



CITY COUNCIL REGULAR MEETING AGENDA
Monday, November 2, 2015, 7:00 PM
City Municipal Center, 616 NE 4th Avenue

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the October 26, 2015 Special Camas City Council Meeting and the Special Workshop minutes of October 26, 2015.

 [October 26, 2015 Camas City Council Special Workshop Minutes - Draft](#)
[October 26, 2015 Camas City Council Special Regular Minutes - Draft](#)

- B. Approve the claim checks as approved by the Finance Committee.

- C. Authorize payment to Far from Par LLC in the amount of \$3,760 for granting exclusive and non-exclusive easements to the City of Camas for the Camas Meadows Pump Station. Authorize staff to have easements signed by Far from Par LLC and recorded with the Clark County Auditors office. (Submitted by Sam Adams)

 [Exclusive Easement](#)
[Non-Exclusive Easement](#)
[Far from Par LLC Easements](#)
[Legal Description 2](#)

- D. Authorize the Mayor to sign Professional Services Agreement Supplement No. 1 for required archaeological work on Project WS-714 STEP Sewer Transmission Main with Otak for an additional cost of \$175,646, with the total agreement cost not to exceed \$310,883. All project construction costs, including this additional archaeological work, are funded by a Public Works Trust Fund Loan. (Submitted by James Carothers)

 [Sewer Main Consultant Contract Supplement](#)

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements

VIII. MEETING ITEMS

- A. Public Hearing for the Green Mountain Planned Residential Development (PRD) Sewer System Development Agreement
Details: The Green Mountain PRD received a Final Order and Land Use Approval on August 3, 2015. Within the Final Order, the Green Mountain PRD was required to enter into an agreement with the City to provide for a public-private partnership to fund and construct sewer infrastructure to provide service to the PRD and to the North Urban Growth Area as a whole. Staff and the City Attorney have worked extensively with Green Mountain PRD representatives over the last few months to draft an agreement for Council's consideration. The concept and general provisions of the draft agreement have been presented to the City Council at prior Council workshops, the most recent presentation occurring at the August 17, 2015 Workshop. The attached staff report provides additional details and information. Prior to the public hearing, staff will present the final draft of the development agreement to Council and provide a summary of minor modifications that have been made to the agreement since the August 17th Workshop.

Presenter: Steve Wall, Public Works Director

Recommended Action: Staff recommends that Council conduct a public hearing, deliberate and move to approve the development agreement.

 [Green Mountain Sewer Development Agreement Public Hearing Staff Report](#)

[Green Mountain Development Agreement](#)

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

[Exhibit D](#)

- B. Resolution 15-015 Adopting Changes to the Non-Represented Employee Handbook
Details: This resolution will add necessary language for the Paid Time Off (PTO) leave option to the non-represented employee handbook. This change was previously discussed at the October 5, 2015 Council Workshop.

Presenter: Jennifer Gorsuch, Administrative Services Director

Recommended Action: Staff recommends that Council move to adopt Resolution 15-015.

 [Resolution No. 15-015](#)

[Exhibit A](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT

Monday, October 26, 2015, 4:30 PM

City Municipal Center, 616 NE 4th Avenue

SPECIAL MEETING

I. CALL TO ORDER

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

II. ROLL CALL

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

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, Pete Capell, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Steve Wall and Alicia Pacheco (student intern)

Press: No one from the press was present.

III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. WORKSHOP TOPICS

A. Emergency Management

Details: This was the second in a series of three Clark Regional Emergency Services Agency (CRESA) workshops regarding disaster decision making and the role of policy makers. This presentation was an overview of the Comprehensive Emergency Management Plan.

Presenter: Jason Hetherington, CRESA Emergency Management

 [Comprehensive Emergency Management Plan Presentation](#)

B. 2015 Fall Omnibus Budget Presentation

Details: The 2015 Fall Omnibus Budget Presentation was reviewed for budget adjustments for the 2015 Fiscal Year. It included 17 Budget Adjustment Packages. There are two carry forward packages from 2014, eight supplemental packages and seven administrative packages. These packages total \$22,000,817 in revenue, which includes both the 2015 Water/Sewer Revenue Bond as well as the 2015 Limited General Obligation Bond. The packages also include \$4,477,859 in appropriations.

Presenter: Cathy Huber Nickerson, Finance Director

 [2015 Fall Omnibus](#)

A 2015 Budget ordinance will be placed on the November 16, 2015 Regular Agenda for Council's consideration after a public hearing.

C. 2016 Property Tax Presentation

Details: This presentation was for the purpose of reviewing property tax options for the 2016 Levy Year. Staff reviewed historical data as well as presented the property tax calculation in detail. Discussion of options regarding the 1% property tax limit as well as the Implicit Price Deflator Limit of 0.251% took place.

Presenter: Cathy Huber Nickerson, Finance Director

 [Property Tax 2016 - Recommended Budget](#)

Huber Nickerson presented the Council with 2016 property tax options. This item will be placed on the November 16, 2015 Regular Agenda for Council's consideration after a public hearing.

D. 2016 Proposed Fee Schedule

Details: This presentation was for the initial review of the 2016 Fee Schedule. The Fee Schedule has the current rates along with the proposed rates as well as new rates and suggested discontinued rates. The Fee Schedule was updated with the Consumer Price Index of 1.3% with some fees adjusted for administrative purposes. It is staff's intention to analyze by department the current rate structures to ensure proper rate recovery while providing the appropriate level of service to the citizens. The first department was the Fire Marshal's office, which recommended changes to the Fee Schedule earlier in 2015. This fee schedule includes a similar departmental review from the Parks and Recreation staff as well as the Solid Waste staff.

Presenter: Cathy Huber Nickerson, Finance Director

 [2016 Budget Revised Fee Schedule](#)

Huber Nickerson summarized the Fee Schedule updates for Council and this item will be placed on the November 16, 2015 Regular Agenda for Council's consideration after a public hearing.

E. 2016 Readoption Budget Presentation

Details: This workshop presentation reviewed in detail the proposed 2016 Readoption Budget for the operating budget. The next workshop presentation on November 2, 2015, will have a similar discussion about the 2016 Capital Budget up for readoption.

Presenter: Cathy Huber Nickerson, Finance Director

 [2016 Readoption Budget Summary](#)

Huber Nickerson presented the 2016 Readoption Budget information and discussion ensued.

F. Utility Billing Items

Details: This presentation was twofold, first it presented City Council with additional information regarding garbage service requests and second, it provided the Low Income Assistance Program status. Staff requested Council's direction regarding the City's Fee Schedule for garbage can changes and whether to broaden the Low Income Assistance Program to include additional partner agencies.

Presenter: Cathy Huber Nickerson, Finance Director

 [Service Requests Statistics](#)

Huber Nickerson presented some utility billing items. Discussion ensued. The changes in service items will be placed on the November 2, 2014 Regular Agenda for Council's consideration.

G. Camas Meadows Pump Station Easement

Details: During development of the Two-Creeks and Camas Meadows Drive area in 2005, an easement was granted to the City for siting of the Camas Meadows Pump Station. However, when the Pump Station was actually constructed and conveyed to the City to serve the developed area, some components of the pump station and force main were constructed outside of the original easement. Staff has worked with the current owner of the underlying land, Far From Par, LLC, to draft a new and larger sewer easement to incorporate all components of the sewer lift station and associated access road. In consideration for granting the new and larger easement, staff proposed a onetime cash payment to Far From Par LLC in the amount of \$3,740, which is equivalent to one commercial Sewer System Development Charge.

Presenter: Sam Adams, Utilities Manager

 [Far From Par Easement Letter](#)

[Far From Par Draft Easements](#)

[Far From Par Legal Description 1](#)

[Far From Par Legal Description 2](#)

This item will be placed on the November 2, 2015 Consent Agenda for Council's consideration.

H. 2016 Community Development Block Grant (CDBG) Application

Details: CDBG Grant applications are due December 1, 2015. Staff proposed submitting an application for the 2016 funding round. The proposed project will make improvements to NW Franklin Street between 19th Avenue and 22nd Avenue. These improvements consist of rehabilitation of the roadway and replacement of sewer main and water and sewer services. This proposal is consistent with the adopted 2015-2016 Budget. The project cost is approximately \$465,000. Staff recommended a grant request of \$250,000. The water and sewer funds will pay \$215,000. Design will be done by Camas staff. CDBG grants require two public meetings prior to application submittal. This meeting qualified as the first of two meetings. Staff recommended that the second meeting be scheduled as a public hearing on November 16, 2015.

Presenter: James Carothers, Engineering Manager

 [2016 CDBG Application Memo](#)

[CDBG Eligible Areas Map](#)

Council directed staff to submit an application for the 2016 Community Development Block Grant (CDBG) funding period for the NW Franklin Street improvements and to schedule a public hearing for the November 16, 2015 Council Meeting on this matter.

I. Sewer Transmission Main Consultant Contract Supplement

Details: The STEP sewer transmission main route bisects areas of archaeological significance. Efforts were made during project design to keep these areas of potential archaeological finds to a minimum. There are two areas that require additional archaeological investigation and artifact curation. The cost of this additional consultant work is \$175,646.

This additional cost is covered by the Public Works Trust Fund loan for this project.
Presenter: James Carothers, Engineering Manager

 [Sewer Main Consultant Contract Supplement](#)

This item will be placed on the November 2, 2015 Consent Agenda for Council's consideration.

J. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

Wall provided Council updates on the Green Mountain Development Agreement and the Jones Creek watershed logging project.

K. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

Bourquin provided Council updates regarding the number of building permits issued year-to-date, a gun shop and shooting range opening in December, and the County's Comprehensive Plan update and City response.

L. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Pete Capell, City Administrator

Capell updated Council about the State of the Community event and accompanying brochure highlighting that Camas is Great Place to Live, Work, Learn and Play. This theme was used for the City's strategic planning effort, the recent website update and on the City's new mobile app. Capell requested from Council the establishment of an Administrative Committee. He shared that upcoming work elements for this three-member committee would include updates to the City's Municipal Code and policies related to which actions or information should come to Council for approval and which should be approved administratively.

V. COUNCIL COMMENTS AND REPORTS

Hazen attended the Candidate Forum and toured the proposed marijuana shop in Camas. He said there is a Parks Commission meeting on October 28, 2015.

Chaney attended the State of the Community event and Candidate Forum.

Hogan attended the State of the Community and Candidate Forum, the 2015 First Citizen Award Ceremony for Nan Henriksen, the Association of Washington City's (AWC) regional meeting and the Camas Washougal Economic Development Association (CWEDA) meeting. He said there will be a Downtown Camas Association Annual Awards Banquet on November 9, 2015.

Anderson attended the C-Tran meeting, the AWC Regional meeting, and the State of the Community event and Candidate Forum. He said there will be a C-Tran Public Transportation Improvement Conference on October 27, 2015. Anderson raised a safety concern regarding signage in the right of ways and in medians.

Smith attended the 2015 First Citizen Award Ceremony and the Regional Transportation Council (RTC) meeting.

Carter attended the State of the Community event and Candidate Forum and toured the proposed marijuana shop in Camas.

Turk attended the Planning Commission meeting and the Technical Advisory Committee meeting.

Mayor Higgins commented about the Japan Sister City trip and the 2016 Council committee assignments.

VI. PUBLIC COMMENTS

No one from the public wished to speak.

VII. ADJOURNMENT

The meeting was adjourned at 6:10 p.m.

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT

Monday, October 26, 2015, 7:00 PM

City Municipal Center, 616 NE 4th Avenue

SPECIAL MEETING

I. CALL TO ORDER

Mayor Scott Higgins called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Robert Maul, David Schultz and Alicia Pacheco (student intern)

Press: Heather Acheson, Camas-Washougal Post-Record

IV. PUBLIC COMMENTS

No one from the public wished to speak.

V. CONSENT AGENDA

- A. Approved the minutes of the October 5, 2015 Camas City Council Meeting and the Workshop minutes of October 5, 2015.

 [October 5, 2015 Camas City Council Regular Minutes - Draft](#)

[October 5, 2015 Camas City Council Workshop Minutes - Draft](#)

- B. Approved claim checks numbered 127548-127658 in the amount of \$1,856,679.09.

- C. Authorized the write-off of the September 2015 Emergency Medical Services (EMS) billings in the amount of \$55,351.24. 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. Authorized the Mayor to sign the supplemental budget request for additional work conducted on Project WS-681C North Urban Growth Area (NUGA) Alternative Analysis Study to BergerABAM Consulting in the amount of \$1,225.00. This item was presented at the September 21, 2015 Council Workshop. (Submitted by Sam Adams)

 [NUGA Sewer Alternatives Analysis Supplemental Budget Request](#)

- E. Authorized Pay Estimate No.14 to Nutter Corporation for Project S-565 NW 38th Avenue Phase 2 Roadway Improvements in the amount of \$27,540.00 for work through September 30, 2015. (Submitted by James Carothers)
-  [NW 38th Avenue Pay Estimate 14](#)
- F. Authorized the Mayor to sign a professional services contract for Project WS-681C North Urban Growth Area (NUGA) Sewer Transmission System Design with Otak Inc. in the amount of \$1,089,773. (Submitted by Sam Adams)
-  [Otak NUGA Professional Services Contract and Scope of Work](#)
[NUGA Design Schedule](#)
- G. Authorized the Mayor to sign a professional services contract for Project WS-758 Water System Plan Update with Carollo Engineers in the amount of \$289,964. (Submitted by Sam Adams)
-  [Carollo Professional Services Agreement](#)
[Carollo Task Order](#)
[Camas WSP Scope of Work](#)
[Camas 2016 WSP Budget](#)
- H. Authorized Pay Estimate No. 4 to Rotschy, Inc. for Project WS-709C Slow Sand Water Treatment Plant in the amount of \$928,612.32 for work through September 30, 2015. (Submitted by James Carothers)
-  [Water Treatment Plant Pay Estimate 4](#)
- I. Authorized Pay Estimate No. 3 to McDonald Excavating, Inc. for Project WS-714 STEP Sewer Transmission Main in the amount of \$415,191.52 for work through September 30, 2015. (Submitted by James Carothers)
-  [Sewer Transmission Main Pay Estimate 3](#)
- J. Authorized the Mayor to sign the Interlocal Agreement for Commute Trip Reduction between the Cities of Camas, Vancouver and Washougal and Clark County, adopting the Commute Trip Reduction Work Plan for Washington State fiscal biennium 2015 to 2017. (Submitted by James Carothers)
-  [Commute Trip Reduction Agreement](#)
- K. Authorized the fire department to list as surplus several lengths of fire hose and aluminum ladders. These items are outdated and no longer pass required safety tests and standards. This item was discussed at the October 5, 2015 Council Workshop. (Submitted by Nick Swinhart)
-  [Camas-Washougal Fire Department Surplus Items](#)

It was moved by Council Member Carter, seconded by Council Member Smith, to

approve the Consent Agenda. The motion carried unanimously.

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Hogan announced the Downtown Camas Association's Annual Awards Banquet on November 9, 2015.

Turk announced the Boo Bash on October 28, 2015.

Chaney commented about Robert "Joe" Snider's passing. Joe was a former Assistant City Engineer at the City of Camas.

VII. MAYOR

A. Announcements

There were no announcements from Mayor Higgins.

B. Extra Mile Day Proclamation

 [Extra Mile Day Proclamation 2015](#)

Mayor Higgins proclaimed November 1, 2015, as Extra Mile Day in the City of Camas.

VIII. MEETING ITEMS

A. Public Hearing: Retail Marijuana

Details: Public hearing to consider amendments to the zoning code related to marijuana retailers. The Camas Municipal Code (CMC) prohibits marijuana retail sales pursuant to Section 18.07.030 Table 1 with an expiration or sunset date of November 30, 2015. The Planning Commission held a public hearing on September 15, 2015, on the zoning of marijuana retailers and has by a 3-2 vote forwarded on to City Council a recommendation to allow marijuana retailing as a permitted use in the Community Commercial (CC) and Regional Commercial (RC) zones.

Presenter: Phil Bourquin, Community Development Director

 [Staff Report to Council About Retail Marijuana](#)

[WAC314-55-010 Definitions](#)

[2015 House Bill 2136 Effective 7-01-15](#)

Mayor Scott Higgins opened the public hearing at 7:16 p.m.

The following members of the public spoke:

Dan Duringer, 1527 NE Franklin Street, Camas

John Sentesy, 1707 NW Lacamas Drive, Camas

Desmond (no last name provided), 215 Omaha Way, Vancouver

Leona Brewer, 3242 NE 3rd Avenue, #157, Camas
Mark Mailhot, 903 NW Fargo Street, Camas
Kent MacDonald, 3417 SE 2nd Avenue, Camas
Jeanette Hodapp, 1420 NE 4th Avenue, Camas
Roy Ware, 23515 NE 9th Street, Camas
Brian Wilde, 841 NE 22nd Avenue, Camas
Bob Nicacio, 1805 NE Blair, Camas
David Gilman, 27306 NW 9th Street, Camas
Pete Emerson, 1419 NE 4th Avenue, Camas
Amee Elkins, 2220 N T Street, Washougal
John Spencer, 2103 SE 303rd Avenue, Washougal
Julie Mueller, 2904 NW 5th Street, Washougal
Mary Jo Harrison, 1508 NW 43rd Circle, Camas
Cindy Hostetler, 123 NW 21st Avenue, Camas
Randy Harris, 1321 NW 43rd Avenue, Camas
Tim Hein, 3512 NW Logan Court, Camas
Matthew Carlisle, 536 NW 10th Avenue, Camas
Jeremy Bannon, 2820 NW 44th Avenue, Camas
Mike Nerland, 4031 NW Sierra Drive, Camas
Dave Casteel, 26308 NE 34th Street, Camas
Chuck Miller, 25810 NE 12th Street, Camas
Lee Holst, 630 SW Zillah Street, Camas
Matthew Overton, 1330 NE 5th Avenue, Camas

Meeting went into Recess at 8:22 p.m. Meeting Reconvened at 8:28 p.m.

Chrissy Goecks, 5605 NE Lessard Road, Camas
Mark Elkins, 2220 N T Street, Washougal
Alex Young, 1400 NW 94th Street, Camas

Bourquin presented emails from citizens that have been entered into the record.

The public hearing was closed at 8:49 p.m.

Meeting went into Recess at 8:50 p.m. Meeting Reconvened at 8:52 p.m.

A motion was made by Council Member Chaney, seconded by Council Member Hogan, to amend the Camas Municipal Code (CMC) to prohibit the retail sales of marijuana within the City of Camas based upon community values/preferences and the record previously established under Ordinance 2712 and to repeal the sunset date provided under CMC 18.07.030 Table 1, note 9 as addressed in Option 2 of the Staff Report dated October 20, 2015, and further direct the City Attorney to prepare an ordinance for consideration and adoption at the November 16, 2015 City Council meeting. The motion passed by the following vote:

Yes: Council Member Anderson, Council Member Carter, Council Member Chaney, Council Member Hazen and Council Member Hogan

No: Council Member Smith and Council Member Turk

B. Public Hearing: Smoke Shops

Details: Public hearing to consider amendments to the Camas Municipal Code (CMC) relating to the establishment of Smoke Shops within the City of Camas. Proposed amendments to CMC Section 18.03.030 Definitions for Land uses, and Section 18.07.030 Table 1 - Commercial and Industrial Uses, pertaining to Smoke Shops (File MC15-07).
Presenter: Phil Bourquin, Community Development Director

 [Staff Report Regarding Smoke Shops](#)

[Exhibit List MC15-07 Smoke Shops](#)

[Exhibit 001 MC15-07](#)

[Exhibit 002 MC15-07](#)

[Exhibit 003 MC15-07](#)

[Exhibit 004 MC15-07](#)

[Exhibit 005 MC15-07](#)

[Exhibit 006 MC15-07](#)

[Exhibit 007 MC15-07](#)

[Exhibit 008 MC15-07](#)

[Exhibit 009 MC15-07](#)

[Exhibit 010 MC15-07](#)

[Exhibit 011 MC15-07](#)

[Exhibit 012 MC15-07](#)

[Exhibit 013 MC15-07](#)

Mayor Scott Higgins opened the public hearing at 9:33 p.m.

The following member of the public spoke:

Dan Duringer, 1520 NE Franklin Street, Camas

The public hearing was closed at 9:40 p.m.

Schultz and Bourquin responded to Council questions.

A motion was made by Council Member Turk, seconded by Council Member Anderson, to amend the Camas Municipal Code (CMC) 18.03.030-Definitions for Land Uses and CMC 18.07.030 Table 1 to allow smoke shops in the Community Commercial (CC) and Regional Commercial (RC) zoning districts as recommended by the Planning Commission on September 15, 2015, and as addressed in the Staff Report on this subject dated October 20, 2015, with the following additional amendments: Amend CMC 18.07.030 Table 1, Note 9 to read: 9. A) Must be sited a minimum 1000 feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or game arcade to which is not restricted to persons twenty-one years or older as defined in WAC 314-55-010 on June 20, 2015; B) The business shall post clear signage in a conspicuous location near each public entrance stating no person under the age of 21 may enter the premises except as provided for under RCW 69.50.357, and; C) No Smoke Shop subject to this note shall

be located with five (5) miles of an existing lawfully established Smoke Shop. All measurements under (A) and (C) shall be measured from the nearest property line of the property on which the use is proposed to the nearest property line of an existing business utilizing Clark County GIS, and further direct the City Attorney to prepare an ordinance for consideration and adoption at the November 16, 2015 City Council meeting. The motion passed by the following vote:

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

IX. PUBLIC COMMENTS

Dan Durringer, 1527 NE Franklin Street, Camas, commented about Council's deliberations.

X. ADJOURNMENT

The meeting was adjourned at 9:51 p.m.

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

After Recording Return To:

Roger D. Knapp
430 NE Everett Street
Camas, WA 98607

GRANT OF EASEMENT

Grantor: Far From Par, LLC
Grantee: City of Camas
Legal description (abbreviated): #65 SEC 28 T2N R3EWM
Assessor's Tax Parcel ID: 175981-000

The Grantor, FAR FROM PAR, LLC, a Washington Limited Liability Company, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the CITY OF CAMAS, a municipal corporation of the State of Washington, as successors and assigns, an exclusive easement for the propose of constructing, maintaining and operating a sewage pump station over, under, and across the following described real property:

See Exhibit "A" attached hereto and by this reference incorporated herein.

Said Grant of Easement is for the operation, maintenance, repair and replacement of a sewage pump station facility and appurtenances thereto, together with the right of the grantee, its officers, employees, and agents to enter in or upon said easement at reasonable times to inspect, repair, construct or reconstruct said pump station and appurtenances thereto.

Grantee agrees that the area subject to the easement granted herein shall not be excluded from the calculation of any applicable setbacks and that the setbacks shall be measured from the northern boundary of said easement.

IN WITNESS WHEREOF, THE Grantor has executed this instrument this ____ day of

_____, 2015.

GRANTOR

FAR FROM PAR, LLC

By: _____
Title: _____

After Recording Return To:

Roger D. Knapp
430 NE Everett Street
Camas, WA 98607

GRANT OF EASEMENT

Grantor: Far From Par, LLC
Grantee: City of Camas
Legal description (abbreviated): #65 SEC 28 T2N R3EWM
Assessor's Tax Parcel ID: 175981-000

The Grantor, FAR FROM PAR, LLC, a Washington Limited Liability Company, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the CITY OF CAMAS, a municipal corporation of the State of Washington, as successors and assigns, a non-exclusive easement for the propose of ingress, egress and utilities over, under, and across the following described real property:

See Exhibit "A" attached hereto and by this reference incorporated herein.

Said Grant of Easement is for ingress, egress, and utilities, and shall include the right to install, maintain, repair, and replace utility lines and roadway, together with the right of the officers, employees, agents and assigns of the City of Camas to enter in or upon said right-of-way easement at reasonable times to inspect, repair, construct, or reconstruct the utility lines and roadway surface. The Grantee further agrees to repair any damage to said property occasioned by the installation, maintenance, or repair of said utility lines and roadway surface, and to restore said property to a condition substantially the same as prior to any such damage.

The Grantee shall have the right to utilize such property for any purpose that does not interfere with the access and utility rights granted to Grantor. Grantee agrees that the area subject to the easement granted herein shall not be excluded from the calculation of any applicable setbacks and that the setbacks shall be measured from the northern boundary of said easement.

IN WITNESS WHEREOF, THE Grantor has executed this instrument this ____ day of February, 2015

GRANTOR

FAR FROM PAR, LLC

By: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 2015, personally appeared _____, to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington, Residing_____
My appointment expires: _____

LEGAL DESCRIPTION FOR CITY OF CAMAS
Camas Meadows Pump Station Access Easement
January 30, 2015

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

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

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

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

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

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

THENCE South $04^{\circ} 31' 09''$ East 225.73 feet to a 470.00 foot radius curve to the left;

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

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

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

THENCE North 26° 24' 50" East, along the West line of said Parcel G a distance of 199.72 feet to the TRUE POINT OF BEGINNING;

THENCE North 26° 24' 50" East, continuing along the West line, a distance of 38.98 feet to the Northeast corner of that tract conveyed to Far From Par LLC by deed recorded under Auditor's File No. 3910843 of said Clark County deed records;

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

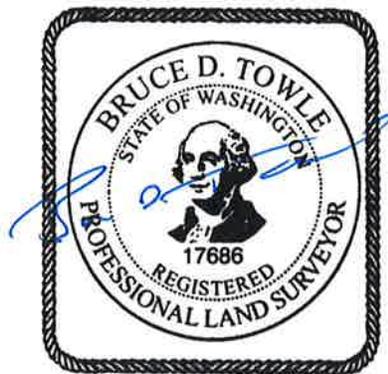
THENCE North 44° 31' 04" West leaving said West line 39.98 feet;

THENCE South 42° 09' 43" West a distance of 15.03 feet;

THENCE South 44° 31' 04" East a distance of 39.24 feet;

THENCE South 45° 32' 21" East a distance of 21.04 feet;

THENCE South 20° 40' 05" East a distance of 52.47 feet to the TRUE POINT OF BEGINNING.



113015

LEGAL DESCRIPTION FOR CITY OF CAMAS
Camas Meadows Pump Station Easement
January 30, 2015

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

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

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

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

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

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

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

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

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

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

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

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

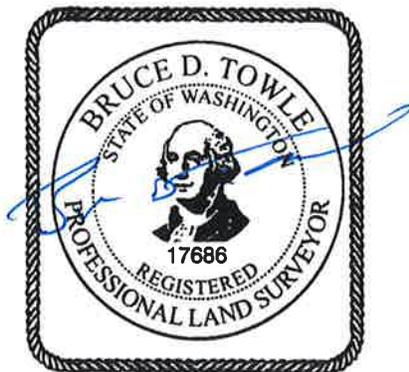
THENCE North 44° 31' 04" West leaving said West line 39.98 feet to the TRUE POINT OF BEGINNING;

THENCE South 42° 09' 43" West a distance of 30.60 feet;

THENCE North 44° 16' 07" West a distance of 30.82 feet to the West line of that tract conveyed to Far From Par LLC by deed recorded under Auditor's File No. 3910843 of said Clark County deed records;

THENCE North 28° 07' 43" East along said West line a distance of 31.86 feet to the Northwest corner of said Far From Par LLC parcel;

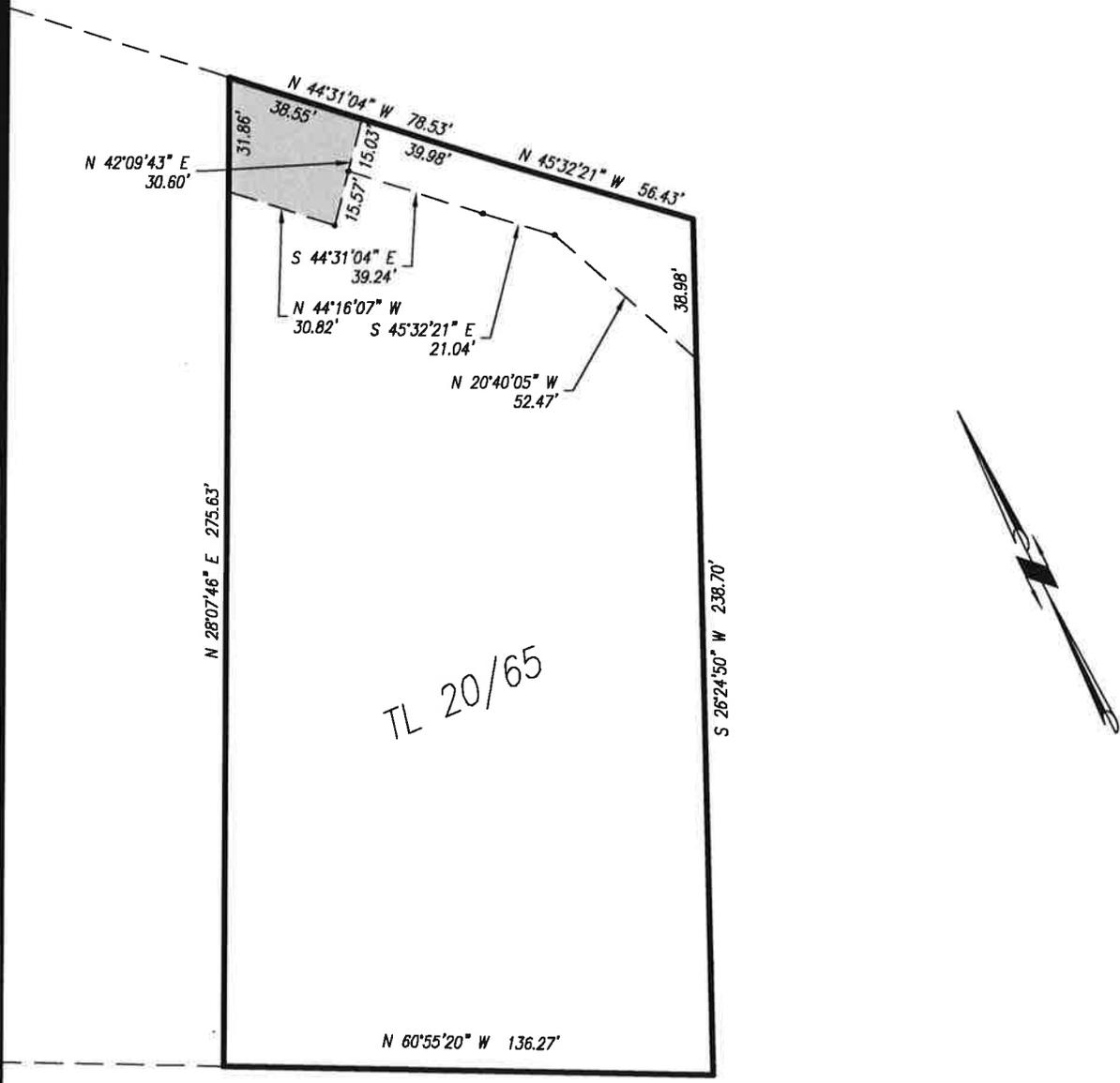
THENCE South 44° 31' 04" East along the North line of said parcel a distance of 38.55 feet to the TRUE POINT OF BEGINNING.



1/30/15

EXHIBIT "B"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

A PARCEL OF PROPERTY LYING IN THE SW 1/4 OF THE NW 1/4,
 SECTION 28, T. 2 N., R. 3 E., W.M.,
 CITY OF CAMAS, CLARK COUNTY, WA



NW CAMAS MEADOWS DR.

OLSON LAND SURVEYORS
 ENGINEERS
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

1-360-695-1385
 1-503-289-9936

Professional Services Agreement Supplement No. 01



HanmiGlobal Partner

808 SW Third Avenue,
Suite 300
Portland, OR 97204
(503) 287-6825
www.otak.com

Project

Client

Location and

Description

STEP Sewer Transmission Main
Camas Project WS-714

Project # 16579.B

City of Camas, Washington

616 NE 4th Avenue, Camas, WA 98607

City of Camas, Washington

Professional services

Based on client direction, changes were requested or required, which fall outside the original scope of our agreement. The changes, as outlined below, necessitate an adjustment to our original contract price. All terms and conditions of the original agreement remain in effect.

ITEM DESCRIPTION	ESTIMATED COST
Please see Exhibit A, Supplement 1 – Scope of Work, which includes	\$175,646
Task 2.0 Archaeological Excavations of Site CL123	
Task 3.0 Archaeological Site Monitoring	
Task 3.3 Site 45CL654 - Excavation	
Task 4.0 Project Meetings	
Task 5.0 Project Submittals and RFIs	
Previous lump sum Contract Amount:	\$135,237
Supplement 01:	\$175,646
Total Revised lump sum Contract Amount:	\$310,883

For Otak:

For City of Camas, Washington:

Signature

Signature

Name

Name

Exhibit A
City of Camas
Camas STEP Sewer - Services During Construction
Supplement I - Scope of Work
October 13, 2015

This scope of work is to amend the contract for the above project to provide additional archeological services for two sites along the STEP sewer route. As significant archeological resources have been found at these sites, additional testing and artifact recovery must be conducted. This scope of work provides the tasks necessary to complete this work.

Specific tasks included in this amendment are as follows:

Task 2.0 Archaeological Excavations of Site 45CL123

The following work has been added to this task:

- Excavate a 1.0x0.5-meter unit at this site to an approximate depth of 1 meter.
- Prepare a preliminary summary report ahead of receiving the outside analyses and full lab results of artifact analysis.
- Prepare a full report for the work once construction in the 45CL123 site is completed.

This assumes up to 2 samples may be sent for radiocarbon analysis and up to 4 artifacts will be sent for obsidian sourcing and hydration analysis.

Task 3.0 Archeological Site Monitoring

The following additional task has been added:

Task 3.3 Site 45CL654—Excavation

This work plan outlines the methods of additional archeological fieldwork and analysis that will be conducted in order to provide information from site 45CL654 in Camas, Washington, within the alignment of the proposed trench excavation.

To accommodate construction, additional archeological testing will be done within the construction trench where the pre-construction trenching encountered archeological deposits. The proposed testing will consist of excavation of up to seven 1.0 x 1.0-meter (3.3 x 3.3-foot) contiguous units at the top of the terrace and one 1.0 x 1.0-meter (3.3 x 3.3-foot) unit at the small area found at the second bend. These archeological excavations will be excavated to the depth of the planned base of the construction trench plus 10 centimeters (4 inches), or to the depth of the archeological deposit, if it is not as deep as the proposed trench. Up to three auger samples will be excavated manually to bedrock within the excavated units to determine the full depth of the archeological deposit, if the manual excavations do not reach that deep, since the plan would be to slightly over-dig the archeological deposit below the proposed construction trench. For the short area that has not yet been exposed by backhoe, under the direction of AINW, that area will be

mechanically excavated 10 centimeters (4 inches) at a time by McDonald Excavation to determine where the archaeological deposit may be encountered.

To allow construction to continue while analyses of artifacts and samples are underway, a *preliminary* summary report will be prepared within a week of excavation. It will document this excavation, note whether features were found, provide information about the quantity and types of artifacts found, note what types of samples were collected, and make recommendations. Maps and photographs will be included. Analysis of bulk samples and outside analyses (radiocarbon dating, obsidian hydration, etc.) will be done later and a final report will be prepared after preconstruction trenching and monitoring through this site have been completed.

Once AINW has completed the excavations and submitted the preliminary report that is acceptable to USACE, construction will be allowed to continue. AINW will monitor construction through the archaeological site. At this time, monitoring is not planned for the pipeline trench west of the deposits at the second bend of the alignment on Third Loop.

Detailed Excavation Plan

Archaeological test units (100x100 cm) would be excavated by hand in 10-centimeter levels. Soils will be screened through 3.2-millimeter (1/4-inch) mesh hardware cloth. A 25x25-cm corner of each unit will be screened through 6.4-millimeter (1/8-inch) hardware cloth. The objective is to have one line of adjacent 1-meter units through the area, and if needed, step down the slope, for a full stratigraphic view. A plan view of each excavation level and feature will be drawn and photographed, and the final unit profile will be drawn and photographed as well. Features, if encountered, will be bisected and excavated separately from the rest of the unit level. If charcoal is found that is associated with prehistoric-period use, samples will be taken for radiocarbon dating; at least three samples will be submitted for dating, and if more than one depositional unit is discerned, additional samples will be taken and submitted for dating. Bulk samples of the midden profile from one test unit will be taken for fine-mesh water screening to recover faunal and botanical remains, if present. Bulk samples will measure a minimum of a liter (10 x 10 x 10 centimeters). Bulk samples will also be taken from features, if features are encountered. Artifacts will be collected by provenience during excavation.

Artifacts and samples will be processed (cleaned, identified, counted, and catalogued) in AINW's office/laboratory. Outside analyses may include radiocarbon analysis, obsidian hydration and x-ray refraction of obsidian artifacts, blood residue analysis of tools, botanical analysis of plant remains, residue analysis of groundstone items, and tephra analysis if volcanic ash is found.

The report will include a summary of the field and laboratory methods, findings, and recommendations. The revised site form, artifact catalogues, and summaries of the outside analyses will be appended to the report. Draft and final versions of the report will be submitted. Copies of the report will be sent to USACE, Tribes, and City of Camas. AINW will revise the report to address comments. The report would be prepared at the close of the

controlled excavations and subsequent analyses.

Summary of Work Plan—Excavation Within and Adjacent to Site 45CL654

1. AINW will hand excavate in two areas.
 - Up to seven 1.0 x 1.0-meter units will be excavated into the exposed archaeological deposit along the leading (southern) edge of Third Loop. Excavations below the removed 0.6 meter (2 feet) of fill will extend to a depth of 1.6 meters (5 feet 4 inches) within the construction trench. This is a thickness of 1.1 meters (3 feet 4 inches) for most of the area, although the thickness will be less on the slope. The total volume is estimated to be 6.4 m³. A backhoe may be used to remove additional fill covering the southern edge of this area.
 - One 1.0 x 1.0-meter (3.3 x 3.3-foot) unit will be excavated in the isolated deposit at the second bend. The fill overburden has been removed to a depth of (4 feet). Assuming the construction trench will need to be 1.5 meters (5 feet deep), the excavation will be a thickness of 0.4 meter (1 foot 4 inches). Total volume is estimated to be 0.4 m³.
 - The depth will be less than this if the deposit is shallower than the depth of the construction trench.
 - Soils will be screened through 3.2-millimeter (1/4-inch) mesh hardware cloth. A 25x25-cm corner of each unit will be screened through 6.4-millimeter (1/8-inch) hardware cloth.
2. The base of selected units will be augered. Up to three augers may be excavated.
3. McDonald Excavation will ensure safe access to the trench bottom for AINW's archaeological team if needed, by sloping the trench walls or installing a trench box.
4. A preliminary report documenting the completion of the excavations and a summary of findings will be prepared and submitted to USACE, Tribes, City, and others.
5. The remaining construction trench through the proposed testing area will be excavated mechanically under the direction of an archaeological monitor.

Task 4 Project Meetings

This task is for additional attendance by the consultant team at construction meetings than what was anticipated in the original scope.

- Assumes attendance by Otak at 5 additional construction meetings.

Task 5 Project Submittals and RFIs

This scope is to provide for review of additional submittals and RFI's.

Task 5.1 Project Submittals

- Assumes review of 5 additional submittals

Task 5.2 Review and Respond to Requests for Information

- Assumes review of 5 additional RFI's by Otak, Inc.



CITY OF CAMAS STAFF REPORT

To: Mayor and City Council
From: Steve Wall, Public Works Director
Date: October 26, 2015
Proceeding Type: Public Hearing / Motion
Subject: Green Mountain Planned Residential Development
Sanitary Sewer Development Agreement

Legislative History:

• Workshop Presentation on Preferred Alternative for NUGA Sewer	May 18, 2015
• Workshop Presentation on Development Agreement Framework	August 3, 2015
• Workshop Presentation on DRAFT Development Agreement	August 17, 2015
• Public Hearing	November 2, 2015
• Adopt Ordinance	To be determined

Background and History of Property:

In 2007, the City updated its Comprehensive Plan, Zoning Map and capital facilities plans to include additional land to its Urban Growth Area. In 2008, what is commonly known as the North Urban Growth Area, or NUGA, was annexed. In 2009, an initial Development Agreement (DA) was executed with the then current property owners that provided a conceptual framework for the future development of the Green Mountain property. That DA has since expired. In 2012, Green Mountain Land, LLC purchased the property and prepared updated technical information for the property based on their new conceptual development designs. With the expiration of the 2009 DA and new technical information created for the conceptual development, a new DA was prepared for the property and approved by the City Council on December 22, 2014. The 2014 DA, which is still in effect, contains a conceptual Master Plan for a mixed use planned residential development, including requirements relating to parks and open space, transportation, tree preservation, planning standards, stormwater, streetscape and significant views for specific areas of the project. Sanitary sewer needs were not addressed in the 2014 DA. The Green Mountain Planned Residential Development (PRD) ultimately received land use approval on August 8, 2015, consistent with the 2014 DA.

Sanitary Sewer Development Agreement:

During development of the Sewer Capital Facilities Plan to support inclusion of NUGA into the City's Urban Growth Boundary, the City Council prioritized providing sanitary sewer service to the NUGA through the use of traditional gravity sewer systems. Traditional gravity sewer is preferred in lieu of the septic tank effluent pumping (STEP) systems that serve the majority of developed areas on the south side of Lacamas Lake as traditional gravity provides for more reliability and less maintenance typically resulting in lower maintenance and operations costs. To appropriately plan for future development of the NUGA, staff completed an Alternatives Analysis and selected a preferred alternative to provide sewer service. Staff reviewed the technical details of the Preferred Alternative to provide sanitary sewer service to the Green Mountain area and the rest of the NUGA with the City Council at a May 2015 Council Workshop.

The August 2015 Green Mountain PRD land use approval required that the Developer enter into an agreement with the City to provide for a public-private partnership to fund and construct sewer system improvements to serve the proposed development. In late 2014, City staff began meeting with Green Mountain Land, LLC representatives to develop an agreement specifically pertaining to the provisions for sanitary sewer service to the Green Mountain PRD with the intent of meeting the goals outlined in the NUGA Sewer Capital Facilities Plan and implement the Preferred Alternative discussed above. Additionally, the City Council has approved the issuance and use of Water-Sewer Revenue Bonds to finance design and construction of the Preferred Alternative.

The final draft of the Sanitary Sewer DA with Green Mountain Land, LLC is included with the Council Packet within Legistar. Staff has previously reviewed with Council the framework and prior drafts of the sanitary sewer DA. For reference, the general framework of the DA is as follows:

- Term: 15 years
- General Provisions:
 - Developer constructs Interim Sewer Improvements ("Phase A") to serve initial phases of PRD.
 - Includes interim connection to City's existing STEP System to the south.
 - City constructs Permanent Sewer Improvements ("Phase B") to serve Green Mountain and remainder of NUGA.
 - Developer's interim STEP system is converted to traditional gravity sewer with completion of Phase B.
 - If Phase B gets delayed, Developer has the right to expand Phase A improvements provided there is capacity and the Developer pays for the improvements.
- Financial Contributions:
 - Developer pays for Phase A.
 - City uses Water/Sewer Revenue Bond Proceeds to pay for Phase B.
 - Developer contributes \$1.9 million plus interest towards Phase B through equal annual payments of principal plus interest based on actual Revenue Bond rates.

- Developer receives sewer system Development Charge Credits (SDCs) for portion of Phase A once construction is completed and for a portion of the “Phase B Payment” once payments are made. Amount of credits is based on calculations provided for in the City’s General Sewer Plan and SDC calculation.
- Developer provides security in the form of bond, cash or letter of credit equal to 2 annual payments.
- Developer provides additional security through granting to the City of a first lien position on property valued at 175 percent of the remainder of the annual payments.

Staff will review the final Draft of the DA with Council prior to the public hearing. It is recommended that Council conduct a public hearing, take public testimony, deliberate and take action on the proposed development agreement.

Recommended Motion:

Move to approve the Green Mountain PRD Sanitary Sewer Development Agreement and direct the City Attorney to prepare an Ordinance for consideration and adoption at the November 16, 2015 City Council meeting.

After recording, return to:

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

Space Above for Recording Information Only

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the “City”) and Green Mountain Land LLC (hereinafter referred to as the “Owner”) (and collectively referred to as “Parties”).

RECITALS

WHEREAS, Owner owns or controls certain real property which is located within the City’s municipal boundary and which is more fully described in the attached Exhibit “A”, (hereinafter referred to as the “Property”); and,

WHEREAS, the City and the Owner recognize the area of the City known as the North Urban Growth Area (“NUGA”), will develop over a period of many years; and,

WHEREAS, the Owner has applied to the City for a Planned Residential Development for the Property which is located within the NUGA and will require significant investment in sewer infrastructure to develop the Property; and,

WHEREAS, it is anticipated that certain conditions in the approved Planned Residential Development for the Property will require the Owner to complete specific sewer improvements which will be considered together with this Agreement; and

WHEREAS, the City and the Owner wish to provide predictability and efficiency about the design, cost and delivery of sewer service to the Property and other properties in NUGA; and,

WHEREAS, the City intends to construct trunk line sewer improvements identified in the City's Capital Facilities Plan ("the Phase B Improvements") across the NUGA to provide a more efficient and less costly way to maintain sewer system; the improvements are identified on Exhibit B, which is attached hereto and incorporated by reference herein; and

WHEREAS, the City intends to issue Water and Sewer Revenue Bonds ("Bonds") to finance design and construction of the Phase B Improvements; and

WHEREAS, the City and the Owner recognize that financial contributions from the Owner to the City will benefit not only the Property, but also other properties in the NUGA served by the Phase B Improvements to be constructed by the City; and,

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

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

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

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

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

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as

set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements; and

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement. This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170; and upon execution by all parties.

Section 2. Term of Agreement. This Agreement shall commence upon the Effective Date, and shall be valid for a period of fifteen (15) years; unless extended or terminated by mutual consent of the Parties.

Section 3. As soon as reasonably practical, the City shall begin the process to fund, design, permit, publically bid and construct the Phase B Improvements shown in Exhibit B. The City will exercise its best efforts to complete construction of the Phase B Improvements by September 30th, 2017 and to complete any sewer improvements “down stream” of Phase B (Down Stream Improvements”), at the time when such sewer services are needed to provide sufficient capacity for the full build out of the currently approved Green Mountain PRD. In the event the City fails to have the Phase B Improvements constructed such that the Property may be connected to the Phase B Improvements for sewer service by September 30, 2019, or the Down Stream Improvements at the time when needed for the continued build out of the Green Mountain PRD as currently approved, then the Owner shall have the right to suspend payment of the Annual Payment, until such time as the Phase B or Down Stream Improvements are operational and available for use by the Property. Any Annual Payments that had not been paid would then be due prior to Owner’s connection to the Phase B Improvements or the Down Stream Improvements. In the event that the City does not complete the Phase B Improvements by December 31, 2021, then the Owner shall have no further obligation to make any remaining Annual Payments under this Agreement and the City shall refund all Annual Payments made to date and release to the Owner, any security provided for under this Agreement.

Section 4. In lieu of the Owner constructing all of the Phase B Improvements (which are provided for in the City's Capital Facilities Plan to serve the North Urban Growth Area), the City shall be paid by the Owner the amounts provided for in Exhibit C at the times provided for in Exhibit C (the "Annual Payments").

Section 5. In order to secure Owner's Annual Payments under this Agreement, Owner agrees to provide security to the City (the "Security") in the amount of a minimum of two Annual Payments as shown on Exhibit C. The Security may be in one of the following forms: (1) cash deposited into a segregated sub-account with a bank designated by the City with escrow provisions mutually agreeable to the Parties; (2) a surety bond from a company acceptable to the City, or (3) an irrevocable letter of credit. The City shall be the beneficiary of any Security and the City may draw on the security in the amount of any Annual Payment or portion of any Annual Payment not paid by the Owner by its due date upon receipt by the bank or issuer of the Security of a written certificate of the City Finance Director demanding payment of the sum identified in the certificate. The City may make consecutive demands for payment under the Security until its entire principal balance has been paid to the City. If the surety bond is for a term less than 15 years, the surety bond shall provide that the City may draw on the surety bond 30 days prior to its expiration if the Owner has not provided a substitute surety bond or other acceptable security prior to the termination of the letter of credit. If the letter of credit is for a term less than 15 years, the letter of credit shall provide that the City may draw on the letter of credit 30 days prior to its expiration if the Owner has not provided a substitute letter of credit or other acceptable security prior to the termination of the letter of credit. Security in the form of cash may be invested by the City in any permitted investments for City funds and interest earnings shall be retained by the City. Any cash remaining in this sub account at the termination of this Agreement shall be returned to Owner.

Any of the Annual Payment amounts not secured as provided for in the preceding paragraph, shall be secured by Owner granting the City a first lien position on a portion of the Property legally described in Exhibit D under the terms and conditions of Exhibit D (the "Initially Liened Property"). The Initially Liened Property shall have a 2015 assessed value, or appraised value based on an appraisal acceptable to the City (where such acceptance shall not be unreasonably withheld), whichever is greater, not less than \$3,724,948.50 (which upon execution of this Agreement will be approximately equal to 175% of 13 estimated Annual Payments as shown on Exhibit C). Periodically, the Owner may substitute a different portion of the Property at Owners discretion, to replace the Initially Liened Property then subject to the lien ("Substituted Liened Property"). The Substituted Liened Property must have an assessed or appraised value based on an appraisal acceptable to the City, (where such Acceptance shall not be unreasonably withheld) of at least 175% of the Annual Payments remaining to be paid minus two payments (the "Remaining Payments"). For example, if there are ten Annual Payments remaining to be paid, the Substituted Liened Property must have an appraised or assessed value of 175% of eight (8) Annual Payments. Upon the Owner identifying any Substituted Liened Property and once the City deems the appraisal acceptable, the City shall release the Initially Liened Property from the lien and deed of trust; and shall

replace it with the Substituted Liened Property. The Owner shall be responsible for any costs associated with the substitution of any security under this section. The City will not consent to release any Liened Property if the Owner is in default of any obligations under this Agreement.

At any time during this Agreement, the Owner shall have the right to prepay any or all of the Annual Payments remaining to be paid, under this Agreement.

The City shall provide the Owner with notice of default and an opportunity to cure a default under this Section in the following manner: City shall provide written notice to the Owner of the amount and type of any default under this Section. Upon receipt of such notice of default by the Owner under this Section, the Owner shall within 30 days cure such default, subject to a late payment charge of 9% per annum on any Annual Payment amount unpaid as of the due date thereof.

Section 6. The Owner intends (but is not required) to construct interim sewer improvements on Goodwin Road to provide service to the Property until such time that Phase B improvements are completed (“Phase A Improvements”). These Phase A improvements are also identified on Exhibit B. The approximate capacity of the Phase A Improvements is 350 Equivalent Residential Dwelling Units (“ERUs”). The City agrees that the Owner may utilize the capacity in the Phase A Improvements or the City may allow others (“Latecomers”) to utilize the remaining actual capacity above 201 ERU’s until such time that the permanent Phase B improvements are completed. The Owner may request and apply to the City for a Latecomer Agreement which would obligate the City to collect from the Latecomer a latecomers fee that is equal to the cost of the design, permitting and construction of the Phase A Improvements multiplied by the percentage of 350 ERUs utilized by the Latecomer. Should the Owner apply for a Latecomer Agreement, it will be considered separately by the City from this Agreement.

In the event that the City has not completed construction of the Phase B Improvements prior to the exhaustion of the capacity in the Phase A Improvements, the Owner shall have ability at its sole cost and expense, to construct and utilize any additional, lawfully available capacity in the Phase A system (“Additional Phase A Improvements”) utilizing a reasonable design approved by the City. The Owner shall be responsible for completing all analyses and investigations to document that there is available capacity in the Phase A system and the City will need to approve all analyses prior to the Owner starting design on any Additional Phase A Improvements.

If Additional Phase A Improvements are constructed by the Owner and the City allows such capacity to be used to serve property other than Owners Property, the Owner may request and apply to the City for a Latecomer Agreement which would obligate the City to collect from the Latecomer a latecomers fee that is equal to the pro rata share of the cost of the design, permitting and construction of the Additional Phase A Improvements based upon the

percentage of capacity of the Additional Phase A improvements utilized by the Latecomer. Should the Owner apply for a Latecomer Agreement, it will be considered separately by the City from this Agreement.

The Owner shall design and construct all temporary Phase A Improvements, Additional Phase A Improvements and all temporary sewer improvements on the Property such that they can be properly decommissioned or abandoned once the permanent Phase B Improvements are completed. Additionally, the Owner shall be responsible for decommissioning or abandoning all temporary improvements on the Property once the permanent Phase B improvements are completed.

The City shall issue to the Owner, Sewer System Development Charge Credits (SDC Credits) in an amount equal to thirty-three percent (33%) of the Annual Payment amount paid by the Owner under Exhibit "C". In the event the Owner constructs any portion of the Phase B Improvements, in addition to any SDC credits authorized to be paid to Owner under this section, the Owner shall be entitled to thirty-three percent (33%) of the cost of the Phase B Improvements constructed by the Owner as estimated in the City's Capital Facilities Plan in effect on the date of this Agreement. .

Section 7. Remedies. Should a disagreement arise between the City and Developer regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court. The remedies provided for in Section 3, shall be in addition to any other remedies the Owner may have for failing to construct the Phase B or Down Stream Improvements.

Section 8. Performance. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

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

Section 10. Severability. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 11. Inconsistencies. If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 12. Binding on Successors and Recording. The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective heirs, successors and assigns, with the exception that any assignment by Owner shall be consented to by the City, which consent shall not be unreasonably withheld. If Owner properly assigns its rights and obligations under this Agreement and no longer owns any portion of the Property, the City shall release Owner from any further obligation or liability under this Agreement. The rights and obligations created by this Agreement shall also run with the land, but only with respect to those portions of the Property that have not received final plat approval for a subdivision or Site Plan approval for a commercial or multi family development. Only Owner and the City or their assigns shall have the right to enforce the terms of this Amendment. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 13. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 14. Amendments. This Agreement may only be amended by mutual agreement of the parties. Pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Exhibits:

Exhibit "A": Legal Description of Property

Exhibit "B": Phase B Improvements to be constructed by the City and Phase A Improvements to be constructed by Owner.

Exhibit "C": Annual Payment Schedule

Exhibit "D": Legal Description of Initially Liened Property.

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

CITY OF CAMAS

GREEN MOUNTAIN LAND LLC

By _____
Title _____

By _____
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 this instrument and acknowledged it as the _____ of GREEN MOUNTAIN LAND, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

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

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 this instrument and acknowledged it as the _____ of the CITY OF CAMAS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

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



LAND SURVEYORS
ENGINEERS

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

LEGAL DESCRIPTION FOR GREEN MOUNTAIN LAND, LLC
PERIMETER

May 27, 2014

A parcel of land in the South half of Section 17, the East half of Section 20, and the West half of Section 21, all in Township 2 North, Range 3 East of the Willamette Meridian in Clark County Washington, described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 17;

THENCE North $89^{\circ} 22' 57''$ West, along the North line of the South half of said Section 17, a distance of 3514.78 feet, more or less, to the centerline of Northeast Ingle Road;

THENCE South $01^{\circ} 53' 59''$ West, along said centerline, a distance of 477.58 feet to a point on a 335.00 foot radius curve to the left;

THENCE along said centerline, and along said 335.00 foot radius curve to the left (the long chord of which bears South $19^{\circ} 58' 22''$ East, a distance of 249.60 feet), an arc distance of 255.77 feet;

THENCE South $41^{\circ} 50' 43''$ East, along said centerline, a distance of 141.81 feet to a 675.00 foot radius curve to the right;

THENCE along said centerline, and along said 675.00 foot radius curve to the right (the long chord of which bears South $33^{\circ} 13' 03''$ East, a distance of 202.52 feet), an arc distance of 203.29 feet;

THENCE South $24^{\circ} 35' 23''$ East, along said centerline, a distance of 57.61 feet to a point on a 1200.00 foot radius curve to the left;

THENCE along said centerline, and along said 1200.00 foot radius curve to the left (the long chord of which bears South $28^{\circ} 02' 22''$ East, a distance of 144.41 feet), an arc distance of 144.50 feet;

THENCE South $31^{\circ} 29' 20''$ East, along said centerline, a distance of 190.47 feet;

THENCE South $30^{\circ} 43' 55''$ East, along said centerline, a distance of 678.85 feet;

THENCE South 29° 58' 13" East, along said centerline, a distance of 238.24 feet to a point which bears South 59° 56' 15" West from a 1/2" iron pipe marking the Northwest corner of that parcel of land conveyed to Keith and Gloria Bakker by deed recorded under Auditor's File No. G 646584, records of Clark County;

THENCE leaving said centerline, North 59° 56' 15" East, a distance of 21.66 feet to said iron pipe on the North line of said Bakker parcel;

THENCE continuing North 59° 56' 15" East, along said North line, a distance of 329.81 feet to a 3/4" iron pipe and the Northeast corner thereof;

THENCE South 33° 49' 02" East, along the East line of said Bakker parcel, a distance of 667.95 feet to a 3/4" iron pipe at the Southeast corner thereof;

THENCE South 49° 37' 59" West, along the South line of said Bakker parcel, a distance of 353.18 feet, more or less, to the centerline of Northeast Ingle Road;

THENCE South 40° 25' 24" East, along said centerline, a distance of 178.15 feet to a point which bears South 06° 18' 14" West from a 1/2" iron pipe on an Easterly line of that parcel of land conveyed to James M. Bartmess by deed recorded under Auditor's File No. 8911140220, records of Clark County;

THENCE North 06° 18' 14" East, along said Easterly line, a distance of 71.63 feet to said iron pipe and to an angle point;

THENCE North 86° 45' 59" East, along the Southerly line of said Bartmess tract, a distance of 9.94 feet to the Northwest corner of that parcel of land conveyed to Ronald and Rhonda Warman by deed recorded under Auditor's File No. 9004270087, records of Clark County;

THENCE North 86° 58' 36" East, along the North line of said Warman parcel, a distance of 790.14 feet to the Northeast corner thereof;

THENCE South 02° 04' 33" West, along the East line of said Warman parcel, a distance of 973.64 feet, more or less to the Northeasterly right-of-way line of Northeast Ingle Road as conveyed to Clark County by deed recorded under Auditor's File No. 4217481 D, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE South 40° 25' 24" East, along said right-of-way line, a distance of 353.90 feet to a point on a 2030.00 foot radius curve to the right;

THENCE along said right-of-way, and along said 2030.00 foot radius curve to the right (the long chord of which bears South 37° 00' 37" East, a distance of 241.71 feet), an arc distance of 241.85 feet;

THENCE South 33° 35' 50" East, along said right-of-way, a distance of 1043.01 feet to a point on a 830.00 foot radius curve to the right;

THENCE along said right-of-way, and along said 830.00 foot radius curve to the right (the long chord of which bears South 23° 12' 47" East, a distance of 299.21 feet), an arc distance of 300.85 feet;

THENCE South 12° 49' 45" East, along said right-of-way, a distance of 392.70 feet to a point on a 770.00 foot radius curve to the left;

THENCE along said right-of-way, and along said 770.00 foot radius curve to the left (the long chord of which bears South 29° 32' 51" East, a distance of 443.01 feet), an arc distance of 449.36 feet;

THENCE South 46° 15' 59" East, along said right-of-way, and the Southerly projection thereof, a distance of 39.01 feet, more or less, to a point on the centerline of Northeast Goodwin Road;

THENCE North 43° 58' 00" East, along said centerline, a distance of 494.48 feet to a point on a 955.00 foot radius curve to the right;

THENCE along said centerline, and along said 955.00 foot radius curve to the right (the long chord of which bears North 56° 56' 15" East, a distance of 428.71 feet), an arc distance of 432.40 feet;

THENCE North 69° 54' 30" East, along said centerline, a distance of 354.84 feet to a point on a 955.00 foot radius curve to the right;

THENCE along said centerline, and along said 955.00 foot radius curve to the right (the long chord of which bears North 80° 35' 44" East, a distance of 354.20 feet), an arc distance of 356.26 feet to a point on the South line of the Northwest quarter of said Section 21;

THENCE South $88^{\circ} 43' 02''$ East, along said South line, a distance of 987.61 feet to the Southeast corner of said Northwest quarter;

THENCE North $01^{\circ} 27' 15''$ East, along the East line of said Northwest quarter, a distance of 1314.56 feet to the North line of the South half of the Northwest quarter of said Section 21;

THENCE North $88^{\circ} 42' 01''$ West, along said North line, a distance of 1800.91 feet, more or less, to the East line of the T.J. Fletcher Donation Land Claim No. 51;

THENCE North $01^{\circ} 13' 25''$ East, along said East line, a distance of 1315.09 feet, more or less, to the North line of the Northwest quarter of said Section 21;

THENCE North $88^{\circ} 40' 59''$ West, along said North line, a distance of 830.93 feet to the Northwest corner of said Section 21;

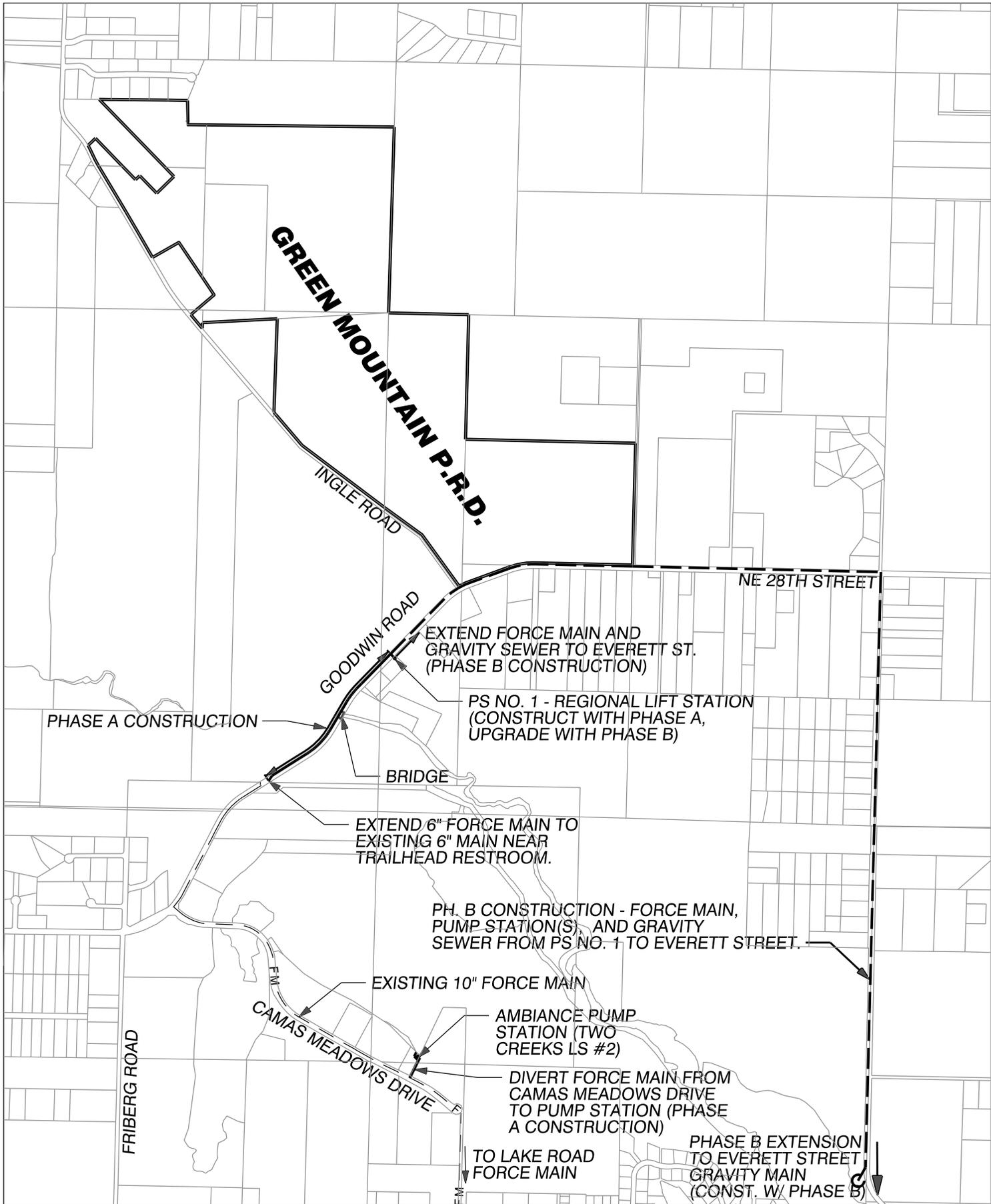
THENCE North $01^{\circ} 45' 50''$ East, along the East line of the Southeast quarter of said Section 17, a distance of 2650.46 feet to the POINT OF BEGINNING.

SUBJECT TO county roads.

EXCEPT that parcel conveyed to Green Mountain Resorts, Inc. by deed recorded under Auditor's File No. 9311050364, also known as Mountain Glen Subdivision, recorded in Book "J" of Plats, at Page 199, records of Clark County.

ALSO EXCEPT that parcel of land conveyed to R. Lon and Rachelle Combs, recorded under Auditor's File No. 4150099 D, records of Clark County.





PHASE A & B PUMP STATION IMPROVEMENT PLAN FOR:

GREEN MOUNTAIN DEVELOPMENT

SCALE: NTS

DATE: 08/28/15

ISSUED BY: CEM

OLSON LAND SURVEYORS
ENGINEERS
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
360-695-1385
 503-289-9936

Exhibit "B"

JOB NO. 8398.01.01

DWG. NO.

Exhibit "C"

City of Camas, Washington
Water and Sewer Revenue Bonds, 2015
Bond Debt Service Breakdown (FINAL)

Total Project Fund:	\$	17,000,000	100.00%
City Funded Portion:	\$	15,100,000	88.82%
Developer Funded Portion:	\$	1,900,000	11.18%

All in TIC of Debt 3.4861%
of Pmts 30

	New Money Portion of Bonds		Developer Portion	
	<u>Total Debt Service</u>	<u>Annual Debt Service</u>	<u>Semiannual PMT</u>	<u>Annual PMT</u>
12/1/2015	\$ 158,237	\$ 158,237		
6/1/2016	351,638		\$81,867	
12/1/2016	351,638	\$703,275	81,867	163,734
6/1/2017	351,638		81,867	
12/1/2017	761,638	\$1,113,275	81,867	163,734
6/1/2018	347,538		81,867	
12/1/2018	767,538	\$1,115,075	81,867	163,734
6/1/2019	343,338		81,867	
12/1/2019	768,338	\$1,111,675	81,867	163,734
6/1/2020	339,088		81,867	
12/1/2020	769,088	\$1,108,175	81,867	163,734
6/1/2021	332,638		81,867	
12/1/2021	777,638	\$1,110,275	81,867	163,734
6/1/2022	325,963		81,867	
12/1/2022	785,963	\$1,111,925	81,867	163,734
6/1/2023	316,763		81,867	
12/1/2023	796,763	\$1,113,525	81,867	163,734
6/1/2024	304,763		81,867	
12/1/2024	804,763	\$1,109,525	81,867	163,734
6/1/2025	292,263		81,867	
12/1/2025	822,263	\$1,114,525	81,867	163,734
6/1/2026	279,013		81,867	
12/1/2026	834,013	\$1,113,025	81,867	163,734
6/1/2027	265,138		81,867	
12/1/2027	1,265,138	\$1,530,275	81,867	163,734
6/1/2028	240,138		81,867	
12/1/2028	1,290,138	\$1,530,275	81,867	163,734
6/1/2029	219,138		81,867	
12/1/2029	1,314,138	\$1,533,275	81,867	163,734
6/1/2030	194,500		81,867	
12/1/2030	1,339,500	\$1,534,000	81,867	163,734
6/1/2031	165,875			
12/1/2031	1,365,875	\$1,531,750		
6/1/2032	135,875			
12/1/2032	1,395,875	\$1,531,750		
6/1/2033	104,375			
12/1/2033	1,429,375	\$1,533,750		
6/1/2034	71,250			
12/1/2034	1,461,250	\$1,532,500		
6/1/2035	36,500			
12/1/2035	1,496,500	\$1,533,000		
	\$ 25,773,087	\$ 25,773,087	\$ 2,456,009	\$ 2,456,009

EXHIBIT D
LEGAL DESCRIPTION FOR GREEN MOUNTAIN LAND, LLC
INITIALLY LIENED PROPERTY

October 28, 2015

A parcel of land in the South half of Section 17, the East half of Section 20, and the West half of Section 21, all in Township 2 North, Range 3 East of the Willamette Meridian in Clark County Washington, described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 17;

THENCE North $89^{\circ} 22' 57''$ West, along the North line of the South half of said Section 17, a distance of 3514.78 feet, more or less, to the centerline of Northeast Ingle Road;

THENCE South $01^{\circ} 53' 59''$ West, along said centerline, a distance of 477.58 feet to a point on a 335.00 foot radius curve to the left;

THENCE along said centerline, and along said 335.00 foot radius curve to the left (the long chord of which bears South $19^{\circ} 58' 22''$ East, a distance of 249.60 feet), an arc distance of 255.77 feet;

THENCE South $41^{\circ} 50' 43''$ East, along said centerline, a distance of 141.81 feet to a 675.00 foot radius curve to the right;

THENCE along said centerline, and along said 675.00 foot radius curve to the right (the long chord of which bears South $33^{\circ} 13' 03''$ East, a distance of 202.52 feet), an arc distance of 203.29 feet;

THENCE South $24^{\circ} 35' 23''$ East, along said centerline, a distance of 57.61 feet to a point on a 1200.00 foot radius curve to the left;

THENCE along said centerline, and along said 1200.00 foot radius curve to the left (the long chord of which bears South $28^{\circ} 02' 22''$ East, a distance of 144.41 feet), an arc distance of 144.50 feet;

THENCE South $31^{\circ} 29' 20''$ East, along said centerline, a distance of 190.47 feet;

THENCE South $30^{\circ} 43' 55''$ East, along said centerline, a distance of 678.85 feet;

THENCE South $29^{\circ} 58' 13''$ East, along said centerline, a distance of 238.24 feet to a point which bears South $59^{\circ} 56' 15''$ West from a 1/2" iron pipe marking the Northwest

corner of that parcel of land conveyed to Keith and Gloria Bakker by deed recorded under Auditor's File No. G 646584, records of Clark County;

THENCE leaving said centerline, North 59° 56' 15" East, a distance of 21.66 feet to said iron pipe on the North line of said Bakker parcel;

THENCE continuing North 59° 56' 15" East, along said North line, a distance of 329.81 feet to a 3/4" iron pipe and the Northeast corner thereof;

THENCE South 33° 49' 02" East, along the East line of said Bakker parcel, a distance of 667.95 feet to a 3/4" iron pipe at the Southeast corner thereof;

THENCE South 49° 37' 59" West, along the South line of said Bakker parcel, a distance of 353.18 feet, more or less, to the centerline of Northeast Ingle Road;

THENCE South 40° 25' 24" East, along said centerline, a distance of 178.15 feet to a point which bears South 06° 18' 14" West from a 1/2" iron pipe on an Easterly line of that parcel of land conveyed to James M. Bartmess by deed recorded under Auditor's File No. 8911140220, records of Clark County;

THENCE North 06° 18' 14" East, along said Easterly line, a distance of 71.63 feet to said iron pipe and to an angle point;

THENCE North 86° 45' 59" East, along the Southerly line of said Bartmess tract, a distance of 9.94 feet to the Northwest corner of that parcel of land conveyed to Ronald and Rhonda Warman by deed recorded under Auditor's File No. 9004270087, records of Clark County;

THENCE North 86° 58' 36" East, along the North line of said Warman parcel, a distance of 790.14 feet to the Northeast corner thereof;

THENCE South 02° 04' 33" West, along the East line of said Warman parcel, a distance of 973.64 feet, more or less to the Northeasterly right-of-way line of Northeast Ingle Road as conveyed to Clark County by deed recorded under Auditor's File No. 4217481 D, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE South 40° 25' 24" East, along said right-of-way line, a distance of 353.90 feet to a point on a 2030.00 foot radius curve to the right;

THENCE along said right-of-way, and along said 2030.00 foot radius curve to the right (the long chord of which bears South 37° 00' 37" East, a distance of 241.71 feet), an arc distance of 241.85 feet;

THENCE South 33° 35' 50" East, along said right-of-way, a distance of 1043.01 feet to a point on a 830.00 foot radius curve to the right;

THENCE along said right-of-way, and along said 830.00 foot radius curve to the right (the long chord of which bears South 23° 12' 47" East, a distance of 299.21 feet), an arc distance of 300.85 feet;

THENCE South 12° 49' 45" East, along said right-of-way, a distance of 392.70 feet to a point on a 770.00 foot radius curve to the left;

THENCE along said right-of-way, and along said 770.00 foot radius curve to the left (the long chord of which bears South 29° 32' 51" East, a distance of 443.01 feet), an arc distance of 449.36 feet;

THENCE South 46° 15' 59" East, along said right-of-way, and the Southerly projection thereof, a distance of 39.01 feet, more or less, to a point on the centerline of Northeast Goodwin Road;

THENCE North 43° 58' 00" East, along said centerline, a distance of 494.48 feet to a point on a 955.00 foot radius curve to the right;

THENCE along said centerline, and along said 955.00 foot radius curve to the right (the long chord of which bears North 56° 56' 15" East, a distance of 428.71 feet), an arc distance of 432.40 feet;

THENCE North 69° 54' 30" East, along said centerline, a distance of 354.84 feet to a point on a 955.00 foot radius curve to the right;

THENCE along said centerline, and along said 955.00 foot radius curve to the right (the long chord of which bears North 80° 35' 44" East, a distance of 354.20 feet), an arc distance of 356.26 feet to a point on the South line of the Northwest quarter of said Section 21;

THENCE South 88° 43' 02" East, along said South line, a distance of 987.61 feet to the Southeast corner of said Northwest quarter;

THENCE North 01° 27' 15" East, along the East line of said Northwest quarter, a distance of 1314.56 feet to the North line of the South half of the Northwest quarter of said Section 21;

THENCE North 88° 42' 01" West, along said North line, a distance of 1800.91 feet, more or less, to the East line of the T.J. Fletcher Donation Land Claim No. 51;

THENCE North 01° 13' 25" East, along said East line, a distance of 1315.09 feet, more or less, to the North line of the Northwest quarter of said Section 21;

THENCE North 88° 40' 59" West, along said North line, a distance of 830.93 feet to the Northwest corner of said Section 21;

THENCE North 01° 45' 50" East, along the East line of the Southeast quarter of said Section 17, a distance of 2650.46 feet to the POINT OF BEGINNING.

SUBJECT TO county roads.

EXCEPT that parcel conveyed to Green Mountain Resorts, Inc. by deed recorded under Auditor's File No. 9311050364, also known as Mountain Glen Subdivision, recorded in Book "J" of Plats, at Page 199, records of Clark County.

ALSO EXCEPT that parcel of land conveyed to R. Lon and Rachelle Combs, recorded under Auditor's File No. 4150099 D, records of Clark County.

ALSO EXCEPT a parcel of land in the Thomas J. Fletcher Donation Land Claim No. 51 and the Northeast quarter of Section 20 and the Northwest quarter of Section 21 all in Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at the Northwest corner of said Section 21;

THENCE South 88° 40' 59" East, along the North line of said Northwest quarter, a distance of 275.43 feet to the TRUE POINT OF BEGINNING;

THENCE South 88° 40' 59" East, continuing along said North line, a distance of 555.50 feet to the East line of the Thomas J. Fletcher Donation Land Claim No. 51;

THENCE South $01^{\circ} 13' 25''$ West, along said East line, a distance of 1315.09 feet to the North line of the South half of said Northwest quarter;

THENCE South $88^{\circ} 42' 01''$ East, along said North line, a distance of 180.00 feet;

THENCE South $01^{\circ} 17' 59''$ West, leaving said North line, a distance of 214.50 feet;

THENCE South $43^{\circ} 42' 01''$ East, a distance of 97.00 feet;

THENCE South $46^{\circ} 17' 59''$ West, a distance of 217.43 feet;

THENCE North $43^{\circ} 42' 01''$ West, a distance of 217.20 feet;

THENCE North $01^{\circ} 17' 59''$ East, a distance of 209.50 feet;

THENCE North $44^{\circ} 04' 38''$ West, a distance of 10.00 feet;

THENCE South $45^{\circ} 55' 22''$ West, a distance of 18.00 feet;

THENCE North $44^{\circ} 04' 38''$ West, a distance of 45.00 feet;

THENCE South $45^{\circ} 55' 22''$ West, a distance of 25.00 feet;

THENCE North $44^{\circ} 04' 38''$ West, a distance of 293.00 feet;

THENCE South $64^{\circ} 48' 03''$ West, a distance of 119.90 feet to a point of a 325.00 foot radius curve to the left;

THENCE along said 325.00 foot radius curve to the left (the long chord of which bears South $50^{\circ} 35' 01''$ West, a distance of 159.64 feet), an arc distance of 161.29 feet;

THENCE South $36^{\circ} 21' 59''$ West, a distance of 152.00 feet;

THENCE South $53^{\circ} 38' 01''$ East, a distance of 82.00 feet;

THENCE South $36^{\circ} 21' 59''$ West, a distance of 60.08 feet to a point on a 25.00 foot radius non-tangent curve to the left;

THENCE along said 25.00 foot radius non-tangent curve to the left (the long chord of which bears South 79° 04' 29" West, a distance of 33.91 feet), an arc distance of 37.27 feet;

THENCE South 36° 21' 59" West, a distance of 10.37 feet to a point on a 226.00 foot radius curve to the right;

THENCE along said 226.00 foot radius curve to the right (the long chord of which bears South 40° 24' 28" West, a distance of 31.86 feet), an arc distance of 31.88 feet;

THENCE South 44° 26' 57" West, a distance of 116.20 feet to a point on a 25.00 foot radius curve to the left;

THENCE along said 25.00 radius curve to the left (the long chord of which bears South 10° 50' 12" West, a distance of 27.68 feet), an arc distance of 29.33 feet;

THENCE South 52° 11' 03" West, a distance of 52.78 feet to a point on a 174.00 foot radius non-tangent curve to the left;

THENCE along said 174.00 foot radius non-tangent curve to the left (the long chord of which bears North 41° 41' 00" West, a distance of 23.47 feet), an arc distance of 23.49 feet;

THENCE North 45° 33' 03" West, a distance of 41.94 feet;

THENCE South 56° 38' 34" West, a distance of 154.02 feet;

THENCE North 33° 21' 26" West, a distance of 10.00 feet;

THENCE South 56° 38' 34" West, a distance of 384.01 feet to the Northeasterly right-of-way line of Northeast Ingle Road as conveyed to Clark County by deed recorded under Auditor's File Number 4217481 D, said point being 30.00 from, when measured perpendicular to, the centerline of said Road;

THENCE North 33° 35' 50" West, along said right-of-way line, a distance of 579.67 feet to a point on a 2030.00 foot radius curve to the left;

THENCE continuing along said right-of-way line and along said 2030.00 foot radius curve to the left (the long chord of which bears North 36° 47' 28" West, a distance of 226.21 feet), an arc distance of 226.33 feet;

THENCE North 49° 42' 41" East, leaving said right-of-way line, a distance of 162.78 feet;

THENCE North 68° 07' 19" East, a distance of 86.89 feet;

THENCE North 55° 00' 30" East, a distance of 48.70 feet;

THENCE North 33° 21' 26" West, a distance of 48.91 feet to a point on a 101.00 foot radius curve to the right;

THENCE along said 101.00 foot radius curve to the right (the long chord of which bears North 13° 07' 19" West, a distance of 69.87 feet), an arc distance of 71.34 feet;

THENCE North 72° 58' 30" West, a distance of 52.44 feet;

THENCE North 00° 12' 48" West, a distance of 326.26 feet;

THENCE North 90° 00' 00" East, a distance of 50.33 feet;

THENCE South 85° 00' 05" East, a distance of 101.07 feet;

THENCE North 45° 40' 45" East, a distance of 29.39 feet;

THENCE North 39° 35' 42" East, a distance of 40.87 feet;

THENCE North 01° 40' 28" East, a distance of 44.29 feet;

THENCE North 09° 02' 50" East, a distance of 37.25 feet;

THENCE North 24° 16' 29" East, a distance of 71.29 feet;

THENCE North 79° 13' 59" East, a distance of 132.57 feet;

THENCE South 66° 17' 50" East, a distance of 69.81 feet;

THENCE South 44° 47' 37" East, a distance of 66.68 feet to a point on a 50.00 foot radius curve to the left;

THENCE along said 50.00 foot radius curve to the left (the long chord of which bears South 89° 06' 18" East, a distance of 69.86 feet), an arc distance of 77.34 feet;

THENCE North 46° 35' 02" East, a distance of 23.09 feet;

THENCE South 80° 32' 30" East, a distance of 168.26 feet;

THENCE North 13° 12' 10" East, a distance of 39.78 feet;

THENCE North 45° 55' 22" East, a distance of 78.06 feet;

THENCE North 51° 55' 18" West, a distance of 150.00 feet;

THENCE North 52° 19' 54" East, a distance of 8.00 feet;

THENCE North 34° 11' 25" West, a distance of 79.00 feet;

THENCE North 41° 56' 27" East, a distance of 30.00 feet;

THENCE North 77° 48' 25" East, a distance of 76.75 feet to a point on a 96.00 foot radius non-tangent curve to the right;

THENCE along said 96.00 foot radius non-tangent curve to the right (the long chord of which bears North 03° 17' 42" East, a distance of 7.90 feet), an arc distance of 7.91 feet;

THENCE North 05° 39' 16" East, a distance of 87.83 feet to a point on a 96.00 foot radius curve to the right;

THENCE along said 96.00 foot radius curve to the right (the long chord of which bears North 13° 07' 05" East, a distance of 24.94 feet), an arc distance of 25.01 feet to a point on a 25.00 foot radius curve to the left;

THENCE along said 25.00 radius curve to the left (the long chord of which bears North 09° 18' 55" West, a distance of 24.92 feet), an arc distance of 26.09 feet;

THENCE North 50° 47' 16" East, a distance of 53.77 feet to a point on a 25.00 foot radius non-tangent curve to the left;

THENCE along said 25.00 foot radius curve to the left (the long chord of which bears South 85° 06' 28" East, a distance of 20.53 feet), an arc distance of 21.15 feet to a point on a 96.00 foot radius curve to the right;

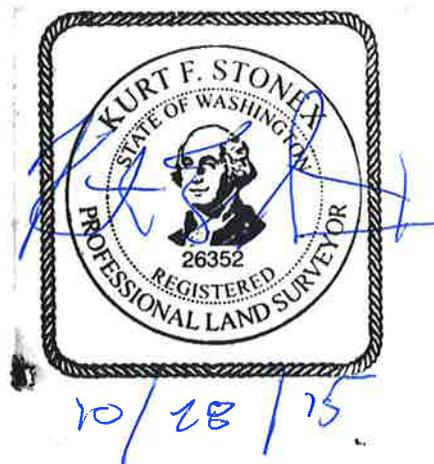
THENCE along said 96.00 foot radius curve to the right (the long chord of which bears North 82° 13' 22" East, a distance of 38.50 feet), an arc distance of 38.76 feet;

THENCE South 86° 12' 37" East, a distance of 87.89 feet to a point on a 226.00 foot radius curve to the right;

THENCE along said 226.00 foot radius curve to the right (the long chord of which bears South 75° 24' 40" East, a distance of 84.69 feet), an arc distance of 85.20 feet;

THENCE North 42° 28' 55" East, a distance of 115.92 feet;

THENCE North 01° 19' 01" East, a distance of 33.69 feet to the TRUE POINT OF BEGINNING.



RESOLUTION NO. 15-015

A RESOLUTION adopting changes to the Non-Represented Employee Handbook relating to leave benefits.

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

I

The Non-Represented Employee Handbook is amended to incorporate the changes set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

II

This Resolution shall be effective immediately.

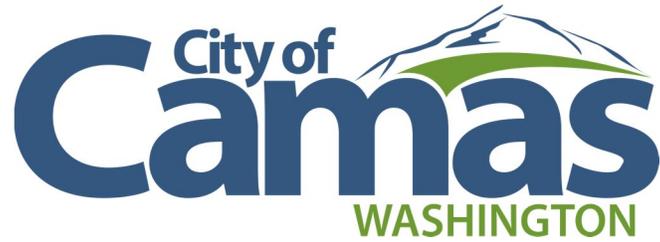
PASSED BY the Council and approved by the Mayor this 2nd day of November, 2015.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



PAID TIME OFF (PTO) POLICY – NON-REPRESENTED EMPLOYEES

Employees hired on or after January 1, 2016 and existing employees who elect the plan.

Paid Time Off (PTO) provides employees with flexible paid time off from work that can be used for vacation, personal or family illness, doctor appointments, school, volunteering, and other activities of the employee's choice.

Employees accrue PTO according to the schedule below.

Length of Service	Monthly Accrual (hours)	Hours per Year	Days per Year (based on an 8 hour day)	Maximum Accumulation and Payout (hours)
Start – Year 4	12	144	18	500
Year 5-9	14	168	21	500
Year 10-14	17	204	25.5	508
Year 15-19	19	228	28.5	556
Year 20+	22	264	33	628

PTO Accrual: Employees shall accrue PTO while in paid status. No accrual shall occur during unpaid leave or during hours worked beyond the employee's regular full time schedule. Part-time employees shall accrue PTO on a pro-rated basis. Non-exempt employees will receive a pro-rated accrual if they are in a paid status less than 80% of their regular schedule.

Eligible employees begin accruing PTO from the first day of employment. Generally, non-exempt employees are not entitled to use PTO until completion of six months of service. Exceptions may be granted by the Department Head.

Leave cannot be used until accrued, and must be available in the employee's account before available for use; hours accrued in a pay period cannot be used in the same pay period.

Sick leave incentives previously available to non-represented employees are not applicable to those employees on PTO.

Maximum Accumulation: Employees may accumulate accrued PTO up to a maximum of 500 hours or two-times their annual accrual rate plus 100 hours, whichever is greater. Accruals cease upon reaching the maximum accumulation.

The following rules govern the use and/or compensation for accrued PTO:

- All requests for PTO shall be approved through procedures established by the employee's supervisor.
- If a City recognized holiday falls on a PTO day, the holiday shall not be counted against the employee's PTO bank if the employee would otherwise be eligible for the holiday.
- PTO shall, when used, be charged in minimum units of one-quarter (.25) hour, rounding to the nearest quarter hour.
- PTO shall be compensated at the employee's regular base rate of pay, excluding out-of-classification pay and other premium and incentive pay.

Termination Pay Off: Upon termination of City employment the employee shall be paid for all accrued and unused PTO at his or her final base hourly rate of pay, up to the Maximum Payout shown in the chart above.

Transfer from one City department to another is not regarded as a termination of employment and the employee is not entitled to pay for the accrued leave as a result of the transfer.

Employees are not eligible to receive payoff unless they have completed their probationary period.

Annual Election: Employees hired on or before December 31, 2015 will have the option to change from the traditional vacation and sick leave accruals to the PTO accrual plan each year during open enrollment to take effect the following January. Employees are not eligible to move back to the prior traditional vacation and sick leave accrual system once the election has been made. You will enter the PTO accrual scale at your current length of service level.

Sick Leave Reserve: Employees hired on or before December 31, 2015 and who transfer to the PTO plan will have their sick leave balance placed in a sick leave reserve account. This account will no longer accrue leave.

Employees may access their sick leave reserve for their own illness or injury, or that of the employee's spouse, domestic partner or minor child, or any person living in the immediate household who requires treatment or supervision. The reserve may also be used for parents, including step-parents, parents-in-law, and grandparents. Special circumstances may be granted by the Department Head with consult from the Administrative Services Director or City Administrator.

This reserve may be accessed after the first twenty-four (24) consecutive work hours for each absence. PTO shall be utilized for the first twenty-four (24) hour work period, and if the absence continues beyond 24 consecutive work hours the employee may access their sick leave reserve.

Employees whose leave of absence is approved as Family Medical Leave or for medical care under the Domestic Violence Policy may access their sick leave reserve bank immediately. In order to accurately be considered and recorded as protected leave, employees must identify the reason for and anticipated duration of their absence when calling in under their department's call-in policy or

schedule in advance. Employees accessing their reserve under this category must also contact the Administrative Services Department to ensure proper tracking and ensure all necessary forms are received to qualify for use of sick leave reserve.

Sick leave reserve balances are eligible for payoff upon retirement meeting LEOFF or PERS retirement requirements at a rate of 25% of accrued sick leave to be paid at the employee's final base rate of pay.

October 2015