");
32 and,
33

34 **WHEREAS**, the City seeks, through execution of this Agreement, to increase
35 employment opportunities within the City, to generate property taxes and to increase
36 opportunities for sales taxes for the City; and
37

38 **WHEREAS**, dedication of land for public rights of way and utilities to serve the
39 citizens of Camas are consistent with adopted plans and in the interest of the City; and
40

41 **WHEREAS**, the City acknowledges the benefits associated with Fisher's
42 ownership and development of the Option Property; and,
43

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

1
2 WHEREAS, the Washington State Legislature has authorized the execution of a
3 Development Agreement between a local government and a person having ownership or
4 control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and
5

6 WHEREAS, local governments may also enter into a Development Agreement
7 for real property outside its boundaries as part of a proposed annexation or service
8 agreement pursuant to RCW 36.70B.170(1); and
9

10 WHEREAS, pursuant to RCW 36.70B.170, a Development Agreement may set
11 forth the development standards and other provisions that shall apply to, govern and vest
12 the development, use and mitigation of the development of real property for the duration
13 specified in the agreement; which statute provides:
14

15 (1) A local government may enter into a Development Agreement with a
16 person having ownership or control of real property within its jurisdiction.
17 A city may enter into a development agreement for real property outside
18 its boundaries as part of a proposed annexation or a service agreement. A
19 development agreement must set forth the development standards and
20 other provisions that shall apply to and govern and vest the development,
21 use, and mitigation of the development of the real property for the
22 duration specified in the agreement. A development agreement shall be
23 consistent with applicable development regulations adopted by a local
24 government planning under chapter 36.70A RCW; and
25

26 WHEREAS, the legislative findings supporting the enactment of this
27 section provides:
28

29 The legislature finds that the lack of certainty in the approval of
30 development projects can result in a waste of public and private resources,
31 escalate housing costs for consumers and discourage the commitment to
32 comprehensive planning which would make maximum efficient use of
33 resources at the least economic cost to the public. Assurance to a
34 development project applicant that upon government approval the project
35 may proceed in accordance with existing policies and regulations, and
36 subject to conditions of approval, all as set forth in a development
37 agreement, will strengthen the public planning process, encourage private
38 participation and comprehensive planning, and reduce the economic costs
39 of development. Further, the lack of public facilities and services is a
40 serious impediment to development of new housing and commercial uses.
41 Project applicants and local governments may include provisions and
42 agreements whereby applicants are reimbursed over time for financing
43 public facilities. It is the intent of the legislature by RCW 36.70B.170
44 through 36.70B.210 to allow local governments and owners and
45 developers of real property to enter into development agreements;
46

1 and,

2 WHEREAS, for the purposes of this Development Agreement, "development
3 standards" includes, but is not limited to, all of the standards listed in RCW
4 36.70B.170(3); and

5
6 WHEREAS, this Development Agreement by and between the City of Camas
7 and DEVELOPER (hereinafter the "Agreement"), relates to the annexation, zoning and
8 future development of the Property; and,
9

10
11 NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

12
13 **Section 1. Development Agreement.** This Agreement is a Development Agreement
14 to be implemented under the authority of and in accordance with RCW 36.70B.170
15 through RCW 36.70B.210. It shall become a contract between Developer and the City
16 upon the City's approval by ordinance or resolution following a public hearing as
17 provided for in RCW 36.70B.170.

18
19 **Section 2. Definitions.** As used in this Development Agreement, the following terms,
20 phrases and words shall have the meanings and be interpreted as set forth in this Section.

21
22 "Adopting Resolution" means the Resolution which approves this Development
23 Agreement, as required by RCW 36.70B.200.

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

25
26 **Section 3. Term of Agreement.** This Agreement shall commence upon the Effective
27 Date, and shall continue in force for a period of ten (10) years; unless extended or
28 terminated as provided herein.

29
30 **Section 4. Zoning and Comprehensive Plan Designations**

31 Upon the annexation of the Property into the City's municipal boundary the City shall
32 establish zoning for the Property, consistent with Exhibit "C" which is attached hereto
33 and incorporated by reference herein.

34
35 **Section 4.1 Vesting**

36 Based upon the substantial investment that will be necessary for this area to develop and
37 the desire by the City and the Developer for predictable development standards
38 throughout the build-out of the Property (which could be as long as ten years); unless
39 otherwise specified herein or through an amendment of this Agreement by mutual
40 agreement of the Parties, the permitted and conditional uses provided under the City's
41 Zoning Ordinance and all other applicable development regulations applicable to the
42 Property, e.g. storm water, sensitive areas, subdivision, site plan regulations, rules, plans
43 or policies, shall be those that are attached hereto as Exhibit "E" and incorporated by
44 reference herein. Provided, however, that upon expiration or lawful termination of this
45 Agreement, all land use applications affecting the Property shall be governed by the land
46 use regulations in effect at the time such application is filed with the City. The City shall
47 have no liability for any damages or losses suffered by the Developer or the Developer's

1 successors if a Federal or State agency takes action that voids, nullifies or preempts the
2 City's agreement to permit vesting as provided herein.
3
4

5 **Section 4.2 Effect on Fees or Charges**

6 As provided for in RCW 36.70B.180, during the term of this Agreement, the
7 development standards provided for in this Agreement shall not be subject to unilateral
8 amendment, or amendment to zoning ordinances, development standards, or regulations,
9 or a new zoning ordinance or development standard or regulations adopted after the
10 effective date of this Agreement. Provided, however, that the vesting granted by this
11 Agreement shall not apply to impact fees, taxes, permit application fees or utility
12 connection charges, which shall be determined or calculated consistent with Camas
13 provisions applicable on the date such fee, charge or tax is triggered. Within thirty days
14 of Site Plan Review application(s) approval on some portion of the Property for 150,000
15 square feet of building structure(s) containing uses consistent with the property's zoning
16 as identified in Exhibit "C" and the zoning regulations identified in Exhibit "E", but
17 specifically requiring that at least one third of the square footage shall be retail or office
18 uses and specifically excluding any of The Property zoned for residential use, the City
19 shall update its Capital Facilities Plan to include the sewer and water improvements
20 identified in Exhibit "D". The City shall also as part of that process adjust its System
21 Development Charges for sewer and water to reflect the addition of the sewer and water
22 facilities identified in Exhibit "D". In no event shall the City's obligation to amend its
23 Capital Facilities Plan or adjust its System Development Charges occur prior to
24 September 15th, 2008. In the event that Developer wishes to have a building permit
25 issued prior to September 15th, 2008, the Developer agrees that it will pay the difference
26 between the SDC rate in effect on the date of the issuance of the building permit and
27 whatever higher rate, if any, that is in effect on Sept 15, 2008. Such payment, if any,
28 shall be made on or before October 15th, 2008.
29
30
31

32 **Section 4.3 Threat to Public Health**

33 Pursuant to RCW 36.70B.170, the City reserves the right to impose new or different
34 regulations to the extent required by a serious threat to public health and safety.
35

36 **Section 5. 38th Avenue**

37 The City's Capital Facilities Plan includes 38th Avenue between Parker Road and the
38 Vancouver municipal boundary as a three lane roadway. It also provides for the
39 extension of 38th Avenue from Bybee Road west to the Vancouver municipal boundary.
40 The City agrees, subject to Fisher exercising its option pursuant to the Option
41 Agreements and acquiring the Option Property from Developer: (i) to exercise its best
42 efforts to obtain funding from grants and other sources to construct or cause to be
43 constructed the extension of 38th Street from Parker Ave. to the Vancouver municipal
44 boundary, as identified in the Capital Facilities Plan, as soon as reasonably possible
45 based upon the City's acquired funding; and (ii) to not withdraw or cause 38th Street
46 between Parker Ave. and the Vancouver municipal boundary to be removed from the

1 City's Capital Facilities Plan. The Developer agrees to dedicate a thirty foot half width
2 right-of-way on either side of the centerline (approximate centerline location being the
3 westerly extension of the currently constructed 38th Avenue) to the extent such area is
4 located upon property owned by the Developer. If developer owns property on both
5 sides of the centerline, Developer shall dedicate thirty feet on each side of the centerline.
6 The dedication shall be made within six months of the effective date of this Agreement.
7

8 **Section 6. Sewer and Water**

9 The City agrees, to design and construct the extension of water and sewer facilities from
10 Parker Road to Bybee Road substantially in accordance with the water and sewer
11 improvement plan and map attached hereto as **Exhibit "D"** and incorporated by
12 reference herein. Design of the sewer and water facilities by the City shall begin upon
13 execution of this Agreement and shall be completed by June 2, 2008. Upon completion
14 of design, the City will promptly prepare and submit any necessary application or
15 information to the Washington Department of Ecology (DOE) or the Washington
16 Department of Health (DOH) necessary in order for the City to construct and utilize the
17 sewer and water facilities identified in **Exhibit "D"**; and, the City shall thereafter
18 diligently pursue any approvals necessary from DOH or DOE to provide sewer or water
19 services to the Property.
20

21 **Section 6.1 Sewer and water Construction**

22 The City shall go to bid on the construction of the sewer and water facilities identified in
23 **Exhibit "D"** within thirty days of the submittal of fully complete application(s) to the
24 City for development review including Site Plan Review, and the submission of a SEPA
25 checklist and any applicable critical area or archeological application materials, (Site Plan
26 Review) on some portion of the Property that contains a minimum of 150,000 square feet
27 of building structure(s) containing uses consistent with the uses provided for by the
28 Property's zoning as identified in **Exhibit "C"** and the zoning regulations identified in
29 **Exhibit "E"**, but specifically requiring that one third of the square footage be retail or
30 office uses and specifically excluding any of the Property zoned for residential use. If,
31 due to the ultimate design of the sewer and water facilities identified in **Exhibit "D"**, a
32 sewer pump station needs to be located upon the Developer's property(excluding the
33 Option Property), the Developer shall, prior to the latter of: (1) the completion of the
34 sewer and water design by the City and the City's acquisition of any necessary State
35 approvals; or, (2) the submittal of a fully complete application for Site Plan Review on
36 some portion of the Property that contains 150,000 square feet of building structure(s)
37 containing uses consistent with The Property's zoning as identified in **Exhibit "C"** and
38 the zoning regulations identified in **Exhibit "E"**, but specifically requiring that at least
39 one third of the square footage be retail or office uses and specifically not including any
40 of the Property zoned for residential use, dedicate adequate land area to accommodate
41 the sewer pump station. (The fair market value of the dedicated property shall be System
42 Development Charge creditable. If during the course of development of that portion of
43 the Property south of NW 38th Avenue, the City determines that an easement for the
44 purpose of looping a water line between NW Pac Rim Boulevard and NW 38th Avenue is
45 desirable across that portion of the Property, then the Parties agree that the City may as a
46 condition of development review require such an easement; provided that, the location

1 shall be agreed upon by the City and owner and will, to the greatest extent possible, have
2 the least potential impact on the owner's development plans.)

3 4 **Section 6.2 Timing of construction**

5 The City's obligation to complete construction of the sewer and water facilities identified
6 in Exhibit "D", except for the sewer pump station, shall be one year from the date of
7 approval of the application(s) for Site Plan Review for 150,000 square feet of building
8 structure(s), containing uses consistent with the property's zoning as identified in
9 Exhibit "C" and which is consistent with the zoning regulations identified in Exhibit
10 "E", but specifically requiring that at least one third of the uses be retail or office uses
11 and specifically excluding any of The Property zoned for residential use. Provided,
12 further that the City's obligation to go to bid on the pump station shall occur within ten
13 days of the Developer applying for a building permit for a building approved under the
14 Site Plan Review approval provided for in this Agreement and the City's obligation to
15 begin construction of the sewer pump station shall be triggered by the commencement of
16 construction of a building approved under the Site Plan Review approval provided for in
17 this Agreement. The City shall complete construction of the sewer pump station within
18 90 days from the commencement of construction. In no event shall the City's obligation
19 to complete construction of any of the sewer and water facilities be earlier than June 1,
20 2009. Provided further, the City may subsequently agree to complete the construction
21 sooner. Approval of the extension of the sewer and water lines is subject to approvals by
22 DOE and DOH. The commencement of the construction time frames are contingent upon
23 those approvals being secured by the City. The City shall not be held responsible for
24 delays caused by outside agency review and approval processes, provided the City timely
25 applies and/or provides information to DOE and DOH in accordance with Section 6.

26 27 **Section 6.3 Required Sewer and Water Service**

28 Notwithstanding the provisions of Section 6.2, unless some portion of the approved site
29 plan review provided for in section 6.2 requires sewer and water service to be provided
30 from 38th Avenue, the City's obligation to construct under Section 6.2 shall not be
31 triggered.

32 33 **Section 7. Further Discretionary Actions.**

34 Nothing in this Agreement shall be construed to limit the authority or the obligation of
35 the City to process any land use approvals, including preliminary plat, CUP, Site Plan
36 Review or building permit under the processes established by the City; provided however
37 that such process shall not impose conditions inconsistent with the provisions of this
38 Agreement.

39 40 **Section 8. Remedies.**

41 Should a disagreement arise between the City and Developer regarding the interpretation
42 and application of this Agreement, the parties agree to attempt to resolve the
43 disagreement by first meeting and conferring. If such meeting proves unsuccessful to
44 resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark
45 County Superior Court.

1 **Section 9. Performance.**

2 Failure by either party at any time to require performance by the other party of any of the
3 provisions hereof shall in no way affect the parties' rights hereunder to enforce the same,
4 nor shall any waiver by a party of the breach hereof be held to be a waiver of any
5 succeeding breach or a waiver of this non-waiver clause.
6

7 **Section 10. Venue.**

8 This Agreement shall be construed in accordance with and, governed by, the laws of the
9 State of Washington. The parties agree to venue in the Superior Court for Clark County,
10 State of Washington, to resolve any disputes that may arise under this Agreement.
11

12 **Section 11. Severability.**

13 If any portion of this Agreement shall be invalid or unenforceable to any extent, the
14 validity of the remaining provisions shall not be affected thereby.
15

16 **Section 12. Inconsistencies**

17 If any provisions of the Camas Municipal Code are deemed inconsistent with the
18 provisions of this Agreement, the provisions of this Agreement shall prevail.
19

20 **Section 13. Binding on Successors and Recording.**

21 This Agreement shall run with the land and be binding upon and inure to the benefit of
22 Developer, the parties, and their respective heirs, successors and assigns. This
23 Agreement shall be recorded against the real property indicated on **Exhibit "A"** with the
24 Clark County Auditor.
25

26 Developer may sell or otherwise lawfully dispose of any portion of the Property to
27 another person who, unless otherwise released by all parties, shall be subject to the
28 applicable provisions of this Agreement related to such portion of the Property.
29

30 **Section 14. Recitals.**

31 Each of the recitals contained herein are intended to be, and are incorporated as,
32 covenants between the parties and shall be so construed.
33

34 **Section 15. Amendments.**

35 This Agreement may only be amended by mutual agreement of the parties.
36

37 IN WITNESS WHEREOF, the parties hereto have caused this Development
38 Agreement to be executed as of the dates set forth below:
39

40
41 CITY OF CAMAS, WASHINGTON
42

43 

44
45 By (person signing) PAUL DENNIS

46 Title MAYOR

1
2
3 GRASS VALLEY HOLDINGS, LLC

4
5 David Lugiani pres.
6 By (person signing) DAVID LUGIANI
7 Title APC INC. mgr.
8
9

10 APC SUNRISE SUMMIT, LLC

11
12 David Lugiani pres.
13 By (person signing) DAVID LUGIANI
14 Title APC INC. mgr.
15
16
17

18 SKOLA, LLC

19
20 David Lugiani pres.
21 By (person signing) DAVID LUGIANI
22 Title APC INC. mgr.
23
24
25

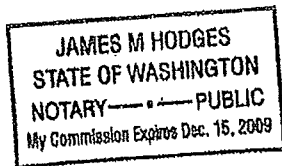
26 EIFORD PROPERTIES, LLC

27
28 Dwayne L. Eiford
29 By (person signing) Dwayne L. Eiford
30 Title President
31
32
33

34 STATE OF WASHINGTON)
35) ss.
36 County of Clark)
37

38 I certify that I know or have satisfactory evidence that
39 PAUL DENNIS is the person who appeared before me, and said person
40 acknowledged that he signed this instrument, on oath stated that he was authorized to
41 execute the instrument and acknowledged it as the MAYOR of the
42 City of CAMAS, Washington, to be the free and voluntary act of such party for the uses
43 and purposes mentioned in the instrument.
44

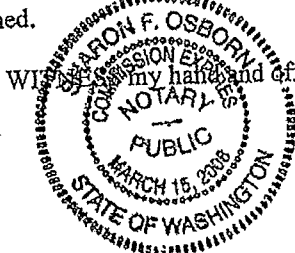
45 Dated: 1/08/08
46



James M. Hodges
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: 12/15/09


STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this day personally appeared before me DAVID LUGLIANI PRES to me known as the
PRESIDENT of GRASS VALLEY HOLDINGS, LLC and acknowledged that he
signed this document as his free and voluntary act and deed for the uses and purposes therein
mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Sharon F. Osborn
NOTARY PUBLIC and for the State of:
residing at Vancouver
My appointment expires: 3/15/2008

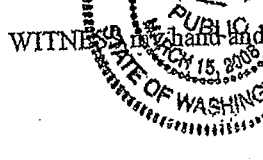
STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this day personally appeared before me DAVID LUGLIANI to me known as the
PRESIDENT of SUNRISE SUMMIT, LLC and acknowledged that he signed this
document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Sharon F. Osborn
NOTARY PUBLIC and for the State of:
residing at Vancouver
My appointment expires: 3/15/2008

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this day personally appeared before me DAVID LUGLIANI to me known as the
PRESIDENT of SUNRISE SUMMIT, LLC and acknowledged that he signed this document as his
free and voluntary act and deed for the uses and purposes therein mentioned.

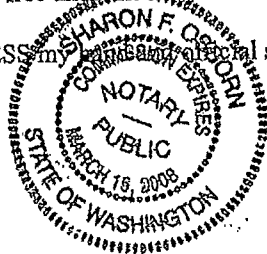
WITNESS my hand and official seal hereto affixed the day and year first above written.

Sharon F. Osborn
NOTARY PUBLIC and for the State of:
residing at Vancouver

My appointment expires: 3/15/2008

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

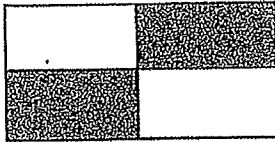
On this day personally appeared before me Dwayne L. EIFORD, to me known as the PRESIDENT of EIFORD PROPERTIES, LLC and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Sharon F. Osborn
NOTARY PUBLIC and for the State of:
residing at Vancouver
My appointment expires: 3/15/2008

EXHIBIT A TO PRE-ANNEXATION DEVELOPMENT AGREEMENT



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax: (360) 694-8934 • www.hagedornse.com

January 7, 2008

PARCEL NO 177489 AND 126043:

That portion of the following described parcel of land located in the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, and the Northwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, lying Easterly of the centerline of a creek running in a Southwesterly direction:

BEGINNING at a point in the center of County Road, that is 17.65 chains North and 4.66 chains East of the Southwest corner of said Section 32; thence South along the West line of that certain tract of land conveyed to Lloyd V. Eiford et ux, by deed, recorded under Auditor's File No. G 137919, records of Clark County, Washington, parallel with the West line of said Section 32 and Section 5, for a distance of 37.60 chains to the Southwest corner thereof said point being the South line of the Northwest quarter of the Northwest quarter of said Section 5; thence East along said South line, for a distance of 15.29 chains to the Southeast corner of said "Eiford tract", said point being the Southeast corner of the Northwest quarter of the Northwest quarter of said Section 5; thence North along the East line of said "Eiford tract", for a distance of 35.10 chains to the center of said County Road; thence North $72^{\circ} 56'$ West, along the center of said County Road and the North line of said "Eiford tract", for a distance of 7.61 chains; thence continuing along said North line, North $82^{\circ} 05'$ West, for a distance of 2.86 chains; thence continuing along said North line, North $89^{\circ} 08'$ West, for a distance of 5.19 chains to the POINT OF BEGINNING.

EXCEPT County Roads.

LD-2008\Eiford-Parcel Lrds
07-247



Ex. A 1 of 19

ENGINEERING PLANNING
FORESTRY

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

A portion of the Eiford Tract described in Auditor's File No. 3181188 Exhibit D located in Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

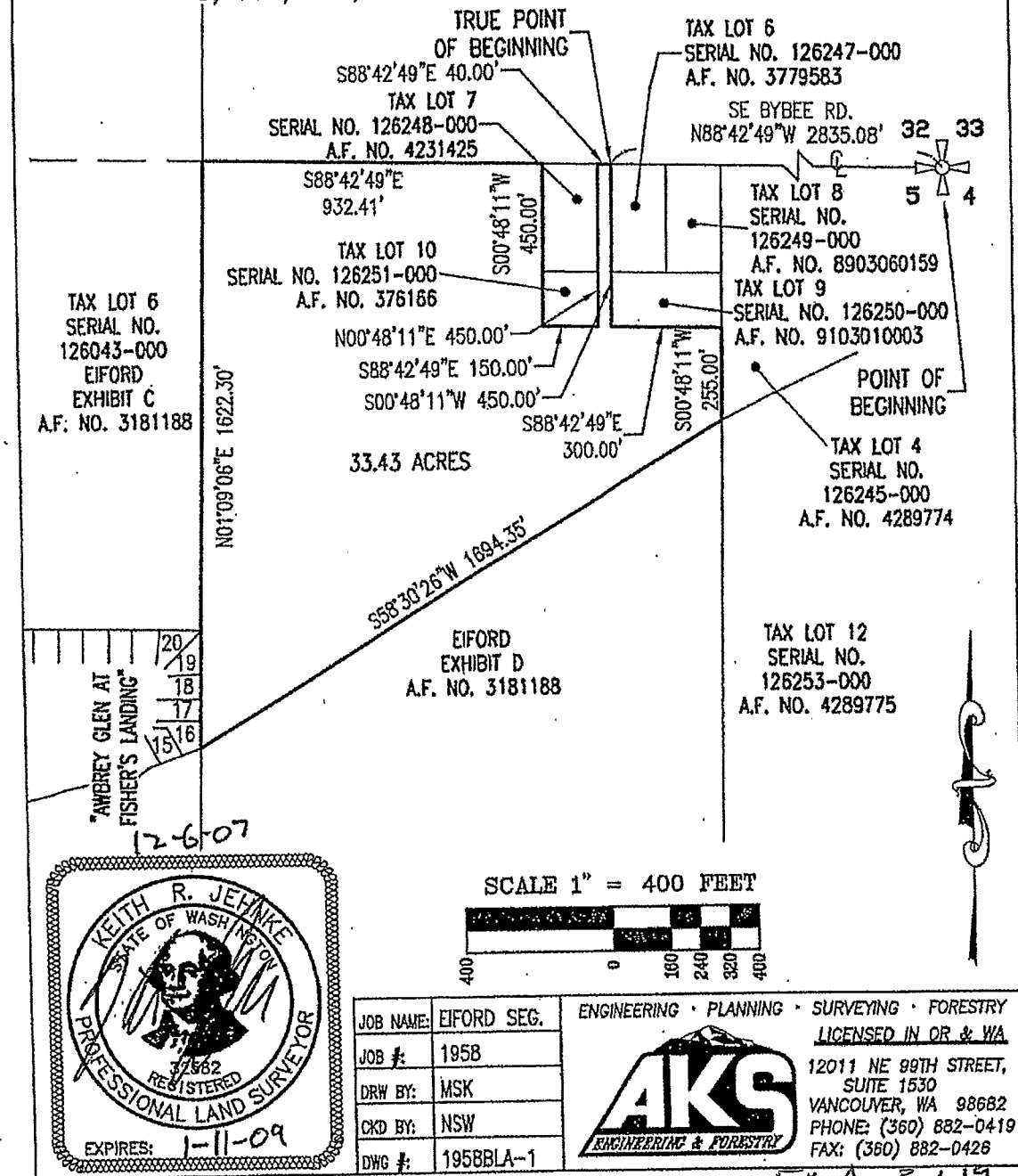
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2835.08 feet to the True Point of Beginning; thence along the west line of Auditor's File No. 3779583 and 9103010003 South 00°48'11" West 450.00 feet to the southwest corner of Auditor's File No. 9103010003; thence along the south line of Auditor's File No. 9103010003 South 88°42'49" East 300.00 feet to the southeast corner thereof; thence along the west line of said Auditor's File No. South 00°48'11" West 255.00 feet to the southwest corner thereof; thence South 58°30'26" West 1694.35 feet to the southeast corner of Lot 16 of "Awbrey Glen At Fisher's Landing"; thence along the east line of said plat and the east line of Exhibit C of the Eiford Tract described in Auditor's File No. 3181188 North 01°09'06" East 1622.30 feet to the north line of said Section 5; thence along said north line South 88°42'49" East 932.41 feet to a point on the west line of Auditor's File No. 4231425; thence along the west line of said Auditor's File No. and Auditor's File No. 376166 South 00°48'11" West 450.00 feet to the southwest corner of Auditor's File No. 376166; thence along the south line of said Auditor's File No. South 88°42'49" East 150.00 feet to the southeast corner of said Auditor's File No.; thence along the east line of said Auditor's File No. and Auditor's File No. 4231425 North 00°48'11" East 450.00 feet to the north line of said Section 5; thence along said north line South 88°42'49" East 40.00 feet to the True Point of Beginning.

The above described tract of land contains 33.43 acres, more or less.



Ex A. 2419

MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD TRACT
DESCRIBED IN AUDITORS FILE NO. 3181188 OF SECTION
5, T1N, R3E, W.M. CLARK COUNTY, WASHINGTON



ENGINEERING PLANNING
FORESTRY

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

A portion of the Eiford Tract described in Auditor's File No. 3181188 Exhibit D located in Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

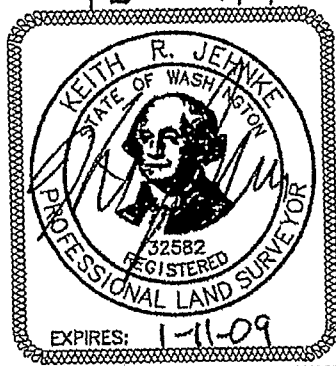
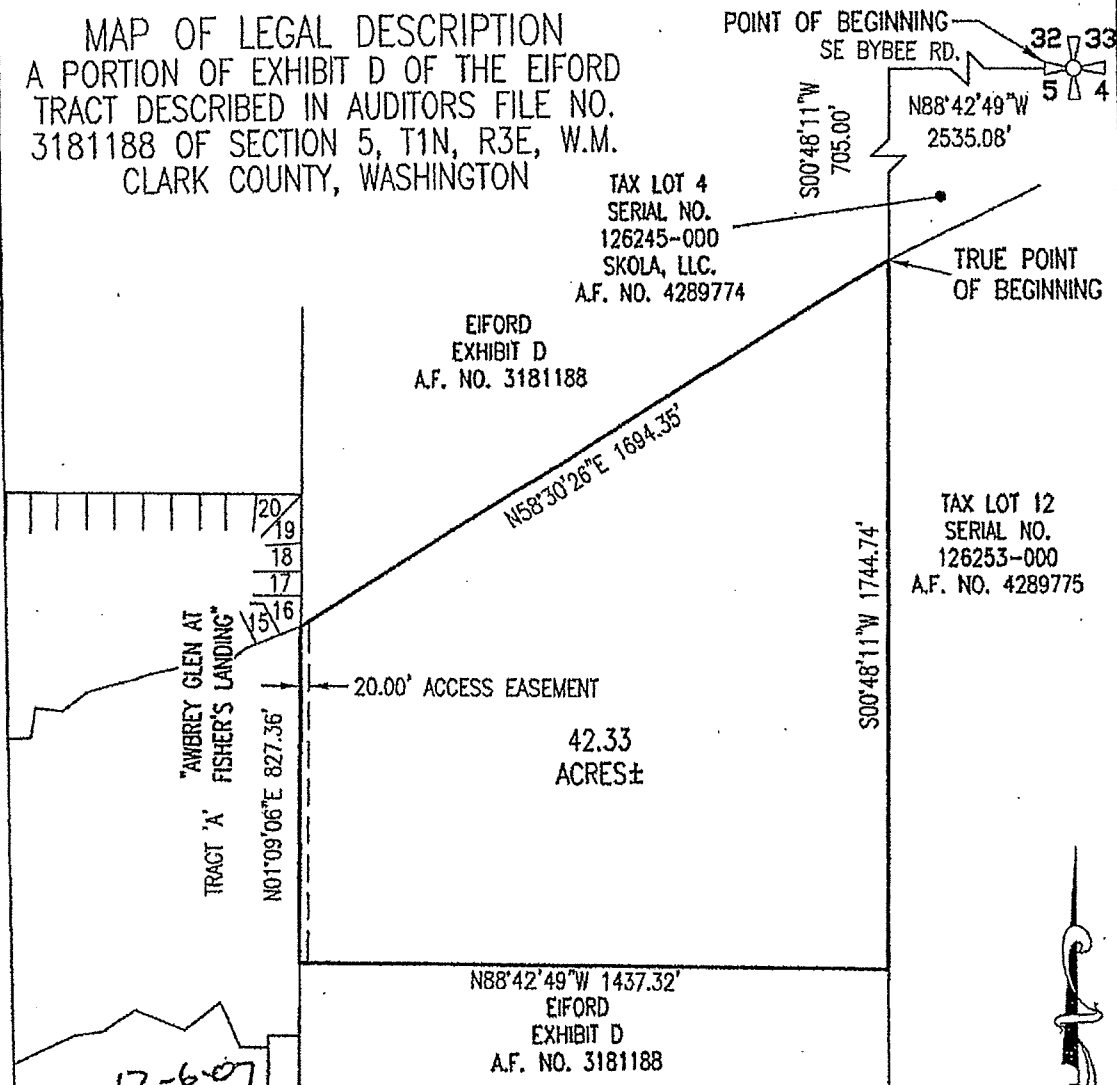
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289774 South 00°48'11" West 705.00 feet to the True Point of Beginning; thence along the west line of Auditor's File No. 4289775 South 00°48'11" West 1744.74 feet to a point; thence along a line parallel to and 610 feet northerly of the John Knight Donation Land Claim (when measured at right angles) North 88°42'49" West 1437.32 feet to a point on the east line of Tract 'A' of "Awbrey Glen At Fisher's Landing"; thence along the east line of said Tract 'A' North 01°09'06" East 827.36 feet to the southeast corner of Lot 16 of said plat; thence North 58°30'26" East 1694.35 feet to the True Point of Beginning.

The above described tract of land contains 42.33 acres, more or less.



Ex A 419

MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD
TRACT DESCRIBED IN AUDITORS FILE NO.
3181188 OF SECTION 5, T1N, R3E, W.M.
CLARK COUNTY, WASHINGTON



SCALE 1" = 400 FEET



JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	MSK
CKD BY:	NSW
DWG #:	1958BLA-3

ENGINEERING • PLANNING • SURVEYING • FORESTRY
LICENSED IN OR & WA

AKS
ENGINEERING & FORESTRY

12011 NE 99TH STREET,
SUITE 1530
VANCOUVER, WA 98682
PHONE: (360) 882-0419
FAX: (360) 882-0426

ECA 5419

ENGINEERING PLANNING
FORESTRY

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING

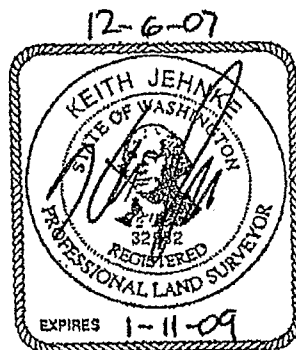
Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

A portion of the Eiford Tract described in Auditor's File No. 3181188 Exhibit D located in Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

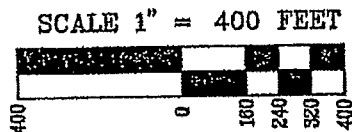
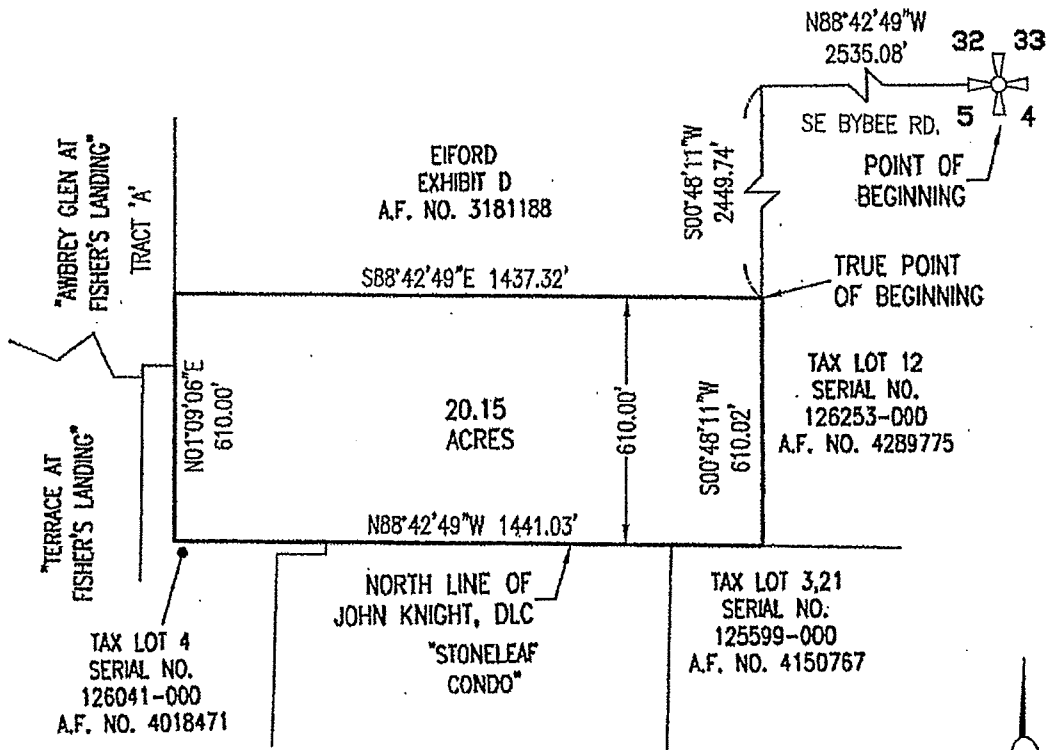
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North $88^{\circ}42'49''$ West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289775 and the northerly projection thereof South $00^{\circ}48'11''$ West 2449.74 feet to the True Point of Beginning; thence continuing along said west line South $00^{\circ}48'11''$ West 610.02 feet to a point on the north line of the John Knight Donation Land Claim; thence along said north line North $88^{\circ}42'49''$ West 1441.03 feet to a point on the northerly east line of Auditor's File No. 4018471; thence along said northerly east line and the east line of Tract 'A' of "Awbrey Glen at Fisher's Landing" North $01^{\circ}09'06''$ East 610.00 feet to a point; thence along a line parallel to and 610 feet northerly of the John Knight DLC line (when measured at right angles) South $88^{\circ}42'49''$ East 1437.32 feet to the True Point of Beginning.

The above described tract of land contains 20.15 acres, more or less.



Ex A. 6119

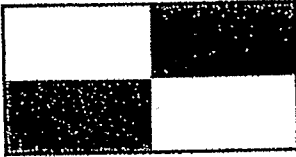
MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD TRACT
DESCRIBED IN AUDITORS FILE NO. 3181188 OF SECTION
5, T1N, R3E, W.M. CLARK COUNTY, WASHINGTON



JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	MSK
CKD BY:	NSW
DWG #:	1958BLA-2

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AKS
ENGINEERING & FORESTRY
12011 NE 99TH STREET,
SUITE 1530
VANCOUVER, WA 98682
PHONE: (360) 882-0419
FAX: (360) 882-0426

Ex. A 19



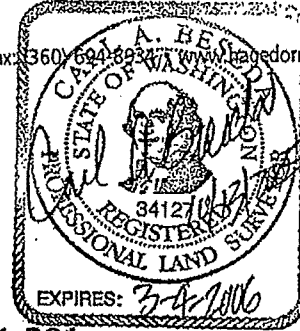
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-8934 • www.hagedornse.com

October 13, 2005

**LEGAL DESCRIPTION
FOR
GRASS VALLEY, LLC**



GRASS VALLEY LLC TRACT, AKA LOT 1 SHORT PLAT 1-301:

That portion of Government Lot 3, lying in the Southeast quarter of the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass disc marking the Southwest corner of Section 32, Township 2 North, Range 3 East; thence South $88^{\circ} 42' 55''$ East, along the South line of Section 32 as shown in Book 9 of Surveys, page 116, records of Clark County, for a distance of 1319.76 feet to the Southwest corner of Government Lot 3; thence continuing South $88^{\circ} 42' 55''$ East, along said South line, for a distance of 164.73 feet to the Southwest corner of Book 1 of Short Plats, page 301, Clark County Auditor's Records; thence North $20^{\circ} 02' 22''$ East, along said West line, 587.74 feet to the Southwest corner of Lot 1 and the TRUE POINT OF BEGINNING; thence continuing North $20^{\circ} 02' 22''$ East, along said West line of Short Plat 1-301 for a distance of 280.70 feet to the centerline of S.E. Bybee Road; thence along the centerline of S.E. Bybee Road the following courses; thence South $57^{\circ} 14' 06''$ East, 93.09 feet; thence along the arc of a 201.00 foot radius curve to the right, through a central angle of $51^{\circ} 08' 20''$, for an arc distance of 179.40 feet to the West line of "County Ridge" (H-263); thence South $01^{\circ} 23' 09''$ West, along said West line, 161.13 feet to the Southeast corner of Lot 1 of Short Plat 1-301; thence North $69^{\circ} 57' 38''$ West, 278.51 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

Ld2005\Grass Valley LLC Tract Lot 1 SP 103-1.rds
04-121

EA A. 8 1 19



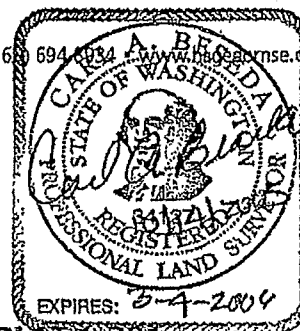
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-6934 • www.hagedornse.com

October 14, 2005

**LEGAL DESCRIPTION
FOR
APC SUNRISE SUMMIT, LLC**



APC SUNRISE SUMMIT, LLC TRACT, AKA LOT 2 SHORT PLAT 1-301:

That portion of Government Lot 3, lying in the Southeast quarter of the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass disc marking the Southwest corner of Section 32, Township 2 North, Range 3 East; thence South $88^{\circ} 42' 55''$ East, along the South line of Section 32 as shown in Book 9 of Surveys, page 116, records of Clark County, for a distance of 1319.76 feet to the Southwest corner of Government Lot 3; thence continuing South $88^{\circ} 42' 55''$ East, along said South line, for a distance of 164.73 feet to the Southwest corner of Lot 4 of that Short Plat recorded in Book 1, page 301, Clark County Auditor's Records; thence North $20^{\circ} 02' 22''$ East, along said West line, 392.74 feet to the Northwest corner of Lot 4 and the TRUE POINT OF BEGINNING of the following described tract; thence continuing North $20^{\circ} 02' 22''$ East, along said West line of Short Plat 1-301 for a distance of 195.00 feet to the Southwest corner of Lot 1 of Short Plat 1-301; thence South $69^{\circ} 57' 38''$ East, 278.51 feet to the Southeast corner of Lot 1 of Short Plat 1-301; thence South $01^{\circ} 23' 09''$ West, 205.82 feet to the Northeast corner of Lot 3 of Short Plat 1-301; thence North $69^{\circ} 57' 38''$ West, 344.34 feet to the TRUE POINT OF BEGINNING.

EXCEPT County Roads (SE Bybee Road).

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

ALSO TOGETHER WITH and SUBJECT TO a 60.00 foot private road easement as described Auditor's File No. 780424005.

Ex. A 7419

167

4255232 D

2

RecFee - \$33.00 Pages: 2 - FIRST AMERICAN TITLE
Clark County, WA 12/01/2008 04:00



AFTER RECORDING MAIL TO:

APC Sunrise Summit LLC
16420 SE McGillivray Boulevard, Ste. #103-197
Vancouver, WA 98683

198.00 County Assessed Tax
Ch. 11 Rev. Laws 1951
\$10,680.00 has been paid
Resp. # 60237 Date 12-7-06
Sec. 61, see Affd. No.
Doug Lasher
Clark County Treasurer
BY [Signature] Deputy

Filed for Record at Request of:
First American Title Insurance Company

Space above this line for Records use only

STATUTORY WARRANTY DEED

File No: 4283-938377 (DJB)

Date: November 16, 2006

Grantor(s): Jerrold D. Campbell and Debra J.B. Campbell
Grantee(s): APC Sunrise Summit LLC
Abbreviated Legal: Lot 3, SHORT PLAT No. 432, Book 1, Page 432.
Additional Legal on page:
Assessor's Tax Parcel No(s): 177451-010

THE GRANTOR(S) Jerrold D. Campbell and Debra J.B. Campbell, husband and wife for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to APC Sunrise Summit LLC, the following described real estate, situated in the County of Clark, State of Washington.

Lot 3 of SHORT PLAT No. 432, recorded in Book 1 of Short Plats, Page 432, lying within the Southwest quarter of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, recorded November 17, 1978, under Auditor's File No. 7811170176, record of Clark County, Washington.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

[Signature]
Jerrold D. Campbell

[Signature]
Debra J.B. Campbell

Ex. A 10 of 19

APN: 177451-010

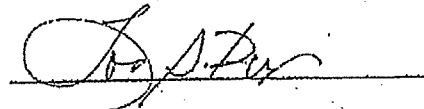
Statutory Warranty Deed
- continued

File No.: 4283-938377 (DJB)
Date: 11/16/2006

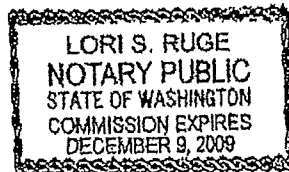
STATE OF Washington)
COUNTY OF Clark)-ss)

I certify that I know or have satisfactory evidence that **Jerrold D. Campbell and Debra J.B. Campbell**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

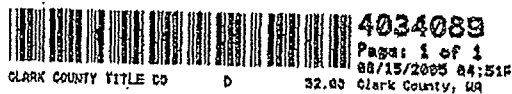
Dated: 12/1/06



Notary Public in and for the State of Washington
Residing at: Ridgelyield
My appointment expires: 12-19-09



Ex. A 11-4-11



AFTER RECORDING MAIL TO:

Name APC Sunrise Summit LLC

Address 16420 SE McGillivray Blvd

City, State, Zip Vancouver, WA 98683

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
\$ 1085.00 has been paid
Recp.# 573310 Date 8/15/05
Sec. 61, see Affd. No. _____
Doug Lathier
Clark County Treasurer
By _____ Deputy

103250 CE

Statutory Warranty Deed

THE GRANTOR Jerome T. Jarrett and Stephanie M. Jarrett, husband and wife for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to APC Sunrise Summit LLC the following described real estate, situated in the County of CLARK, State of Washington:

Lot 1, COUNTRY RIDGE 1, according to the plat thereof, recorded in Book "H" of plats, page 263, records of Clark County, Washington.

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

Assessor's Property Tax Parcel Account Number(s): 177480-002, 114007

Abbreviated Legal Description: Lot 1 of COUNTRY RIDGE 1

Asst
Dated this 5th day of July, 2005.

Jerome T. Jarrett

Stephanie M. Jarrett

STATE OF WASHINGTON
COUNTY OF clark } ss

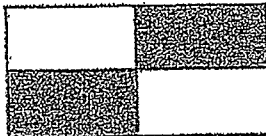
I certify that I know or have satisfactory evidence that Jerome T. Jarrett and Stephanie M. Jarrett are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this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

Dated: 8-15-05



Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 7/20/07

Ex. A 12 of 19



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1624 Broadway, Suite 5 • Vancouver, WA 98663 • (360) 606-4420 • (206) 636-4425 • Fax: (360) 624-5934 • www.hagedornse.com

November 30, 2006

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

TAX LOT #13, SERIAL NO. 126254-000:

That portion of the Northeast quarter and the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

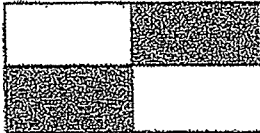
BEGINNING at the Northeast corner of that tract conveyed to Fred Watson by deed recorded in Book 296, page 123, Deed Records, said point being 27.50 chains West of the Northeast corner of said Section 5; thence South 0° 29' East, along the East line of said "Watson tract", 46.36 chains to a point on the North line of the Joel Knight Donation Land Claim and the TRUE POINT OF BEGINNING hereof; thence North 0° 29' West, along the East line of said "Watson tract", 1661.07 feet; thence West, parallel with the North line of said Joel Knight Donation Land Claim, 5.96 chains to the West line of said "Watson tract"; thence South 0° 29' East, along said West line 1661.07 feet to the North line of said Joel Knight Donation Land Claim; thence East, along said North line, 5.96 chains to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-2007A Grass Valley TL 13.rds
04-083-1



Ex A 13.419



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (206) 698-4428 • (866) 698-4428 • Fax: (360) 684-6834 • www.hagedorninc.com

November 30, 2007

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

TAX LOT #81, SERIAL NO. 125668-000:

That portion of the Southeast quarter Section 5, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

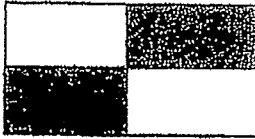
BEGINNING at the Northeast corner of that tract conveyed to Fred Watson, described in Deed Book 296, page 123 records of the Clark County Auditor, said point being 1815.00 feet West of the Northeast corner of said Section 5; thence South $0^{\circ} 48' 05''$ West, along the East line of said "Watson tract", 3,085.92 feet to a point on the North line of the "Joel Knight Donation Land Claim" and the TRUE POINT OF BEGINNING of the following described parcel; thence continuing South $0^{\circ} 48' 05''$ West, 118.41 feet to the North right-of-way line of N.W. Pacific Rim Blvd as described under Clark County Auditor's File No. 8509040209; thence South $58^{\circ} 22' 49''$ West, along said North right-of-way line, 465.99 feet; thence North $0^{\circ} 48' 05''$ East, 366.60 feet to the North line of the Joel Knight Donation Land Claim; thence South $89^{\circ} 26' 19''$ East, along said North line, 393.36 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-20071 Grass Valley TL 81.rds



Ex A. 14 of 19



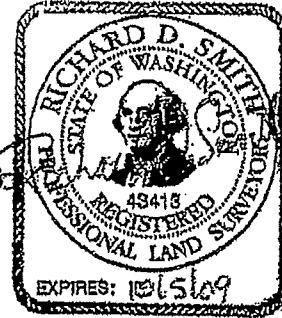
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 686-4428 • (866) 686-4428 • Fax: (360) 694-8934 • www.hagedornse.com

December 3, 2007

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS, LLC**



PARCEL NO 126253-000:

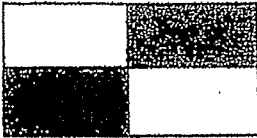
That portion of the West half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass cap at the Northeast corner of Section 5, as shown in Book 9 of Surveys, page 116, Clark County Auditor's Records; thence North 88° 42' 55" West, along the North line of the Northeast quarter of said Section 5, for a distance of 1815.00 feet to the Northwest corner of Parcel #6 of the "MacDonald tract", as described under Clark County Auditor's File No. 8803180033; thence South 0° 48' 05" West, along the West line of said "MacDonald tract", for a distance of 325.00 feet to the TRUE POINT OF BEGINNING of Parcel 2; thence South 63° 21' 30" West, 811.36 feet to the East line of the "Elford tract", as described under Clark County Auditor's File No. 3182988; thence South 0° 48' 05" West, along the East line of said "Elford tract", for a distance of 2390.01 feet to the North line of the Joel Knight DLC; thence South 88° 26' 19" East, along the North line of said Joel Knight DLC, for a distance of 326.70 feet to the West line of the "Grass Valley Holdings LLC tract", as described under Auditor's File No. 3812272; thence North 0° 48' 05" East, along said West line, for a distance of 1661.07 feet to the Northwest corner thereof; thence South 89° 26' 19" East, 393.36 feet to the Northeast corner thereof and the West line of said "MacDonald tract"; thence North 0° 48' 05" East, along said West line, for a distance of 1099.85 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-20071 Skola-Parcel 126253-000.rds
04-083-1

Ex. A. 15 of 19



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax: (360) 694-8834 • www.hagedornse.com

December 3, 2007

LEGAL DESCRIPTION FOR SKOLA, LLC



PARCEL NO. 126245-000:

That portion of the Northwest quarter of the Northeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass cap at the Northeast corner of Section 5, as shown in Book 9 of Surveys, page 116, Clark County Auditor's Records; thence North $88^{\circ} 42' 55''$ West, along the North line of the Northeast quarter of said Section 5, for a distance of 1815.00 feet to the Northwest corner of Parcel #6 of the "MacDonald tract", as described under Clark County Auditor's File No. 8803180033 and the TRUE POINT OF BEGINNING of Parcel 1; thence South $0^{\circ} 48' 05''$ West, along the West line of said "MacDonald tract", for a distance of 325.00 feet; thence South $63^{\circ} 21' 30''$ West, 811.36 feet to the East line of the "Elford tract", as described under Clark County Auditor's File No. 3182988; thence North $0^{\circ} 48' 05''$ East, along the East line of said "Elford tract" and the East line of the "Doner and Scharpf tracts", as described under Clark County Auditor's File No. 9407220157 and No. 8903060159, for a distance of 705.00 feet to the North line of Section 5; thence South $88^{\circ} 42' 55''$ East, along the North line of said Section 5, for a distance of 720.08 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

SUBJECT TO County Road (S.E. 20th Street).

LD-2007, Skola-Parcel 1-Exh F.rds
04-083-1

Ex. A 16 & 19

177451-005

Lot 2 of SHORT PLAT No. 432, recorded in Book 1 of Short Plats, Page 432, lying within the Southwest quarter of Section 32, Township 2 North, Range 3 East of Willamette Meridian, recorded November 17, 1978, under Auditor's File No. 7811170176, Records of Clark County, Washington.

177451-000

Lot 1 of SHORT PLATS, as recorded in Book 1 of Short Plats, at page 432, as described under Auditor's File No. 7811170176 being a subdivision of a portion of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

126248-000

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE GOVERNMENT LOTS 3 AND 6 OF SECTIN 5, TOWHSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID SECTION, 43.588 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH 0°29' EAST 300 FEET; THENCE WEST 150 FEET ALONG A LINE PARALLEL TO SAID SECTIN LINE; THENCE NORTH 0°29' WEST 300 FEET TO THE POINT ON SAID SECTION LINE; THENCE EAST ALONG SAID SECTION LINE TO THE POINT OF BEGINNING, EXCEPT PUBLIC ROADS.

SITUATED IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

177437-010

Lot 3 of SHORT PLAT NO. 182, in Book 2 of Short Plats; Page 182, in Section 32, Township 2 North, Range 3 East of the Willamette Meridian, recorded June 24, 1987, under Auditor's File No. 8706240162, Records of Clark County, Washington.

177437-015

LOT 4 OF SHORT PLATS, RECORDED IN BOOK "2" OF SHORT PLATS, PAGE 182, RECORDS OF CLARK COUNTY, WASHINGTON.

177439-000

A parcel of land in the Southwest quarter of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

Ex. A. 17 & 19





















A portion of that certain tract of land described in the deed recorded under Auditor's File No. G 262307 on May 14, 1959, more particularly described below as follows:

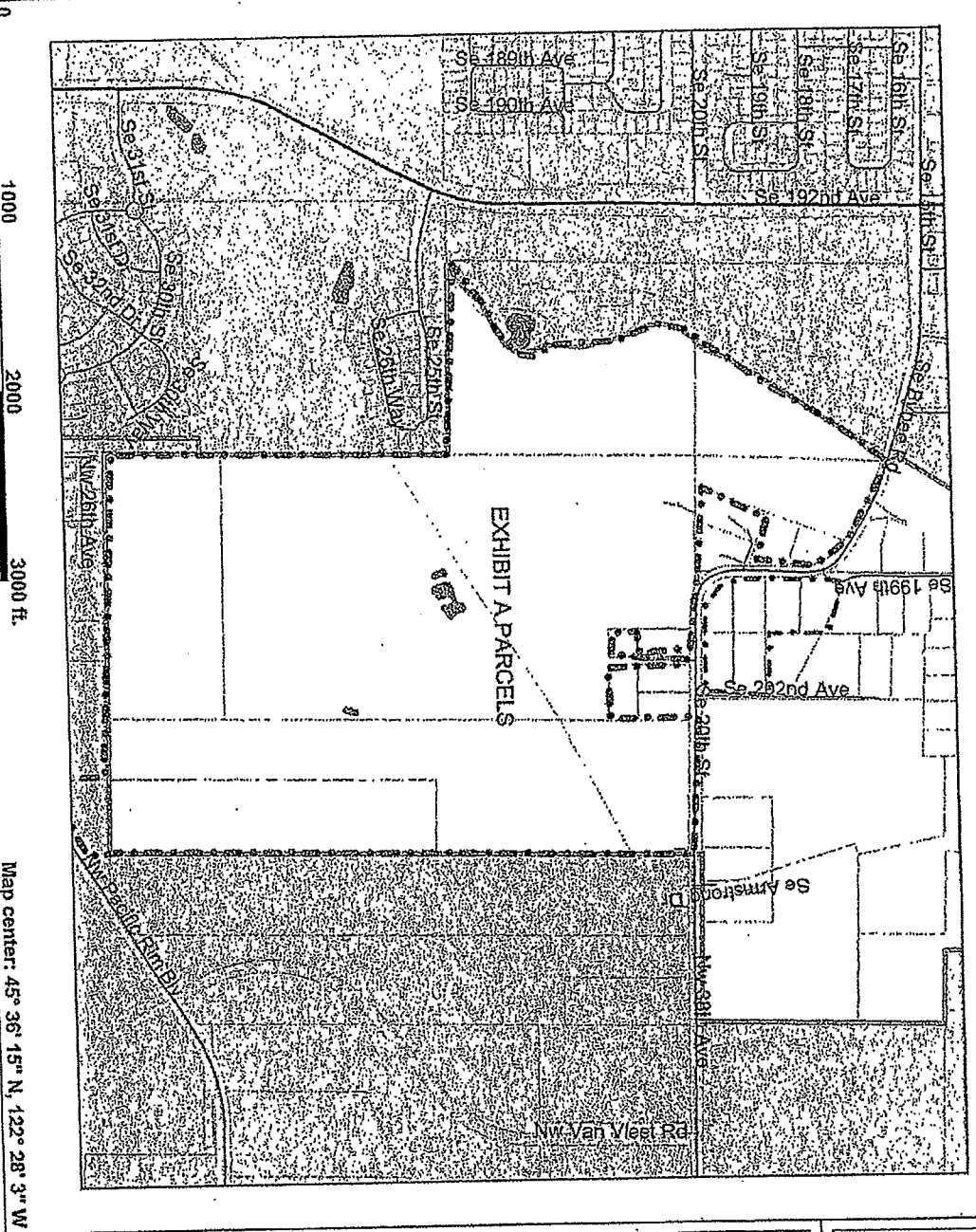
BEGINNING at the Southwest corner of said G 262307, said point being the TRUE POINT OF BEGINNING; thence North $88^{\circ}55'44''$ East 163.08 feet along the South line of said G 262307; thence North $18^{\circ}55'36''$ East 865.24 feet, more or less, to the center line of the county road know as Bybee Road; thence Northwest along said center line to the West line of said G 262307; thence South $0^{\circ}15'07''$ West 1022.46 feet, more or less, along said West line TO THE POINT OF BEGINNING.

EXCEPT that portion lying within Bybee Road.

Ex. A 18 & 19

Ex. A. 19 d 19

- ## Legend
-  Parcels
 -  Roads
 -  Alley
 -  Arterial
 -  DNR
 -  DNR (Private Land)
 -  Driveway
 -  Interstate
 -  Interstate Ramp
 -  Primary Arterial
 -  Private Road
 -  Private Roads w/o Names
 -  Public Roads
 -  SR Ramp
 -  State Route
 -  Waterbodies
 -  City Boundaries
 -  Urban Growth Boundaries
 -  County Boundary
 -  County Boundary

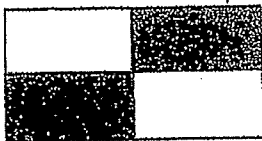


Information shown on this map was collected from several sources. Neither Clark County, Washington, nor the producer of this document accept responsibility for any inaccuracies that may be present.

Map center: 45° 36' 15" N, 122° 28' 3" W

Scale: 1:10,000

EXHIBIT B TO PRE-ANNEXATION DEVELOPMENT AGREEMENT



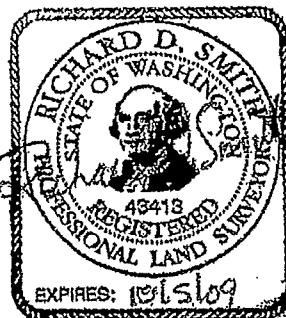
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1824 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax (360) 694-8934 • www.hagedornse.com

December 3, 2007

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS, LLC**



PARCEL NO 126253-000:

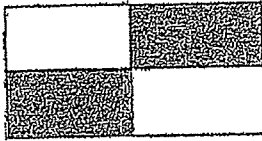
That portion of the West half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass cap at the Northeast corner of Section 5, as shown in Book 9 of Surveys, page 116, Clark County Auditor's Records; thence North 88° 42' 55" West, along the North line of the Northeast quarter of said Section 5, for a distance of 1815.00 feet to the Northwest corner of Parcel #6 of the "MacDonald tract", as described under Clark County Auditor's File No. 8803180033; thence South 0° 48' 05" West, along the West line of said "MacDonald tract", for a distance of 325.00 feet to the TRUE POINT OF BEGINNING of Parcel 2; thence South 63° 21' 30" West, 811.36 feet to the East line of the "Elford tract", as described under Clark County Auditor's File No. 3182988; thence South 0° 48' 05" West, along the East line of said "Elford tract", for a distance of 2390.01 feet to the North line of the Joel Knight DLC; thence South 88° 26' 19" East, along the North line of said Joel Knight DLC, for a distance of 326.70 feet to the West line of the "Grass Valley Holdings LLC tract", as described under Auditor's File No. 3812272; thence North 0° 48' 05" East, along said West line, for a distance of 1661.07 feet to the Northwest corner thereof; thence South 89° 26' 19" East, 393.36 feet to the Northeast corner thereof and the West line of said "MacDonald tract"; thence North 0° 48' 05" East, along said West line, for a distance of 1099.85 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-20071 Skola-Parcel 126253-000.rds
04-083-1

Ex. B I of 6



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1954 Broadway, Suite B • Vancouver, WA 98683 • (360) 698-4428 • (800) 606-4428 • Fax: (360) 594-2934 • www.hagedornse.com

November 30, 2006

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

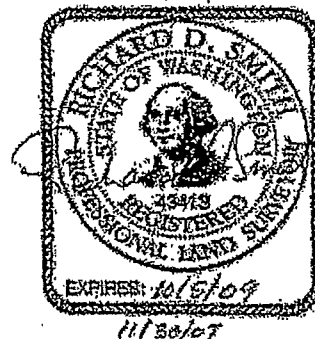
TAX LOT #13, SERIAL NO. 126254-000:

That portion of the Northeast quarter and the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

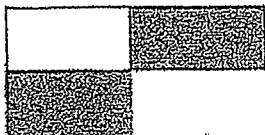
BEGINNING at the Northeast corner of that tract conveyed to Fred Watson by deed recorded in Book 296, page 123, Deed Records, said point being 27.50 chains West of the Northeast corner of said Section 5; thence South 0° 29' East, along the East line of said "Watson tract", 46.36 chains to a point on the North line of the Joel Knight Donation Land Claim and the TRUE POINT OF BEGINNING hereof; thence North 0° 29' West, along the East line of said "Watson tract", 1661.07 feet; thence West, parallel with the North line of said Joel Knight Donation Land Claim, 5.96 chains to the West line of said "Watson tract"; thence South 0° 29' East, along said West line 1661.07 feet to the North line of said Joel Knight Donation Land Claim; thence East, along said North line, 5.96 chains to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-28071 Grass Valley TL 13.rds
04-083-1



EX. B Z & O



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 698-4428 • (360) 698-4428 • Fax: (360) 694-6834 • www.hagedornse.com

November 30, 2007

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

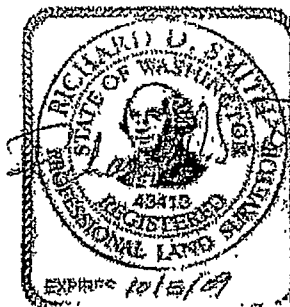
TAX LOT #81, SERIAL NO. 125668-000:

That portion of the Southeast quarter Section 5, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of that tract conveyed to Fred Watson, described in Deed Book 296, page 123 records of the Clark County Auditor, said point being 1815.00 feet West of the Northeast corner of said Section 5; thence South $0^{\circ} 48' 05''$ West, along the East line of said "Watson tract", 3,085.92 feet to a point on the North line of the "Joel Knight Donation Land Claim" and the TRUE POINT OF BEGINNING of the following described parcel; thence continuing South $0^{\circ} 48' 05''$ West, 118.41 feet to the North right-of-way line of N.W. Pacific Rim Blvd as described under Clark County Auditor's File No. 8509040209; thence South $58^{\circ} 22' 49''$ West, along said North right-of-way line, 465.99 feet; thence North $0^{\circ} 48' 05''$ East, 366.60 feet to the North line of the Joel Knight Donation Land Claim; thence South $89^{\circ} 26' 19''$ East, along said North line, 393.36 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-20071 Grass Valley TL 81.rds



11/30/07

Ex. B 3 of 5

ENGINEERING PLANNING
FORESTRY

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

A portion of the Eiford Tract described in Auditor's File No. 3181188 Exhibit D located in Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

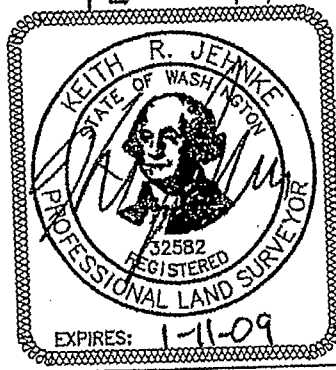
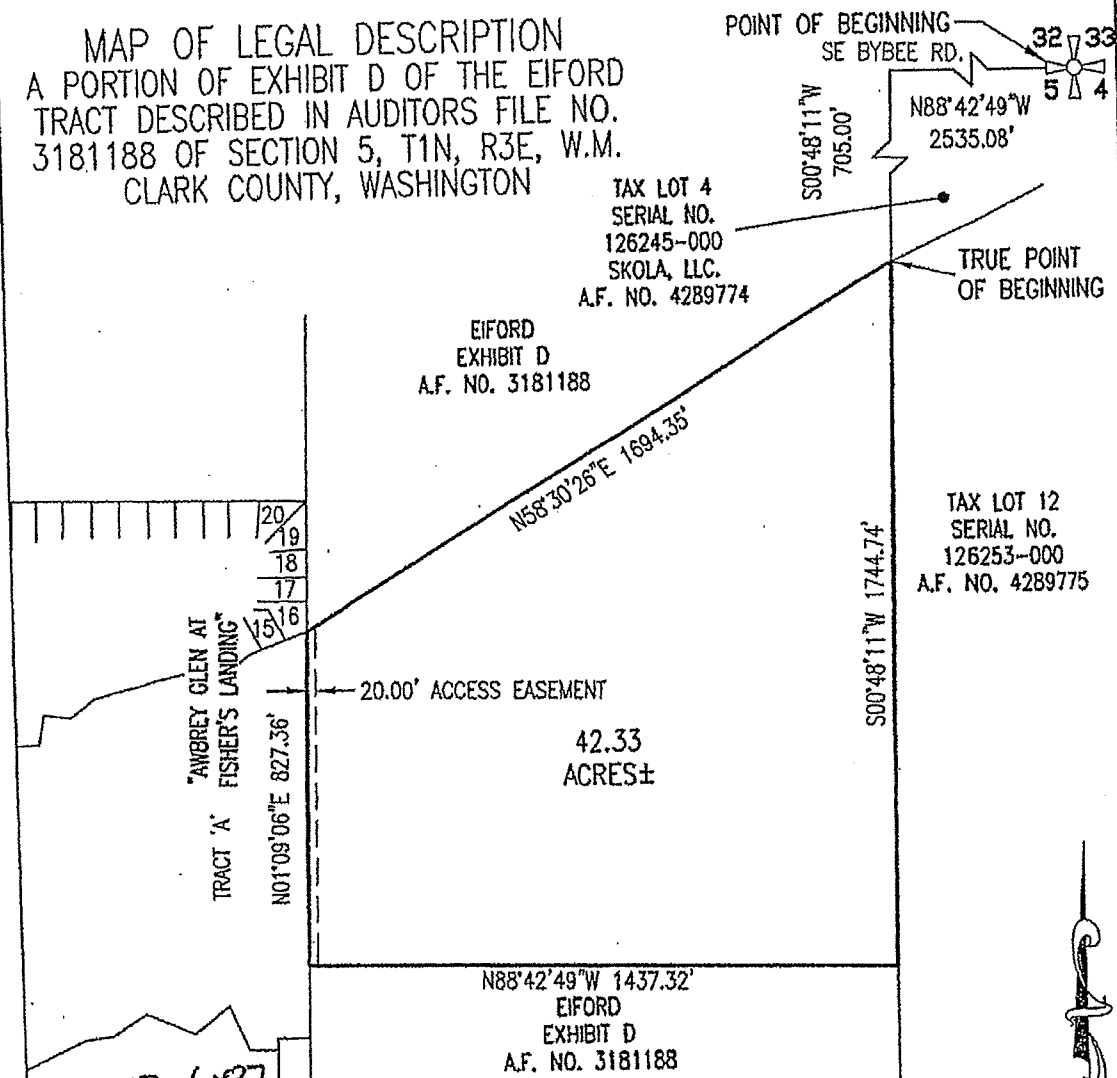
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289774 South 00°48'11" West 705.00 feet to the True Point of Beginning; thence along the west line of Auditor's File No. 4289775 South 00°48'11" West 1744.74 feet to a point; thence along a line parallel to and 610 feet northerly of the John Knight Donation Land Claim (when measured at right angles) North 88°42'49" West 1437.32 feet to a point on the east line of Tract 'A' of "Awbrey Glen At Fisher's Landing"; thence along the east line of said Tract 'A' North 01°09'06" East 827.36 feet to the southeast corner of Lot 16 of said plat; thence North 58°30'26" East 1694.35 feet to the True Point of Beginning.

The above described tract of land contains 42.33 acres, more or less.

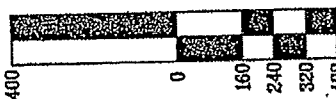


Ex. B 4 of 5

MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD
TRACT DESCRIBED IN AUDITORS FILE NO.
3181188 OF SECTION 5, T1N, R3E, W.M.
CLARK COUNTY, WASHINGTON



SCALE 1" = 400 FEET



Ex. B 5 d 5

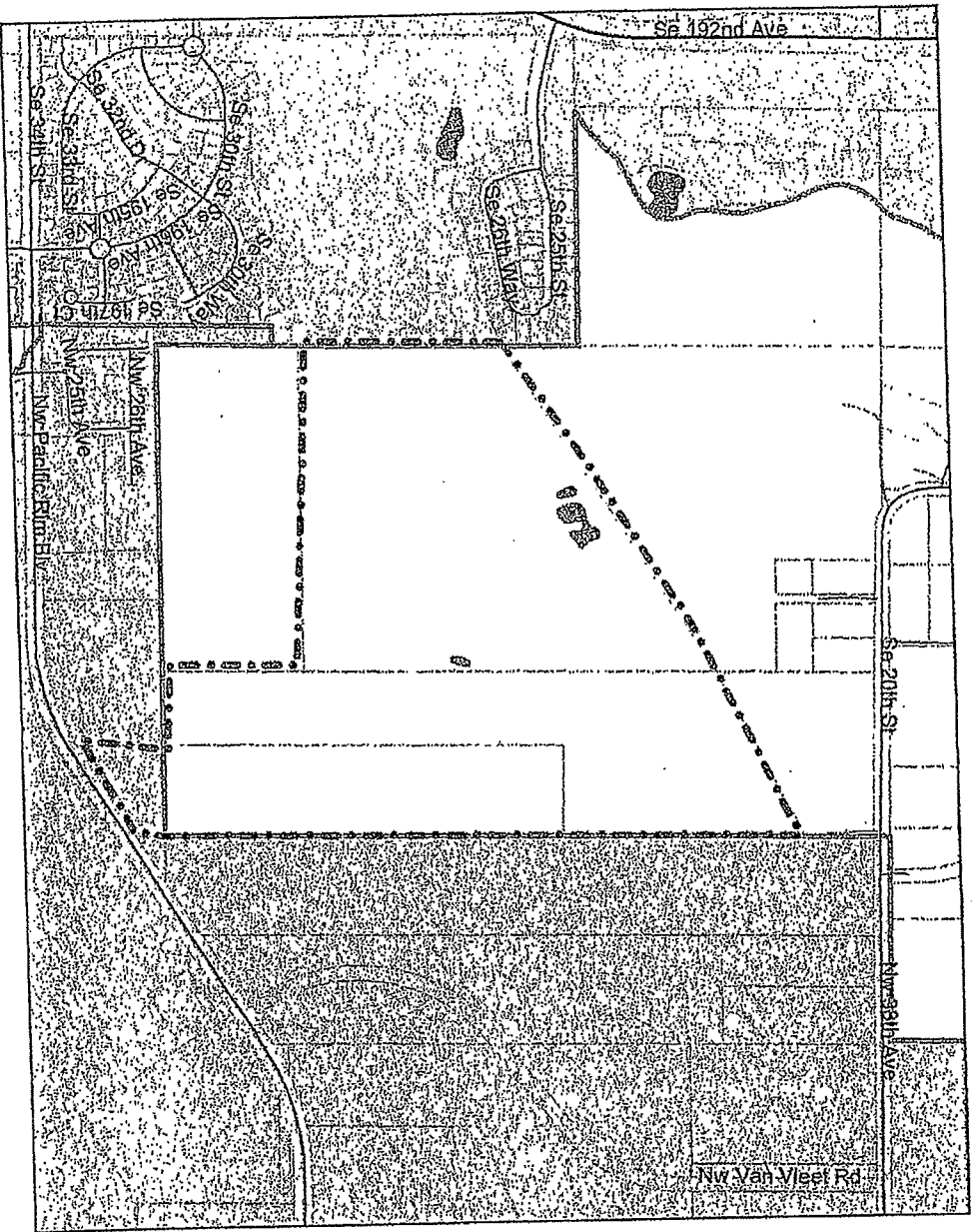
JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	MSK
CKD BY:	NSW
DWG #:	1958BLA-3

ENGINEERING • PLANNING • SURVEYING • FORESTRY
LICENSED IN OR & WA



12011 NE 99TH STREET,
SUITE 1530
VANCOUVER, WA 98682
PHONE: (360) 882-0419
FAX: (360) 882-0426

MAP TO EXHIBIT B



0 800 1600 2400 ft.

Map center: 45° 36' 7" N, 122° 27' 58" W

Information shown on this map was collected from several sources. Neither Clark County, Washington, nor the producer of this document accept responsibility for any inaccuracies that may be present.



Ex B 6 of 6

Legend

- Parcels
- Roads
- Alley
- Arterial
- DNR (Private Land)
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Names
- Public Roads
- SR Ramp
- State Route
- Waterbodies
- City Boundaries
- Urban Growth Boundaries
- County Boundary
- County Boundary

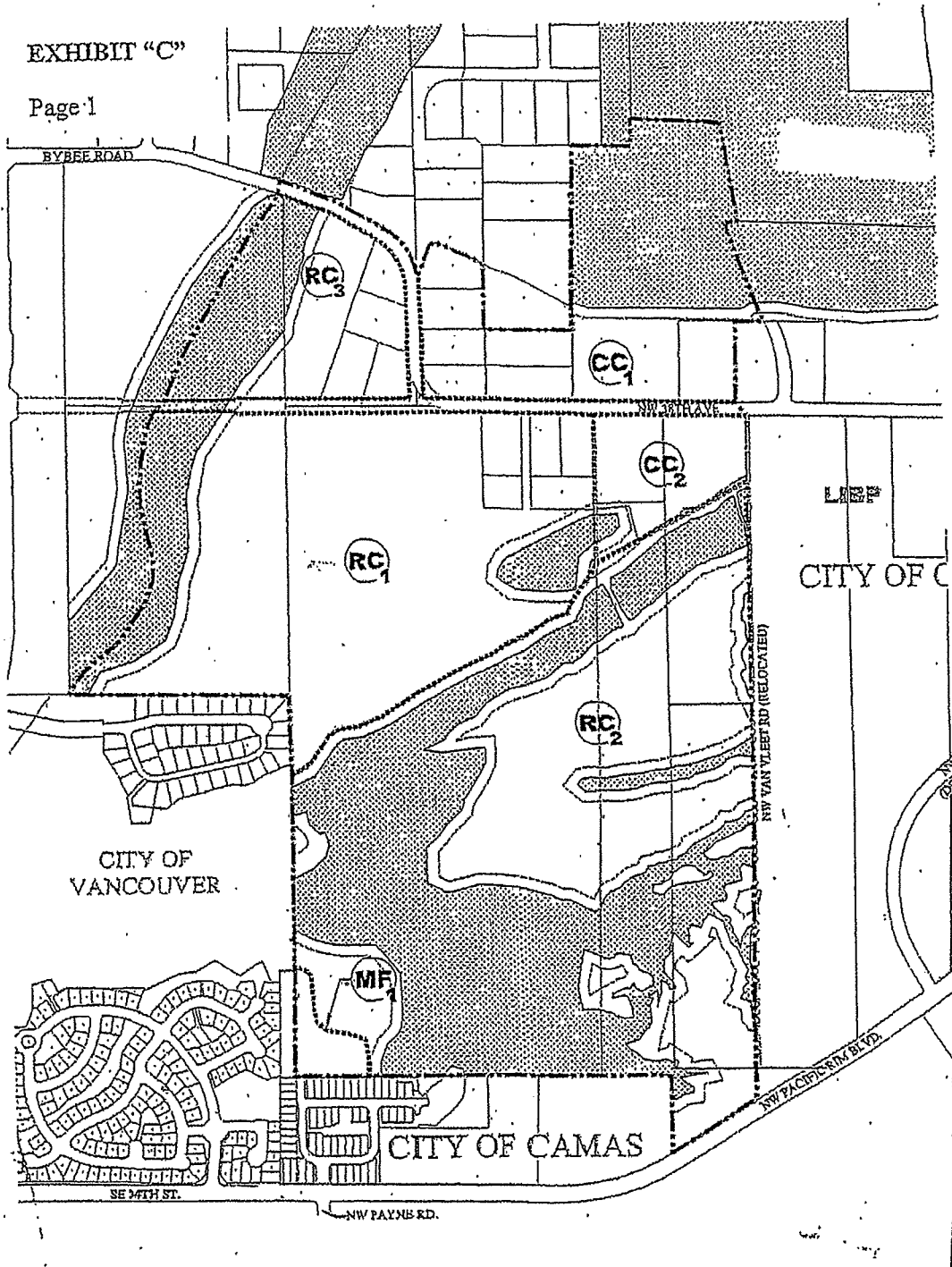


Scale: 1:8,615

EXHIBIT C TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

EXHIBIT "C"

Page 1



ANNEXATION ZONING

Page 2

WEST CAMAS STUDY AREA LAND USE TABLE		
08/30/07.	GROSS AREA	APPROX. NET AREA
RC1 REGIONAL COMMERCIAL	64.0 AC	52.4 AC
RC2 REGIONAL COMMERCIAL	101.3 AC	37.5 AC
RC3 REGIONAL COMMERCIAL	17.9 AC	9.1 AC
CC1 COMMUNITY COMMERCIAL	29.5 AC	14.3 AC
CC2 COMMUNITY COMMERCIAL	8.2 AC	7.1 AC
MF1 LOW DENSITY MULTIFAMILY (10/AC)	2.3 AC	2.3 AC
TOTAL NET AREA		122.7 AC
ROW - BYBEE AND 20TH/38TH	5.8 AC	
TOTAL STUDY AREA	229.0 AC	

APPROXIMATE EXISTING CLARK COUNTY ZONING AREAS (BASED ON 50' WETLAND BUFFERS)		
08/30/07	GROSS AREA	APPROX. NET AREA
BP	205.7 AC	105.2 AC
R1-6	17.5 AC	17.5 AC
TOTAL NET AREA		122.7 AC
ROW - BYBEE AND 20TH / 38TH	5.8 AC	
TOTAL STUDY AREA	229.0 AC	

EXHIBIT D TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

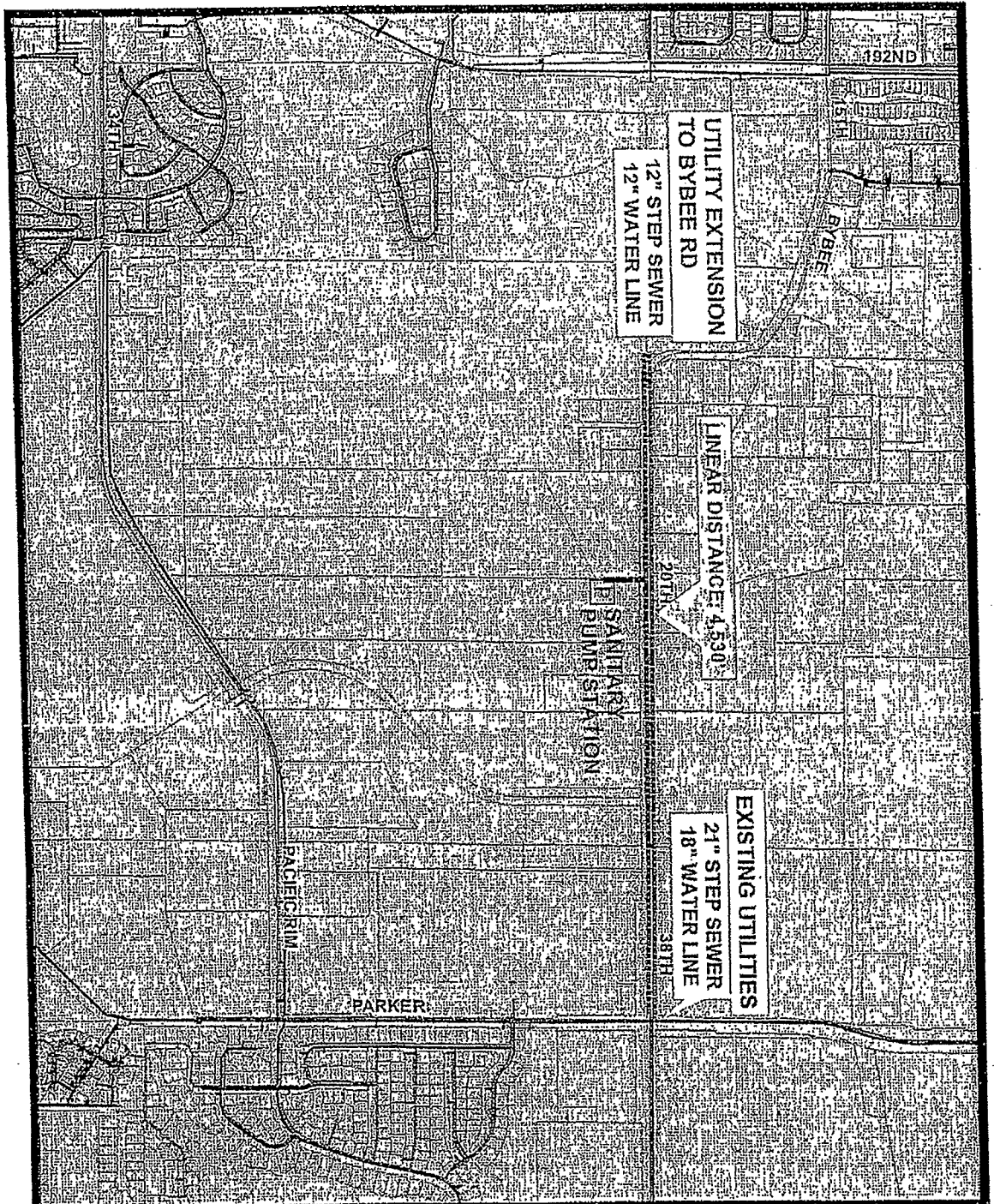
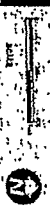
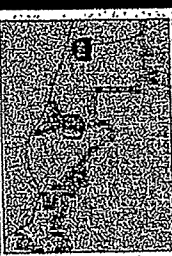


EXHIBIT D

- ✓ WATER EXTENSION
- ✓ SEWER EXTENSION
- ✓ WATER LINE
- ✓ SEWER LINE



SOURCE DATA
 ALL DATA IS BASED ON THE
 2011 AERIAL PHOTOGRAPHY
 AND FIELD SURVEY DATA
 PROVIDED BY THE CITY OF
 PORTLAND, OREGON.

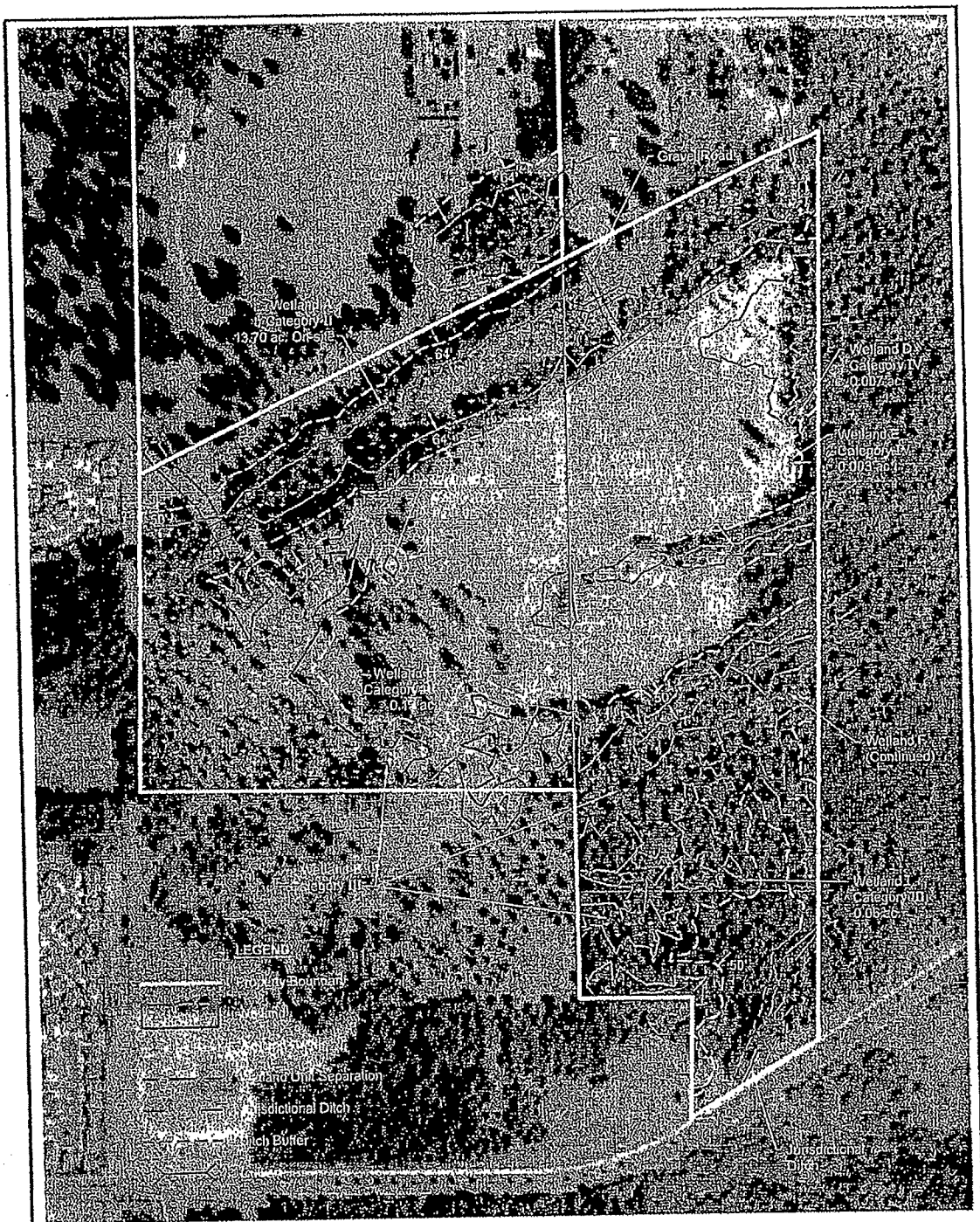


CLATSOP COUNTY
MACKENZIE
 1000 NE 10TH AVE, SUITE 100
 PORTLAND, OREGON 97232
 PHONE: 503.281.1234
 FAX: 503.281.1235
 WWW.CLATSOPCOUNTY.ORG

Exhibit E

Camas Municipal Code
Titles 16, 17, and 18
October 2007

Wetland Delineation



NOTE:

1. Wetland boundaries were surveyed using hand-held GPS units with a ± 20 ft. accuracy.
2. Aerial photograph provided by Google Earth™, 2006

ECOLOGICAL LAND SERVICES, INC.
 1157 3rd Ave., Suite 220 Longview, WA 98632
 (360) 578-1371 Fax: (360) 414-9305

DATE: 12/19/07
 OWN: GB
 REQ. BY: LW
 PRJ. MGR: LW
 CHK: MMW
 APPR:
 PROJ#: 1695.01

Figure 2
 SITE MAP
 Eiford/GVH Commercial Property
 Grass Valley Holdings and Dwayne Eiford
 City of Camas, Clark County, Washington
 Section 5, Township 1N, Range 3E, W.M.

7/24/08

**ENGINEERING PLANNING
FORESTRY**

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



**LANDSCAPE ARCHITECTURE
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REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

EXHIBIT A

Legal Description of a Portion of "Exhibit D" AF#3181188

A tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, being more particularly described as follows:

Beginning at a 1-3/4 inch brass disk at the northeast corner of section 5; thence along the north line of said section North 88°42'49" West 3065.08 feet to the **True Point of Beginning**; thence leaving said section line South 00°48'45" West 30.00 feet to a point; thence along a line parallel to and 30 feet southerly of said section line North 88°42'49" West 894.57 feet to the east line of the tract of land described as "Exhibit C" per auditor's file number 3181188; thence along the east line of said "Exhibit C" North 01°14'41" East 30.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "PLS 13935" on the north line of section 5; thence along the north line of said section South 88°42'49" East 894.35 feet to the **True Point of Beginning**.

The above described tract of land contains 26,834 square feet, more or less. The basis of bearings for the above described tract is Book 311 Page 53, Clark County Survey Records.

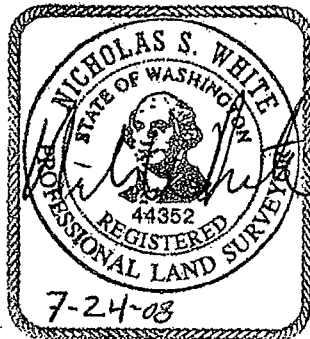
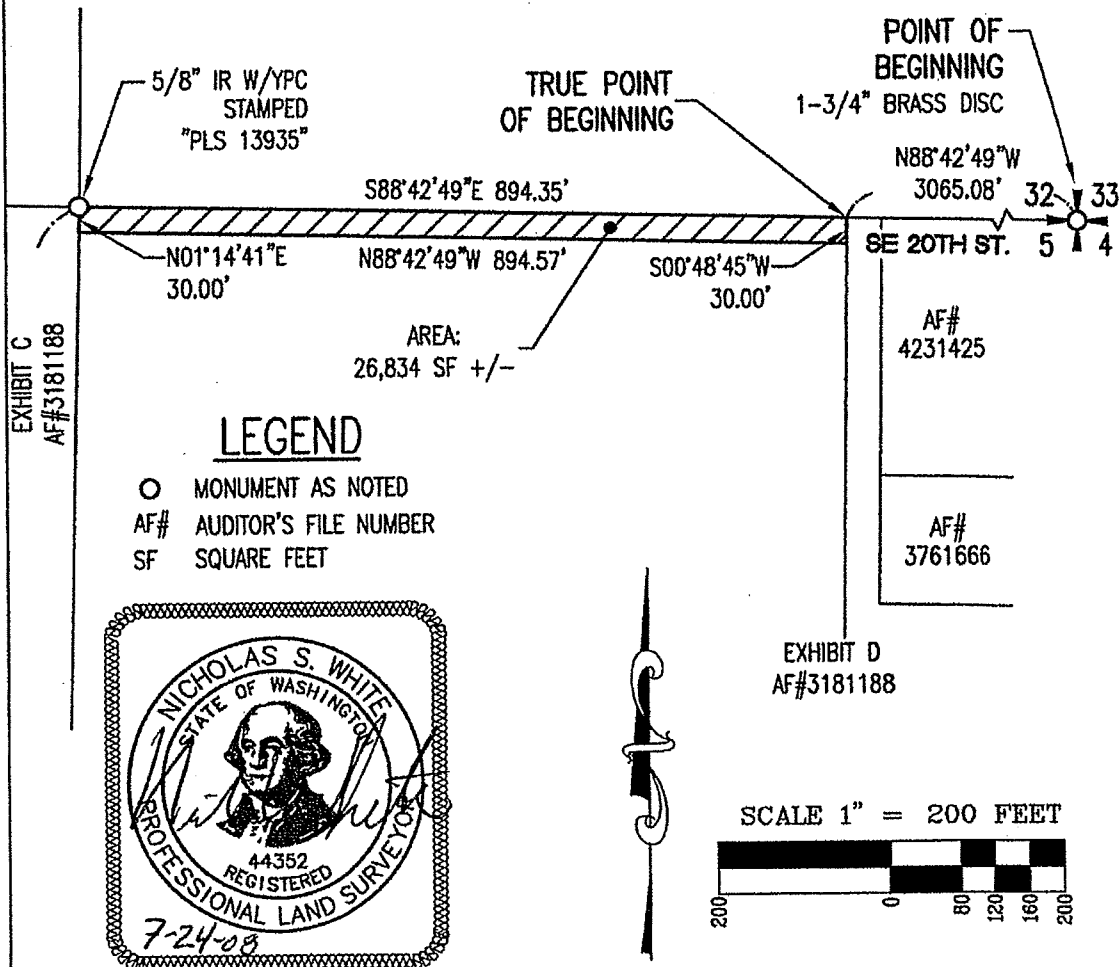


EXHIBIT B

MAP OF A PORTION OF "EXHIBIT D" AF#3181188

LOCATED IN THE NW 1/4 OF SECTION 5, T1N, R3E, W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON



LEGEND

- MONUMENT AS NOTED
- AF# AUDITOR'S FILE NUMBER
- SF SQUARE FEET

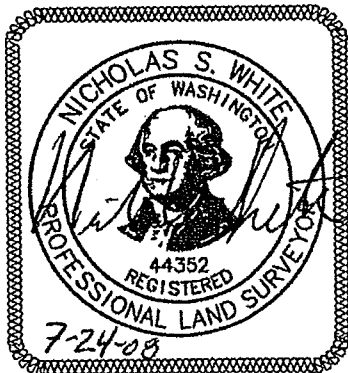


EXHIBIT D
AF#3181188

SCALE 1" = 200 FEET



BASIS OF BEARINGS IS PER
THE PLAT "AWBREY GLEN AT
FISHER'S LANDING", BOOK
311 PAGE 53 CLARK
COUNTY RECORDS.

JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	JJB
CKD BY:	NSW
DWG #:	1958LS-16

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EXHIBIT A

Legal Description of a Portion of "Exhibit C" AF#3181188

A tract of land located in the Southwest One-Quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, being more particularly described as follows:

Beginning at a 3 inch brass disk at the southwest corner of section 32; thence along the south line of said section South 88°42'49" East 697.30 feet to the east boundary of the tract described as "Easterly Parcel" per auditor's file number 4304611 and the **True Point of Beginning**; thence along the east boundary of said "Easterly Parcel" North 29°08'35" East 20.63 feet to a point; thence North 31°10'00" East 13.57 feet to a point; thence along a line parallel to and 30 feet northerly of the south line of section 32 South 88°42'49" East 605.91 feet to the east line the tract described as "Exhibit C" per auditor's file number 3181188; thence along the east line of said "Exhibit C" South 00°44'26" West 30.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "PLS 13935" on the south line of section 32; thence along the south line of said section North 88°42'49" West 622.59 feet to the **True Point of Beginning**.

The above described tract of land contains 18,432 square feet, more or less. The basis of bearings for the above described tract is Book 51 Page 100, Clark County Survey Records.

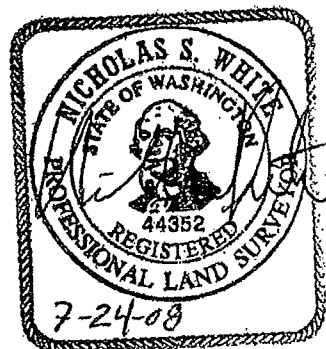
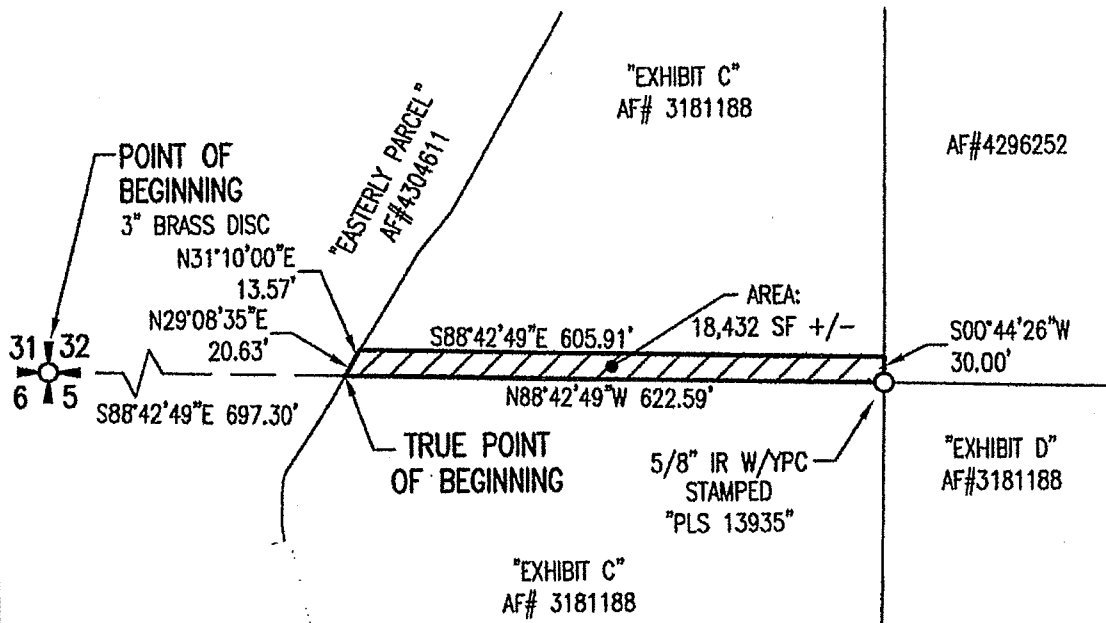


EXHIBIT B

MAP OF A PORTION OF "EXHIBIT C" AF#3181188

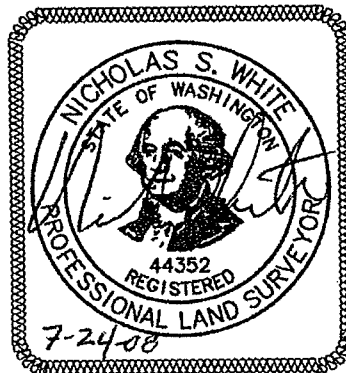
LOCATED IN THE SW 1/4 OF SECTION 32, T2N, R3E, W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON



LEGEND

- MONUMENT AS NOTED
- AF# AUDITOR'S FILE NUMBER
- SF SQUARE FEET

SCALE 1" = 200 FEET



BASIS OF BEARINGS IS
PER BOOK 51 PAGE 100,
CLARK COUNTY RECORDS.

JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	JJB
CKD BY:	NSW
DWG #:	1958LS-17

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EXHIBIT A

Legal Description of a Portion of "Exhibit C" AF#3181188

A tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, being more particularly described as follows:

Beginning at a 3 inch brass disk at the northwest corner of section 5; thence along the north line of said section South 88°42'49" East 697.30 feet to the east boundary of the tract described as "Easterly Parcel" per auditor's file number 4304611 and the **True Point of Beginning**; thence continuing along the north line of said section South 88°42'49" East 622.59 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "PLS 13935" on the east line of the tract described as "Exhibit C" per auditor's file number 3181188; thence along the east line of said "Exhibit C" South 01°14'41" West 30.00 feet to a point; thence along a line parallel to and 30 feet southerly of the north line of section 5 North 88°42'49" West 638.65 feet to a point on the east boundary of the tract described as "Easterly Parcel" per auditor's file number 4304611; thence along said east boundary North 32°04'59" East 3.22 feet to a point; thence North 29°08'35" East 30.81 feet to the **True Point of Beginning**.

The above described tract of land contains 18,916 square feet, more or less. The basis of bearings for the above described tract is Book 51 Page 100, Clark County Survey Records.

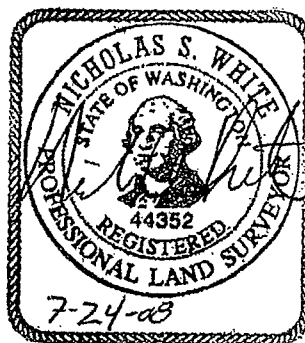
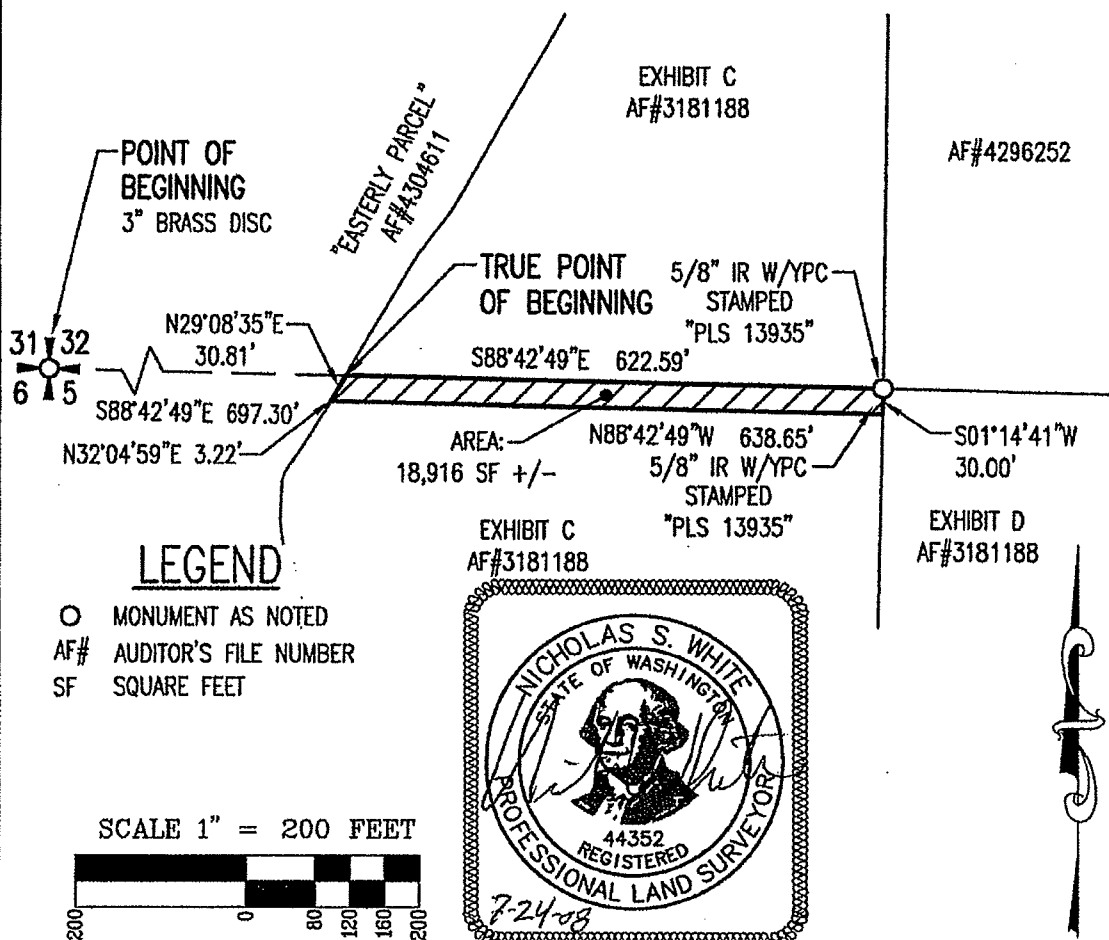


EXHIBIT B

MAP OF A PORTION OF "EXHIBIT C" AF#3181188

LOCATED IN THE NW 1/4 OF SECTION 5, T1N, R3E, W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON



BASIS OF BEARINGS IS
PER BOOK 51 PAGE 100,
CLARK COUNTY RECORDS.

JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	JJB
CKD BY:	NSW
DWG #:	1958LS-18

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FINAL

ADDENDUM TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Addendum to The Pre-Annexation Development Agreement ("Addendum") is entered into between the following Parties: City of Camas, a Washington Municipal Corporation, hereinafter the "City," and Grass Valley Holdings, LLC, a Nevada Limited Liability Company, APC Sunrise Summit LLC, a Washington Limited Liability Company, Skola, LLC, a Washington Limited Liability Company, and Matthew Robert Lugliani and David Robert Lugliani, as Trustees of the Lugliani Life Insurance Trust dated January 30, 1997 ("Lugliani Trust"), collectively GRASS VALLEY AFFILIATED ENTITIES and Lugliani Trust ("Grass Valley"), and Eiford Properties, LLC, a Washington Limited Liability Company ("Eiford"), and Fisher Creek Campus, LLC, a Washington Limited Liability Company ("Fisher").

RECITALS

- A. The Parties other than Fisher and the Lugliani Trust entered into a Pre-Annexation Development Agreement dated effective January 8, 2008 and recorded under Clark County Auditor's File No. 4411832 (the "Agreement"). Any capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
- B. The Agreement provided for, among other things, the City to construct certain sanitary sewer improvements, including a pump station and conveyance lines, subject to the terms and conditions set forth in the Agreement.
- C. The City has obtained from the applicable Parties, all NW 38th Ave. Right of Way dedications necessary for the construction of the utilities identified in this Addendum; and the City has approved a Site Plan Application under SPR08-09 for two 150,000 sq.ft. office buildings.
- D. Notwithstanding the timing of construction provided for in the Agreement, the Parties have determined that the sewer design provided for in the Agreement can be improved upon to the benefit of all of the Parties and the Parties wish to take advantage of these benefits by amending the Agreement to provide for a sewer design and construction consistent with Exhibit D-1 of this Addendum and on the dates as revised by this Addendum; provided that the Parties expressly acknowledge the City's obligation to begin construction of the pump station remains conditioned upon the issuance of a building permit as provided for herein.
- E. Fisher has now purchased portions of the Property. The Lugliani Trust has now purchased from Eiford the portion of the Property bearing Clark County Tax Parcel Account No. 177489-000 (the "Triangle Parcel").

- F. In order to better identify and efficiently integrate the future sewer service to property owned by Grass Valley north of NW 38th Avenue, this Addendum also provides for the dedication of a twenty foot (20') public easement for the location of a future sewer line GR-3B north of NW 38th Avenue, including within such easement, ingress and egress access for a ten foot (10') utility road, all located as depicted on Exhibit G attached to this Addendum and incorporated by reference herein, which may, at Grass Valley's sole discretion, be designed and constructed by Grass Valley, at its sole cost, with no cost to any other party to this Addendum. Location of sewer line GR-3B as shown on Exhibit G is subject to compliance with the requirements identified in the second sentence of Section 3 below.

NOW THEREFORE, the Parties desire to enter into this Addendum to amend the Agreement, including the sanitary sewer design provided for in the Agreement.

AGREEMENT

SECTION 1 EXHIBIT D.

Exhibit D of the Agreement shall be stricken in its entirety and replaced with the revised Exhibit D-1, attached to this Addendum and incorporated by reference herein. Any references in the Agreement or this Addendum to Exhibit D shall only apply to the revised Exhibit D-1 attached to this Addendum.

SECTION 2 SEWER AND WATER DESIGN, CONSTRUCTION AND OPERATION.

Section 6 of the Agreement shall be stricken in its entirety and replaced with the following:

Section 6. Sewer and Water

The City agrees to design and construct the extension of water and sewer facilities (which phrase as used herein shall include, without limitation, the Pump Station, defined below, subject to the specific provisions relating to the Pump Station set forth in Sections 7 and 8 herein) substantially in accordance with the water and sewer improvements plan and map attached hereto as Exhibit D-1; provided, however, that Grass Valley, Eiford and Fisher shall be jointly responsible for providing to the City construction drawings acceptable to the City and surveying (but not construction staking) for the construction and installation of sewer lines GR-1B, and GR-2B, as shown on Exhibit D-1. Such construction drawings shall not include permitting or mitigation. If Grass Valley desires to construct sewer line GR-3B, Grass Valley shall be solely responsible for providing to the City construction drawings of line GR-3B, as shown on Exhibit G prior to receiving approval to construct line GR-3B; and provided further, that Grass Valley shall be solely responsible for all costs associated with the design, permitting or

construction of sewer line GR-3B and no other party to this Agreement shall be responsible for or bear any costs associated with the permitting, design or construction of GR-3B; provided, however, that if the City desires to increase the capacity of GR-3B over that reflected in Grass Valley's design, the City shall be responsible for all costs associated with such increase in capacity. The design work for sewer lines GR-1B and GR-2B shall be completed and delivered to the City by March 19th, 2010; and if such design work is not completed and delivered to the City by such date, the City's remedy shall be that the deadlines set forth in Section 6.2 of this Agreement for the City to complete construction of the sewer and water facilities shall be extended on a day-for-day basis by the number of days from March 19th, 2010 to the date such design work is completed and delivered to the City. All sewer and water facilities shall be designed and constructed to serve each respective portion of the Property at a level of use authorized by the zoning identified in Exhibit C for such portion of the Property. Design of the sewer and water facilities (other than GR-1B, GR-2B, and GR-3B) by the City shall be completed by April 30, 2010. Upon completion of design of all the sewer and water facilities identified in Exhibit D-1, the City will promptly prepare and submit any application or information to the Washington Department of Ecology (DOE) or the Washington Department of Health (DOH) necessary for the City to construct and utilize the sewer and water facilities identified in Exhibit D-1; and, the City shall thereafter diligently pursue any approvals necessary from DOH or DOE to provide sewer or water services to the Property. Once constructed, such water and sewer facilities will be operated and maintained by the City as part of its public water and sewer systems.

SECTION 3 LOCATION OF SEWER LINES GR-1B, GR-2B, GR-3B AND PUMP STATION.

The sewer lines GR-1B and GR-2B, as depicted on Exhibit D-1 shall be located within the respective areas legally described on Exhibits D-2 and D-3 attached hereto, and shall require no mitigation; provided however, that the City and Eiford may agree to a different location. If Grass Valley elects to design and construct sewer line GR-3B, such line shall be located as depicted on Exhibit G, subject to completion of engineering and submission of a U.S. Army Corps of Engineers – verified wetland delineation, to Camas standard mitigation requirements and to Grass Valley providing a permanent easement to the City pursuant to Section 6 of this Addendum over the entire GR-3B sewer line north to Bybee Road. Notwithstanding the foregoing, the City and Grass Valley may agree to a different location for sewer line GR-3B. The sewer pump station ("Pump Station") shown as PS-1B on Exhibits D-1 and G shall be located on the portion of the Triangle Parcel legally described on Exhibit F (the "Pump Station Parcel"). The foot print (as opposed to the wet well) for the Pump Station on the Pump Station Parcel shall be in a location that is consistent with the applicable codes, operation/maintenance requirements

of the City, and reasonably maximizes the developable land area in the vicinity of the foot print. Further, the sewer and water facilities, including the Pump Station, shall be designed to serve each respective portion of the Property at a level of use authorized by the zoning identified in Exhibit C of the Agreement for such applicable portion of the Property. The Pump Station facilities on the Pump Station Parcel shall not be located in a location which requires sewer lines GR-1B or GR-2B to be located further from the buffer of the Fisher Swale wetland than is depicted on Exhibit D-1 without the written consent of Eiford.

SECTION 4 TIMING OF CONSTRUCTION OF SEWER AND WATER FACILITIES EXCEPT FOR THE SEWER PUMP STATION

The City's requirement in Section 6.2 of the Agreement to "complete construction of the sewer and water facilities identified in Exhibit D, except for the Pump Station" is hereby amended to require such construction (as depicted on Exhibit D-1) be completed by the City by August 31, 2010. The City will not withhold the issuance of properly applied for building permits on the Property based upon the incompleteness of construction of the sewer and water facilities identified in Exhibit D-1. On or prior to March 19th, 2010, the Developers shall agree upon and provide to the City, elevation and topographic information about lines GR-1B and GR-2B sufficient to allow the City to establish the elevation of the bottom of the wet well for the Pump Station; if such information is not provided to the City by such date, the City's remedy shall be that the deadline set forth in Section 6 of the Agreement (as amended by Section 2 of this Addendum) for the City to complete design of the sewer and water facilities (other than GR-1B, GR-2B, and GR-3B) shall be extended on a day-for-day basis by the number of days from March 19th, 2010 to the date such information is provided to the City. In the event the City is unable to complete its obligations under this Section of the Addendum, solely because of delay caused by an outside regulatory agency as provided for in Section 6.2 of the Agreement or by an Act of God (including, but not limited to, earthquake, flood, tornado and other extreme acts of nature), then the City, while exercising due diligence to complete the construction as quickly as reasonably possible, reserves the right, in order to avoid constructing during the wet winter months, to complete construction and have operational, the sewer and water facilities the following year, as soon as is reasonably practicable, based upon weather and soil conditions, but in no event completing construction after April 1, 2011. Additionally, should the lowest bid amount received by the City for the third party costs of construction of the sewer and water facilities and the Pump Station collectively (including costs of land acquisition for the Pump Station, permits and wetland or buffer mitigation, if any, but excluding the frontage road and frontage improvements for NW 38th Avenue) (collectively, the "Project Construction"), be more than the amount authorized by the City Council as part of the adoption and execution of this Addendum, said amount being 2.2 Million Dollars (\$2,200,000) (the "Authorized Amount"), then the City shall be afforded a reasonable time to have the City Council lawfully rebid the construction of the sewer and water facilities and the Pump Station, authorize the expenditure of the higher amount or effect the Pump Station Construction Downsize as described in Section 8 of this Addendum, but in no event shall the City delay the completion of construction of the sewer and

water facilities, identified in Exhibit D-1, (except for a portion of the Pump Station in accordance with the Pump Station Construction Downsize provisions in Section 8), due to the cost of Project Construction exceeding the Authorized Amount, beyond October 31, 2010. Nothing herein shall abrogate the City's obligations created under the Agreement and the Addendum to acquire the Pump Station Parcel for its appraised value and to construct the sewer and water facilities and the Pump Station identified in the Addendum.

SECTION 5 TEMPORARY CONSTRUCTION EASEMENTS.

Grass Valley and Fisher, respectively, will prepare and provide to the City within thirty days of the City's execution of this Addendum, draft forms of any temporary construction easements for the Pump Station and FM-2B force main line reasonably necessary to allow the City to construct the Pump Station and FM-2B force main line identified in Exhibit D-1 that are proposed to be constructed on any applicable portion of the Property owned by Grass Valley or Fisher. Grass Valley and Eiford, respectively, will prepare and provide to the City within thirty days of the City's approval of the construction drawings for sewer lines FM-1B, GR-1B and GR-2B, respectively, draft forms of any temporary construction easements for such force main line and gravity sewer lines reasonably necessary to allow the City to construct such force main line and gravity sewer lines identified in Exhibit D-1 that are proposed to be constructed on the applicable portions of the Property owned by Grass Valley or Eiford. The City and Fisher, Grass Valley and Eiford, as applicable, shall use their reasonable best efforts to agree on the forms of such temporary construction easements as soon as reasonably possible after the City's receipt of such draft easements.

SECTION 6 PERMANENT EASEMENTS.

Upon the City's completion of the improvements identified on Exhibit D-1 for GR-1B and GR-2B lines and acceptance of those improvements by the City, Eiford shall prepare and provide to the City permanent easements (in a form mutually acceptable to the City and Eiford) reasonably necessary to allow the City to repair, operate and maintain the sewer and water facilities for GR-1B and GR-2B lines identified in Exhibit D-1 that are proposed to be constructed on the Eiford property; provided however, that this sentence shall not apply to the sewer Pump Station, FM-1B, FM-2B or GR-3B identified on Exhibits D-1 and/or G. Regardless of whether Grass Valley proceeds to design and construct sewer line GR-3B, Grass Valley agrees, upon request by the City, to prepare and provide to the City such permanent easements (in forms mutually acceptable to the City and Grass Valley) as may be reasonably required to allow the City, at the City's expense, to construct (if not constructed by Grass Valley), repair, operate and maintain the sewer and water facilities for the GR-3B line identified in Exhibit G.

SECTION 7 SEWER PUMP STATION.

The first, second and third sentences of Section 6.1 of the Agreement shall be stricken in their entirety and replaced with the following:

Section 6.1:

Prior to the City's construction of the Pump Station, Grass Valley shall dedicate the Pump Station Parcel to the City. In consideration for such dedication, the City will pay Grass Valley the appraised value of the Pump Station Parcel, and such appraised value shall take into consideration any increased value of the Pump Station Parcel due to already completed surveys, delineations and environmental reports affecting the Pump Station Parcel. The City shall order an appraisal of the Pump Station Parcel within thirty (30) days following execution of this Addendum. Grass Valley and the City shall each bear one-half the cost of the appraisal. Closing of the City's acquisition of the Pump Station Parcel shall occur within sixty (60) days of completion of the appraisal. The Pump Station location is the entrance to Camas and the Grass Valley commercial center. The City and Grass Valley acknowledge that the appearance at such location is important and shall seek to minimize the negative impacts of the facility with buffer plantings and green vinyl clad fencing and shall give effect to the Camas code requirement of a 30 foot setback from the right of way. In connection with its construction of the Pump Station, the City shall improve the frontage road on NW 38th Avenue along the frontage of the property on which the Pump Station is sited. The City may construct the frontage improvements after the Pump Station construction is completed, but in no event shall such construction be completed later than the date any portion of 38th Ave is improved west of Bybee Road or extended to the east edge of the Fisher Swale. In the event that prior to the conveyance of the Pump Station Parcel to the City, a building permit is issued on a portion of the Property that has received site plan approval, (thus triggering the City's construction timelines under this Agreement), the City shall prepare and cause to be delivered to Grass Valley a possession and use agreement granting the City temporary possession and use of the Pump Station Parcel for the purpose of constructing a Pump Station pending completion of the conveyance process. Provided the City is not then in default of its appraisal and acquisition obligations regarding the Pump Station Parcel under this Section 7, Grass Valley shall execute the possession and use agreement within ten days of receipt of the agreement by Grass Valley. The possession and use agreement shall provide for Grass Valley and the City to indemnify the other from any negligent acts of the other party, including that party's agents, independent contractors or assigns.

SECTION 8 TIMING OF PUMP STATION CONSTRUCTION.

The City's obligation to bid or construct the Pump Station by dates or times certain provided for in Section 6.2 of the Agreement (but not the City's obligation to construct as such) shall be stricken and replaced with the following:

The City shall complete construction, and have operational, the Pump Station within 120 days of the issuance of a building permit on any portion of the Property that has received site plan approval; provided however, if said building permit is issued between July 1st and December 31st of any year, then the City, while exercising good faith to complete the construction, reserves the right to complete construction and have operational, the Pump Station the following year, as soon as is reasonably practicable, based upon weather and soil conditions, but in no event starting the construction after May 1st of said following year and in no event completing construction and having the Pump Station operational after August 31, of that same year. If said building permit is issued between January 1st and April 30th of any year, construction shall begin no later than May 1st and the Pump Station shall be completed and operational by August 31st of that year. In the event the City is unable to complete its obligations under this Section of the Addendum, solely because of delay caused by an outside regulatory agency as provided for in Section 6.2 of the Agreement or by an Act of God (including, but not limited to, earthquake, flood, tornado and other extreme acts of nature), then the City, while exercising due diligence to complete the construction as quickly as reasonably possible, reserves the right, solely to avoid constructing during the wet winter months, to complete construction of the Pump Station and have it operational the following year, as soon as is reasonably practicable, based upon weather and soil conditions, but in no event completing construction of the Pump Station and having it operational after July 31st of that following year. Notwithstanding the preceding sentence, if the City, prior to April 15th, receives a "written notice of intent to apply for a building permit within sixty 60 days" on any portion of the Property that has received site plan approval, and a building permit is applied for within that time period, then the latest date to complete construction shall not be July 31st of the following year, but shall instead be April 1st of the following year. In the event the lowest bid amount received by the City for the Project Construction is more than the Authorized Amount, then the City reserves the right, on an interim basis, to construct the Pump Station to a capacity that is sufficient to serve the building(s) that gave rise to the City's obligation to construct the Pump Station under this section, plus any additional capacity to the extent funds are available within the Authorized Amount (the "Pump Station Construction Downsize"); provided, however, notwithstanding the City's right to effect the Pump Station Construction Downsize on an interim basis, the City shall nevertheless design the Pump Station to the full capacity required under Section 2 of this Addendum and construct and install as part of the Pump Station Construction Downsize the full pad and electrical connections that will be necessary for the Pump Station at such full capacity. In the event the City's right

to effect the Pump Station Construction Downsize on an interim basis is triggered and the City elects to effect the Pump Station Construction Downsize, the City's obligation under Section 2 of this Addendum to construct the Pump Station "designed and constructed to serve each respective portion of the Property at a level of use authorized by the zoning identified in Exhibit C [of the Agreement] for such portion of the Property", shall not be abrogated or reduced, but instead shall be triggered by the next building permit applied for on any portion of the Property that has received site plan approval whose sewer demand causes a need for Pump Station capacity in excess of that possessed by the interim Pump Station constructed pursuant to the Pump Station Construction Downsize. In that event, the City shall construct an expansion of the Pump Station to meet such increased demand for capacity within 120 days of the issuance of that building permit. The City acknowledges that this Section 8 may require the City to construct multiple expansions of the Pump Station.

SECTION 9 PAYMENT OF SDC CHARGES.

Nothing herein is intended to alter the obligation of the property owners or future developers of the Property from paying the then applicable SDC charges for sewer and/or water.

SECTION 10 OTHER PROVISIONS.

The provisions of the Agreement that are not modified by this Addendum remain unchanged and in full force and effect.

SECTION 11 SIGNATURES.

This Addendum may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

Dated: _____, 2010

CITY OF CAMAS, WASHINGTON

By (person signing) _____
Title _____

GRASS VALLEY HOLDINGS, LLC

By (person signing) _____
Title _____

APC SUNRISE SUMMIT, LLC

By (person signing) _____
Title _____
SKOLA, LLC

By (person signing) _____
Title _____

LUGLIANI TRUST

Matthew Robert Lugliani, as Trustee of the
Lugliani Life Insurance Trust dated January 30, 1997

David Robert Lugliani, as Trustee of the
Lugliani Life Insurance Trust dated January 30, 1997

EIFORD PROPERTIES, LLC

By (person signing) Donald K. Eiford
Title President

FISHER CREEK CAMPUS, LLC

By (person signing) _____
Title _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

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

Dated: _____

NOTARY PUBLIC and for the State of:
residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
):ss.
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **GRASS VALLEY HOLDINGS, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC and for the State of:
residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
):ss
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **APC SUNRISE SUMMIT, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC and for the State of:
residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
):ss
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **SKOLA, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC and for the State of:
residing at _____
My appointment expires: _____

STATE OF _____)
):ss
COUNTY OF _____)

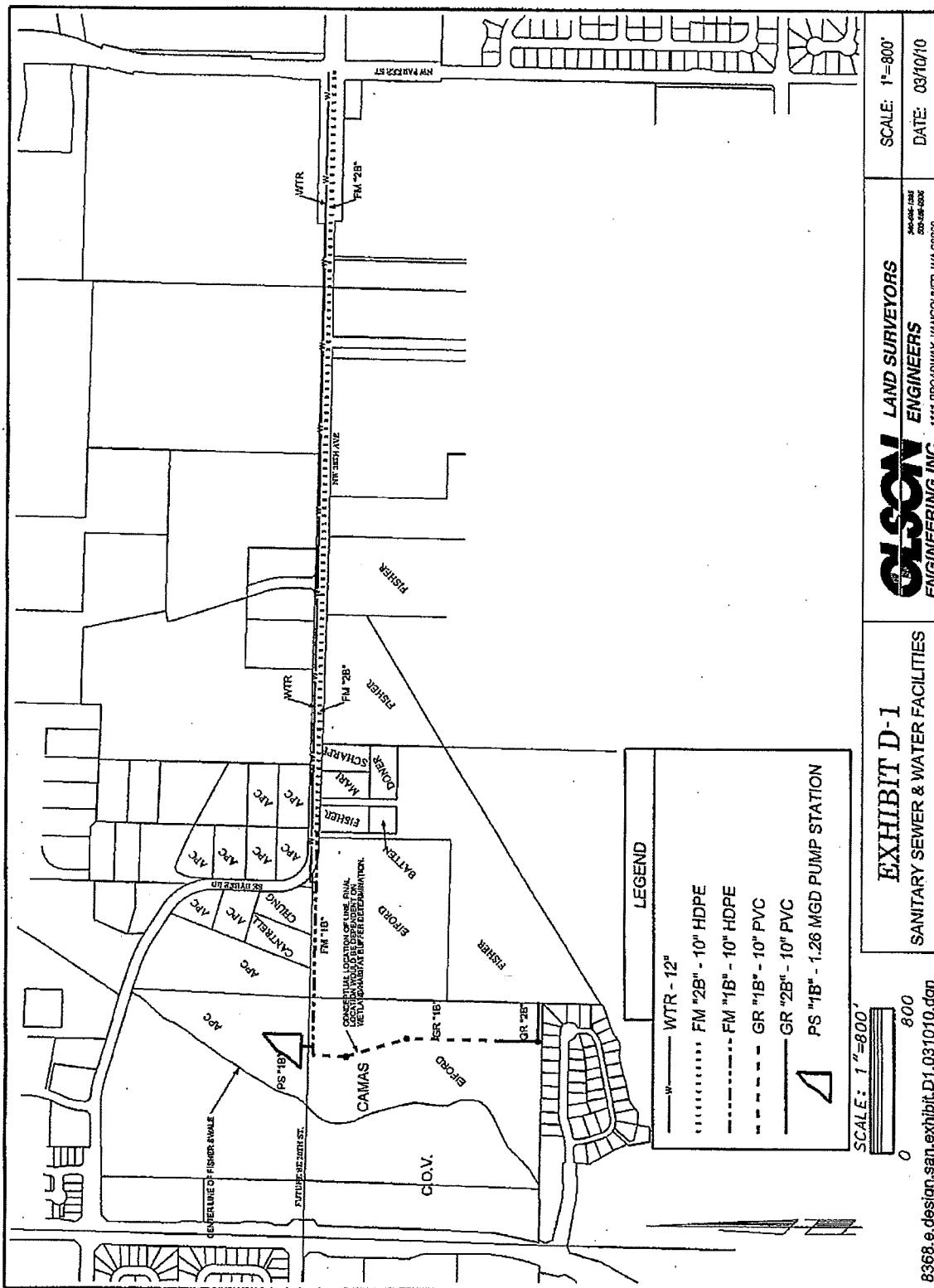
residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
):ss
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the
_____ of **FISHER CREEK CAMPUS, LLC** and acknowledged that he signed this
document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC and for the State of:
residing at _____
My appointment expires: _____



SCALE: 1"=800'

DATE: 03/10/10

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC., 1111 BROADWAY, HANCOCK, MA 01930

EXHIBIT D-1
SANITARY SEWER & WATER FACILITIES

**ENGINEERING PLANNING
FORESTRY**

12011 NE 99th Street, Suite 1530
Vancouver, WA 98682
Phone: (360) 882-0419
Fax: (360) 882-0426



**LANDSCAPE ARCHITECTURE
SURVEYING**

AKS Group of Companies:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Sheet 1 of 2

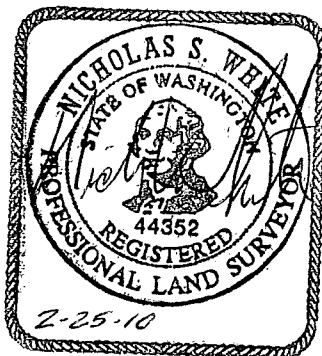
EXHIBIT D-2

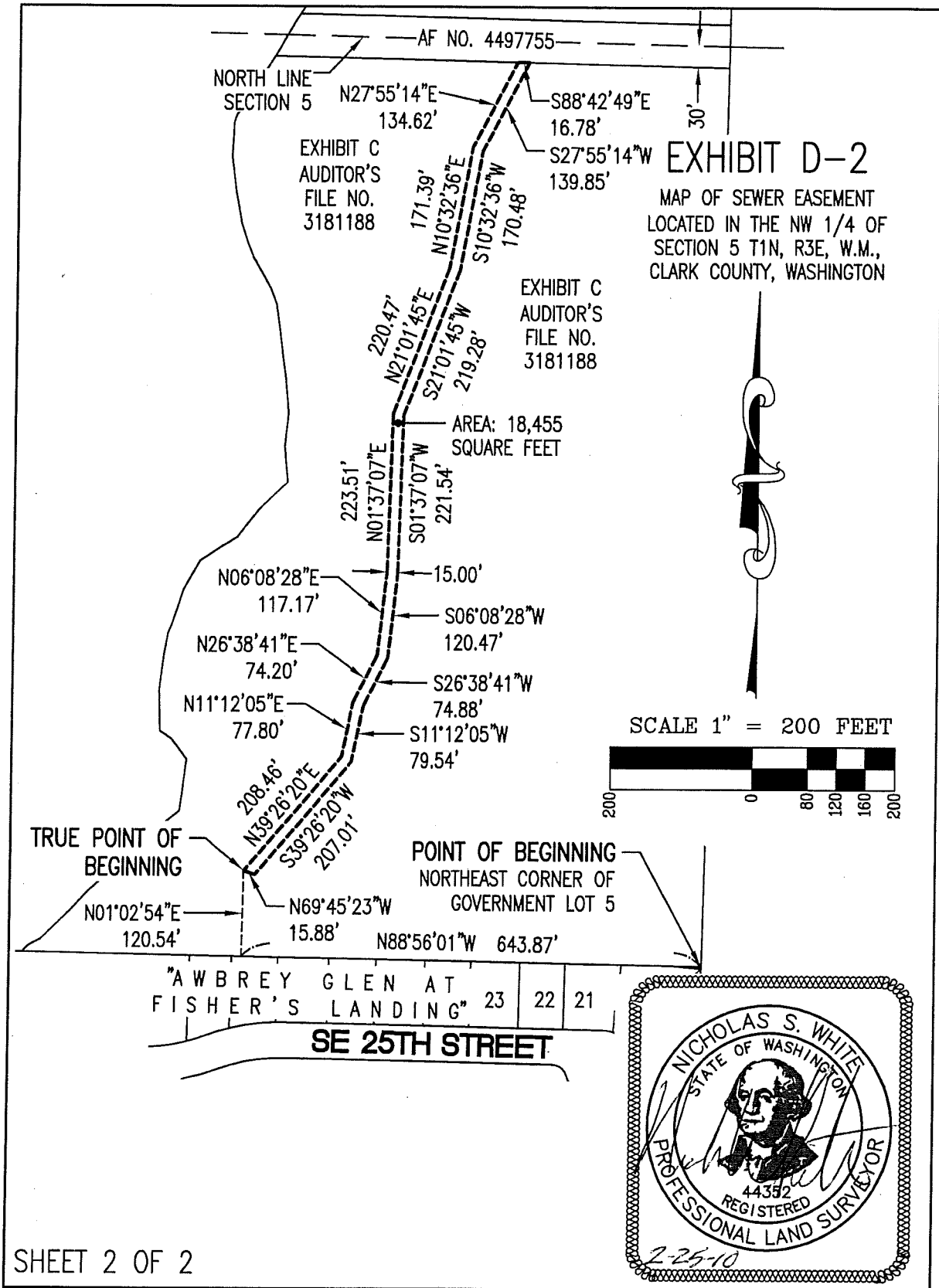
Legal Description of Sewer Easement

A portion of Exhibit C Auditor's File Number 3181188, being a tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

Beginning at the northeast corner of Government Lot 5, thence along the north line of "Awbrey Glen at Fisher's Landing" North 88°56'01" West 643.87 feet to a point; thence North 01°02'54" East 120.54 feet to the True Point of Beginning; thence North 39°26'20" East 208.46 feet to a point; thence North 11°12'05" East 77.80 feet to a point; thence North 26°38'41" East 74.20 feet to a point; thence North 06°08'28" East 117.17 feet to a point; thence North 01°37'07" East 223.51 feet to a point; thence North 21°01'45" East 220.47 feet to a point; thence North 10°32'36" East 171.39 feet to a point; thence North 27°55'14" East 134.62 feet to a point on the south line of Auditor's File Number 4497755; thence along said south line South 88°42'49" East 16.78 feet to a point; thence South 27°55'14" West 139.85 feet to a point; thence South 10°32'36" West 170.48 feet to a point; thence South 21°01'45" West 219.28 feet to a point; thence South 01°37'07" West 221.54 feet to a point; thence South 06°08'28" West 120.47 feet to a point; thence South 26°38'41" West 74.88 feet to a point; thence South 11°12'05" West 79.54 feet to a point; thence South 39°26'20" West 207.01 feet to a point; thence North 69°45'23" West 15.88 feet to the True Point of Beginning.

The above described tract of land contains 18,455 square feet, more or less.





**ENGINEERING PLANNING
FORESTRY**

12011 NE 99th Street, Suite 1530
Vancouver, WA 98682
Phone: (360) 882-0419
Fax: (360) 882-0426



**LANDSCAPE ARCHITECTURE
SURVEYING**

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Sheet 1 of 2

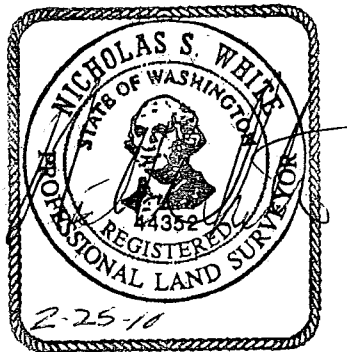
EXHIBIT D-3

Legal Description of Sewer Easement

A portion of Exhibit C Auditor's File Number 3181188, being a tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

Beginning at the northeast corner of Government Lot 5, thence along the north line of "Awbrey Glen at Fisher's Landing" North 88°56'01" West 643.87 feet to a point; thence North 01°02'54" East 120.54 feet to a point; thence South 69°45'23" East 15.88 feet to a point; thence South 01°02'54" West 100.32 feet to a point; thence South 88°56'01" East 628.92 feet to a point on the east line of Exhibit C Auditor's File Number 3181188; thence along said east line South 01°14'41" West 15.00 feet to the Point of Beginning.

The above described tract of land contains 11,202 square feet, more or less.



POINT OF BEGINNING
NORTHEAST CORNER OF
GOVERNMENT LOT 5

EXHIBIT D
AUDITOR'S FILE NO.
3181188

EXHIBIT D-3

MAP OF SEWER EASEMENT
LOCATED IN THE NW 1/4 OF
SECTION 5 T1N, R3E, W.M.,
CLARK COUNTY, WASHINGTON

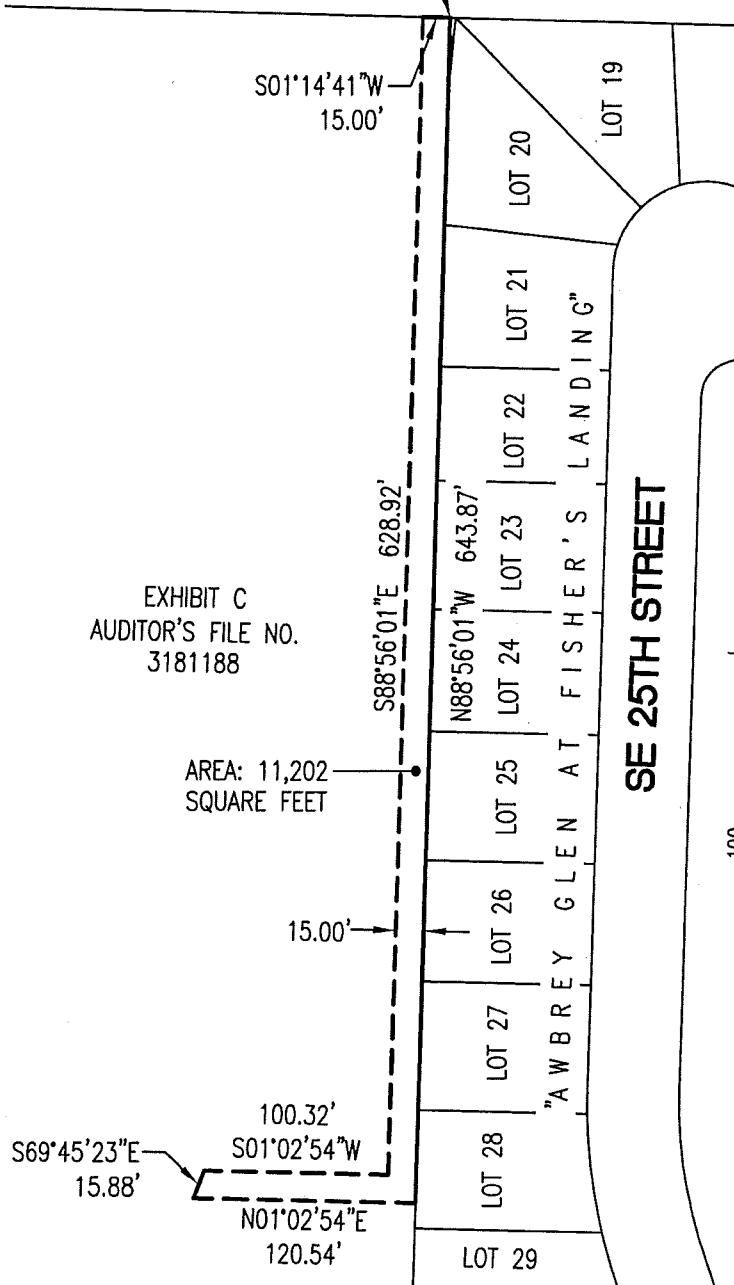


EXHIBIT C
AUDITOR'S FILE NO.
3181188

AREA: 11,202
SQUARE FEET

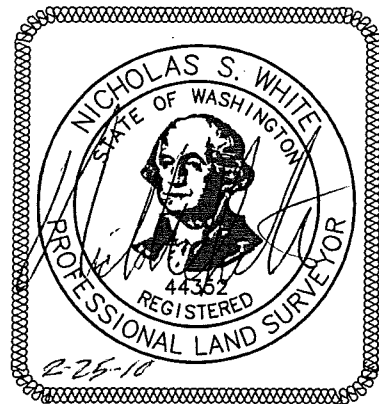
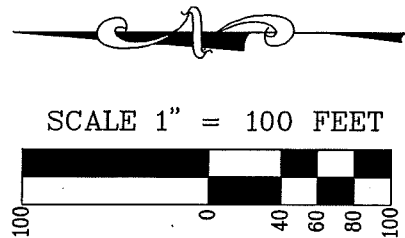
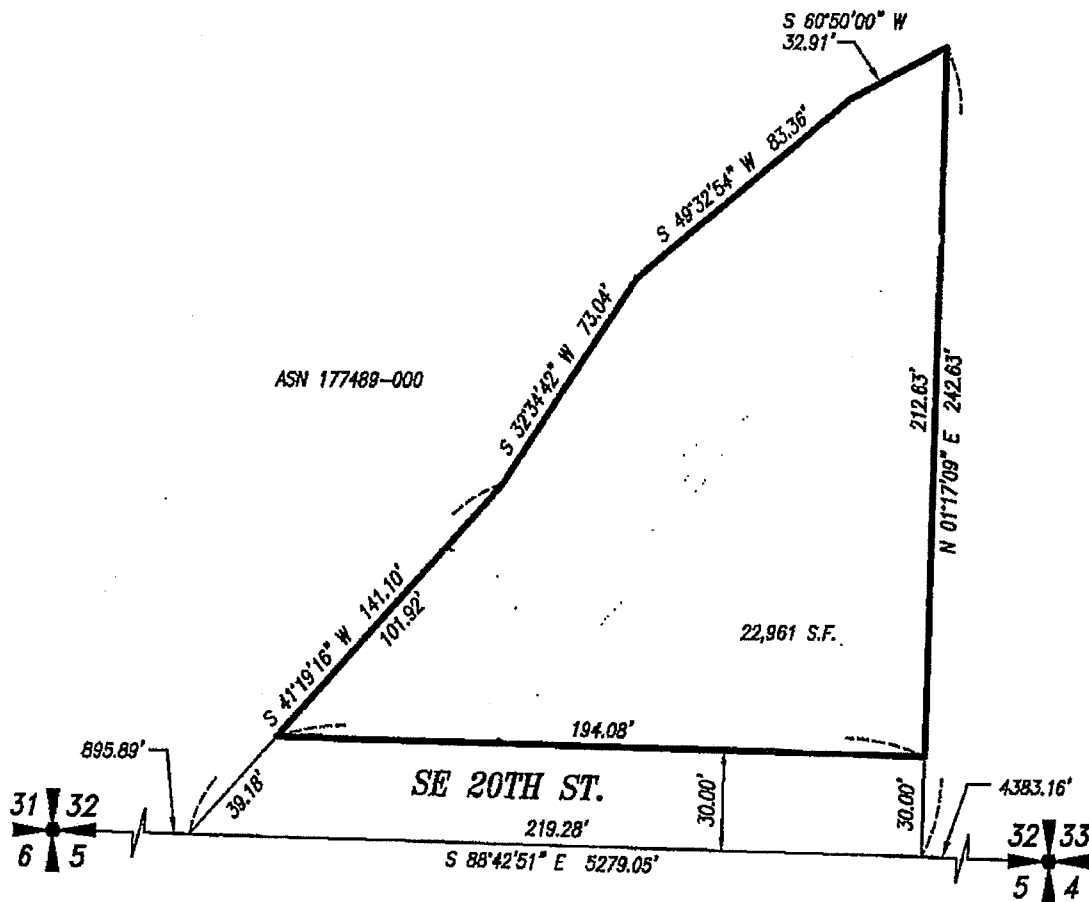


EXHIBIT "F"
PUMP STATION SITE

A PORTION OF THE SW 1/4 OF SECTION 32,
T. 2 N., R. 3 E., OF THE W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON



NOT TO SCALE



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660

FILE: J:\DATA\8000\8300\8360\8368\SURVEY\8368.SLS11.DWG

EXHIBIT "F"

LEGAL DESCRIPTION FOR PUMP STATION SITE

March 10, 2010

A parcel of property in the Southwest quarter of Section 32, Township 2 North, Range 3 East of the Willamette Meridian in the City of Vancouver, Clark County, Washington, being more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest quarter of said Section 32;

THENCE South 88° 42' 51" East along the South line of said Section 32 a distance of 895.89 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 88° 42' 51" East along said South line a distance of 219.28 feet;

THENCE North 01° 17' 09" East a distance of 242.63 feet;

THENCE South 60° 50' 00" West a distance of 32.91 feet;

THENCE South 49° 32' 54" West a distance of 83.36 feet;

THENCE South 32° 34' 42" West a distance of 73.04 feet;

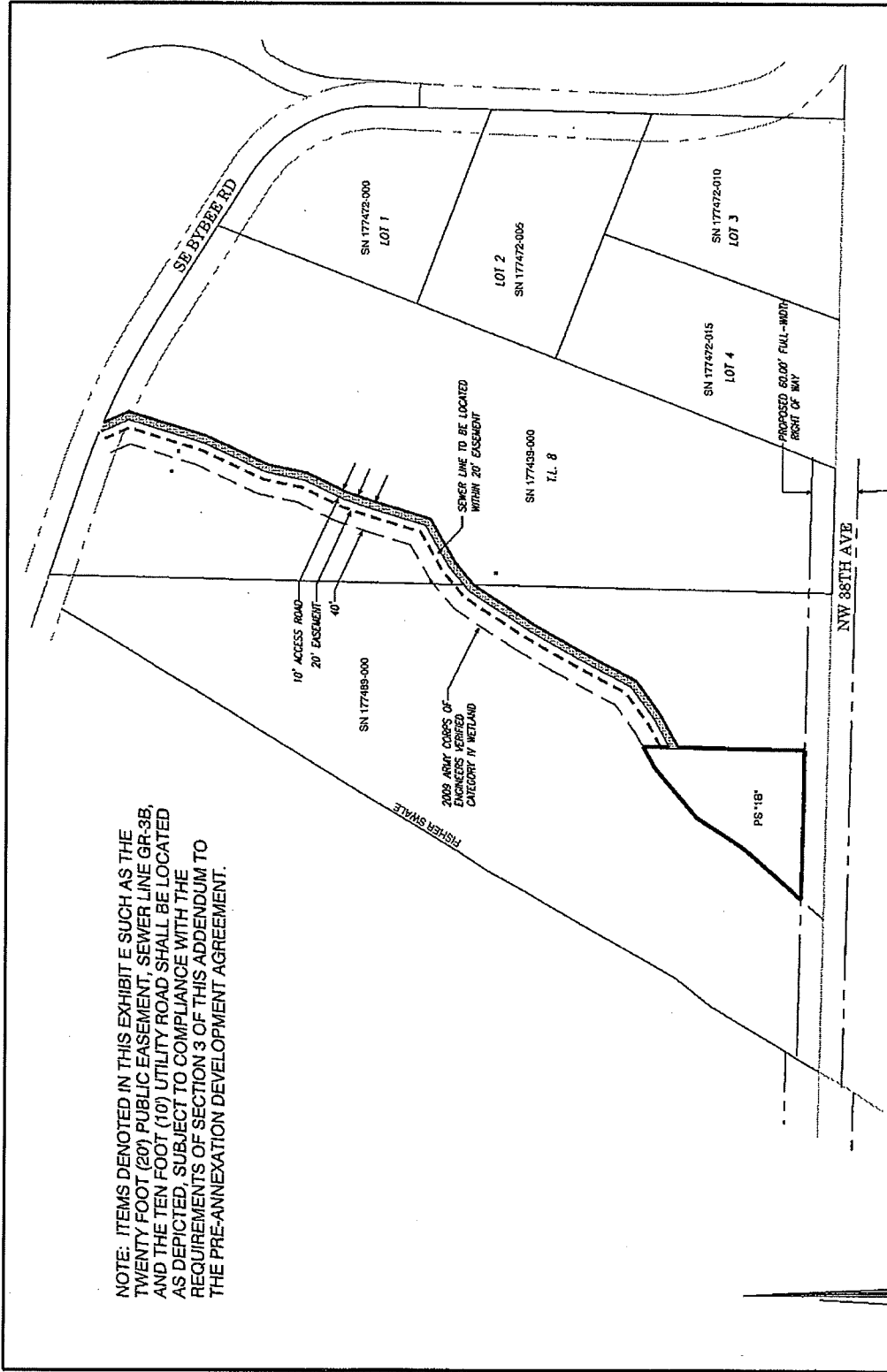
THENCE South 41° 19' 16" West a distance of 141.10 feet to the TRUE POINT OF BEGINNING.

EXCEPT the South 30.00 feet thereof.

Containing approximately 22,961 square feet.



NOTE: ITEMS DENOTED IN THIS EXHIBIT E SUCH AS THE TWENTY FOOT (20') PUBLIC EASEMENT, SEWER LINE GR-3B, AND THE TEN FOOT (10') UTILITY ROAD SHALL BE LOCATED AS DEPICTED, SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS OF SECTION 3 OF THIS ADDENDUM TO THE PRE-ANNEXATION DEVELOPMENT AGREEMENT.



8368.e.design.san.exhibit E.031110.dgn

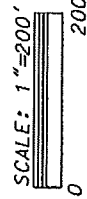


EXHIBIT E
SANITARY SEWER FACILITIES

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660

SCALE: 1"=200'
DATE: 03/11/10

SECOND ADDENDUM TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Second Addendum to The Pre-Annexation Development Agreement (“Addendum”) is entered into between the following Parties: City of Camas, a Washington Municipal Corporation, hereinafter the “City,” and Grass Valley Holdings, LLC, a Nevada Limited Liability Company, APC Sunrise Summit LLC, a Washington Limited Liability Company, Skola, LLC, a Washington Limited Liability Company, and Matthew Robert Lugliani and David Robert Lugliani, as Trustees of the Lugliani Life Insurance Trust dated January 30, 1997 (“Lugliani Trust”), collectively GRASS VALLEY AFFILIATED ENTITIES and Lugliani Trust (“Grass Valley”), and Fisher Creek West LLC, successor in interest to property subject to the Agreement and previously owned by Eiford Properties, LLC, a Washington Limited Liability Company (“Fisher West”), and Fisher Creek Campus, LLC, a Washington Limited Liability Company (“Fisher”).

RECITALS

- A.** The Parties other than Fisher, Fisher West and the Lugliani Trust entered into a Pre-Annexation Development Agreement dated effective January 8, 2008 and recorded under Clark County Auditor’s File No. 4411832 (the “Agreement”). Fisher and the Lugliani Trust, as well as the parties to the Agreement entered into an Addendum to Pre Annexation Agreement (the Addendum) dated March of 2010 and recorded under Clark County Auditors file No. 4663471. Fisher West is a successor in interest to the property subject to the Agreement previously owned by Eiford Properties LLC. The Agreement provided for, among other things, the City to construct certain sanitary sewer improvements, including a pump station and conveyance lines and vesting of certain development regulations.
- B.** The Parties have determined that they wish to extend the duration of the Agreement by sixty days in order to fully achieve some of the purposes for which the Agreement was entered into; namely the orderly development of the area subject to the Agreement and the creation of jobs and other public amenities.

NOW THEREFORE, the Parties desire to enter into this Second Addendum to the Agreement under the following terms:

AGREEMENT

SECTION 1 EXTENSION OF DURATION OF AGREEMENT.

The Agreement by its terms will expire on January 7, 2018. In seeking to further the purposes for which the Parties entered into the Agreement the Parties agree to extend the duration of the Agreement such that the Agreement will now expire on March 9, 2018.

SECTION 2 PAYMENT OF SDC CHARGES.

Nothing herein is intended to alter the obligation of the property owners or future developers of the Property from paying the then applicable SDC charges for sewer and/or water.

SECTION 3 OTHER PROVISIONS

The provisions of the Agreement that are not modified by this Second Addendum remain unchanged and in full force and effect.

SECTION 3 SIGNATURES.

This Addendum may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

Dated: _____, 2010

CITY OF CAMAS, WASHINGTON

By (person signing) _____
Title _____

GRASS VALLEY HOLDINGS, LLC

By (person signing) _____
Title_____

APC SUNRISE SUMMIT, LLC

By (person signing) _____
Title_____

SKOLA, LLC

By (person signing) _____
Title_____

LUGLIANI TRUST

Matthew Robert Lugliani, as Trustee of the
Lugliani Life Insurance Trust dated January 30, 1997

David Robert Lugliani, as Trustee of the
Lugliani Life Insurance Trust dated January 30, 1997

FISHER CREEK WEST LLC

Title President

FISHER CREEK CAMPUS, LLC

By (person signing) _____
Title_____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

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

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **GRASS VALLEY HOLDINGS, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **APC SUNRISE SUMMIT, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of:
residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **SKOLA, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me Matthew Robert Lugliani, to me known as a Trustee of the Lugliani Life Insurance Trust dated January 30, 1997, and acknowledged that he signed this document as his free and voluntary act and deed as Trustee for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
_____, residing at _____
My appointment expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me David Robert Lugliani, to me known as a Trustee of the Lugliani Life Insurance Trust dated January 30, 1997, and acknowledged that he signed this document as his free and voluntary act and deed as Trustee for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
_____, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____ to me known as the President of Fisher Creek West LLC and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **FISHER CREEK CAMPUS, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
Washington, residing at _____
My appointment expires: _____



N O T I C E O F P U B L I C H E A R I N G
D e v e l o p m e n t A g r e e m e n t E x t e n s i o n

NOTICE IS HEREBY GIVEN that a public hearing will be held on Tuesday, January 2nd, at 7:00 p.m., or soon thereafter in Council Chambers of City Hall, located at 616 NE Fourth Avenue, Camas, Washington, before the City Council.

The City Council shall hold a public hearing to extend by sixty days, the duration of that Pre-Annexation Development Agreement dated January 8, 2008 and recorded under Clark County auditors number 441832 and amended by that Addendum to Pre-Annexation Development Agreement dated March 16th, 2010 recorded under Clark County auditors number 4663471, regarding the timing and construction of certain sewer and water improvements, and other development issues. Said agreements are authorized under RCW 36.70B 170-200 and CMC 18.55.340.

Location: The subject property is generally located West of Fisher Creek Drive, and South of NW 38th Ave.

City Council will accept public comment in accordance with RCW 36.70B.200 and Camas Municipal Code (CMC) § 18.55.340.

Public Comment: Any interested party may review the proposed agreement, provide written testimony prior to the close of the hearing or present oral testimony at the hearing and may request information on appeal rights. The Development Agreement being considered will be available for review on the City of Camas website generally three days prior to the meeting at <http://www.cityofcamas.us/index.php/yourgovernment/minuteagendavideo>

The provisions of Chapter 36.70C RCW shall apply to the appeal of a decision on the development agreement.

Further application information may be obtained at City Hall, 616 Northeast Fourth Avenue. Questions related to this proposal may be directed to Phil Bourquin, Community Development Director at (360) 817-1568 or email to: communitydevelopment@cityofcamas.us.

All citizens are entitled to have equal access to the services, benefits and programs of the City of Camas. Please contact the City Clerk at (360) 834-6864 for special accommodations if needed. The City will provide translators for non-English speaking persons who request assistance at least three working days prior to a public meeting or hearing.

RESOLUTION NO. 18-001

A RESOLUTION approving the Second Addendum to Pre-Annexation Development Agreement between the City of Camas and Grass Valley Holdings LLC, APC Sunrise Summit LLC, Skola, LLC, Matthew Robert Lugliani and David Robert Lugliani, Trustees of the Lugliani Life Insurance Trust, and Fisher Creek West LLC, amending the Pre-Annexation Development Agreement dated effective January 8, 2008, and Addendum to Pre-Annexation Development Agreement dated March 16, 2010.

WHEREAS, Grass Valley Holdings LLC, APC Sunrise Summit LLC, Skola, LLC, Matthew Robert Lugliani and David Robert Lugliani, as Trustees of the Lugliani Life Insurance Trust, and Fisher Creek West LLC (hereinafter collectively referred to as "Developer") are the owners of, or control certain real property, subject to that certain Pre-Annexation Development Agreement dated effective January 8, 2008, as amended by Addendum to Pre-Annexation Development Agreement dated March 16, 2010; and

WHEREAS, City and Developer have negotiated an Second Addendum to Pre-Annexation Development Agreement that extends the duration of the Pre-Annexation Development Agreement for a period of sixty (60) days; and

WHEREAS, the City Council has conducted a public hearing on the proposed Second Addendum to Pre-Annexation Development Agreement, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council desires to approve the Second Addendum to Pre-Annexation Development Agreement;

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

I

That certain Second Addendum to Pre-Annexation Development Agreement between the City of Camas and Grass Valley Holdings LLC, APC Sunrise Summit LLC, Skola, LLC, Matthew Robert Lugliani and David Robert Lugliani, as Trustees of the Lugliani Life Insurance Trust, and Fisher Creek West LLC is hereby approved, and the Mayor is authorized and instructed to sign the Second Addendum on behalf of the City.

RESOLUTION NO. 18-001

II

The Second Addendum to Pre-Annexation Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70B.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY THE
MAYOR this 2nd day of January, 2018.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



STAFF REPORT

MINOR AMENDMENT TO TITLE 16 ENVIRONMENT

CAMAS MUNICIPAL CODE (CMC)

File# MC17-03

To: Mayor Higgins
City Council

FROM: Lauren Hollenbeck, Senior Planner on behalf of the Planning Commission

DATE: December 21, 2017

NOTICES: Department of Commerce acknowledge receipt of the proposed amendment on November 17, 2017 (Material ID #24359). A State Environmental Policy Act (SEPA) determination of non-significance for a non-project action was published on November 23 & 30, 2017 with a public comment period that ended December 7, 2017. A notice of public hearing before Council will be published when a date is set.

Summary

To maintain participation in the National Flood Insurance Program (NFIP), the City must adopt a compliant floodplain ordinance before the effective date of the new Flood Insurance Rate Map (FIRM), which is January 19, 2018. This ordinance must meet the current state and NFIP standards in order for citizens within the community to obtain flood insurance and certain types of federal disaster aid.

FEMA identified one amendment to CMC Chapter 16.57 *Frequently Flooded Areas* for NFIP compliance per Code of Federal Regulation 44 CFR 60.3(a)(2). Planning Commission conducted a public hearing on December 12, 2017 and forwarded a recommendation of approval of the proposed amendment.

The required CMC amendment is provided with two attachments: Attachment 1 shows the draft change as a strike-through text. Attachment 2 provides the amendment without any mark-ups.

The following is a brief description of the required amendment:

16.57.050 Performance Standards- General requirements

The required amendment to this chapter includes adding language to CMC 16.57.050.A that all non-flood permits from local, state, and federal agencies for which approval is required has been obtained. This requirement will be a condition of the development permit.

Recommendation

Staff recommends that Council set a date for a public hearing to review the amendment that was forwarded by the Planning Commission for approval.

DRAFT AMENDMENT TO TITLE 16 – ENVIRONMENT

Chapter 16.57 – FREQUENTLY FLOODED AREAS

Note to reader: The following proposed amendment is shown as underlined. The full content of each chapter is not included, which means that if changes are not shown in this document then they are not intended.

16.57.050 - Performance standards—General requirements.

All Elevation Certificates (FEMA Form 81-31), Floodproofing Certificates for non-residential structures (FEMA Form 81-65), documents, and records pertaining to the provisions of this ordinance shall be maintained by the City for public inspection.

- A. All Necessary Permits Shall be Obtained. Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local government agencies from which prior approval is required. A development permit shall be obtained before construction or development begins within any frequently flooded area established in Section 16.57.010. The permit shall be for all structures, including manufactured homes, as set forth in the "Definitions," and for all development, including fill and other activities, also as set forth in the "Definitions."
- B. Area of Special Flood Hazards with Base Flood Elevation. When the base flood elevation is provided, but a regulatory floodway has not been designated, new construction, substantial improvements, or other development, including fill, shall not be permitted within frequently flooded areas, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one inch at any point within the City limits.
- C. Areas Without Base Flood Elevation Data. Where base flood elevation data is not available (Zone A), and there is insufficient data then a report shall be submitted by a qualified professional that includes analysis of historical data and field surveys. The reports shall include reasonable mapping to ensure proposed buildings are safe from flooding and to demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one inch at any point within the City limits.
- D. Construction Materials and Methods.
 - 1. Methods that Minimize Flood Damage. All new construction and substantial improvements shall be constructed using flood resistant materials and utility equipment, and with methods and practices that minimize flood damage.
 - 2. Buildings shall be located outside the floodplain. For sites with no buildable area out of the floodplain, buildings may be allowed provided they are placed on the highest land on the site, oriented parallel to flow rather than perpendicular, and sited as far from the watercourse and other critical areas as possible. If the City detects any evidence of active hyporheic exchange on a site, the development shall be located to minimize disruption of such exchange.
 - 3. Utilities Shall be Protected. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- E. Elevation Certificate Required Following Construction. Following construction of a building within the floodplain where the base flood elevation is provided, the applicant shall obtain a "finished

construction" elevation certificate (FEMA Form 81-31, most current edition) from a registered professional engineer or architect that records the elevation of the lowest floor.

F. Floodproofing (Non-Residential Only).

1. When a building is to be floodproofed, it shall be designed and constructed using methods that meet the following requirements:
 - a. Watertight Building. The building shall be watertight with walls substantially impermeable to the passage of water below one foot above the base flood level;
 - b. Hydrostatic and Hydrodynamic Resistance. Structural components shall be capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - c. Certified by a Registered Professional Engineer or Architect. The building shall be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications, and plans.
2. Floodproofing Certificate Required Following Construction. Following construction of the building, the applicant shall obtain a floodproofing certificate (FEMA Form 81-65, most current edition) from a registered professional engineer or architect that records the actual (as-built) elevation to which the building was floodproofed.

- G. Anchoring. All new construction and substantial improvements within the floodplain shall be anchored to prevent flotation, collapse, or lateral movement of the building. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frames tied to ground anchors.
- H. Fill and Grading. Fill and grading within the floodplain shall only occur upon a determination from a registered professional engineer that the fill or grading will not block side channels, inhibit channel migration, increase flood hazards to others, or be placed within a channel migration zone, whether or not the City has delineated such zones as of the time of the application. If fill or grading is located in a floodway, CMC Section 16.57.020 applies.

DRAFT AMENDMENT TO TITLE 16 – ENVIRONMENT

Chapter 16.57 – FREQUENTLY FLOODED AREAS

Note to reader: The following proposed amendment is shown as underlined. The full content of each chapter is not included, which means that if changes are not shown in this document then they are not intended.

16.57.050 - Performance standards—General requirements.

All Elevation Certificates (FEMA Form 81-31), Floodproofing Certificates for non-residential structures (FEMA Form 81-65), documents, and records pertaining to the provisions of this ordinance shall be maintained by the City for public inspection.

- A. All Necessary Permits Shall be Obtained. Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local government agencies from which prior approval is required. A development permit shall be obtained before construction or development begins within any frequently flooded area established in Section 16.57.010. The permit shall be for all structures, including manufactured homes, as set forth in the "Definitions," and for all development, including fill and other activities, also as set forth in the "Definitions."
- B. Area of Special Flood Hazards with Base Flood Elevation. When the base flood elevation is provided, but a regulatory floodway has not been designated, new construction, substantial improvements, or other development, including fill, shall not be permitted within frequently flooded areas, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one inch at any point within the City limits.
- C. Areas Without Base Flood Elevation Data. Where base flood elevation data is not available (Zone A), and there is insufficient data then a report shall be submitted by a qualified professional that includes analysis of historical data and field surveys. The reports shall include reasonable mapping to ensure proposed buildings are safe from flooding and to demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one inch at any point within the City limits.
- D. Construction Materials and Methods.
 - 1. Methods that Minimize Flood Damage. All new construction and substantial improvements shall be constructed using flood resistant materials and utility equipment, and with methods and practices that minimize flood damage.
 - 2. Buildings shall be located outside the floodplain. For sites with no buildable area out of the floodplain, buildings may be allowed provided they are placed on the highest land on the site, oriented parallel to flow rather than perpendicular, and sited as far from the watercourse and other critical areas as possible. If the City detects any evidence of active hyporheic exchange on a site, the development shall be located to minimize disruption of such exchange.
 - 3. Utilities Shall be Protected. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- E. Elevation Certificate Required Following Construction. Following construction of a building within the floodplain where the base flood elevation is provided, the applicant shall obtain a "finished

construction" elevation certificate (FEMA Form 81-31, most current edition) from a registered professional engineer or architect that records the elevation of the lowest floor.

F. Floodproofing (Non-Residential Only).

1. When a building is to be floodproofed, it shall be designed and constructed using methods that meet the following requirements:
 - a. Watertight Building. The building shall be watertight with walls substantially impermeable to the passage of water below one foot above the base flood level;
 - b. Hydrostatic and Hydrodynamic Resistance. Structural components shall be capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - c. Certified by a Registered Professional Engineer or Architect. The building shall be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications, and plans.
2. Floodproofing Certificate Required Following Construction. Following construction of the building, the applicant shall obtain a floodproofing certificate (FEMA Form 81-65, most current edition) from a registered professional engineer or architect that records the actual (as-built) elevation to which the building was floodproofed.

- G. Anchoring. All new construction and substantial improvements within the floodplain shall be anchored to prevent flotation, collapse, or lateral movement of the building. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frames tied to ground anchors.
- H. Fill and Grading. Fill and grading within the floodplain shall only occur upon a determination from a registered professional engineer that the fill or grading will not block side channels, inhibit channel migration, increase flood hazards to others, or be placed within a channel migration zone, whether or not the City has delineated such zones as of the time of the application. If fill or grading is located in a floodway, CMC Section 16.57.020 applies.

Date Published: November 23, 2017

To Whom It May Concern:

Please find enclosed a Determination of Non-Significance (DNS) (Non-project Action) to amend **Title 16 Chapter 16.57 Frequently Flooded Areas of the Camas Municipal Code (CMC) (SEPA17-24)** that was issued pursuant to the State Environmental Policy Act (SEPA) Rules, Chapter 197-11, Washington Administrative Code. The enclosed review comments reflect evaluation of the environmental checklist by the lead agency as required by WAC 197-11-330(1)(a)(i).

The proposed amendments to CMC Chapter 16.57 Frequently Flooded Areas and the SEPA Checklist are attached.

Written comments may be submitted on this determination within fourteen (14) days of its issuance, after which the DNS will be reconsidered in light of the comments received.

Please address all correspondence to:

City of Camas, SEPA Official
Community Development Department
616 NE Fourth Avenue
Camas, Washington 98607
communitydevelopment@cityofcamas.us

Distribution:

Bureau of Indian Affairs
C-Tran
Camas School District
Camas City Administrator, Peter Capell
Camas Building Official, Bob Cunningham
Camas Community Development Director, Phil Bourquin
Camas Engineering Department Managers and Staff
Camas Fire Department, Randy Miller
Camas Finance Director, Cathy Huber Nickerson
Camas Hearings Examiner, Joe Turner
Camas Mayor and City Council Members
Camas Parks and Recreation, Jerry Acheson
Camas Planning Commission Members
Camas Planning Manager and Staff
Camas Police Chief, Mitch Lackey
Camas Public Works Director, Steve Wall
Camas Public Library, Connie Urquhart
Chinook Indian Nation
Cultural Resource Program, Cowlitz Indian Tribe
Cultural Resource Program, Yakama Indian Nation
Clark County Department of Environmental Services
Clark County Public Works – Development Engineering Program
Clark County Department of Transportation
Clark County Natural Resources Council
Clark Public Utilities
Department of Ecology
Department of Fish and Wildlife
Department of Natural Resources, SEPA Center
Post Record Publications
Southwest Clean Air Agency
US Army Corps of Engineers
Vancouver-Clark Parks and Recreation
Washington Office of Archaeology & Historic Preservation
Washington State Department of Transportation
Washington State Parks and Recreation Commission, Environmental Program



State Environmental Policy Act
Determination of Non-Significance

CASE NO: SEPA 17-24
Title 16 Environment of the Camas Municipal Code (CMC)

APPLICANT: City of Camas

REQUEST: To amend **CMC Title 16 Chapter 16.57 Frequently Flooded areas** as required by the Federal Emergency Management Agency (FEMA) in order to maintain compliance with the National Flood Insurance Program (NFIP).

LOCATION: Camas city limits to include the urban growth boundary

LEGAL DESCRIPTION: Portions of Township 2 North, Range 3 East, Sections 17, 20, 21, 27, 28, 29, 32, 33, 34, 35 and 36; Portions of Township 1 North, Range 3 East, Sections 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16; and Portions of Township 1 North Range 4 East, Section 7, and further defined as the Camas City Limits.

SEPA DETERMINATION: Determination of Non-Significance (DNS) (Non-project action)

COMMENT DEADLINE: December 7, 2017, 5:00 p.m.

As lead agency under the State Environmental Policy Act (SEPA) Rules [Chapter 197-11, Washington Administrative Code (WAC)], the City of Camas must determine if there are possible significant adverse environmental impacts associated with this proposal. The options include the following:

- DS = Determination of Significance (The impacts cannot be mitigated through conditions of approval and, therefore, requiring the preparation of an Environmental Impact Statement (EIS).
- MDNS = Mitigated Determination of Non-Significance (The impacts can be addressed through conditions of approval), or;
- DNS = Determination of Non-Significance (The impacts can be addressed by applying the Camas Municipal Code).

Determination:

Determination of Non-Significance (DNS). The City of Camas, as lead agency for review of this proposal, has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(e). This decision was made after review of a completed environmental checklist, and other information on file with the City of Camas.

Date of Publication & Comment Period:

Publication date of this DNS is **November 23, 2017**, and is issued under WAC 197-11-340. The lead agency will not act on this proposal until the close of the 14-day comment period which ends on **December 7, 2017**. Comments may be sent by email to communitydevelopment@cityofcamas.us.

SEPA Appeal Process:

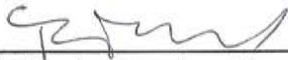
An appeal of any aspect of this decision, including the SEPA determination and any required mitigation, must be filed with the Community Development Department within fourteen (14) calendar days from the date of the decision notice. The letter of appeal should contain the following information.

1. The case number designated by the City of Camas and the name of the applicant; and,
2. The name and signature of each person or group (petitioners) and a statement showing that each petitioner is entitled to file an appeal as described under Section 16.31.060 of the Camas Municipal Code. If multiple parties file a single petition for review, the petition shall designate one party as the contact representative with the City Planner. All contact with the City Planner regarding the petition, including notice, shall be with this contact person.

The appeal request and appropriate fee of **\$355** must be submitted to the Community Development Department between 8:00 a.m., and 5:00 p.m., Monday through Friday, at the address listed below:

Appeal to the City of Camas SEPA Official
Community Development Department
616 NE Fourth Avenue
Camas, Washington 98607

Responsible Official: Robert Maul (360) 817-1568

 Robert Maul, Planning Manager and Responsible Official	<u>November 23, 2017</u> Date of publication
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DRAFT AMENDMENT TO TITLE 16 – ENVIRONMENT

Chapter 16.57 – FREQUENTLY FLOODED AREAS

Note to reader: The following proposed amendment is shown as underlined. The full content of each chapter is not included, which means that if changes are not shown in this document then they are not intended.

16.57.050 - Performance standards—General requirements.

All Elevation Certificates (FEMA Form 81-31), Floodproofing Certificates for non-residential structures (FEMA Form 81-65), documents, and records pertaining to the provisions of this ordinance shall be maintained by the City for public inspection.

- A. All Necessary Permits Shall be Obtained. Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local government agencies from which prior approval is required. A development permit shall be obtained before construction or development begins within any frequently flooded area established in Section 16.57.010. The permit shall be for all structures, including manufactured homes, as set forth in the "Definitions," and for all development, including fill and other activities, also as set forth in the "Definitions."
- B. Area of Special Flood Hazards with Base Flood Elevation. When the base flood elevation is provided, but a regulatory floodway has not been designated, new construction, substantial improvements, or other development, including fill, shall not be permitted within frequently flooded areas, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one inch at any point within the City limits.
- C. Areas Without Base Flood Elevation Data. Where base flood elevation data is not available (Zone A), and there is insufficient data then a report shall be submitted by a qualified professional that includes analysis of historical data and field surveys. The reports shall include reasonable mapping to ensure proposed buildings are safe from flooding and to demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one inch at any point within the City limits.
- D. Construction Materials and Methods.
1. Methods that Minimize Flood Damage. All new construction and substantial improvements shall be constructed using flood resistant materials and utility equipment, and with methods and practices that minimize flood damage.
 2. Buildings shall be located outside the floodplain. For sites with no buildable area out of the floodplain, buildings may be allowed provided they are placed on the highest land on the site, oriented parallel to flow rather than perpendicular, and sited as far from the watercourse and other critical areas as possible. If the City detects any evidence of active hyporheic exchange on a site, the development shall be located to minimize disruption of such exchange.
 3. Utilities Shall be Protected. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- E. Elevation Certificate Required Following Construction. Following construction of a building within the floodplain where the base flood elevation is provided, the applicant shall obtain a "finished

Commented [LH1]: This flood ordinance must include this language for all other non-flood permits from local, state, federal sources.

construction" elevation certificate (FEMA Form 81-31, most current edition) from a registered professional engineer or architect that records the elevation of the lowest floor.

- F. Floodproofing (Non-Residential Only).
1. When a building is to be floodproofed, it shall be designed and constructed using methods that meet the following requirements:
 - a. Watertight Building. The building shall be watertight with walls substantially impermeable to the passage of water below one foot above the base flood level;
 - b. Hydrostatic and Hydrodynamic Resistance. Structural components shall be capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - c. Certified by a Registered Professional Engineer or Architect. The building shall be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications, and plans.
 2. Floodproofing Certificate Required Following Construction. Following construction of the building, the applicant shall obtain a floodproofing certificate (FEMA Form 81-65, most current edition) from a registered professional engineer or architect that records the actual (as-built) elevation to which the building was floodproofed.
- G. Anchoring. All new construction and substantial improvements within the floodplain shall be anchored to prevent flotation, collapse, or lateral movement of the building. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frames tied to ground anchors.
- H. Fill and Grading. Fill and grading within the floodplain shall only occur upon a determination from a registered professional engineer that the fill or grading will not block side channels, inhibit channel migration, increase flood hazards to others, or be placed within a channel migration zone, whether or not the City has delineated such zones as of the time of the application. If fill or grading is located in a floodway, CMC Section 16.57.020 applies.



SEPA ENVIRONMENTAL CHECKLIST

UPDATED 2016

A. Background [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

One amendment to Camas Municipal Code, Title 16 Environment Chapter 16.57 Frequently Flooded Areas

2. Name of applicant: [\[help\]](#)

City of Camas

3. Address and phone number of applicant and contact person: [\[help\]](#)

Lauren Hollenbeck, Senior Planner

616 NE 4th Avenue

Camas, WA 98607

(360) 817-7253

4. Date checklist prepared: [\[help\]](#)

November 16, 2017

5. Agency requesting checklist: [\[help\]](#)

City of Camas

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Adoption of the amendment is expected to occur in January 2018.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

Not applicable

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

The city has adopted critical area ordinances and maps based on best available science.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

Not applicable

10. List any government approvals or permits that will be needed for your proposal, if known.

[\[help\]](#)

City Council must adopt the amendment by ordinance.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

To amend one section of the flood hazard regulations as mandated by the Federal Emergency Management Agency (FEMA) for compliance with the National Flood Insurance Program (NFIP).

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

**Portions of Township 2 North, Range 3 East, Sections 17, 20, 21, 27, 28, 29, 32, 33, 34, 35 and 36;
Portions of Township 1 North, Range 3 East, Sections 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16; and
Portions of Township 1 North Range 4 East, Section 7, and further defined as the Camas City Limits.**

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth [\[help\]](#)

a. General description of the site: [\[help\]](#)

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

Topography in the area ranges from flat in the older core of Camas and on the west side of Prune Hill, to hilly on the flanks of Prune Hill, to steep slopes in some areas of Prune Hill and in some canyons on the south side of Prune Hill. On the northeast side of Lacamas Lake the topography ranges from flat to hilly, with some steep slopes

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

The steepest slope in the area is well over 40% in the southern area of Prune Hill overlooking the Columbia River.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

The US Soil Conservation survey of Clark County shows a number of soils in the Camas area. There are areas north of Lacamas Lake that are still in agricultural use.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

There are areas of potentially unstable soils within city limits.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

None, non-project action

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

None, non-project action

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

None, non-project action

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

None, non-project action

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

None, non-project action

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

None, non-project action

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

None, non-project action

3. Water [\[help\]](#)

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

Major water features within the City include the Columbia River, the Washougal River, Lacamas Lake, Lacamas Creek, Fallen Leaf Lake, and Round Lake.

The Columbia River begins in Canada, enters the United States in northeastern Washington, and travels southwest through Washington to the Pacific Ocean. The river exits the Columbia River Gorge shortly before it travels past downtown Camas.

The Washougal River flows southwest from the Cascade Mountains to the City of Camas, where it empties into the Columbia River.

Upper Lacamas Creek (above Lacamas Lake) receives flow from 5 tributaries, only one of which is within the city limits (Dwyer Creek). The other tributaries (China Ditch, Matney Creek, Shanghai Creek, and Fifth Plain Creek) enter Lacamas Creek in rural Clark County.

Lacamas Lake is a 2.4 mile long lake that receives runoff from the surrounding hills and flow from Lacamas Creek. It is connected to Round Lake by a small channel that runs under State Route 500. The water level in Round Lake is controlled by a dam at the south end of the lake, which is run by Georgia Pacific Consumer Products LLC.

Lower Lacamas Creek, below Round Lake, travels down a steep slope and over waterfalls to its confluence with the Washougal River.

Numerous streams and creeks discharge from Prune Hill, including Blue Creek and Forest Home Creek on the south side, and Dwyer Creek on the north side. The Fisher Swale follows the west limits of the city as it heads to the Columbia River.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

None, non-project action

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

None, non-project action

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

None, non-project action

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

None, non-project action

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

None, non-project action

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

None, non-project action

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the

number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

None, non-project action

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

None, non-project action

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

None, non-project action

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

None, non-project action

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: [\[help\]](#)

None, non-project action

4. **Plants** [\[help\]](#)

a. Check the types of vegetation found on the site: [\[help\]](#)

- ☒X deciduous tree: alder, maple, aspen, other
☒X evergreen tree: fir, cedar, pine, other
☒X shrubs
☒X grass
☒X pasture
☒X crop or grain
☒X Orchards, vineyards or other permanent crops.
☒X wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
☒X water plants: water lily, eelgrass, milfoil, other
☒X other types of vegetation

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

None, non-project action

c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

Oregon White Oak and the Camas Lily habitats are protected in the city.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

None, non-project action

- e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

None, non-project action

5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. [\[help\]](#)

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other: raccoon, possum, rodents

fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

Five salmonoid species: Fall Chinook, Chum, Coho, Summer & Winter steelhead; and Bull trout are present within Lacamas Creek. Bald eagles have been known to be along the Lacamas Lake/Creek corridor.

- c. Is the site part of a migration route? If so, explain. [\[help\]](#)

Portions are within the Pacific Flyway.

- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

None, non-project action

- e. List any invasive animal species known to be on or near the site. [\[help\]](#)

None, non-project action

6. Energy and Natural Resources [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

None, non-project action

- b. Would your project affect the potential use of solar energy by adjacent properties?

If so, generally describe. [\[help\]](#)

None, non-project action

- c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

None, non-project action

7. Environmental Health [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?

If so, describe. [\[help\]](#)

None, non-project action

- 1) Describe any known or possible contamination at the site from present or past uses.

[\[help\]](#)

None, non-project action

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. [\[help\]](#)

None, non-project action

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. [\[help\]](#)

None, non-project action

- 4) Describe special emergency services that might be required. [\[help\]](#)

None, non-project action

- 5) Proposed measures to reduce or control environmental health hazards, if any: [\[help\]](#)

None, non-project action

b. Noise [\[help\]](#)

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

None, non-project action

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

None, non-project action

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

None, non-project action

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

None, non-project action

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

Approximately 300 acres north of Lacamas Lake are still being used agriculturally, although these uses are considered as "existing non-conforming" in the city limits, given that the underlying zoning is industrial.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides,

tilling, and harvesting? If so, how: [\[help\]](#)

None, non-project action

- c. Describe any structures on the site. [\[help\]](#)

None, non-project action

- d. Will any structures be demolished? If so, what? [\[help\]](#)

None, non-project action

- e. What is the current zoning classification of the site? [\[help\]](#)

The city has adopted the following zoning districts: Residential 15,000 (R-15); Residential 12,000 (R-12); Residential 10,000 (R-10); Residential 7,500 (R-7.5); Residential 6,000 (R-6); Multi-family 10 (MF-10); Multi-family 18 (MF-18); Multi-family Cottage (MF-C); Neighborhood Park (NP); Special Use Park (SU); Open Space (OS); Regional Commercial (RC); Community Commercial (CC); Neighborhood Commercial (NC); Downtown Commercial (DC); Mixed Use (MX); Business Park (BP); Light Industrial (LI), Heavy Industrial (HI); and Light Industrial / Business Park (LI/BP).

- f. What is the current comprehensive plan designation of the site? [\[help\]](#)

The city has adopted the following comprehensive plan designations: Single-family Low; Single-family Medium; Single-family High; Multi-family Low; Multi-family High; Commercial; Park/ Open Space; and Industrial.

- g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

The city has adopted the following shoreline designations Aquatic, Natural, Urban Conservancy, Medium Intensity, and High Intensity.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

[\[help\]](#)

There are areas of the city that are considered environmentally sensitive, and are generally identified on the city's critical area maps, Clark County maps, and other available information.

- i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

The City of Camas has a current population is approximately 23,000

- j. Approximately how many people would the completed project displace? [\[help\]](#)

None, non-project action

- k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

None, non-project action

- L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

None, non-project action

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#)

None, non-project action

9. Housing [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

None, non-project action

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

None, non-project action

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

None, non-project action

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

None, non-project action

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

None, non-project action

- b. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

None, non-project action

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

None, non-project action

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

None, non-project action

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

None, non-project action

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

None, non-project action

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

None, non-project action

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

None, non-project action

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

None, non-project action

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe. [\[help\]](#)

There are five sites on the Clark County Heritage Register, twenty-one sites on the Clark County Historical Resources Inventory, and two sites on the National Register of Historical Places.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

None, non-project action

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

None, non-project action

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. [\[help\]](#)

None, non-project action

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

The basic roadway system providing circulation to and from Camas is the federal and state highway system: Interstate 5, Interstate 205, State Route 14, and State Route 500 (Everett Street within the city limits). The interstates link Camas and surrounding areas to Portland to the south, as well as Olympia and Seattle to the north. State Route 14 is the major east-west connection from Camas to I-205 and I-5. State Route 500 provides access to the northern parts of the County. There are some major arterials: Pacific Rim Boulevard, SE 1st/Lake Road, Leadbetter Road, Brady/Parker Road, and NE 3rd Avenue, to name a few, and several minor arterials that provide circulation between Camas and communities to the east and west. These arterials also provide a significant amount of circulation within the community.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

Yes, C-Tran serves the Camas area.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

None, non-project action

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

None, non-project action

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

None, non-project action

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

None, non-project action

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. [\[help\]](#)

None, non-project action

- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

None, non-project action

15. Public Services [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

None, non-project action

- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

None, non-project action

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

The city provides water, sewer and refuse service. Other utilities are available by others.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

None, non-project action

C. Signature [\[help\]](#)

Under the penalty of perjury, the above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Lauren Hollenbeck

Name of signee Lauren Hollenbeck

Position and Agency/Organization Senior Planner, City of Camas

Date Submitted: 11/17/17

D. supplemental sheet for nonproject actions [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment. When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposed municipal amendment would not increase discharge to water, emissions to air; production, storage or release of toxic or hazardous substances; or produce additional noise.

Proposed measures to avoid or reduce such increases are:

The amendment is consistent with the city's comprehensive plan and the impact has been addressed through proper planning.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposed amendment will not affect plants, animals, fish or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

None

3. How would the proposal be likely to deplete energy or natural resources?

The proposed amendment will not affect energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

None

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed amendment will not affect environmentally sensitive areas or modify the regulations that currently protect them.

Proposed measures to protect such resources or to avoid or reduce impacts are:

None

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The amendments are consistent with the city's comprehensive plan, shoreline master program and all other city adopted plans and programs.

Proposed measures to avoid or reduce shoreline and land use impacts are:

None

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The amendment is unlikely to increase demands on transportation or other public services.

Proposed measures to reduce or respond to such demand(s) are:

None

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed amendment is consistent with local, state, and federal laws or requirements for protection of the environment.

CRESA FOUNDING PUBLIC AGENCY SERVICE AGREEMENT

R.E., 9-1-1 Communications, Regional Radio System and Services

THIS AGREEMENT, entered this day by and between CLARK REGIONAL EMERGENCY SERVICES AGENCY, after this called "CRESA," and Clark County, the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and Yacolt, and Clark County Fire District's 3, 6, 9 dba East County Fire and Rescue, 10, 11 dba Clark County Fire and Rescue, and 13, and North Country EMS and Cowlitz-Skamania Fire District #7, after this called "Parties."

WITNESSETH

WHEREAS, CRESA is a public corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW 35.21.730 through RCW 35.21.759; and

WHEREAS, the Washington State RCW 38.52 provides for the establishment of emergency communications through enhanced 9-1-1 service and encourages under related laws local plans detail how enhanced 9-1-1 will be implemented in the most efficient and effective manner with priority for state assistance given to those developing consolidated or regional 9-1-1 systems; and

WHEREAS, on October 24, 2017, the Clark County Board of Councilors approved an ordinance and charter establishing CRESA as a public corporation to provide emergency communication services; and

WHEREAS, the Parties and CRESA are obligated to enter into this Service Agreement pursuant to Section 10 of the Bylaws.

NOW, THEREFORE, CRESA AND THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. CRESA Services.

A. Scope of Services. Throughout the term of this agreement, CRESA shall provide the services as outlined below, and perform those services more particularly set forth and defined in the annual CRESA budget (Exhibit A).

- 1) Communications Services. During the term of this Agreement, CRESA will provide the Party twenty-four (24) hour enhanced emergency 911 communications including call receiving, monitoring and emergency dispatching service for Parties citizens, visitors and responders. CRESA shall be the primary public safety answering point for the Party. CRESA shall ensure all Federal Communications Commission (FCC) radio frequency licenses include authorization so the Party can use CRESA's primary dispatch channels.

- 2) Technical Assistance. CRESA may provide technical expertise to the Parties as may be required for proper operations of Parties' systems and for procurement of Parties' communications equipment.
 - 3) Law Enforcement Agency Data Communications. If the Party is a law enforcement agency, CRESA will provide information from the Washington State Patrol Law Enforcement Data Communications System.
 - 4) Party Communications Equipment. Unless otherwise agreed to by the parties, CRESA agrees to be responsible for providing and maintaining all communications equipment necessary to receive radio communications from CRESA, and for communicating with CRESA and between the Parties' personnel. The Parties shall be responsible for purchasing, maintaining, and repairing the Parties' base, mobile, and portable communications equipment including pagers and computers. The Parties shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to CRESA's operations. Interconnecting equipment may or may not be included in CRESA's budget as the Board shall determine. However, if interconnecting equipment is included in the CRESA budget and provided to a Party, CRESA shall retain ownership of such equipment.
2. **Compensation.** The Parties shall be billed in accordance with Exhibit B for the upcoming calendar year. Unless otherwise agreed to by an individual Party, the Parties shall make four equal payments, which shall be due by the end of each quarter (March, June, September and December). Should a Party fall two (2) months in arrears from the payment due date, the Party shall be considered delinquent, and in that event, and after providing the required notice and opportunity to cure as set forth in Section 14 of this Agreement, CRESA shall have authority to terminate all services to the Party and all participation of the functions of CRESA, however, said Party shall be liable for its fees to CRESA through December 31st of the year of termination of the delinquent Party's services.
 3. **Provisions for Use.** The Advisory Council on Criminal Justice Services and the Washington State Patrol have requested that all participating communications centers, such as CRESA, which are terminal users of the Washington State Patrol Law Enforcement Data Communications Systems have certain provisions in their regulations and enabling Agreements concerning responsibility for such communication, therefore, CRESA shall bear full responsibility for ensuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) as now exists or may hereafter be amended. CRESA shall establish rules and regulations governing access to, security for, and operation of the data communications network for any Criminal Justice Records Information received by means of such network.
 4. **Term.** The term of this Agreement shall continue unless CRESA is dissolved or as otherwise provided in Section 14 Withdrawal; and Section 15, Termination of the

CRESA Bylaws.

5. **Indemnification Clause - Parties.** Each Party releases, indemnifies and promises to defend and save harmless CRESA, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by CRESA, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the Party, its officials, officers, employees and agents. In making such assurances, the Party specifically agrees to indemnify and hold harmless CRESA from any and all bodily injury claims brought by the Party and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against CRESA, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify CRESA against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of CRESA, its officials, officers, employees and agents.
6. **Indemnification Clause - CRESA.** The CRESA does release, indemnify and promise to defend and save harmless each Party, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by a Party, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the CRESA, its officials, officers, employees and agents. In making such assurances, the CRESA specifically agrees to indemnify and hold harmless each Party from any and all bodily injury claims brought by CRESA and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against a Party, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify a Party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of the Party, its officials, officers, employees and agents.
7. **Notice of Security Breach.** CRESA shall comply with all notice and other requirements of RCW 42.56.590, as now in effect and may be amended, in the event of a breach of the security of the system as defined by RCW 42.56.590. Such compliance shall be at the sole expense of CRESA.
8. **Insurance.** CRESA and the Parties to this Agreement shall maintain during the life of this Agreement such Commercial General Liability (CGL) coverage as will provide coverage for claims for damages for bodily injury, including death, as well as for claims for damage to property which may arise directly or indirectly from performance of the work under this Agreement. Coverage limits shall be no less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. The parties shall provide each other a Certificate of Insurance or other appropriate documentation evidencing the coverage as set forth above if requested by a party.

9. **Amendments.** It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by CRESA and the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either CRESA or the Parties.
10. **Compliance With Law.** CRESA shall comply with all applicable federal, state and local laws and regulations applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.
11. **Assignment.** CRESA and the Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement. Provided however, this prohibition shall not apply to an assignment pursuant to a consolidation of a Party to this agreement with another Party to this agreement.
12. **Maintenance and Audit of Records.** CRESA and the Parties shall maintain books , records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit between CRESA and a given Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. CRESA and each Party shall retain all such books, records, documents and other materials as required by the Washington State Records Retention policy as established by the Washington Secretary of State.
13. **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party and CRESA. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.
14. **Default/Dispute Resolution.** If either CRESA or a Party fails to perform any act or obligation required to be performed by it hereunder, the other shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, unless otherwise agreed to in writing and executed by both parties on additional time necessary for a reasonable cure; after which time the non-performing party shall be in default ("Default") under this Agreement.

In the event a default continues and/or any dispute arises (for anything other than non-payment) between the parties, either party may request in writing that the issue be resolved by mediation. If the parties are unable to resolve the dispute within ninety (90) days, then either party shall have the right to exercise any or all rights and remedies available to it in law or equity.

15. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.
16. **Public Disclosure Compliance.** The parties acknowledge that CRESA is an “agency” within the meaning of the Washington Public Records Act, Ch. 42.56 RCW, and that materials submitted by a Party to CRESA become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by CRESA in the event of a request for disclosure. In the event CRESA receives a public record request for any data or deliverable that is provided to CRESA and that is licensed from the Party, CRESA shall endeavor to notify the Party of such request. The Party shall save and hold harmless CRESA from any costs, attorney fees or penalties assessed under Ch.42.56 RCW for withholding or delaying public disclosure of such information.
17. **Consent and Understanding.** This Agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
18. **Severability.** If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.
19. **Effective Date.** This agreement shall go into effect among and between the parties upon the effective date of Ordinance 2017-10-08 that established CRESA as a public authority for the function of providing emergency communications and emergency management services.
20. **Ratification.** Acts taken in conformity with this agreement but prior to its execution are hereby ratified and affirmed.
21. **Execution and Filing.** The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clark County Clerk, which shall file an executed original of this Agreement with the Clark County Auditor. The Clark County Clerk shall distribute duplicate conformed copies of the Agreement to each of the parties.

DATED this ____ day of _____, 2017.

CLARK REGIONAL EMERGENCY SERVICES AGENCY

Attest:

By: Don Chaney Chair, CRESA Administrative Board

CITY OF BATTLE GROUND

Attest:

By: Philip Johnson, Mayor

By: City Clerk for Battle Ground

Approved as to form:

City Attorney for Battle Ground

CITY OF CAMAS

Attest:

By: Scott Higgins, Mayor

By: City Clerk for Camas

Approved as to form:

City Attorney for Camas

CITY OF LA CENTER

Attest:

By: _____
Greg Thornton, Mayor

By: _____
City Clerk for La Center

Approved as to form:

City Attorney for La Center

CITY OF RIDGEFIELD

Attest:

By: _____
Ron Onslow, Mayor

By: _____
City Clerk for Ridgefield

Approved as to form:

City Attorney for Ridgefield

CITY OF VANCOUVER

Attest:

By: _____
Eric Holmes, City Manager

By: _____
City Clerk for Vancouver

Approved as to form:

City Attorney for Vancouver

CITY OF WASHOUGAL

Attest:

By: _____
Sean Guard, Mayor

By: _____
City Clerk for Washougal

Approved as to form:

City Attorney for Washougal

TOWN OF YACOLT

Attest:

By: _____
Jeff Carothers, Mayor

By: _____
City Clerk for Yacolt

Approved as to form:

City Attorney for Yacolt

**BOARD OF CLARK COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON**

By: _____
Marc Boldt, Chair

Attest: _____
By: Clerk to the Board

Approved as to form: _____
Attorney for Clark County

FIRE DISTRICTS

CLARK COUNTY FIRE & RESCUE

Attest: _____

EAST COUNTY FIRE & RESCUE

Attest: _____

FIRE DISTRICT 3

Attest: _____

FIRE DISTRICT 6

Attest: _____

FIRE DISTRICT 9

Attest: _____

FIRE DISTRICT 10

Attest:

FIRE DISTRICT 11

Attest:

FIRE DISTRICT 13

Attest:

NORTH COUNTRY EMS

Attest:

COWLITZ-SKAMANIA FIRE DISTRICT 7

Attest:

CRESA COUNTY AND CITIES SERVICE AGREEMENT

R.E., Emergency Management Services

THIS AGREEMENT, entered this day by and between CLARK REGIONAL EMERGENCY SERVICES AGENCY, after this called "CRESA," *and* Clark County, the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and Yacolt, after this called "Parties."

WITNESSETH

WHEREAS, CRESA is a public corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW 35.21.730 through RCW 35.21.759; and

WHEREAS, the Washington State RCW 38.52 provides for the establishment of local organization for emergency management services in which two or more political subdivisions may join for the establishment and operations thereof; and

WHEREAS, since 1981 the Parties through an interlocal agreement, as amended or replaced, established CRESA as the joint local organization for emergency management services; and

WHEREAS, on October 24, 2017, the Clark County Board of Councilors approved an ordinance and charter establishing CRESA as a public corporation to provide emergency management services; and

WHEREAS, the Parties and CRESA are obligated to enter into this Service Agreement pursuant to Section 10 of the Bylaws.

NOW, THEREFORE, CRESA AND THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. CRESA Services.

A. Scope of Services. Throughout the term of this agreement, CRESA shall provide the services as outlined below, and perform those services more particularly set forth and defined in Exhibit A.

- 1) Emergency Management Services During the term of this Agreement, CRESA shall provide the Parties twenty-four (24) hour emergency management services including: Emergency Management Duty Officer Support; Emergency Operations Center Services; Emergency Preparedness Public Education; Public Alert and Warning Services; Emergency Management Training, Drills and Exercises; Emergency Management Planning Coordination; and Recovery Planning and Coordination. CRESA shall also provide the Parties administration of the State Region IV Homeland Security Program.

2. **Compensation.** The Parties shall be billed in accordance with Exhibit B for the upcoming calendar year. Unless otherwise agreed to by an individual Party, the Parties shall make four equal payments, which shall be due by the end of each quarter (March, June, September and December). Should a Party fall two (2) months in arrears from the payment due date, the Party shall be considered delinquent, and in that event, and after providing the required notice and opportunity to cure as set forth in Section 13 of this Agreement, CRESA shall have authority to terminate all services to the Party and all participation of the to the functions of CRESA, however, said Party shall be liable for its fees to CRESA through December 31st of the year of termination of the delinquent Party's services.
3. **Term.** The term of this Agreement shall continue unless CRESA is dissolved or as otherwise provided in Section 14 Withdrawal; and Section 15, Termination of the CRESA Bylaws.
4. **Indemnification Clause - Parties.** Each Party releases, indemnifies and promises to defend and save harmless CRESA, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by CRESA, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the Party, its officials, officers, employees and agents. In making such assurances, the Party specifically agrees to indemnify and hold harmless CRESA from any and all bodily injury claims brought by the Party and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against CRESA, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify CRESA against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of CRESA, its officials, officers, employees and agents.
5. **Indemnification Clause - CRESA.** The CRESA does release, indemnify and promise to defend and save harmless each Party, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by a Party, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the CRESA, its officials, officers, employees and agents. In making such assurances, the CRESA specifically agrees to indemnify and hold harmless each Party from any and all bodily injury claims brought by CRESA and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against a Party solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify a Party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of the Party, its officials, officers, employees and agents.
6. **Notice of Security Breach.** CRESA shall comply with all notice and other requirements

of RCW 42.56.590, as now in effect and may be amended, in the event of a breach of the security of the system as defined by RCW 42.56.590. Such compliance shall be at the sole expense of CRESA.

7. **Insurance.** CRESA and the Parties to this Agreement shall maintain during the life of this Agreement such Commercial General Liability (CGL) coverage as will provide coverage for claims for damages for bodily injury, including death, as well as for claims for damage to property which may arise directly or indirectly from performance of the work under this Agreement. Coverage limits shall be no less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. The parties shall provide each other a Certificate of Insurance or other appropriate documentation evidencing the coverage as set forth above if requested by a party.
8. **Amendments.** It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by CRESA and the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either CRESA or the Parties.
9. **Compliance With Law.** CRESA shall comply with all applicable federal, state and local laws and regulations applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.
10. **Assignment.** CRESA and the Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement. Provided however, this prohibition shall not apply to an assignment pursuant to a consolidation of a Party to this agreement with another Party to this agreement.
11. **Maintenance and Audit of Records.** CRESA and the Parties shall maintain books-, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit between CRESA and a given Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. CRESA and each Party shall retain all such books, records, documents and other materials as required by the Washington State Records Retention policy as established by the Washington Secretary of State.
12. **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party and CRESA. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

13. **Default/Dispute Resolution.** If either CRESA or a Party fails to perform any act or obligation required to be performed by it hereunder, the other shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue unless otherwise agreed to in writing and executed by both parties on additional time necessary for a reasonable cure; after which time it shall be in default ("Default") under this Agreement.
- In the event a default continues and/or any dispute arises (for anything other than non-payment) between the parties, either party may request in writing that the issue be resolved by mediation. If the parties are unable to resolve the dispute within ninety (90) days, then either party shall have the right to exercise any or all rights and remedies available to it in law or equity.
14. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.
15. **Public Disclosure Compliance.** The parties acknowledge that CRESA is an "agency" within the meaning of the Washington Public Records Act, Ch. 42.56 RCW, and that materials submitted by a Party to CRESA become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by CRESA in the event of a request for disclosure. In the event CRESA receives a public record request for any data or deliverable that is provided to CRESA and that is licensed from the Party, CRESA shall endeavor to notify the Party of such request. The Party shall save and hold harmless CRESA from any costs, attorney fees or penalties assessed under Ch.42.56 RCW for withholding or delaying public disclosure of such information.
16. **Consent and Understanding.** This Agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
17. **Severability.** If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.
18. **Effective Date.** This agreement shall go into effect among and between the parties upon the effective date of Ordinance 2017-10-08 that established CRESA as a public authority for the function of providing emergency communication and emergency management services.
19. **Ratification.** Acts taken in conformity with this agreement but prior to its execution are hereby ratified and affirmed.
20. **Execution and Filing.** The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clark County Clerk, which shall file an executed original of this Agreement with

the Clark County Auditor. The Clark County Clerk shall distribute duplicate conformed copies of the Agreement to each of the parties.

DATED this ____ day of _____, 2017.

CLARK REGIONAL EMERGENCY SERVICES AGENCY

Attest:

By: Don Chaney Chair, CRESA Administrative Board

CITY OF BATTLE GROUND

Attest:

By: Philip Johnson, Mayor

By: City Clerk for Battle Ground

Approved as to form:

City Attorney for Battle Ground

CITY OF CAMAS

Attest:

By: Scott Higgins, Mayor

By: City Clerk for Camas

Approved as to form:

City Attorney for Camas

CITY OF LA CENTER

Attest:

By: _____
Greg Thornton, Mayor

By: _____
City Clerk for La Center

Approved as to form:

City Attorney for La Center

CITY OF RIDGEFIELD

Attest:

By: _____
Ron Onslow, Mayor

By: _____
City Clerk for Ridgefield

Approved as to form:

City Attorney for Ridgefield

CITY OF VANCOUVER

Attest:

By: _____
Eric Holmes, City Manager

By: _____
City Clerk for Vancouver

Approved as to form:

City Attorney for Vancouver

CITY OF WASHOUGAL

Attest:

By: _____
Sean Guard, Mayor

By: _____
City Clerk for Washougal

Approved as to form:

City Attorney for Washougal

TOWN OF YACOLT

Attest:

By: _____
Jeff Carothers, Mayor

By: _____
City Clerk for Yacolt

Approved as to form:

City Attorney for Yacolt

**BOARD OF CLARK COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON**

By: _____
Marc Boldt, Chair

Attest: _____
By: Clerk to the Board

Approved as to form: _____
Attorney for Clark County

EXHIBIT A

CRESA Emergency Management Scope of Services

The CRESA shall provide emergency management services to the participating Parties based on the standards established in Washington Administrative Code (WAC) 118-30, Local and Joint Local Organizations for Emergency Management Plans and Programs as follows:

A. Program Administration

1. Laws and Authorities. CRESA shall provide for the joint local organization for emergency management services for the Parties in accordance with local and state laws related to the development and maintenance of an emergency management program including but not limited to the provision for the appointment of the emergency management director; and how the costs of supporting the organization shall be shared between the Parties. *[WAC 118-30-040(1)(a) Draft 17_11-03]*
2. Coordination.
 - a) CRESA shall maintain an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the tenets of the National Incident Management System (NIMS). *[WAC 118-30-040(5) Draft 17_11-03]*
 - b) CRESA shall submit a local preparedness report of the emergency management program to the State for review by July 31 of each calendar year. *[WAC 118-30-040(4) Draft 17_11-03]*
 - c) CRESA will meet semi-annually with Parties' leadership to seek and obtain continued and coordinated stakeholder involvement and input regarding the emergency management program, including but not limited to policies, plans, ordinances, training, exercises, budget, public education, strategies, and other emergency management issues. *[WAC 118-30-070(3)(s) Draft 17_11-03]*
3. Administration and Finance.
 - a) CRESA will establish and maintain a dedicated emergency management budget. *[WAC 118-30-070(3)(r) Draft 17_11-03]*
 - b) CRESA will provide fiscal and administrative procedures to support and accurately document normal and disaster operations of the organization. *[WAC 118-30-070(3)(q) Draft 17_11-03]*
 - c) CRESA will provide fiscal and administrative procedures that provide the ability to request, receive and manage funds in emergency situations for the delivery of assistance and cost recovery.
 - d) CRESA will provide state and federal emergency management grant administration and reporting requirements. *[WAC 118-30-070(3)(b) Draft 17_11-03]*

4. Strategic Planning. CRESA shall develop, with input from stakeholders, an emergency management strategic plan that includes: 1) a mission or vision statement; 2) identified goals, objectives and milestones; 3) a method of evaluation, maintenance and update of the plan.

B. Program Elements

1. Hazard Identification, Risk Assessment and Consequence Analysis. CRESA will develop and maintain a current multi-jurisdictional Hazard Identification Vulnerability Analysis (HIVA). *[WAC 118-30-060(1) Draft 17_11-03]*
2. Hazard Mitigation. CRESA will develop and maintain pre- and post-disaster mitigation program that regularly uses resources to mitigate the effects of emergencies and disasters associated with the risks or hazards identified in its hazard identification and vulnerability analysis. *[WAC 118-30-060(3)(c) Draft 17_11-03]*
3. Prevention. CRESA will engage prevention and protection partners to assess and improve capabilities for the hazards identified in the hazard identification and vulnerability analysis document. *[WAC 118-30-070(3)(t) Draft 17_11-03]*
4. Operational Planning and Procedures.
 - a) CRESA shall develop, promulgate and maintain for each parties' political subdivision a current comprehensive emergency management plan (CEMP) that is consistent and coordinated with the state comprehensive emergency management plan. *[WAC 118-30-040 (3) 118-30-060 (3) Draft 17_11-03]*
 - b) When requested and/or in concert with CRESA's Strategic Emergency Management Plan, CRESA will provide technical assistance in the development of regional or countywide functional emergency management plans and procedures.
5. Incident Management.
 - a) CRESA shall provide a 24 hour per day Duty Officer for emergency management issues.
 - b) Under the provisions of the Parties' cities and county codes, CRESA shall initiate, through the County Executive a Proclamation of Emergency when CRESA determines that a significant event or disaster has occurred which affects life, health, property or public peace.
 - c) CRESA, in conjunction with the Parties and the State's Emergency Management Division (EMD), will coordinate FEMA's post-disaster preliminary damage assessment (PDA) process. The Parties' political subdivisions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each Party remains responsible for the costs it incurs.
 - d) CRESA shall develop and maintain procedures for documenting critical information received and decisions made during emergency operations center activations. *[WAC 118-03-070(3) (o) Draft 17_11-03]*

- e) CRESA shall develop and maintain system tools and structures used in the Clark Regional Emergency Operations Center (CROEC) for analyzing emergencies or disasters; and shall provide a process for clear and effective decision making for response and recovery. *[WAC 118-03-070(3) (k) Draft 17_11-03]*
6. Resource Management, Mutual Aid and Logistics.
- a) CRESA will develop and maintain a process for documenting the registration, mobilization, engagement and use of emergency workers consistent with Chapter 118-04 WAC and to mobilize community support in the event of an emergency or disaster. *[WAC 118-03-070(3)(f) Draft 17_11-03]*
 - b) CRESA will develop and maintain a process to manage spontaneous volunteers and donations in the event of an emergency or disaster. *[WAC 118-03-070(3)(g) Draft 17_11-03]*
 - c) CRESA will work in collaboration with the Parties to develop volunteer capabilities that augment local emergency response efforts.
 - d) CRESA will develop and maintain a resource management system that identifies, obtains, accounts for and in a timely fashion distributes services, supplies and equipment needed during significant emergencies and disasters. *[WAC 118-03-070(3)(e) Draft 17_11-03]*
 - e) CRESA will develop and maintain protocols for sharing resources with other political subdivisions in response to a request under the Intrastate Mutual Aid System established by Chapter 38.56 RCW or other mutual aid agreements. *[WAC 118-03-070(3) (h) Draft 17_11-03]*
7. Communications and Warning. CRESA will develop and maintain appropriate equipment and procedures for communicating to program stakeholders, emergency personnel and the public for efficient preparation, response to, and recovery from emergencies or disasters. *[WAC 118-03-070(3)(i) Draft 17_11-03]*
8. Facilities. CRESA shall provide and maintain the primary and alternate Clark Regional Emergency Operations Center (CREOC) to adequately support Parties during significant events and disasters. This shall include a process for activating the primary CREOC within two hours of the event's occurrence. *[WAC 118-03-070(3) (j) Draft 17_11-03]*
9. Training.
- a) CRESA will develop and maintain a training program that includes appropriate training for emergency management staff, emergency response personnel, key public officials and decision-makers accordance with the National Incident Management System (NIMS). *[WAC 118-03-070(3)(l) Draft 17_11-03]*
 - b) CRESA will develop an annual training and exercise calendar based on identified needs, regulatory requirements and stakeholder input.
10. Exercises, Evaluation and Corrective Actions.
- a) CRESA shall develop and maintain an emergency management exercise

program that includes evaluation of emergency response and recovery capabilities and a corrective action process designed to improve and/or validate emergency management, training, plans, processes, systems, and procedures. *WAC 118-03-070(3)(m) Draft 17_11-03]*

- b) CRESA shall conduct an emergency operations exercise to test the CEMP at least once each calendar year if an emergency or disaster has not impacted the area during that time period. *[WAC 118-30-060(3)(d)(iii) Draft 17_11-03]*

11. Public Information and Education.

- a) CRESA will work in conjunction with participating jurisdictions to provide disaster-related preparedness and education in order to improve overall community resilience. *[WAC 118-03-070(3)(p) Draft 17_11-03]*
- b) CRESA shall develop and maintain a public information plan that includes the capability of participation in a joint information system during an emergency or disaster. *[WAC 118-03-070(3) (n) Draft 17_11-03]*

CLARK REGIONAL EMERGENCY SERVICES AGENCY
(CRESA)
BYLAWS

1. NAME

Clark Regional Emergency Services Agency (“CRESA”) established by Clark County, Washington, pursuant to RCW 35.21.730 through 35.21.757 and Ordinance No. 2017-10-08 adopted by the Board of County Councilors on October 24, 2017. These Bylaws are subject to any limitations herein, the Ordinance and Charter of CRESA.

2. DEFINITIONS

Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them in R.C.W. 35.21, 38.52, 39.34, and 82.14, provided that in case of any conflict, Clark County Ordinances codified as Ch. 2.48A and Ch. 2.74A Clark County Code, shall control:

2.1 “9-1-1 Communications Services” means the regional organization for 9-1-1 call taking and radio dispatch for law enforcement, fire and ambulance providers within Clark County and portions of Cowlitz and Skamania County.

2.2 “Charter” means the articles of organization of CRESA adopted by County Ordinance No. 2017-10-08 and all subsequent amendments.

2.3 “Customer” means organizations that enter into contract for specific services with CRESA and have no voting representation on the CRESA Administrative Board and do not assume costs related to long-term investments into the infrastructure, therefore service fees would be calculated accordingly.

2.4 “Emergency Management Services” means the program that assists participating jurisdictions in preparing for, responding to, and recovering from major emergencies and disasters pursuant to R.C.W. 38.52.

2.5 “Executive Head” and “Executive Heads” means the county executive in those charter counties with an elective office of county executive, however designated, and, in the case of other counties, the county legislative authority. In the case of cities and towns, it means the mayor in those cities and towns with mayor-council or commission forms of government, where the mayor is directly elected, and it means the city manager in those cities and towns with council manager forms of government. Cities and towns may also designate an executive head for the purposes of this chapter by ordinance.

2.6 “Founding Public Agency” or “Parties” means those parties that were previous signatories to the CRESA Interlocal Agreement entered into February 20, 2001 and that have invested in the infrastructure; are representation on the CRESA Administrative Board and are specifically listed in Section 3 or these Bylaws.

2.7 “General purpose governmental jurisdiction” means the state, a city, or a county.

- 40 2.8 "Radio System and Services" means a countywide radio communications
41 infrastructure comprised of voice/data microwave systems.
- 42 2.9 "Service Fee Formula" means the allocation of the cost of CRESA services
43 determined by the CRESA Administrative Board for the purposes of calculating the
44 founding public agencies' or customers' obligations to contribute to the funding of
45 such services for the year.
- 46 2.10 "Small Cities" means the cities of Battle Ground, Camas, LaCenter, Ridgefield,
47 Washougal and Yacolt.

48 **3. PARTICIPATION**

49 Clark County and the Cities of Battle Ground, Camas, LaCenter, Ridgefield,
50 Vancouver, Washougal and Yacolt, and Clark County Fire Districts 3, 6, 9 dba East
51 County Fire and Rescue, 10, 11 dba Clark County Fire and Rescue, and 13, and
52 NCEMS and Cowlitz-Skamania Fire District #7 participate in the operation of CRESA
53 for the purpose of consolidated 9-1-1 communications and regional radio system and
54 services through a combined service agreement.

55 Clark County, which includes the unincorporated service areas within the County, and
56 the Cities of Battle Ground, Camas, LaCenter, Ridgefield, Vancouver, Washougal, and
57 Yacolt also participate in CRESA for the purpose of consolidated emergency
58 management services.

59 Other general purpose governmental jurisdictions and public service providers may join
60 CRESA as a Customer or a Founding Public Agency for consolidated 9-1-1 dispatch
61 and regional radio system and services upon approval of Customer or a Founding
62 Public Agency status by the CRESA Administrative Board (herein after "Board") and
63 based on the process established by the Board and execution of appropriate service
64 agreements.

65 Organizations who are neither general purpose governmental jurisdictions or public
66 service providers may join CRESA as Customers for consolidated 9-1-1 dispatch and
67 regional radio system and services upon approval of Customer status by the Board and
68 execution of separate service agreements.

69 Other organizations who are general purpose governmental jurisdictions or public
70 service providers may participate in emergency management services as Customers
71 upon approval of Customer status by the Board and based on the process established by
72 the Board and execution of separate service agreements.

73 **4. GOVERNING BOARD COMPOSITION, AUTHORITY AND RESPONSIBILITIES**

74 **4.1 Composition**

75 The Board shall consist of the individuals established in Section VII of the
76 Charter.

77 **4.2 Authority and Responsibilities**

78 The Board shall have the authority and responsibilities as established in Section
79 VII of the Charter

81 4.3 **Conditions**

82 All members of the Board shall serve without compensation from CRESA.
83 Members may only serve for such time they are duly appointed to the Board and
84 acting in the capacity they represent.

85 4.4 **Modification and Replacement**

86 Membership and structure of the Board may only be modified through an
87 amendment to the Ordinance 2017-10-08 and Charter, recommended by two-
88 thirds of the entire Board, and approved by the majority of the participating
89 agencies.

90 The Board may, in the event of a permanent vacancy on the Board, solicit the
91 appointment of a replacement member from the appointing authority. In the
92 event the appointing authority fails to appoint a replacement within sixty (60)
93 days of the Board's request, the Board may select a person to fill that vacancy.

94 **5. OFFICERS, ELECTIONS, TERMS AND DUTIES**

95 5.1 **Board Offices**

96 5.1.1 Nomination and Election of Officers

97 The majority of the whole membership of the Board shall select a Chair
98 and Vice-Chair. The duties of the Chair are set forth in Article 6 of these
99 Bylaws.

100 5.1.2 Terms of Officers

101 The term of office for Chair and Vice-Chair shall be one year.

102 5.1.3 Removal of Officers

103 The Chair or Vice-Chair may be removed, with or without cause, by two-
104 thirds of the entire board, after providing thirty (30) days written notice to
105 the person to be removed.

106 5.1.4 Vacancies in Offices

107 Vacancies for Chair shall be filled by the Vice-Chair and the resulting
108 vacancy of the Vice-Chair shall be filled immediately by the regular
109 election procedure in 3.2.1 for the unexpired portion of the term.

110 5.2 **Meetings and Meeting Notice**

111 5.2.1 Regular Meetings

112 The Board shall meet not less than four (4) times per year. The time and
113 place of regular meetings of the Board shall be established by the Board on
114 or before January of each year.

115 5.2.2 Special Meetings

116 Special meetings may be called at any time by the Chair or by a majority
117 of the whole Board. Written notice of the special meeting shall be given
118 based on the requirements established in RCW 42.30.080. The notice shall
119 specify the time and place of the meeting and the business to be transacted.

5.3 Quorums

Five (5) members of the Board constituting five votes shall constitute a quorum for the transaction of business except for certain exceptions as outlined in the Ordinance 2017-10-08, Charter and these bylaws which require two-thirds of the entire Board.

5.4 Voting

Every Board member shall be entitled to vote on all issues before CRESA at duly called meetings under Section 5.2.

5.5 Parliamentary Procedure

Unless otherwise governed by the provisions of these Bylaws or the laws of the State of Washington, Roberts Rules of Parliamentary Procedure shall govern the conduct of all Board meetings. The Chair or his/her designee shall be the parliamentarian.

5.6 Board Acting As A Body

The Board shall act as a body in making its decisions and announcing them. No member shall speak or act for the Board without prior authorization of the Board except as otherwise provided for in these Bylaws.

5.7 Record of Board Meetings

The proceedings of the Board meetings shall be recorded and maintained in accordance with RCW 42.32. The minutes shall consist primarily of a record of the action taken. Prior to the adoption of the minutes, copies of the proposed minutes shall be forwarded to all Board members prior to the next regular meeting for their reference and/or correction. At the next regular meeting, the Board shall consider the minutes for adoption or necessary corrections.

5.8 Advisory Committees

The Chair, from time to time, may appoint Board members and other interested private citizens and representatives of groups and organizations to serve on standing or special committees. At the time of the appointment of such members, the Chair shall state the objective of the Committee and the date upon which a report shall be issued to the Board. Recommendations of such committees shall be considered as advisory only.

5.8.1 Financial Subcommittee

The purpose of the Financial Subcommittee is to review and provide recommendations to the Board regarding operating budgets and funding, cost share distributions, funding of long term capital debt and other financial matters deemed appropriate by the Board. CRESA Membership of the Financial Subcommittee shall consist at a minimum of five (5) of the following financial representatives: one (1) member from Clark County; one (1) member from the City of Vancouver; one (1) member from the small cities; one (1) member from fire districts; and one (1) member from CRESA staff.

6. DUTIES OF THE CHAIR

The Chair shall preside at all meetings of the Board. In the event of the Chair's absence or inability to preside, the Vice-Chair shall assume the duties of presiding over the meetings of the Board.

The Chair shall act as a spokesperson for the Board and shall act as its representative at meetings with other organizations, committees and other such activities unless such representative shall otherwise be authorized by the Board; provided, however, the Chair may delegate to any Board member the duty of being a representative for Board. The Chair or his/her designated Board member acting as a representative shall make no pronouncements that will obligate or commit CRESA except as provided by these Bylaws or pursuant to the authorization of the Board.

7. AUTHORITY AND RESPONSIBILITIES OF THE DIRECTOR

The CRESA Director shall have the authority and responsibilities to administer the programs of the CRESA and policies adopted by the Board, and in particular shall:

- 7.1 Prepare for consideration and adoption by the Board a proposed annual budget of revenues and expenditures for CRESA for the next calendar year;
- 7.2 Prepare for consideration and adoption by the Board a proposed annual work plan for CRESA and previous year's work plan performance.
- 7.3 Through service agreements, provide regional 9-1-1 communication and regional radio system and services;
- 7.4 Through the service agreements, provide the participating cities, towns, and counties with local emergency management services as established under R.C.W. 38.52;
- 7.5 Have the authority to hire, discipline, and discharge CRESA personnel in accordance with personnel policies ;
- 7.6 Subject to approval of the Board, negotiate and execute any collective bargaining agreements with CRESA employees;
- 7.7 Negotiate and execute any contracts for services up to \$50,000.00 without Board approval;
- 7.8 Administer all CRESA day-to-day operations consistent with the policies adopted by the Board.

8. FINANCING

8.1 9-1-1 Communication Services and Radio System Services

For 9-1-1 Communication Services and Radio System Services, so as to ensure appropriate funding of CRESA facilities, equipment and property related to 9-1-1 Operations, Enhanced 9-1-1/CAD, and Regional Radio Systems, the Board shall consider recommendations from the CRESA Financial Subcommittee. These financing recommendations shall include consideration of the options for funding of long term capital debt, equipment replacement, and ongoing operations as established under appropriate agreements and resolutions. These financial options shall also include cost allocation formulas, rates, and appropriate charges for

services provided to founding public agencies and customers (see Exhibit A, Service Fee Formula).

8.2 Emergency Management Services

For Emergency Management Services, a per capita charge shall be assessed to participating parties. In calculating the per capita charge, a party's population (numerator) shall be divided by the total of all participating parties' population (denominator) multiplied by that portion of the emergency management budget that is not reimbursed by the Federal Government through the State or other outside revenue sources. A party's population shall be based on the most recently published figures from the State Office of Financial Management ("OFM"). In the event that OFM does not publish such figures on an annual basis, the Director shall request such figures from OFM and, if provided, those figures shall be utilized. In the event of an emergency resulting in the necessity for the carrying out of emergency functions for the preservation and protection of life and/or property, the cost of emergency management services provided by CRESA related to such emergency shall be borne by the emergency management fund balance (if any) and participating political subdivisions affected by such emergency; provided that the Director of CRESA shall obtain approval for such emergency expenditures from the executive head(s) of the benefited political subdivision(s) at the earliest opportunity. If in any case the Board cannot agree upon the proper division of cost, the matter shall be referred to the State Emergency Management Council for arbitration; and the decision of the Council shall be binding.

9. BUDGETING

For regional 9-1-1 communication services, regional radio system and regional emergency management services the CRESA Financial Subcommittee shall meet at least twice a year. The first meeting will be in the first quarter of the year to review the previous year's revenues and expenses to determine if CRESA is meeting the key principles and concepts established under appropriate financing agreements and resolutions. The second meeting will occur in the third quarter of the year to review preliminary baseline budget for the following year. Based on recommendations from the Financial Subcommittee, the Director of CRESA shall recommend the preliminary budget to the Board on or before the end of the 3rd Quarter, (September 30th) of each year. This budget shall include: proposed services levels, baseline operations budget, any proposed enhancements, recommended capital equipment acquisition, and proposed financing methodologies. The Board shall adopt the final CRESA budget on or before December 15th of each year.

10. SERVICE AGREEMENTS

A service agreement with the Founding Public Agencies and each Customer shall be entered into for the provision of CRESA providing consolidated 9-1-1 communications and regional radio system and services. A service agreement with Clark County and the cities listed in Section 3 shall also be entered into for the purpose of CRESA providing consolidated emergency management services.

These agreements will establish: 1) the scope of CRESA services; 2) the financing for CRESA services is based on Section 8 of these Bylaws; 3) provision of termination based on Section 13 of these Bylaws; Insurance; and Indemnification.

11. INSURANCE REVIEW

The Board shall annually review CRESA's liability and other insurance coverage after providing parties to this Agreement an opportunity to comment on the adequacy of such coverage.

12. AMENDMENT

These Bylaws, as adopted by the Board, may be revised or amended at any regular or special meeting of the Board by a vote of the majority of the whole membership of the Board, except as otherwise provided in the these Bylaws; provided that copies of the proposed revisions or amendments shall have been available to each Board Member at least two (2) weeks prior to the regular or special meeting at which proposed revisions or amendments are to be acted upon.

13. TERMINATION

At the end of four years, or any time thereafter, party may withdraw from the service agreement by giving one year's written notice of their intent to withdraw. Any withdrawal shall be effective no sooner than midnight of December 31st of the year following the giving of the notice.

14. DISSOLUTION

The provisions of dissolution are established in Ordinance 2017-10-08.

15. SEVERABILITY

If any provision of these Bylaws or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of these Bylaws which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of these Bylaws are declared to be severable.

MOVED AND PASSED at a meeting of the CRESA Administrative Board on Nov. 2, 2017 of which all of the members were notified and a quorum was present.

CRESA ADMINISTRATIVE BOARD


Don Chaney, Chair

EXHIBIT A

CRESA Services USER COST ALLOCATION FORMULA

9-1-1 Dispatch and Radio System Services:

CRESA's 9-1-1 Dispatch and Radio System Services operating costs are funded by the 9-1-1 Excise Tax and customer contracts, with the remaining balance funded by user fees. The following model allocates how the user fees are established.

The objectives of this funding model is to: 1) provide stability and sustainability; 2) be simple to administer and easy to understand; 3) be fair and equitable between user agencies; 4) allow flexibility within CRESA operations; and 4) supports the differentiation between Owners and Customers.

Based on calls being the most basic unit of work at CRESA, the following cost allocation for 9-1-1 Dispatch and Radio System Services is established:

- Owners' contribution to the cost of CRESA's approved budget (after E-911 tax, Contract revenues, miscellaneous revenues and reimbursements) based upon Agency percentage of total call volume plus radio count. The formula equates to: 85% Call Volume and 15% Radio count.
- The total Call Volume and Radio Count for any given budget cycle are based on a rolling average of the activity for the agency over the previous two years. See figure 2 below for an example.
- Call Volume is based on Calls that generate a CAD entry.
- Radio Count is based on an annual inventory of the number of radios owned by the agency.

Example:

Budget Cost - Excise Tax, Contracts and Misc. Revenue	% Total Calls	Call Allocation	Call Cost
\$5,996,312	43.62%	0.85	\$2,223,253
Budget Cost - Excise Tax, Contracts and Misc. Revenue	% Total Radio	Radio Allocation	Radio Cost
\$5,996,312	16.45%	0.15	\$147,959
Total Agency Costs			\$2,371,212

Note – Costs related to services or equipment that are of sole benefit to an individual agency, or small group of agencies shall be passed through solely to that agency (e.g., license or maintenance costs associated with software or computer interfaces)

Impacts to owner fees, apart from call volume are expected to be:

- Changes in CRESA's Budget
- Changes in the E9-1-1 Tax
- Changes in Customer contract and miscellaneous revenues

Emergency Management Services:

CRESA's Emergency Management Services operating costs are funded by the State Emergency Management Performance Grant (EMPG), the Washington State Homeland Security Program (SHSP) grants, and any private contracts, with the remaining balance funded by a per capita rate assessed to the participating county and cities. The per capita rate is based on the most recent population figures established by the Washington Office of Financial Management.

Example:

Budget/Revenue Forecast

Item	Budget
Current year EMPG	\$68,918
Carryover EMPG (9/1/15-8/31/16)	\$89,600
SHSP M&A for Manager	\$10,000
SHSP FTE	\$73,474
Private Contracts (i.e., PacifiCorp)	\$1,500
Total Grants	\$243,492
Use of EM Reserves	\$33,783
Per Capita Revenue	\$378,831
Total Revenue	\$656,106
Total Expenditures	\$656,106

Per Capita Allocation

Per Capita Charge	0.8557
County/City	Population
Clark County	210,140
Battle Ground	18,680
Camas	20,880
LaCenter	3,050
Ridgefield	6,035
Vancouver	167,400
Washougal	14,910
Yacolt	1,620
Total Population	442,715
County/City	Per Capita Costs
Clark County	\$179,817
Battle Ground	\$15,984
Camas	\$17,867
LaCenter	\$2,610

Ridgefield	\$5,164
Vancouver	\$143,244
Washougal	\$12,758
Yacolt	\$1,386
Total Per Capita Revenue	\$378,830