



**CITY COUNCIL REGULAR MEETING AGENDA**  
**Monday, July 16, 2018, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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NOTE: For both public comment periods - come forward when invited; state your name and address; limit comments to three minutes. Written comments can be given to the City Clerk. If it is a public hearing or a quasi-judicial matter, special instructions will be provided.




**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENTS**

**V. CONSENT AGENDA**

- A. Approve the July 2, 2018, Camas City Council Regular and Workshop meeting minutes.
  -  [July 2, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)
  - [July 2, 2018 Camas City Council Regular Meeting Minutes - Draft](#)
- B. Approve the automated clearing house and claim checks as approved by the Finance Committee.
- C. Authorize the write-off of the June 2018 Emergency Medical Services (EMS) billings in the amount of \$87,295.16. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- D. Approve the Final Plat for The Village at Camas Meadows Subdivision Phase 2, which consists of 46 lots. The Village at Camas Meadows Subdivision received Preliminary Plat approval on July 27, 2016. (Submitted by Lauren Hollenbeck, Senior Planner).
  -  [Staff Report](#)
  - [The Village at Camas Meadows Phase 2 Plat](#)
- E. Authorize the Mayor or designee to sign the Consultant Agreement with Otak for Stormwater Illicit Discharge Detection and Elimination (IDDE) Field Screening in an amount not to exceed \$59,027. (Submitted by Steve Wall)
  -  [Municipal Stormwater Permit Consultant Agreement](#)

NOTE: Consent Agenda items may be removed for general discussion or action.

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

- A. Staff
- B. Council

## **VII. MAYOR**

- A. Announcements
- B. Mayor's Volunteer Spirit Award

 [July 2018 Bob Hitchcock](#)

## **VIII. MEETING ITEMS**

- A. There are no meeting items.

## **IX. PUBLIC COMMENTS**

## **X. ADJOURNMENT**

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



## **CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**

**Monday, July 2, 2018, 4:30 PM**

**City Hall, 616 NE 4th Avenue**

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### **I. CALL TO ORDER**

Mayor Pro Tem Don Chaney called the meeting to order at 4:30 p.m.

### **II. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Deanna Rusch, Melissa Smith and Shannon Turk

Excused: Steve Hogan

Staff: Jerry Acheson, Pete Capell, Sarah Fox, Cathy Huber Nickerson, Mitch Lackey, Leona Langlois, Heather Rowley, Nick Swinhart, Steve Wall and Alicia Harris (intern)

Press: No one from the press was present

### **III. PUBLIC COMMENTS**

Pat Motheral, 5734 NW 26th AVE, Camas, commented about a proposed traffic signal.

### **IV. WORKSHOP TOPICS**

#### **A. Clark County Homeless Action Plan**

Details: Council for the Homeless is updating the Clark County Homeless Action Plan. The last update was adopted in May 2015; before the housing boom and before coming out of the recession. This presentation includes the efforts planned for the next three to five years to address homelessness in Clark County.

Presenter: Kate Budd, Executive Director, Council for the Homeless

 [Clark County Homeless Action Plan Presentation](#)

[Clark County Homeless Action Plan Survey](#)

Budd gave the presentation and encouraged participation in the Homeless Action Plan Survey.

#### **B. Camas Urban Tree Program**

Details: The City was awarded a grant from the State of Washington Department of Natural Resources (DNR) to develop an Urban Tree Program. The work for the project included current zoning diagnosis; a public survey; outreach during

Camas Days; working with an ad hoc committee of citizens; updating the Design Standards Manual with street tree species; and creating outreach materials that will increase the public's knowledge of tree care and the new ordinance. Staff conducted workshops with the Planning Commission on October 17, December 12, and March 20. Workshops with City Council were held on November 6, and December 4. At a public hearing on June 19, the Planning Commission forwarded a recommendation of approval to the City Council. A staff report with the proposed program, exhibits and public comments will be included with the agenda for the public hearing.

Presenter: Sarah Fox, Senior Planner

A public hearing will be placed on the July 16, 2018 Regular Agenda.

C. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous items or updates.

D. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

Wall provided an update about the public hearing for the MCIMetro Franchise Agreement and the signal planned for the intersection of NW Pacific Rim BLVD and SE Payne RD.

Wall commented about item C. on the Consent Agenda.

E. Parks and Recreation Growth Assessment (PRGA) Committee Update

Details: The PRGA Committee was convened to assess the long-term funding issues facing parks and recreation and to recommend a solution. This update includes the committee's work to date and proposes a path forward.

Presenter: Jerry Acheson, Parks and Recreation Manager and Pete Capell, City Administrator

 [Parks and Recreation Growth Assessment Recommendation](#)

Acheson provided a brief summary and requested direction from Council. Discussion ensued.

F. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Pete Capell, City Administrator

Capell attended the Camas Washougal Economic Development Association (CWEDA) meeting and the State Auditor's Office (SAO) exit interview. He commented about the Association of Washington Cities (AWC) conference he attended.

Capell sought Council's direction regarding the Form of Government. Discussion ensued.

## **V. COUNCIL COMMENTS AND REPORTS**

Smith attended meetings for the Correction Facility Advisory Committee and the Design Review Committee. She commented about attending the retirement celebration for Paul Hargrave and the Camas-Washougal Chamber of Commerce luncheon.

Smith and Chaney commented about the Downtown Camas Association's (DCA) Camas Car Show being held on July 7, 2018.

Smith and Rusch attended the Parks and Recreation Commission open house.

Carter stated the Camas Farmer's Market had been canceled for July 4, and that the DCA's First Friday occurring this week.

Turk attended the SAO exit interview.

Rusch attended meetings of the Lodging Tax Advisory Committee, the Planning Commission, and the Parks and Recreation Commission.

## **VI. PUBLIC COMMENTS**

No one from the public wished to speak.

## **VII. ADJOURNMENT**

The meeting adjourned at 5:40 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



## **CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**

**Monday, July 2, 2018, 7:00 PM**

**City Hall, 616 NE 4th Avenue**

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### **I. CALL TO ORDER**

Mayor Pro Tem Don Chaney called the meeting to order at 7:00 p.m.

### **II. PLEDGE OF ALLEGIANCE**

### **III. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Deanna Rusch, Melissa Smith and Shannon Turk

Excused: Steve Hogan

Staff: Pete Capell, Cathy Huber Nickerson, Heather Rowley, David Schultz, Nick Swinhart and Alicia Harris (intern)

Press: No one from the press was present

### **IV. PUBLIC COMMENTS**

Adam Brice, 26305 NE 10th ST, Camas, commented about the Fire Department.

### **V. CONSENT AGENDA**

- A. Approved the June 18, 2018, Camas City Council Regular and Workshop meeting minutes.

 [June 18, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)  
[June 18, 2018 Camas City Council Regular Meeting Minutes - Draft](#)

- B. Approved automated clearing house and claim checks numbered 137540 to 137650 in the amount of \$604,015.13. Approved automated clearing house, direct deposit and payroll checks numbered 7599 to 7617 and payroll accounts payable checks numbered 137526 to 137539 in the amount of \$1,955,827.25. Approved electronic payments for the month of June in the amount of \$2,277,422.86.
- C. Authorized the Mayor to sign the Community Development Block Grant (CDBG) Agreement with Clark County for the receipt of \$180,000 for the NE Adams Street Improvements. The project boundaries are from NE 19th Avenue to NE 21st Avenue. Improvements include replacement of the sewer and water mains and connecting services for each; sidewalks on the west side; curb ramps;

roadway rehabilitation; signing and pavement markings. Additional funding for this project is from the water and sewer utility funds in the 2018 Capital Budget. (Submitted by Jim Hodges)

 [Adams Street Improvements CDBG Agreement](#)

- D. Authorized the Mayor to sign a professional services agreement with Wallis Engineering for permitting and 30% design services for Lacamas Creek Sewer Pump Station Improvements in an amount not to exceed \$361,189.00. This project design is fully funded in the 2018 Capital Budget. (Submitted by Jim Hodges)

 [Lacamas Creek Pump Station Professions Services Agreement](#)

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

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

- A. Staff

There were no updates from staff.

- B. Council

Anderson and Chaney commented about the Downtown Camas Association's (DCA) Camas Car Show on July 7, 2018.

## **VII. MAYOR**

- A. Announcements

Mayor Pro Tem Chaney commented about the retirement of Fire Battalion Chief Larry Larimer.

- B. Mayor's Volunteer Spirit Award

 [June 2018 Erika Cox](#)

Mayor Pro Tem Chaney presented the June Mayor's Volunteer Spirit Award to Erika Cox.

## **VIII. MEETING ITEMS**

There were no regular business items.

## **IX. PUBLIC COMMENTS**

Adam Brice, 26305 NE 10th ST, Camas, commented about the Fire Department.

## **X. ADJOURNMENT**

The meeting adjourned at 7:16 p.m.

## STAFF REPORT

### Final Plat for The Village at Camas Meadows Subdivision Phase 2

File No. FP17-06

(Related File: SUB15-04; MINMOD18-02)

TO: Mayor Higgins  
City Council

FROM: Lauren Hollenbeck, Senior Planner  
Anita Ashton, Project Manager

DATE: July 10, 2018

LOCATION: The development is located east of NW Payne Street between NW Lake Road and NW Camas Meadows Drive in the SW ¼ of Section 28, Township 2 North, Range 3 East, of the Willamette Meridian; and described as tax parcel 175951-000.

APPLICANT/ OWNER: Gus Harb  
Harb Engineering, Inc  
701 Columbia Street, Suite 111  
Vancouver, WA 98660

APPLICABLE LAW: The final plat application was submitted December 8, 2017, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

#### BACKGROUND INFORMATION:

- Total site area for Phase 2: 8.7 acres
- Lots: 46 detached residential dwellings
- Zoning: MF-18 Multi-Family Residential

The Village at Camas Meadows Phase 2 is the second phase of a 19.5 acre subdivision (originally), which received preliminary plat approval on July 27, 2016, for 77 residential lots including a future development tract for apartments. At the time of writing this staff report the applicant has either completed the improvements on site, or has provided acceptable financial security to complete the improvements pursuant to the Camas Municipal Code.

This staff report addresses the requirements for final plat approval. Staff found that the application met the requirements of Final Plat approval in accordance with CMC§17.21.060.



Conditions of Approval (FP17-06)	Findings
<b>A. Standard Conditions of Approval</b>	
1. All construction plans will be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.	Complete
2. Underground (natural gas, CATV, power, street light and telephone) utility plans shall be submitted to the City for review and approval prior to approval of the construction plans.	Complete
3. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved subdivision.	Complies
4. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer's estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.	Complete
5. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All design will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners.	Will comply.
6. A homeowner's association (HOA) will be required for this development. The applicant will be required to furnish a copy of the CC&R's for the development to the City for review and approval. Specifically, the applicant will need to make provisions in the CC&R's for maintenance of the stormwater detention and treatment facilities, the storm drainage system, street lighting, fencing, landscaping, irrigation, parking areas, retaining walls, private roads and tracts or easements outside of the City's right of way if applicable.	CC&R's were reviewed and approved.
7. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the Public Works Department and DAHP.	Will comply.
8. Final plat and final as-built construction drawing submittals shall meet the requirements of the CMC 17.11.060, CMC 17.01.050 and the Camas Design Standards Manual for engineering as-built submittals.	Complete
9. The applicant shall remove all temporary erosion prevention and sediment control measures from the site at the end of the two-year warranty period, unless otherwise directed by the Public Works Director.	Will comply.
10. Building permits shall not be issued prior to the City's final acceptance of the improvements and the final plat is recorded.	Will comply.
<b>B. Special Conditions of Approval</b>	
11. A Site Plan Review and Design Review application shall be submitted prior to final plat approval of Phase 3 for the 138 multi-family apartment development.	This condition does not apply to Phase 2.
12. Accessory dwelling units shall not be precluded from CC&R's.	Complied

13. The applicant shall extend an 8-inch diameter waterline from the intersection of NW Camas Meadows Drive and NW Payne Road east to NW Magnolia Loop.	Complied
14. The applicant shall extend an 8-inch diameter waterline from NW Magnolia Street east and south to the northerly terminus of NW Larkspur Street and tie into the existing 8-inch diameter dead end water line in NW Larkspur Street.	Complied
15. Prior to final engineering approval of any phase, the applicant shall demonstrate to the satisfaction of the city that the proposed direct release of stormwater meets the criteria of 2.5.7 of the 2012 SMMWW, or provide an acceptable alternative regional stormwater treatment and flow control system as allowed in CMC 17.19.040(C, 3a) that will serve both this project and the Parklands at Camas Meadows development north of the site, or provide a separate on-site stormwater treatment and flow control system to serve only the subject property.	Complied
16. If direct release of stormwater flows in Lacamas Lake is approved, prior to final approval of any phase the applicant shall ensure that an adequate and acceptable perpetual stormwater easement across the Camas Meadows Golf Course is in place and recorded with Clark County."	Not applicable
17. Stormwater runoff from the proposed lots and landscaped areas of the site shall be directed into the streets and/or into a stormwater treatment system that will provide adequate phosphorus removal from the yard and landscaped areas of the site prior to release into the wetlands.	Complied
18. Public stormwater lines serving the site shall be located within the proposed roadways to the greatest extent practical. Stormwater lines not located within the ROW shall be placed in a private easement and maintained by the homeowners association.	Complied
19. The applicant shall make adequate provisions in the CC&R's at the time of final platting for the maintenance of the stormwater treatment facilities located within the NW Camas Meadows Drive extension.	Complied
20. Individual 1,500-gallon S.T.E.P. sewer systems shall be installed at the time of single-family home construction for all proposed attached lots and single-family detached lots in Phases 1 and 2. The cost of the system shall be borne by the homebuilder and a right of entry shall be granted to the city for the perpetual maintenance of these S.T.E.P. systems.	Complied. Addressed with a note on the plat.
21. Existing water wells on-site shall be properly abandoned in accordance with State and County guidelines prior to final plat approval for the particular phase that the well may be located in. Additionally, any water rights associated with the abandoned well shall be transferred to the City.	Complied
22. Prior to final engineering approval of any phase, the applicant shall make adequate provisions for sight distance easements over the lots adjacent to the substandard street centerline curves. The applicant shall note on the face of the plat any parking and or planting restrictions associated with the sight distance easements.	Complied
23. The private road that provides access to Lots 15-18 in Phase 1 shall be placed in a tract and owned and maintained by the Homeowner's Association.	This condition does not apply to Phase 2.

24. The side lot lines at the street for Lots 10/11, 13/14, 27/30, 33/34, and 36/37 in Phase 2 shall be adjusted to run radial to the curve of a curved street or alternately the proposed private roads shall be placed in a tract. The side lot lines including any required private road easement adjustments or tracts shall be shown on the final engineering plans for City review and approval.	Complied.  Note- lot numbers were revised based on condition no. 39.
25. The proposed development shall not take access off of NW Nightshade Street.	Complied.
26. Prior to final engineering plan approval of any phase, the applicant shall obtain City approval of a conceptual street plan showing a feasible public street connection between Phase 1 and Phase 2 through the abutting property(ies) southwest of the site. The conceptual street plan shall, to the extend feasible, accommodate efficient development on the abutting property(ies) and minimize the need for additional grading.	Sufficient site circulation was provided with Phase 1 to the southwest abutting property and therefore complies.
27. Prior to final acceptance of the infrastructure improvement chosen for each phase, the applicant shall extend street stubs from the public street in Phase 1 (NW Orchid Street) to the south boundary of the site and the public street in Phase 2 (NW Magnolia Loop) to the east boundary of the site consistent with the approved conceptual street plan.	A street stub was provided to the southern property line for future extension and therefore complies.
28. Street names shall be reviewed and approved by the Building Department prior to final plat approval.	Complied.
29. Automatic sprinklers installed per NFPA 13D or 13R shall be required in all new residential structures.	Will comply.
30. Provisions for parking enforcement acceptable to the Fire Marshal shall be included in the CC&R's at the time of final platting.	Addressed in CC&Rs
31. The applicant shall provide an additional 6-off street parking space in Phase 1 including an additional 9 off-street parking spaces in Phase 2 and shall be in compliance with the landscaping requirements in parking spaces in accordance with CMC 17.19.040.B.10.c.	Additional parking applicable to Phase 2 is provided and therefore complies.
32. Design and final acceptance of the roundabout and any associated landscaping in Phase 1 shall be reviewed for City approval prior to engineering plan approval.	This condition does not apply to Phase 2.
33. The applicant shall provide acceptable fencing and landscaping along Camas Meadows Drive and Payne Road in accordance with CMC 17.19.040.B.11.C.	Complied.
34. The open space area within Phase 1 shall be landscaped with native, low maintenance landscaping and any landscaping specifications required for the existing powerline easement.	This condition does not apply to Phase 2.
35. Prior to the Building Department issuing a Certificate of Occupancy, 17 additional street trees shall be located within the planter strip or in the front yards of lots accessed by a private road or abut a cul-de-sac, as approved on the final plat. Trees shall be a minimum of two-inch diameter at breast height.	Complied and addressed in plat note number 9.
36. Required trees shall be maintained in good health, and shall be promptly replaced (within six months) if damaged or in poor health, and a note to this effect shall be on the final plat document.	Complied and addressed in plat note number 9.

37. Prior to final engineering plan approval of any phase, the applicant shall submit a landscape plan for City review and approval that details the location, plant species, planting and fencing notes and associated details.	Complied
38. All building envelopes and setbacks shall be shown on the final plat.	Complied.
39. Lots shall be numbered consecutively with each phase, with the numbers starting where the last phase ended.	Complied.
40. The significant trees located in the open space area in Phase 1 shall be further analyzed for tree preservation. Any significant trees to be preserved shall be placed in a conservation easement or other permanent mechanism acceptable to the City and shall be identified on the engineering plans.	This condition does not apply to Phase 2.
41. Temporary construction fencing shall be provided around the drip line of any significant trees proposed for retention. The temporary fencing shall be in place prior to any earthwork activities to remain in place until final acceptance of site improvements.	Will comply
42. The applicant shall submit for Design Review approval prior to final engineering plan approval of each phase.	Will comply prior to Building permit approval
43. A note shall be added to the final plat stating that each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance.	Complies and addressed in plat note number 8.
44. Prior to final plat approval of Phase 2 the applicant shall modify Phase 2 Lots, 10 (41), 11(42), 30-33 (61-64), 36 67) and 37(68) to comply with the lot depth and buffering requirements for double frontage lots in CMC 17.19.030.D(6).	Lot depth is met and complies with condition.
<b>C. Plat Notes</b>	
1. A homeowner's association (H.O.A) will be required for this development. Copies of the CC&R's shall be submitted and on file with the City of Camas.	Plat note included.
2. All costs associated with the installation of the S.T.E.P. systems for individual lots will be the responsibility of said individual lot owners.	Plat note included.
3. A right of entry is hereby granted to the City of Camas for the repair and maintenance of the S.T.E.P. sewer system.	Plat note included.
4. The private road that provides access to Lots 15-18 in Phase 1, the open space area in Phase 1, the off-street parking stalls in Phase 1 and Phase 2 shall be placed in a tract and owned and maintained by the Homeowner's Association.	Plat note included. Lot numbers were revised to comply with condition 39.
5. Sight distance easements are located on Lot 6 and 41 in Phase 2 and therefore are subject to parking and planting restrictions.	Plat note included. Lot numbers were revised to comply with condition 39.
6. The following setbacks shall apply to: Front yard 10-feet and 18-feet at the garage front, Side yard 3-feet or 0-feet for attached units, Rear yard 10-feet. The minimum side yard flanking a street is 15-feet.	Plat note included.
7. No further short platting or subdividing will be permitted once the final plat has been recorded.	Plat note included.

8. The lots in this subdivision are subject to traffic impact fees, school impact fees, fire impact fees and park/open space impact fees. Each new dwelling unit will be subject to the payment of appropriate impact fees at the time of building permit issuance or as otherwise provided by the city.	Plat note included.
9. Prior to the Building Department issuing a Certificate of Occupancy, each lot shall install a minimum of one 2" caliper tree to be located in the planter strip or front yard of each lot, as specified on the plat. Specified trees shall be maintained in good health, and damaged or dying trees shall be promptly replaced (within six months) by the homeowner.	Plat note included.
10. Automatic fire sprinkler systems designed and installed in accordance with NFPA 13D are required in all structures.	Plat note included.
11. Illegally parked vehicles may be subject to towing or other private parking enforcement measures in accordance with the provisions outlined in the HOA documents.	Plat note included.
12. Should archaeological materials (e.g. cones, shell, stone tools, beads, ceramics, old bottles, hearth, etc.) be observed during project activities, all work in the immediate vicinity should stop and the State Department of Archaeology and Historic Preservation (360-586-3065), the City planning office, and the affected Tribe(s) should be contacted immediately. If any human remains are observed, all work should cease and the immediate area secured. Local law enforcement, the county medical examiner (360-397-8405), State Physical Anthropologist, Department of Archaeology and Historic Preservation (360-586-3534), the City planning office, and the affected Tribe(s) should be contacted immediately. Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48) and human remains (RCW 68.50) is required. Failure to comply with this requirement could constitute a Class C Felony.	Plat note included.
<b>D. Final SEPA Conditions (SEPA 15-18)</b>	
1. Prior to final plat acceptance for either Phase 1 or 3, whichever comes first, the applicant shall construct the required roadway improvements along Camas Meadows Drive for a minimum paved half width of 24-feet, which includes two 12-foot travel lanes, a planter strip and a 6-foot sidewalk.	This condition does not apply to Phase 2.
2. Prior to final acceptance of any phase, the applicant shall dedicate right-of-way (ROW) along Payne Road of sufficient width to provide for a minimum 30-foot half width right-of-way.	Complied
3. Prior to final acceptance of Phase 2, the applicant shall construct the required roadway improvements along Payne Road for a minimum paved half width of 24-feet, which includes two 12-foot travel lanes, a planter strip and a 6-foot wide sidewalk.	Complied
4. Prior to final acceptance of any phase, the applicant shall dedicate sufficient right-of-way (ROW) to provide for a perpendicular intersection at NW Payne Street and NW Camas Meadows Drive. The perpendicular intersection shall be built prior to final plat approval of any phase and shall be a minimum half width improvement of 24 feet.	Complied

5. A minimum 10-foot wide tract shall be provided along the back of lots 1-18 abutting Camas Meadows Drive. The tract shall contain at a minimum a 10-foot wide landscape buffer strip along the back of the sidewalk, a wall or fence located 10-feet from the back of the sidewalk. An additional 10-feet in lot depth behind the wall or fence for a total of 20-feet shall also be provided.	Complied.
6. CMC 17.19.030.D(6), the applicant shall submit to the City for review and approval by the community development director or designee a landscaping and fencing plan for Camas Meadows Drive that includes a 10-foot wide landscape strip with minimum 2-inch caliper trees every 30-feet on center, three-foot tall shrubs that form a continuous screen, groundcover plants that fully cover the remainder of the landscaped area, and a six foot tall sight-obscuring fence or masonry wall.	Complied.

Final Plat Criteria for Approval (CMC 17.21.060-E):

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

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

Recommendation

Staff recommends that Council APPROVE the final plat for Phase 2 of The Village at Camas Meadows Subdivision (file#FP17-06) as submitted.



PLAT NOTES:

- A HOMEOWNER'S ASSOCIATION (H.O.A.) IS REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE CC&R'S ARE ON FILE WITH THE CITY OF CAMAS.
- ALL COSTS ASSOCIATED WITH THE INSTALLATION OF THE STEP SYSTEMS FOR INDIVIDUAL LOTS WILL BE THE RESPONSIBILITY OF SAID INDIVIDUAL LOT OWNERS.
- A RIGHT OF ENTRY IS HEREBY GRANTED TO THE CITY OF CAMAS FOR THE REPAIR AND MAINTENANCE OF THE STEP SEWER SYSTEM.
- TRACTS "C AND D" TO BE RETAINED BY THE DEVELOPER FOR FUTURE DEVELOPMENT.
- SIGHT DISTANCE EASEMENTS ARE LOCATED ON LOT 32 AND 77 AND THEREFORE ARE SUBJECT TO PARKING AND PLANTING RESTRICTIONS.
- THE FOLLOWING SETBACKS SHALL APPLY:  
FRONT YARD: 10- FEET AND 18- FEET AT GARAGE FRONT.  
SIDE YARD 3- FEET OR 0- FEET FOR ATTACHED UNITS.  
REAR YARD: 10- FEET.  
THE MINIMUM SIDE YARD FLANKING A STREET IS 15- FEET
- NO FURTHER SHORT PLATTING OR SUBDIVIDING OF THE LOTS CONTAINED WITHIN THIS SUBDIVISION WILL BE PERMITTED.
- THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, FIRE IMPACT FEES, AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING UNIT WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE OR AS OTHERWISE PROVIDED BY THE CITY.
- PRIOR TO THE BUILDING DEPARTMENT ISSUING A CERTIFICATE OF OCCUPANCY, EACH LOT SHALL INSTALL A MINIMUM OF ONE 2" CALIPER TREE TO BE LOCATED IN THE PLANTER STRIP OR FRONT YARD OF EACH LOT. SPECIFIED TREES SHALL BE MAINTAINED IN GOOD HEALTH, AND DAMAGED OR DYING TREES SHALL BE REPLACED WITHIN SIX MONTHS BY THE HOMEOWNER.
- AUTOMATIC FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13D ARE REQUIRED IN ALL RESIDENCES.
- ILLEGALLY PARKED VEHICLES MAY BE SUBJECT TO TOWING OR OTHER PRIVATE PARKING ENFORCEMENT MEASURES IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THE H.O.A. DOCUMENTS.
- SHOULD ARCHAEOLOGICAL MATERIALS (E.G. CONES, SHELL, STONE TOOLS, BEADS, CERAMICS, OLD BOTTLES, HEARTH, ETC.) BE OBSERVED DURING PROJECT ACTIVITIES, ALL WORK IN THE IMMEDIATE VICINITY SHOULD STOP AND THE STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (360-586-3534), THE CITY PLANNING OFFICE, AND THE AFFECTED TRIBE(S) SHOULD BE CONTACTED IMMEDIATELY. IF ANY HUMAN REMAINS ARE OBSERVED, ALL WORK SHOULD CEASE AND THE IMMEDIATE AREA SECURED. LOCAL LAW ENFORCEMENT, THE COUNTY MEDICAL EXAMINER (360-397-8405), STATE PHYSICAL ANTHROPOLOGIST, DEPARTMENT OF ARCHAEOLOGY AND AFFECTED TRIBE(S) SHOULD BE CONTACTED IMMEDIATELY. COMPLIANCE WITH ALL APPLICABLE LAWS PERTAINING TO ARCHAEOLOGICAL RESOURCES (RCW 27.53, 27.44 AND WAC 25-48) AND HUMAN REMAINS (RCW 68.50) IS REQUIRED. FAILURE TO COMPLY WITH THIS REQUIREMENT COULD CONSTITUTE A CLASS C FELONY.
- 10.00 FOOT PRIVATE STORM EASEMENT TO BE MAINTAINED BY THE INDIVIDUALS LOT OWNERS AND EASEMENT GRANTED TO THE HOMEOWNERS ASSOCIATION FOR INSPECTION AND MAINTENANCE AS NECESSARY.
- 20' FOOT PRIVATE DRIVEWAY ACCESS FOR LOTS 40, 41, 43, 44 59, 60, 65, 66, 68 AND 69 TO BE BE OWNED AND MAINTAINED BY SAID PROPERTY OWNERS. WITH A PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF CAMAS WITH THIS PLAT.
- 10' FOOT WATER METER EASEMENT GRANTED TO THE CITY OF CAMAS WITH THIS PLAT.
- 52.00' FOOT RIGHT-OF-WAY DEDICATED TO THE CITY OF CAMAS WITH THIS PLAT.
- TRACT "A" PRIVATE ROAD TO BE RETAINED BY THE DEVELOPER.
- TRACT "B" PRIVATE ROAD TO BE RETAINED BY THE DEVELOPER.

PERIMETER DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF THE EAST HALF AND THE WEST HALF OF THE SOUTHWEST OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 88°55'12"EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 990.00 FEET;

THENCE NORTH 01°31'08"EAST, TO AND ALONG THE EAST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO COUNTY PROPERTIES EAST, LLC, BY DEED RECORDED UNDER AUDITOR'S FILE NO 4182258, RECORDS OF CLARK COUNTY, WASHINGTON, 640.01 FEET, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO CHLOE INVESTMENT, LLC, BY DEED RECORDED UNDER AUDITORS FILE NO. 5097844 RECORDS OF CLARK COUNTY, WASHINGTON, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 01°31'08"EAST, ALONG THE WEST LINE OF SAID CHLOE PARCEL, 1429.54 FEET, TO THE NORTHWEST CORNER THEREOF, BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF CAMAS A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 5044375, RECORDS OF CLARK COUNTY, WASHINGTON BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF NW CAMAS MEADOWS DRIVE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES.

THENCE ALONG THE ARC OF A 1237.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18°00'07"FOR AN ARC DISTANCE OF 388.66 FEET, THE LONG CHORD WHICH BEARS SOUTH 65°06'42"EAST, 387.06 FEET;

THENCE SOUTH 74°06'45"EAST, ALONG SAID SOUTHERLY LINE 309.10 FEET;

THENCE ALONG THE ARC OF A 413.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 75°30'00"FOR AN ARC DISTANCE OF 544.22 FEET, THE LONG CHORD WHICH BEARS SOUTH 36°21'45"EAST, 505.69 FEET;

THENCE SOUTH 01°23'15"WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NW CAMAS MEADOWS DRIVE, 97.90 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 88°55'53"WEST, ALONG THE SOUTH LINE OF SAID CHLOE PARCEL, 529.41 FEET, TO THE EAST LINE THEREOF;

THENCE SOUTH 01°26'27"WEST, ALONG SAID EAST LINE, 620.76 FEET, TO AN ANGLE POINT THEREIN;

THENCE SOUTH 88°55'12"EAST, ALONG SAID EAST LINE, 60.10 FEET, TO AN ANGLE POINT THEREIN;

THENCE SOUTH 01°26'53"WEST, ALONG SAID EAST LINE, 670.00 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF NW LAKE ROAD BEING THE SOUTHEAST CORNER OF SAID CHLOE PARCEL;

THENCE NORTH 88°55'12"WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 59.53 FEET TO THE SOUTHWEST CORNER OF SAID CHLOE PARCEL;

THENCE NORTH 01°24'12"EAST, ALONG THE WEST LINE OF SAID CHLOE PARCEL, 596.00 FEET, TO AN ANGLE POINT THEREIN;

THENCE NORTH 88°55'12"WEST, ALONG THE SOUTH LINE OF SAID CHLOE PARCEL, 437.13 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 19.67 ACRES MORE OR LESS.

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

UTILITY AND SIDEWALK EASEMENT:

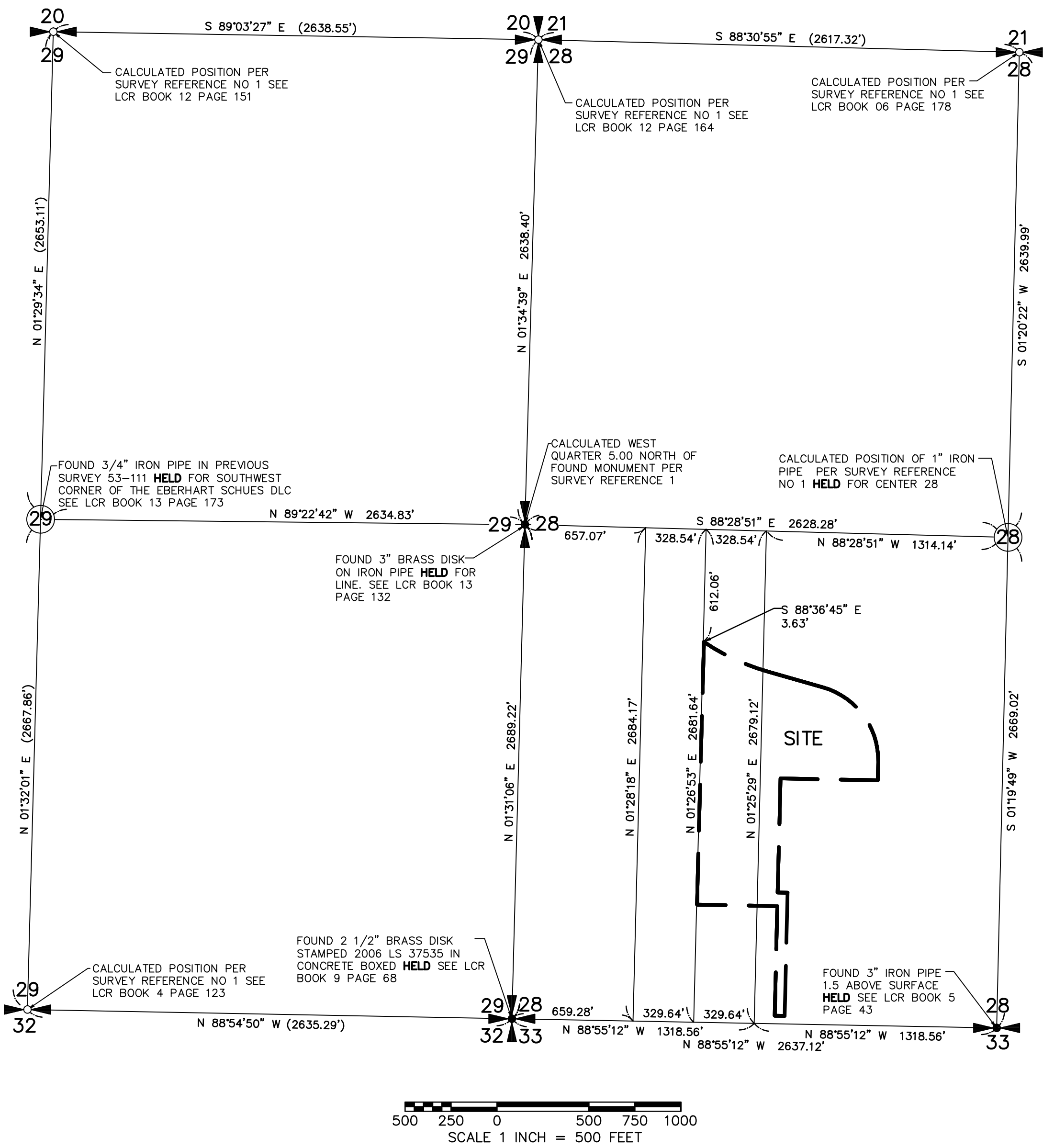
AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET OF ALL BOUNDARY LINES OF THE LOTS AND TRACTS ADJACENT TO PUBLIC AND/OR PRIVATE ROADS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALL LOTS CONTAINING PADMOUNT TRANSFORMERS ARE SUBJECT TO MINIMUM CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS ADJACENT TO PUBLIC STREETS.

LAND INVENTORY:

A) TOTAL ACREAGE	19.67 AC
B) TOTAL DEVELOPED ACREAGE	2.52 AC
C) TOTAL LOT AREA	5.69 AC
D) TOTAL INFRASTRUCTURE ACREAGE (PRIVATE ROAD)	0.0849 AC
E) TOTAL TRACT AREA	11.45 AC
F) TOTAL ACREAGE OF CRITICAL AREAS	0
G) TOTAL ACREAGE OF RECREATIONAL OPEN SPACES (TRACT "")	0.0 AC

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

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED 12-05-14.



LEGEND:

- INDICATES MONUMENT FOUND AS NOTED
- INDICATES CALCULATED POSITION
- ( ) INDICATES RECORD DISTANCE PER SURVEY REFERENCE NUMBER 1

SURVEY REFERENCES:

- MACKAY SURVEY BOOK 49 PAGE 186
- DENNY SURVEY BOOK 53 PAGE 111
- RENTON SURVEY BOOK 55 PAGE 130
- OLSON SURVEY BOOK 51 PAGE 161
- MACKAY SURVEY BOOK 34 PAGE 99
- LARKSPUR ESTATES P-2 BOOK 311 PAGE 401
- LARKSPUR ESTATES P-1 BOOK 311 PAGE 358
- LDC SURVEY BOOK 55 PAGE 09
- UNRECORDED SURVEY BOOK AA-46
- LACAMAS ESTATES BOOK 311 PAGE 414
- FEEDER SURVEY BOOK 62 PAGE 111
- OLSON SURVEY BOOK 41 PAGE 002
- ESTATES AT THE ARCHERY BOOK 311 PAGE 924

DEED REFERENCE:

GRANTOR: CHINOOK LAND OWNERS GROUP  
GRANTEE: CHOLE INVESTMENT, LLC  
AFN: 5097844 D  
DATED: 8-20-14

# THE VILLAGE AT CAMAS MEADOWS PHASE 2

IN A PORTION OF THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE SW 1/4 OF SECTION 28 T. 2 N., R 3 E., W.M CITY OF CAMAS CLARK COUNTY, WASHINGTON SHEET 1 OF 6

CITY OF CAMAS MAYOR:

APPROVED: \_\_\_\_\_ DATE  
CITY OF CAMAS MAYOR

ATTESTED BY: \_\_\_\_\_ DATE  
CITY OF CAMAS FINANCE DIRECTOR

CITY OF CAMAS COMMUNITY DEVELOPMENT DEPARTMENT:

APPROVED: \_\_\_\_\_ DATE  
CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR, OR DESIGNEE

CITY OF CAMAS CITY ENGINEER:

A) ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL;

B) ALL IMPROVEMENTS CAN OR WILL MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS;

C) ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A FORMAT APPROVED BY THE PUBLIC WORKS DIRECTOR OR DESIGNEE AND CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED FOR OR FINANCIALLY SECURED CITY RECORDS.

APPROVED: \_\_\_\_\_ DATE  
CITY ENGINEER

FIRE CHIEF:

APPROVED: \_\_\_\_\_ DATE  
FIRE CHIEF, OR DESIGNEE

CITY OF CAMAS FINANCE DIRECTOR:

APPROVED: \_\_\_\_\_ DATE  
FINANCE DIRECTOR

CLARK COUNTY ASSESSOR:

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W 58.17.170, LAWS OF WASHINGTON, TO BE KNOWN AS THE VILLAGE AT CAMAS MEADOWS PHASE 2, PLAT NO. \_\_\_\_\_ IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

COUNTY ASSESSOR \_\_\_\_\_ DATE

CLARK COUNTY AUDITOR:

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018  
IN BOOK \_\_\_\_\_ OF PLATS, AT PAGE \_\_\_\_\_  
AT THE REQUEST OF \_\_\_\_\_ CHLOE INVESTMENT LLC  
AUDITOR'S RECEIVING NO. \_\_\_\_\_

DEPUTY/COUNTY AUDITOR

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT AS SHOWN IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DAVID ALLAN DENNY, PROFESSIONAL LAND SURVEYOR \_\_\_\_\_ DATE  
PLS NO. 35477

MINISTER-GLAESER SURVEYING INC.  
2200 E. EVERGREEN BLVD.  
VANCOUVER, WA 98661  
(360) 694-3313

JOB NO. 14-390  
DATE: 7-11-18  
CALC BY: DAD  
DRAWN BY: DED  
CHECKED BY: DAD  
FILE:14390PH2.DWG

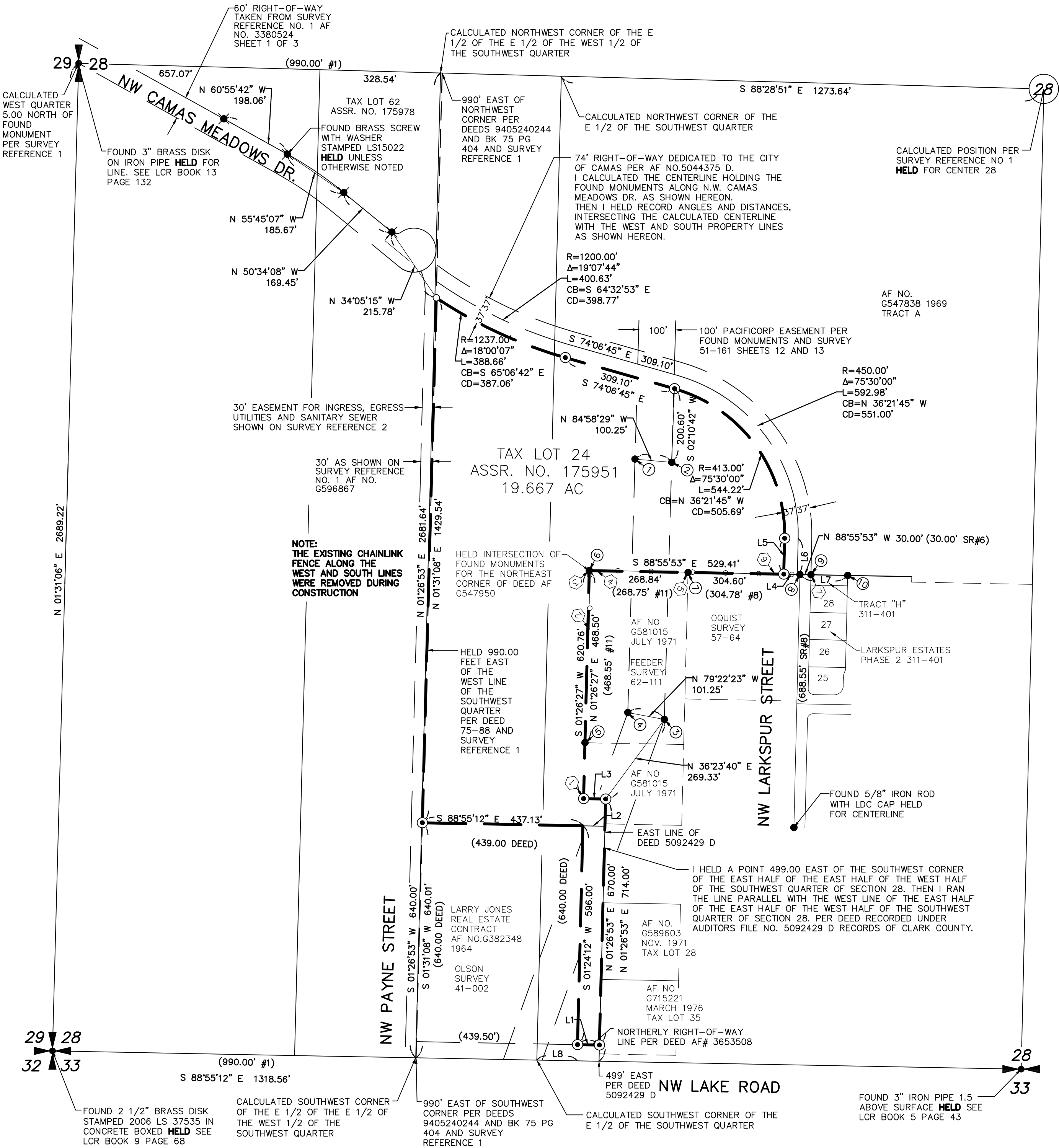
# THE VILLAGE AT CAMAS MEADOWS PHASE 2

IN A PORTION OF THE NE 1/4,  
SE 1/4, SW 1/4 AND NW 1/4 OF  
THE SW 1/4 OF SECTION 28  
T. 2 N., R 3 E., W.M  
CITY OF CAMAS  
CLARK COUNTY, WASHINGTON  
SHEET 2 OF 6

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 88°55'12" E	59.53'
L2	S 88°55'12" E	60.00'
L3	S 88°55'12" E	60.10'
L4	N 88°55'53" W	37.03'
L5	S 01°23'15" W	97.90'
L6	S 01°23'15" W	97.69'
L7	N 88°55'53" W	130.05'
L8	N 88°55'12" W	109.86'

- FOUND MONUMENTS:**
- ① FOUND 1/2" IRON ROD WITH OLSON CAP **HELD**
  - ② FOUND 1/2" IRON ROD WITH OLSON CAP **HELD**
  - ③ FOUND 1/2" IRON ROD WITH OLSON CAP **HELD**
  - ④ FOUND 1/2" IRON ROD WITH NO CAP BENT TIED SPIN HOLE S 02°07'24" W 0.09 FROM CALCULATED POSITION
  - ⑤ FOUND 1/2" IRON ROD WITH FEEDER CAP **HELD** FOR EASTING
  - ⑥ FOUND 1/2" IRON ROD WITH FEEDER CAP **HELD** FOR EASTING N 01°26'27" E 0.26 FROM CALCULATED POSITION
  - ⑦ FOUND 1/2" IRON ROD WITH BARBIERI CAP **HELD** FOR NORTHING
  - ⑧ FOUND 5/8" IRON ROD WITH LDC CAP ON NORTH LINE **HELD** FOR CENTERLINE
  - ⑨ FOUND 5/8" IRON ROD WITH PARATI CAP PLS 21326 ON NORTH LINE
  - ⑩ FOUND 5/8" IRON ROD WITH PARATI CAP PLS 21326 **HELD** FOR NORTHING

- EXISTING FENCE:**
- ① 3 STRAND BARBWIRE 4.80 N.O.L. ON LINE EAST AND WEST
  - ② 3 STRAND BARBWIRE 4.80 E.O.L.
  - ③ 3 STRAND BARBWIRE FENCE CORNER 0.10 N.O.L. ON LINE EAST AND WEST
  - ④ 3 STRAND BARBWIRE ATTACHED TO 8' CHAINLINK WITH 3 STRAND BARBWIRE FENCE 1.4 N.O.L.
  - ⑤ 8' CHAINLINK WITH 3 STRAND BARBWIRE 0.70 N.O.L.
  - ⑥ 8' CHAINLINK WITH 3 STRAND BARBWIRE ON LINE
  - ⑦ 8' CHAINLINK WITH 3 STRAND BARBWIRE 0.50 S.O.L.



## NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF THE CERTAIN TRACT OF LAND CONVEYED TO CHLOE INVESTMENT, LLC BY DEED RECORDED UNDER AUDITORS FILE NO. 5097844. AFTER READING THE DEED I FOUND AMBIGUOUS CALLS AND DISTANCES, I LOCATED THE DEED LINES BASED ON THE ORIGINAL CONVEYANCES FROM HARRY FRIBERG AND OTHER DEEDS.

THERE WAS AN OVERLAP OF THE DEEDS CONVEYED FROM JAMISON TO PARKER BOOK 75 PAGE 88 DATED FEBRUARY 1909 STATING THE EAST 990.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 28 AND THE DEED CONVEYED TO PHILIP FRIBERG BOOK 75 PAGE 404 DATED APRIL 1909 STATING THE EAST HALF OF THE SOUTHWEST QUARTER AND THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28. THERE HAVE BEEN SEVERAL SURVEYS DONE IN THE SOUTHWEST QUARTER OF SECTION 28. MOST OF THE SURVEY HAVE CALCULATED THE CENTER OF SECTION 28, MACKAY & SPOSITO FOUND AND HELD A 1" IRON PIPE FOR THE CENTER OF SECTION 28 AND SHOW THE IRON PIPE BEING N 10°30'49 W 3.54 FEET FROM THE CALCULATED CENTER. I AGREE WITH MACKAY & SPOSITO AND HELD THE POSITION OF THE 1" IRON PIPE FOR THIS SURVEY. I CALCULATED THE DEEDS CONVEYED BY HARRY FRIBERG USING THE CALCULATED WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28.

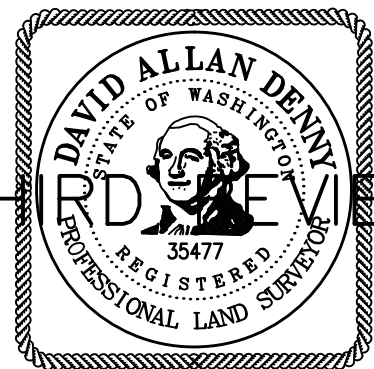
I ESTABLISHED THE MOST SOUTHERLY LINE BY HOLDING THE CALL TO THE NORTHWEST CORNER OF THAT CERTAIN DEED CONVEYED TO LARRY JONES BY DEED RECORDED UNDER AUDITORS FILE NO. G382348 DATED APRIL 1964 THIS WAS THE FIRST DEED CONVEYED BY HARRY FRIBERG.

THEN HARRY FRIBERG CONVEYED TO CHINOOK ARCHERY BY DEED RECORDED UNDER AUDITORS FILE NO. G394526 DATED SEPTEMBER 1964, CALLING TO THE NORTHWEST CORNER OF SAID LARRY JONES PARCEL, THENCE ALONG THE NORTH LINE, THEREOF TO THE NORTHEAST CORNER THEREOF BEING 439.00 EAST OF SAID FRACTIONAL LINE. THE DEED TO LARRY JONES CALLS BEING 640.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AS SHOWN HEREON AND IN OLSON SURVEY BOOK 41 PAGE 002. THE EAST LINE OF SAID JONES PARCEL IS NOT PARALLEL WITH THE FRACTIONAL LINE IT IS 439.50 FEET AT THE SOUTHEAST CORNER AND 439.00 FEET EAST AT THE NORTHEAST CORNER.

I HELD A POINT 499.00 FEET EAST OF SAID FRACTIONAL LINE THEN WENT PARALLEL TO SAID WEST LINE TO ESTABLISH THE EAST LINE OF SAID ROAD EASEMENT PER THAT CERTAIN DEED CONVEYED TO CHINOOK ARCHERY OWNERS GROUP RECORDED UNDER AUDITORS FILE NO. 5092429 D RECORDS OF CLARK COUNTY. THEN I FOUND AND HELD MONUMENTS AS SHOWN HEREON TO ESTABLISH THE BOUNDARY LINES AND PROTECT THE RIGHTS ESTABLISH BY THOSE SURVEYS, AND CLEAR UP ANY AMBIGUITY CREATED BY THE DIFFERENCE IN THE POSITION OF THE CENTER QUARTER OF SECTION 28.

BASE OF BEARING: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28 BETWEEN FOUND MONUMENTS PER SURVEY REFERENCE 1.

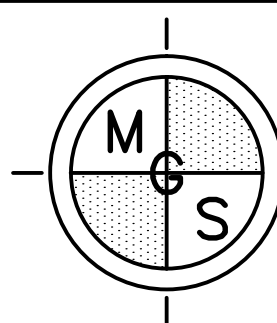
200 100 0 200 300 400  
SCALE 1 INCH = 200 FEET



THIRD EDITION

## LEGEND:

- INDICATES MONUMENT FOUND AS NOTED
  - ⊙ INDICATES 1/2" x 24" REBAR WITH (D,DENNY 35477) CAP SET
  - +
- INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED NO. 35477 SET AT THE EXTENSION OF LOT LINE IN THE CURB FOR THE PURPOSE OF WITNESS CORNER



**MINISTER-GLAESER  
SURVEYING INC.**  
2200 E. EVERGREEN BLVD.  
VANCOUVER, WA 98661  
(360) 694-3313

JOB NO. 14-390  
DATE: 7-11-18  
CALC BY: DAD  
DRAWN BY: DED  
CHECKED BY: DAD  
FILE:14390PH2.DWG

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

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED 12-05-14.



IN A PORTION OF THE NE 1/4,  
SE 1/4, SW 1/4 AND NW 1/4 OF  
THE SW 1/4 OF SECTION 28  
T. 2 N., R 3 E., W.M  
CITY OF CAMAS  
CLARK COUNTY, WASHINGTON  
SHEET 3 OF 6

- INDICATES MONUMENT FOUND AS NOTED
- ⊙ INDICATES 1/2" x 24" REBAR WITH (D.DENNY 35477) CAP SET
- + INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED NO. 35477 SET AT THE EXTENSION OF LOT LINE IN THE CURB FOR THE PURPOSE OF WITNESS CORNER
- SF INDICATES SQUARE FEET
- INDICATES CALCULATED POSITION
- INDICATES FOUND 1/2" IRON ROD WITH RENTON CAP **HELP**

30 15 0 30 45 60

SCALE 1 INCH = 30 FEET

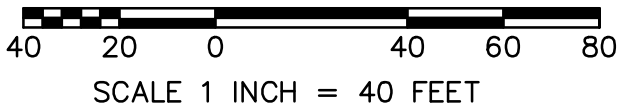


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A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED 12-05-14.

THE VILLAGE AT  
CAMAS MEADOWS  
PHASE 2

IN A PORTION OF THE NE 1/4,  
SE 1/4, SW 1/4 AND NW 1/4 OF  
THE SW 1/4 OF SECTION 28  
T. 2 N., R 3 E., W.M  
CITY OF CAMAS  
CLARK COUNTY, WASHINGTON  
SHEET 4 OF 6



BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST  
QUARTER OF SECTION 28, BETWEEN FOUND MONUMENTS PER  
SURVEY REFERENCE 1.

EXHIBIT "A"

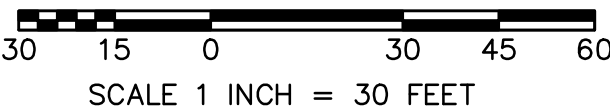
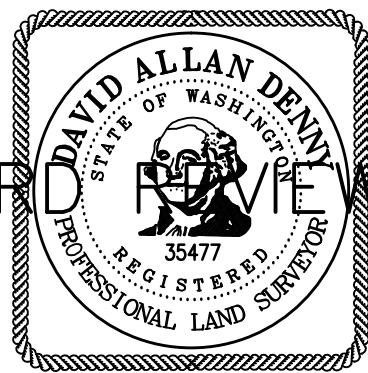
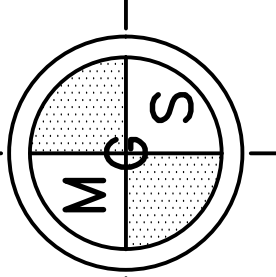
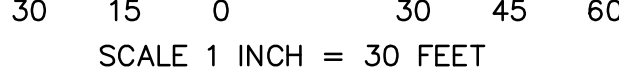


EXHIBIT "B"



THIRD

100' PACIFICORP EASEMENT  
PER FOUND MONUMENTS AND  
SURVEY 51-161 SHEETS 12  
AND 13

AF NO  
G581015  
JULY 1971

21.50' RIGHT-OF-WAY  
DEDICATED TO THE CITY  
OF CAMAS WITH THIS  
PLAT

30' AS SHOWN ON SURVEY  
REFERENCE NO. 1 AF NO.  
G596667

30.00' FOOT RIGHT-OF-WAY  
DEDICATED TO THE CITY OF  
CAMAS WITH THIS PLAT.

EAST LINE OF  
DEED 5092429 D

LINE TABLE		
LINE	BEARING	DISTANCE
L3	N 01°31'08" E	0.65'
L4	S 54°11'04" E	19.05'
L6	S 88°55'12" E	10.40'
L9	N 43°30'06" W	32.76'
L10	N 46°17'58" E	32.40'
L11	S 23°00'13" E	26.31'
L12	S 54°11'04" E	25.86'
L13	N 43°57'27" E	16.68'
L14	N 52°51'09" E	28.36'
L15	N 43°57'27" E	10.50'
L16	N 52°51'09" E	21.39'
L17	S 54°11'04" E	21.03'
L18	S 54°11'04" E	15.10'
L19	N 45°02'53" E	21.76'
L20	N 45°02'53" E	14.90'
L21	S 49°48'34" E	16.95'
L22	S 49°48'34" E	22.86'
L23	S 20°22'10" E	17.25'
L24	S 20°22'10" E	23.00'
L25	N 54°53'23" W	8.26'

- LEGEND:
- INDICATES MONUMENT FOUND AS NOTED
  - ⊙ INDICATES 1/2" x 24" REBAR WITH (D.DENNY 35477) CAP SET
  - + INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED NO. 35477 SET AT THE EXTENSION OF LOT LINE IN THE CURB FOR THE PURPOSE OF WITNESS CORNER
  - SF INDICATES SQUARE FEET

LARRY JONES  
REAL ESTATE CONTRACT  
AF NO.G382348  
1964

OLSON  
SURVEY  
41-002

TRACT "B"  
SEE NOTE 18  
33,823 SF

(640.00 DEED)  
568.00'  
S 0124°12' E 540.00'  
S 0124°12' W 596.00'

N 88°55'12" W  
59.53'

NORTHERLY RIGHT-OF-WAY  
LINE PER DEED AF# 3653508

CALCULATED SOUTHWEST  
CORNER OF THE E 1/2 OF  
THE E 1/2 OF THE WEST 1/2  
OF THE SOUTHWEST QUARTER

990' EAST OF SOUTHWEST  
CORNER PER DEEDS 9405240244  
AND BOOK 75 PAGE 404 AND  
SURVEY REFERENCE 1

NW LAKE ROAD

CALCULATED SOUTHWEST CORNER OF THE E 1/2 OF  
THE SOUTHWEST QUARTER

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CHECKED BY: DAD

FILE:14390PH2.DWG

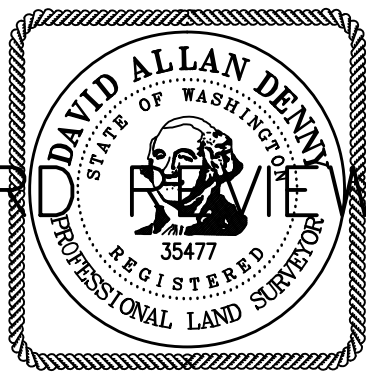
THE VILLAGE AT  
CAMAS MEADOWS  
PHASE 2

IN A PORTION OF THE NE 1/4,  
SE 1/4, SW 1/4 AND NW 1/4 OF  
THE SW 1/4 OF SECTION 28  
T. 2 N., R. 3 E., W.M  
CITY OF CAMAS  
CLARK COUNTY, WASHINGTON  
SHEET 5 OF 6

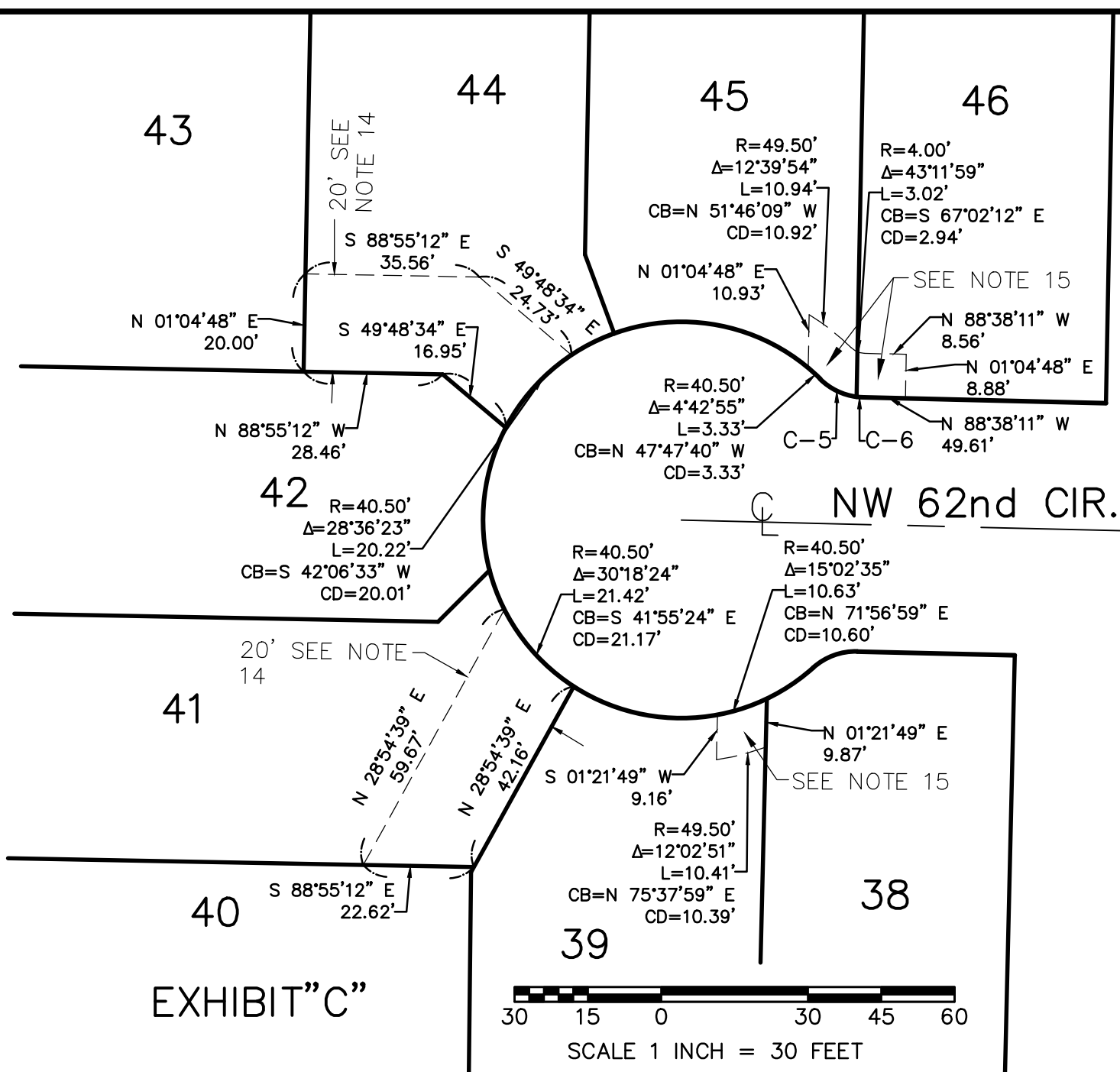
SCALE 1 INCH = 40 FEET

LEGEND:

- INDICATES MONUMENT FOUND AS NOTED
- ⊙ INDICATES 1/2" x 24" REBAR WITH (D.DENNY 35477) CAP SET
- + INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED NO. 35477 SET AT THE EXTENSION OF LOT LINE IN THE CURB FOR THE PURPOSE OF WITNESS CORNER
- SF INDICATES SQUARE FEET
- AC INDICATES ACRES



THIS



JOB NO. 14-390  
DATE: 7-11-18  
CALC BY: DAD  
DRAWN BY: DED  
CHECKED BY: DAD  
FILE: 14390PH2.DWG

MINISTER-GLAESER  
SURVEYING INC.  
2200 E. EVERGREEN BLVD.  
VANCOUVER, WA 98661  
(360) 694-3313

WEST LINE OF THE E 1/2  
OF THE E 1/2 OF THE  
WEST 1/2 OF THE  
SOUTHWEST QUARTER

RIGHT-OF-WAY DEDICATED TO  
THE CITY OF CAMAS WITH THIS  
PLAT WIDTH VARIES

30' EASEMENT FOR INGRESS,  
EGRESS UTILITIES AND  
SANITARY SEWER SHOWN ON  
SURVEY REFERENCE 2

30' AS SHOWN ON SURVEY  
REFERENCE NO. 1 AF NO.  
G596867

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	13.00'	89°33'40"	20.32'	N 46°17'58" E	18.31'
C2	24.00'	90°09'19"	37.78'	N 43°33'32" W	33.99'
C3	13.00'	43°11'59"	9.80'	S 69°45'49" W	9.57'
C4	40.50'	286°23'58"	188.31'	S 01°21'49" W	59.05'
C5	13.00'	37°03'12"	8.41'	S 63°57'48" E	8.26'
C6	13.00'	6°08'47"	1.39'	S 85°33'47" E	1.39'
C7	40.00'	1°07'03"	0.78'	N 88°04'40" W	0.78'
C8	40.00'	42°58'10"	30.00'	N 66°02'03" W	29.30'
C9	40.00'	20°56'33"	14.62'	N 12°03'05" W	14.54'
C10	40.00'	3°05'56"	2.16'	N 00°01'50" W	2.16'
C11	40.00'	89°33'40"	62.53'	N 46°17'58" E	56.35'
C12	13.00'	43°11'59"	9.80'	S 69°28'49" W	9.57'
C13	40.50'	8°49'31"	6.24'	N 52°17'35" E	6.23'
C14	40.50'	42°26'29"	30.00'	S 47°23'02" E	29.32'
C15	40.50'	49°12'46"	34.79'	S 01°33'24" E	33.73'
C16	40.50'	42°26'29"	30.00'	S 44°16'14" W	29.32'
C17	40.50'	48°38'25"	34.38'	S 89°48'40" W	33.36'
C18	40.50'	20°08'54"	14.24'	N 55°47'40" W	14.17'
C19	13.00'	43°11'59"	9.80'	S 67°18'13" E	9.57'
C20	24.00'	89°33'40"	37.52'	N 46°17'58" E	33.81'
C21	13.00'	90°26'20"	20.52'	N 43°42'02" W	18.46'
C22	40.50'	58°29'43"	41.35'	S 86°19'27" E	39.58'
C23	40.50'	16°19'51"	11.50'	N 56°17'45" E	11.46'
C24	40.50'	42°26'29"	30.00'	S 35°51'22" E	29.32'
C25	40.50'	42°26'29"	30.00'	S 06°35'07" W	29.32'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C26	40.50'	42°26'29"	30.00'	S 49°01'36" W	29.32'
C27	40.50'	64°18'58"	45.45'	N 77°25'41" W	43.11'
C28	413.00'	75°30'00"	544.22'	N 36°21'45" W	505.69'
C70	134.00'	7°48'53"	16.91'	N 02°16'28" W	16.90'
C78	50.00'	89°33'40"	78.16'	N 46°17'58" E	70.44'
C79	50.00'	90°09'18"	78.68'	N 43°33'32" E	70.81'
C81	40.50'	286°23'58"	188.31'	S 01°21'49" W	59.05'
C83	47.50'	117°30'30"	97.42'	S 60°16'23" W	81.22'
C84	1237.00'	18°00'07"	388.66'	S 65°06'42" E	387.06'
C95	180.00'	9°54'18"	31.12'	S 06°35'10" W	31.08'
C96	176.00'	7°48'53"	24.00'	S 02°16'28" E	23.99'
C98	13.00'	43°11'59"	9.80'	S 67°02'12" E	9.57'
C99	40.00'	90°09'19"	62.94'	N 43°33'32" W	56.65'
C102	1237.00'	4°51'44"	104.97'	S 58°32'30" E	104.94'
C103	40.50'	54°41'24"	38.66'	N 84°03'02" E	37.21'
C104	40.00'	22°01'37"	15.38'	N 33°32'10" W	15.28'

TRACT "C"  
SEE NOTE 4  
6.903 AC

TRACT "D"  
SEE NOTE 4  
3.71 AC

TRACT "C"  
SEE NOTE 4  
6.903 AC

AF NO  
G581015  
JULY 1971

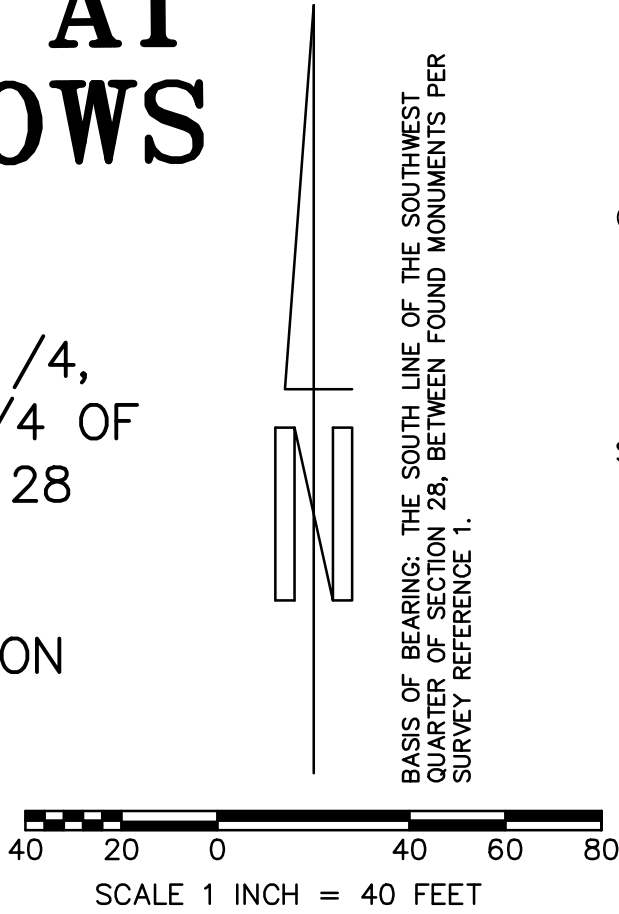
FEEDER  
SURVEY  
62-111

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS  
OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUISITION, ESTOPPEL, ETC.  
A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE  
FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN  
WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED 12-05-14.

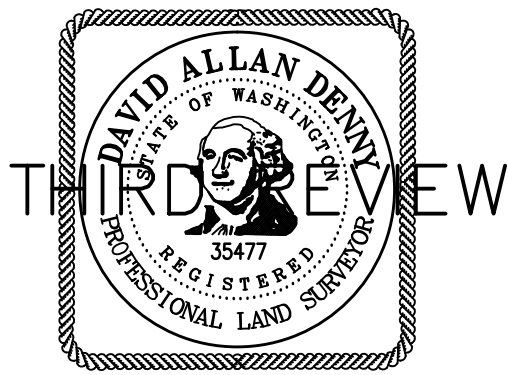


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CITY OF CAMAS  
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SHEET 6 OF 6



- LEGEND:
- INDICATES MONUMENT FOUND AS NOTED
  - ⊙ INDICATES 1/2" x 24" REBAR WITH (D.DENNY 35477) CAP SET
  - +
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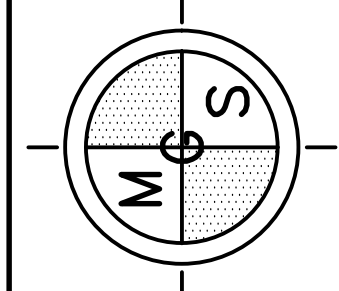


BUILDING SETBACKS:

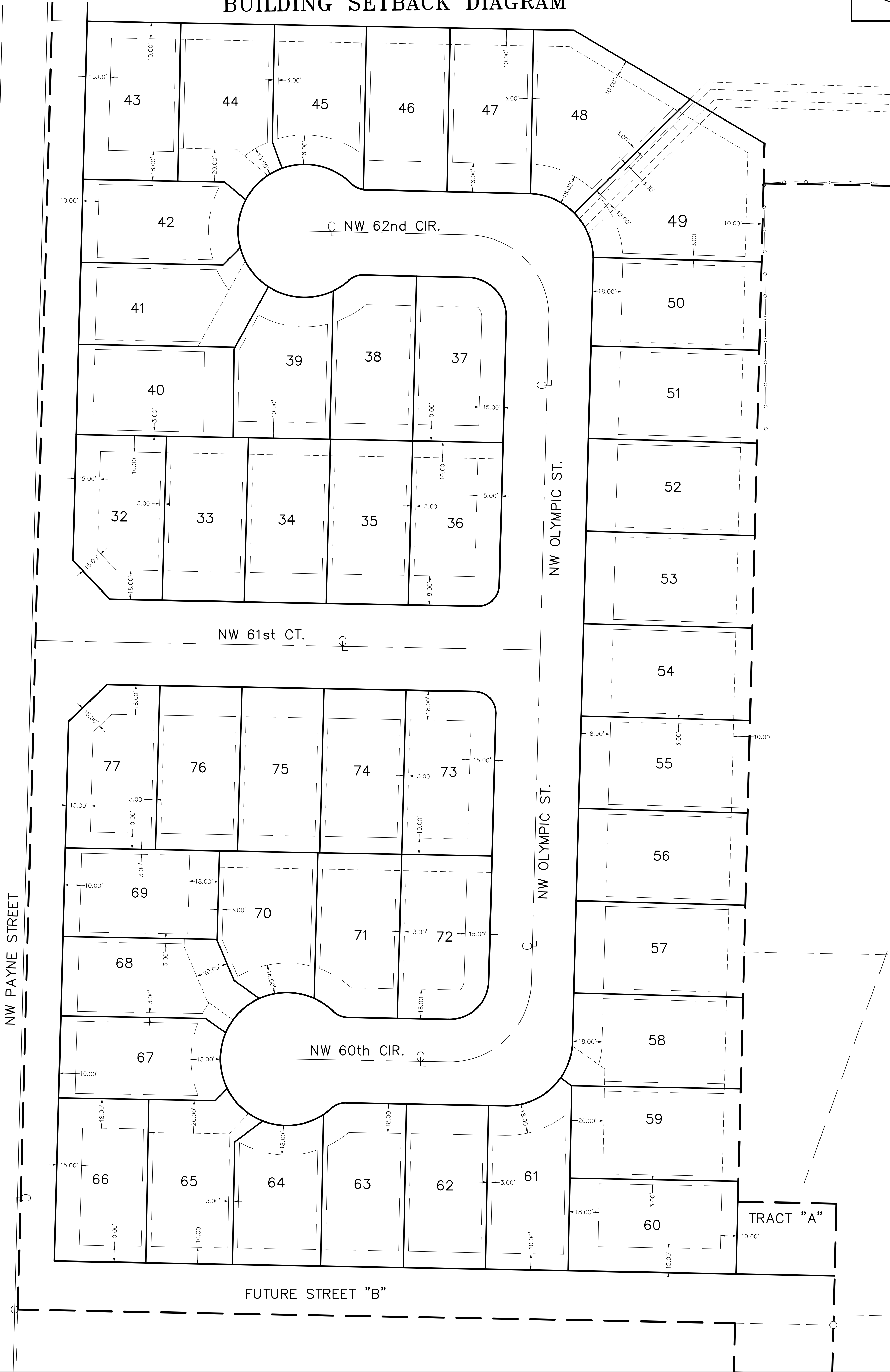
THE FOLLOWING SETBACKS SHALL APPLY:  
FRONT YARD: 10- FEET AND 18- FEET AT GARAGE FRONT.  
SIDE YARD 3- FEET.  
REAR YARD: 10- FEET.  
THE MINIMUM SIDE YARD FLANKING A STREET IS 15- FEET

JOB NO. 14-390  
DATE: 7-11-18  
CALC BY: DAD  
DRAWN BY: DED  
CHECKED BY: DAD  
FILE: 14390PH2.DWG

MINISTER-GLAESER  
SURVEYING INC.  
2200 E. EVERGREEN BLVD.  
VANCOUVER, WA 98661  
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BUILDING SETBACK DIAGRAM



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

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED 12-05-14.

**PROFESSIONAL SERVICES AGREEMENT FOR ILLICIT  
DISCHARGE DETECTION AND ELIMINATION FIELD SCREENING  
BETWEEN CITY OF CAMAS AND OTAK, INC.**

*THIS PROFESSIONAL SERVICES AGREEMENT* is made by and between **The City of Camas, Washington**, (hereinafter referred to as "City"), whose address is 616 4th Street, Camas, Washington 98607 and **Otak, Inc.** (hereinafter referred to as "Consultant"), of 700 Washington Street, Vancouver, WA 98660-3306.

City and Consultant agree to the terms itemized below and the attached Terms and Conditions, identified on Exhibit "A".

1. Scope Of Services.

Consultant agrees to perform the field screening services, identified on Exhibit "B" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses in an amount not to exceed \$59,027.10.

2. Payment.

Payment for the work provided by Consultant shall be made as provided on Exhibit "C" (Fee Estimate) attached hereto, and the total payment to Consultant shall not exceed the total amount shown in Exhibit "C", inclusive of labor, materials, equipment, supplies, and expenses, without written approval from the City of Camas.

3. The end date for this agreement is December 31, 2018.

DATED: \_\_\_\_\_, 2018

OTAK, INC.

CITY OF CAMAS

\_\_\_\_\_  
Ryan Makie, PE

\_\_\_\_\_  
Steve Wall -Public Works Director





## *Professional Services Terms and Conditions*

### **TERMS and CONDITIONS**

#### **Compensation**

1. Client agrees to compensate Otak for the Services as provided above. Hourly rates may be adjusted.
2. Otak will not exceed the estimated fee without Client's prior written authorization.
3. On signing, Client shall pay Otak the following amount to be applied against the last invoice: \$0.
4. Outsourced expenses will be invoiced as provided above.
6. Estimated fees are only for Services identified above. If Client changes the Project or changes the scope, manner, or timing of Otak's professional services, the parties shall negotiate an adjustment to the terms, compensation, and/or schedule. All unadjusted terms of this Agreement shall continue to apply.
7. Client shall pay each invoice within thirty (30) days of the date of the invoice. Failure to then pay shall constitute default, and interest at the higher of 18% per annum or the legal rate shall accrue. On default, Otak may suspend all Services until Client pays in full, and may terminate this Agreement as of the 30<sup>th</sup> day of default. Otak shall not be liable for any damages or costs incurred by Client, its subcontractors, agents, employees, or assigns because of any suspension or termination, including but not limited to indirect, incidental, consequential, punitive or economic damages. On suspension or termination, Otak may require an additional deposit to resume performance, to be applied to the last invoice and any excess returned.
8. If the Project is idle more than sixty (60) days, Otak may revise its estimate of fees and scope of work.
9. Client shall also pay Otak at its then-applicable hourly rates, and reimburse all actual costs, to comply with demands for documents or testimony involving the Project in any proceeding where Otak is not a party.
10. Disputes or questions regarding an invoice or portion thereof shall not be cause for Client to withhold payment for other portions due. No deductions, offsets, or withholdings shall be made for any reason unless Otak agrees in advance to such adjustments or has been found to be legally liable for such amounts, nor shall payment to Otak be withheld, postponed, or contingent upon receipt by the Client of offsetting reimbursement or credit from the contractor or other parties causing additional expenses.

#### **Insurance**

11. Client understands and agrees that Otak's errors and omissions professional liability insurance is a policy under which the costs of defense, including attorneys' fees, are deducted from the policy principal.
12. If Client offers insurance specific to the Project, Client shall offer Otak the option to enroll if applicable.
13. The Client and Otak waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The Client and Otak shall each require similar waivers from their contractors, consultants, and agents.
14. If the Client requires types and limits of insurance in addition to the types and limits Otak normally maintains, Client shall pay Otak for costs incurred for the additional coverages.

#### **Standard of Care; Information; Safety; Schedule; Submitted Information; Confidentiality**

15. The standard of care for all professional services by Otak will be the skill and care used by members of the same profession performing similar services and practicing under similar circumstances at the same time and in the same locale. Otak makes no warranties, express or implied, as to Otak's services.
16. Otak may rely without liability on the accuracy and completeness of information provided by Client, its consultants and contractors, and information from public records, without independent verification.
17. Otak shall have no responsibility for, or control over, the construction means, manner, methods, techniques, or safety precautions employed by others in the development or construction of the Project.
18. If Otak's duties include Project site observation or visits, Otak shall visit the site as described above to become generally familiar with the quality and progress of the Project. Otak shall not be required to make continuous or exhaustive inspections to check the quality or quantity of the work being done on the Project.
19. Otak's review of a contractor's submittal, shop drawings, product data, or samples is only for general conformance with the information given in the contract documents. It is not conducted to determine the accuracy of details such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems. The contractor(s) remain responsible for accurate content in submitted documents, coordination of their work with other trades, and confirming and correlating dimensions. Review is not approval of safety precautions, construction means, methods, techniques, sequences, or procedures.
20. Otak agrees to not disclose confidential or proprietary information received from Client if marked as "Confidential" or "Proprietary." Otak will not use such information for its own benefit, or disclose to any third party without Client's written consent. This shall not apply to any information (a) in the public domain at the

time disclosed, (b) already known without restriction to the party receiving it at the time disclosed, (c) lawfully learned from a third party, or (d) required by law to be disclosed.

### **Limitations of Liability**

21. **No control over markets:** Otak does not have control over market conditions, or contractors' methods of pricing or performance, including the cost of labor, material, equipment, or services furnished by others, which may affect any opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs.
22. **Certification limitation:** Otak shall not certify or warrant conditions Otak cannot ascertain.
23. **Limitation of liability:** The total aggregate liability of Otak and its officers, directors, employees, agents, and consultants to Client and anyone claiming through Client for any and all injuries, claims, losses, expenses, or damages related to the Services, the Project, or this Agreement, from any cause or causes whatsoever arising in tort, statute, or contract, shall not exceed the greater of Otak's total compensation for the Services or Otak's applicable insurance.
24. **Waiver of consequential damages:** Neither party shall be liable to the other for incidental, indirect, or consequential damages arising out of, or connected in any way to the Project or this Agreement. This includes, but is not limited to, loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action under any theory.
25. **No liability for Client actions:** Otak shall not be responsible for a Client's directive, substitution, or acceptance of non-conforming work made or given without Otak's written approval.
26. **No individual liability:** No shareholder, principal, member, officer, director, partner, employee, or other representative of Otak shall have personal liability to Client, or any other party, relating to this Agreement.
27. **Force majeure:** Otak shall not be liable for delay or failure outside of Otak's reasonable control, including without limitation inclement weather, strikes, lockouts, labor troubles, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, or any act or default of a carrier. In such a situation, Client shall accept the Services and pay for the same when provided, so long as a mutually acceptable revision is made to the scope of services and compensation.
28. **Accrual of claims:** Any cause of action between the parties to this Agreement arising out of any damages caused by the performance of, or failure to perform under, this Agreement, shall be deemed to have accrued, and all statutes of limitations and repose shall commence to run by the earlier of the date of substantial completion of the Project or 30 days following the date of Otak's final invoice.

### **Dispute Resolution**

29. **Termination:** Either party may terminate this Agreement with ten (10) calendar days' written notice. If Client terminates, Client shall pay Otak for Services performed to the date of termination plus termination expenses, such as but not limited to reassignment of personnel, subcontract termination costs, and related closeout costs. If Otak terminates, Client shall pay Otak for Services performed to the date of termination when Otak delivers all Instruments of Service as defined below completed in whole or in part.
30. **Mediation:** Before initiating any legal proceeding, the parties agree to submit all claims or disputes to non-binding mediation with an agreed mediator by written request to the other party. This shall survive completion or termination of this Agreement, but neither party may call for mediation if time-barred under applicable law.
31. **Law and Venue:**
  - a. This Agreement shall be construed according to the state law of the Project's location.
  - b. Any litigation between Otak and Client related to this Agreement shall occur in Multnomah County, Oregon, or the Oregon federal district court in Portland, Oregon.
  - c. This paragraph shall not apply to lien foreclosure proceedings by Otak where the Project is located.
32. **Indemnification:**
  - a. Client shall indemnify and hold harmless Otak and its related companies, and their respective officers, directors, employees and subcontractors, from and against all damages arising out of or relating to the following: (a) development of the Project where such damages are caused by the negligence or willful misconduct of Client and/or its principals, employees, or subcontractors; (b) Client's use of information prepared by Otak other than for the Project without Otak's written consent; (c) hazardous substances at or adjacent to the Project; and (d) any certificate regarding the Project by Otak for a government entity, lender, or other third party, except as to Otak's negligence.
  - b. Otak shall indemnify and hold harmless Client and its officers, directors, and employees from and against damages arising out of or relating to Otak's work on the Project to the extent such damages are caused by the negligence of Otak, and/or its officers, directors, or employees in performing the Services. This indemnification obligation shall not extend beyond the date when legal or equitable proceedings would be time-barred.



### **Intellectual property**

33. Otak and its consultants shall be deemed the authors and owners of their respective reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form ("Instruments of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet regulatory requirements is not publication in derogation of the reserved rights.
34. Otak grants to Client a nonexclusive license to use Otak's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, if Client substantially performs under this Agreement. Otak shall obtain similar nonexclusive licenses from its consultants. If Otak suspends or terminates this Agreement, this license shall terminate. Otak shall not assign, delegate, sublicense, pledge, or transfer such license to another party without Client's prior written agreement. Unauthorized use of the Instruments of Service is at the Client's risk without liability to Otak.
35. If Client uses Instruments of Service without retaining their author(s) or beyond the scope of Client's license, Client releases Otak and its consultant(s) and shall defend, indemnify, and hold harmless Otak and its consultants from all costs and expenses of claims asserted by any third party from such use.

### **Electronic Media Release**

36. Client may request Otak to provide it plans, specifications, Building Information Model files, or other electronic files in electronic form (collectively "electronic media" or "EM").
37. Client acknowledges that the EM are supplemental information provided only for convenience. The EM are not legally binding contract documents; may not be reliable; are not for fabrication or construction; may not include all revisions; may be inaccurate from electronic storage, transmission, or technology incompatibility; may be revised by others without Otak's consent; may vary when plotted; or may corrupt the Client's data.
38. Any use and/or change to the EM including by Client, its subcontractors, and consultants will be at Client's sole risk, and without liability, risk, or expense to Otak. Any altered EM shall have all indices of Otak's ownership, professional name, and/or involvement in the Project removed.
39. Client agrees to release, defend, indemnify, and hold harmless Otak, its consultants, and their respective officers and employees from and against any and all claims, demands, losses, expenses, damages, penalties, and liabilities including, without limitation, attorneys' fees including pre-claim and on appeal, arising from reliance on, use of, or change to the EM, and to require this of any agent to which Client provides EM.
40. Otak makes no warranties, either expressed or implied, as to the EM, including but not limited to warranties of merchantability or of fitness for any particular purpose.

### **Hazardous materials**

41. Except to the extent of its gross negligence or willful misconduct, Otak has no liability or responsibility for any hazardous materials including but not limited to identification, handling, mitigation, and/or disposal.

### **The contract documents**

42. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understandings between the parties. No modification of this Agreement shall be binding unless acknowledged by both parties.
43. There are no third-party beneficiaries to this Agreement.
44. Neither party shall assign the entire Agreement without the other's written consent.
45. Any term or provision of this Agreement held unenforceable shall be stricken with no effect on the remainder.

ACKNOWLEDGED AND AGREED:

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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



## Exhibit B

# City of Camas Illicit Discharge Detection and Elimination Field Screening Scope of Work Otak Project #: 18917 July 10, 2018

## Project Description

The City of Camas (City) is regulated by the Washington State Department of Ecology (Ecology) National Pollutant Discharge Elimination System (NPDES) Phase 2 Municipal Stormwater Permit (Permit). On April 30, 2018, the City submitted a G20 Non-Compliance Notification to Ecology reporting the City had not met the conditions of section S5.C.3.c.i Illicit Discharge Detection and Elimination (IDDE). That Permit condition requires the City to complete field screening for at least 40% of the MS4 no later than December 31, 2017. The Permit also requires the City to screen an additional 12% each year after 2017. As of April 30, 2018, the City had not recently field screened any of the outfalls from the City's storm drainage system.

The City has a 'Storm Drainage System' map dated March 2016 that includes the locations of 107 outfalls. The City is coordinating with a consultant to update the map and has asked Otak to assist in field screening the known outfalls.

## Scope of Work

### Task 1 – Project Management

The Project team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations. This project management task includes the following work activities:

- Manage the quality control review of all work activities and project deliverables.
- Prepare and submit a monthly invoice and progress report.
- Monthly project coordination, telephone conversations, and email correspondence.

### Task 2 – IDDE Field Screening

#### *Task 2.1 – Fieldwork*

Otak staff will conduct field screening using outfall inspection as the methodology. Screening will include the following tasks:

- Field-verify outfall location using GPS
- Photograph outfalls
- Inspect outfalls for indications of illicit discharges, including flow, odor, discoloration, oil sheens, etc.
  - If flow is detected, the field crew will collect flow rate, temperature, pH and ammonia using portable equipment and supplies, such as thermometer and test strips
- Characterize outfalls with respect to presence of an illicit discharge as unlikely, potential, suspect or obvious, based on field observations
- If an obvious illicit discharge is present, Otak will record any observations of a source if one appears to be in the immediate vicinity

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- Record notes about access issues, or inability to access an outfall, when pertinent

Field procedures will be guided by *Illicit Connection and Illicit Discharge Field Screening and Source Tracing Guidance Manual* (by Herrera Environmental Consultants, Inc. for Department of Ecology, 2013). For outfalls with potential or suspected illicit discharges, Otak will refer inspection reports to the City's Project Manager within two business days.

### **Task 2.2 – Data Management**

Once field screening is complete, Otak will upload the collected information into Google Earth or GIS Database and provide the data to the City.

### **Task 2 Assumptions**

- Fieldwork preparation is included, such as setting up GPS equipment, mapping routes, and obtaining supplies
- A crew of two staff (planning associates and/or engineering designers) will conduct the screening fieldwork
- A scientist will accompany the field crew on one full day and be available for questions and troubleshooting
- Field investigations will take place between July and the end of September
- Field screening will be scheduled only on dry days preceded by a 48-hour dry period
- A crew can inspect approximately 10 outfalls per day, but difficult conditions may reduce the number
- Otak will inspect as many outfalls as possible until the contract maximum dollar amount is reached

### **Task 2 Deliverables**

- Digital outfall location data and photographs
- Hard copy or scanned outfall data sheets
- Timely referrals of potential or suspected illicit discharges to the City's PM by email
- List of outfalls where illicit discharges were suspected

## **Task 3 – Contingency**

Task 3 is a contingency to be used only with written authorization, which includes e-mail, from an authorized City representative.

## **Schedule**

All field screening will take place during the dry season, July through September. The completed data and outfall data sheets will be provided to the City by December 1, 2018.

## **Exclusions**

The scope of work does not include sample collection for laboratory analysis or source tracing of potential or suspected illicit discharges.

## Exhibit C

## City of Camas IDDE Field Screening

Fee Estimate

Otak, Inc.

Otak Project 18917

Task	Primary Services	Civil Engineer VIII	Engineering Designer III	Planner Associate IV	Planner Associate II	Scientist IV	Project Admin. Asst	Total Hours	Total Budget by Task
<b>TASK 1: PROJECT MANAGEMENT</b>									
	Project Management	4		8	2		1	15	\$1,756.40
<b>TASK 2: FIELD SCREENING</b>									
2.1	Fieldwork	1	90	84	180	24	4	383	\$36,718.35
2.2	Data Processing	1	40	8	16			65	\$6,052.35
<b>TASK 3: CONTINGENCY - PRIOR AUTHORIZATION REQUIRED</b>									
	Contingency								\$10,000.00
	<i>Total Hours</i>	6	130	100	198	24	5	463	
	<i>Billing Rate</i>	\$156	\$91	\$110	\$86	\$139	\$79		
	<i>Total Labor Cost</i>	\$938	\$11,830	\$11,000	\$17,028	\$3,336	\$395		<b>\$44,527.10</b>
	<i>Direct Expenses (10%)</i>								<b>\$4,500.00</b>
	<b>Total</b>	\$938	\$11,830	\$11,000	\$17,028	\$3,336	\$395		<b>\$59,027.10</b>



Mayor's  
**VOLUNTEER SPIRIT AWARD**

in the City of Camas, presented to

**BOB HITCHCOCK**

For his long standing efforts to encourage patriotism within our community and his faithful dedication to support and honor those who have served our country.



Dated this 16th day of July, 2018

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Scott Higgins, Mayor

