

CITY COUNCIL MEETING AGENDA

Monday, August 19, 2013, at 7 p.m. Camas City Hall, 616 NE 4th Avenue

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS
- V. CONSENT AGENDA
 - A. Approve the minutes of the August 5, 2013, Camas City Council Meeting and the work session minutes of August 5, 2013
 - B. Approve claim checks as approved by the Finance Committee
 - C. Authorize the write-off of the July 2013 Emergency Medical Services (EMS) billings in the amount of \$32,558.25. 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. Authorize the write-off of four utility accounts in the amount of \$760.69 due to bankruptcy discharge. (submitted by Pam O'Brien)
 - E. Authorize the Mayor to sign the Recreation and Conservation Office (RCO) Project Agreement to receive the grant funds for the Heritage Park Phase Two Project. The project consists of widening the existing boat launch, adding a new loading dock, and expanding parking to include 22 car and 24 cars with trailers parking stalls. The project is recognized in the approved 2013 Budget in the amount of \$560,000. The grant amount is for 75% (\$419,000) and the remaining 25% (\$141,000) is from the Growth Management Account. The topic was introduced at the July 15th Workshop and the City Attorney has reviewed the agreement. (submitted by Jerry Acheson)
 - F. Authorize setting a public hearing date of Tuesday, September 3, 2013, to consider the Development Agreement for a proposed revised Lacamas North Shore Development Agreement. (submitted by Phil Bourquin)
 - G. Authorize setting a public hearing date of Tuesday, September 3, 2013, to consider the cumulative impacts of the 2013 Comprehensive Plan Amendments. (submitted by Sarah Fox)

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. 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 REGULAR MEETING MINUTES - Draft Monday, August 05, 2013 at 7:00 p.m. Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan,

Melissa Smith, and Shannon Turk

Staff: Phil Bourguin, Kristin Berguist, Jennifer Gorsuch, Roger Knapp, Cathy Huber

Nickerson, Mitch Lackey, Eric Levison and Nina Regor

Press: Heather Acheson, Camas Washougal Post Record

IV. PUBLIC COMMENTS

There were no comments from the public.

V. CONSENT AGENDA

A. Approve the minutes of the July 15, 2013, Camas City Council Meeting and the workshop minutes of July 15, 2013

City Council Meeting Minutes of July 15, 2013

City Council Workshop Minutes of July 15, 2013

- **B.** Approve claim checks numbered 117872 118058 in the amount of \$1,238,285.07.
- C. Authorize the Mayor to sign the Community Development Block Grant (CDBG) Contract Modification No. 2 for Project P-874A Louis Bloch Park Restroom Improvements. Clark County asked the City of Camas to approve and execute Modification No. 2 for the existing CDBG Grant Agreement. Modification No. 2 extends the CDBG Grant Agreement through October 31, 2013. This project is budgeted and fully funded by a CDBG Grant. (submitted by James Hodges, Project Manager)

D. Authorize the Mayor to sign a Professional Services Contract with Gray & Osborne, Inc., for Project WS-714 24" Sanitary Sewer Transmission Main. This item was previously discussed at the July 15, 2013, Council Workshop. Staff requires a limited amount of engineering services from Gray & Osborne for design and modeling of the proposed 24" STEP Sewer Main. Services include flow modeling; odor and corrosion control; connection to the existing Wastewater Treatment Plant (WWTP) Headworks facility; an Operations and Maintenance (O&M) Manual update and a third party design review of the plans. Gray & Osborne proposes to perform this work for an amount not to exceed \$29,267.00. This project is budgeted and funded by a \$3,740,000 Public Works Trust Fund Loan. (submitted by James Hodges, Project Manager)

Professional Service Contract with Gray & Osborne

E. Authorize the Mayor to sign the Public Works Trust Fund (PWTF) Pre-Construction Loan Amendment A for Loan #PR13-951-108 for Project S-566 Friberg/Goodwin Street Improvements. The PWTF Loan was previously approved at the June 3, 2013, Council Meeting. The Loan Agreement was executed by Mayor Higgins, and sent to the Department of Commerce for processing. On June 28, 2013, Staff received a request from the Department of Commerce asking the City to process Amendment A for the subject loan. It was further stated that the original loan termination date as shown on the agreement was incorrect and needed to be changed. Amendment A makes this correction, in conformance with the request made by the Department of Commerce. (submitted by James Hodges, Project Manager)

Public Works Trust Fund Loan Amendment A

F. Ratify the Purchase and Sale Agreement for acquisition of a parcel from the Friends of the Community Center. On April 1, 2013, Council authorized the Mayor to sign a CDBG Grant Agreement that will provide \$30,000 towards the purchase of a parcel of property located at 717 SE Polk Street, west of the Camas Community Center. City Attorney Roger Knapp has prepared the Purchase and Sale Agreement described herein. Under direction by Roger Knapp, the property seller, Nan Henriksen, (President of the Friends of the Community Center) and Mayor Scott Higgins have signed the purchase and sale agreement. However, the agreement remains "non-binding" until ratification by the Camas City Council, page 5, paragraph 22. Staff submits the attached purchase and sale agreement for consideration and ratification by the City Council. Upon ratification, staff will proceed with completion of the property acquisition as described herein. (submitted by James Hodges, Project Manager)

Purchase and Sale Agreement 🤝

G. Authorize Change Order No. 2 for Project S-545 NW 38th Avenue/SE 20th Street Extension Street Improvements, Phase 1 to Tapani, Inc., in the amount of \$23,113.77, including tax. This change order provides for a credit to the City for a storm pipe change; a waiver of Washington State Department of Transportation

(WSDOT) compaction requirements for gravel backfill based on the City's Geotechnical Engineer's recommendation; and approval of payment for water and sewer services taps requested by City staff. This change order amount is covered by the 2013 Water and Sewer Budget (submitted by Anita Ashton, Project Engineer)

Change Order No. 2 for Project S-545

H. Authorize Pay Estimate No. 6 for Project WS-713 Wastewater Treatment Facility (WWTF) Improvements, Phase 2B to Contractors Northwest, Inc., in the amount of \$522,090.60. The pay estimate is for work completed through July 15, 2013. The project is budgeted and fully funded. (submitted by James Hodges, Project Manager)

Pay Estimate No. 6 for Project WS-713

I. Authorize Pay Estimate No. 3 for Project WS-720A 2013 STEP/STEF Pumping to AAA Septic Service in the amount of \$5,407.72. The pay estimate is for work completed through June 30, 2013. The project is budgeted and fully funded. (submitted by James Hodges, Project Manager)

Pay Estimate No. 3 for Project WS-720A

J. Authorize Pay Estimate No. 1 for Project P-862 Lacamas Lake Lodge Building Improvements to JWC LLC General Contractor in the amount of \$131,079.30 for the work period ending on July 26, 2013. This project is funded by a state loan. (submitted by James Hodges, Project Manager)

Pay Estimate No. 1 for Project P-862

K. Authorize the first and final Pay Estimate No. 1 for Project S-576A 2013 Asphalt Repairs to Michael Green Construction, Inc., in the amount of \$21,873.15. The City is withholding 5% retainage. Accept project as complete. (submitted by Eric Levison, Public Works Director)

Pay Estimate No. 1 for Project S-576A 🤝

L. Authorize Pay Estimate No. 1 (final) for Project S-576B 2013 Slurry Seal to Blackline, Inc., in the amount of \$134,368.86. The City is withholding 5% retainage on this project. Accept project as complete. (submitted by Eric Levison, Public Works Director)

Pay Estimate No. 1 for Project S-576B 🦠

It was moved by Melissa Smith, seconded by Linda Dietzman to approve the Consent Agenda. The motion carried unanimously.

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

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

There were no comments from Council.

VII. MAYOR

A. Announcements

Mayor did not have any announcements.

A Boy Scout from Troop 565 was in attendance.

VIII. COMMUNITY DEVELOPMENT

A. Hearing to Consider an Appeal filed by Roy and Lisa Archilla of a Civil Regulatory Order

Details: Appeal of a Civil Regulatory Order regarding the alterations to City owned open space/critical area through the construction of a water feature and other improvements. The appeal requests rescission of the order due to extraordinary circumstances and the purported diminishment of property value in complying with the Civil Regulatory Order. Alternately, the appellant proposes purchasing the affected 275 square foot of area impacted by the construction of the water feature/patio from the City, and the City allowing the 570 square feet of lawn and landscaping to remain as is. Staff recommends that the \$500 fine assessed under the Civil Regulatory Order be suspended, provided that the appellant construct a fence along the rear property line of Lot 61 of the Lakeridge Subdivision and subject to removal of those improvements constructed by the appellant, namely the water feature and patio, no later than September 15, 2013.

Department/Presenter: Phil Bourguin, Community Development Director

Civil Regulatory Order

Appeal of Civil Regulatory Order

Maps and Photos

Background Correspondence 🤝

Bourquin gave further background of the order.

Mayor asked if any Council members had a conflict of interest or any ex-parte contacts that would prohibit them from participating in the public hearing process.

There were no relevant conflicts of interest or ex-parte contacts voiced by the Council members.

Mayor opened the Civil Regulatory Hearing at 7:08 p.m.

The appellants, Lisa and Roy Archilla, 807 NW 35th Circle, Camas, WA, testified concerning their property and asked Council to look for a resolution. Roy Archilla read a letter written by the Archilla's neighbor, Dr. Dover.

The meeting recessed at 7:26 p.m. for a closed session for an estimated fifteen minutes to deliberate the appellant's requests. Mayor added an additional ten minutes to the deliberation time.

After deliberation with the City Attorney, the City Administrator and the Community Development Director, the Council meeting was reconvened at 7:50 p.m. The Mayor stated that it was Council's determination to direct staff to work with the appellant to amend the plat, in compliance with City processes, to accommodate the water feature and hardscape. The cost and fees to amend the plat, including the purchase of City property, and returning the landscaped area (non-hardscape) back to its natural state is the responsibility of the appellant. The record will be left open until the plat has been amended and the landscaped area has been returned to its natural state, the hearing and the record will be closed upon Council's discretion.

It was moved by Greg Anderson, seconded by Linda Dietzman to approve the Mayor's statement as Council's direction regarding the determination of the Council in the Archilla's Civil Regulatory Order. The motion carried unanimously.

B. Bonneville Power Administration (BPA) - License Permission to Enter Property

Details: BPA requested the City of Camas to approve a license that grants BPA permission to enter City of Camas property to assess topographical features, structures, plants and animals, and any other cultural or natural resources that could be impacted by the proposed project.

Department/Presenter: Phil Bourguin, Community Development Director

License Permission to Enter Property

Background Documents from Bonnevile Power Administration

It was moved by Shannon Turk, seconded by Greg Anderson to authorize the signing of the License which grants BPA permission to enter certain properties owned by the City of Camas with the conditions discussed and outlined by Community Development Director Phil Bourquin and Public Works Director Eric Levison during the discussion of August 5, 2013. The motion carried with Steve Hogan voting no.

The meeting adjourned at 8:05 p.m. Council went into a closed session to discuss labor negotiations. No action will be taken.

X. CLOSED SESSION

A. Labor Negotiations

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.

Quick Preview of Agenda and Supporting Documents - Posted on July 31, 2013

Council Agenda with Supporting Documents

Mayor	City Clerk



CITY COUNCIL WORKSHOP MEETING MINUTES - Draft Monday, August 05, 2013 at 4:30 p.m. Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan,

Melissa Smith, and Shannon Turk

Staff: Jerry Acheson, Phil Bourquin, Kristin Berquist, Sherry Coulter, Jennifer

Gorsuch, Mitch Lackey, Cathy Huber Nickerson, Nina Regor, and Nick

Swinhart

Press: Heather Acheson, Camas-Washougal Post Record

III. PUBLIC COMMENTS

There were no comments from the public.

IV. COMMUNITY DEVELOPMENT DEPARTMENT

A. P-874A Louis Bloch Park Restroom Improvements - Community Development Block Grant (CDBG) Agreement Modification No. 2

Details: Clark County has asked the City of Camas to approve and execute Modification No. 2 for our existing CDBG Grant Agreement. Modification No. 2 will extend the CDBG Grant Agreement through October 31, 2013. The time extension is required because the City is holding retainage for the completed Louis Bloch Park Restroom Improvements due to a delay in receipt of certain project documentation from one of the subcontractors. The extension of this contract allows the City to collect \$6,884.30 in remaining grant funds when payment is issued to the contractor. This project is budgeted and fully funded by a CDBG grant.

Department/Presenter: Phil Bourquin, Community Development Director

Community Development Block Grant Agreement Modification No. 2

The CDBG Grant Agreement Modification No. 2 is on the August 5, 2013, Consent Agenda for Council's consideration.

B. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Phil Bourquin, Community Development Director

Bourquin stated that Georgia Pacific will be lowering the water level at Lacamas Lake for the yearly Lacamas Lake Annual Clean Up that is set for September 29th, from 9 a.m. until 12:30 p.m. Participants should meet at the Heritage Trail Boat Launch parking lot. For more information, call 360-817-5633.

Mayor also commented that this allows for the installation of the new boat launch for the Lacamas Lake Lodge.

Bourquin let Council know that if they saw anything in the community that was a concern to them that staff would like to know about it.

V. FINANCE DEPARTMENT

A. 2014 Budget Outlook (Presentation was added on August 5, 2013.)

Details: This presentation was designed to set the stage for the 2014 Budget preparation. The presentation included a trend analysis of the City's General Fund, the Street Fund and the Emergency Medical Services (EMS) Fund. It also included a preliminary revenue projection with a discussion of options, as well as an introduction to capital revenues as an introduction to a future meeting on the 2014 Capital Budget.

Department/Presenter: Cathy Huber Nickerson, Finance Director

2014 Budget Outlook 🐃

Huber Nickerson said the adoption of the 2014 Budget should take place in early December.

Council requested multiple scenarios for comparisons and a comprehensive fee schedule.

Regor said the purpose of the presentation was to provide exposure on the issues, and to receive Council's initial feedback. They will be seeing these topics at future Council meetings. Staff will also be working with the Finance Committee on some of these topics as the budget moves forward.

B. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson invited Council to the exit meeting with the State Auditor's Office on Camas' 2012 audit, scheduled for Friday, August 16th at 2 p.m. and requested that questions be directed to her prior to the audit.

VI. CITY ADMINISTRATION

A. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Nina Regor, City Administrator

Regor stated that the City has advertised for statements of qualifications from consultants to assist with the update of the Parks and Recreation Department's Parks and Open Space Comprehensive Plan. Regor gave reasons for the update and stated that the submitted materials are scheduled to be reviewed this week with the contract scheduled for Council's consideration at the August 19th or September 3rd Regular Council Meeting. The project is budgeted through the Parks and Open Space Impact Fee Account.

The next Fire Consolidation Ad Hoc Group Meeting will be held in the Council Chambers on Wednesday, August 7th, at 5:30 p.m. The topics of discussion will be a financial analysis and a discussion of policy issues identified during the May 1st brainstorming session.

Mayor stated he would not be able to attend the ad hoc meeting.

VII. COUNCIL COMMENTS AND REPORTS

Hazen said Camas Days was a great event and that it included great volunteers.

Dietzman commented on the Camas Days Parade ride in the fire truck and that she attended First Friday and the groundbreaking for Lacamas Lake Lodge. Dietzman also informed Council that a Lodging Tax Advisory Committee Meeting is being held on Wednesday, August 7th for the purpose of reviewing grant requests.

Chaney agreed with the remarks about Camas Days, and added that City staff does excellent work in keeping the downtown area clean; he said downtown is a remarkably nice area and he is excited about what is happening in the area.

Smith agreed with the comments about Camas Days and also said the Camas Days vendors were impressed at how well-kept Camas keeps the downtown area.

Hogan reported that Camas Days and the half marathon were good events. He said the organizers of the marathon learned as they went through the process for the first time. Hogan also commented on a public radio newscast he heard about Bonneville Power Association (BPA) placing underground power lines in Celilo Falls area and compared it to Camas.

Mayor suggested population and expenditure comparisons be made and presented to BPA.

Anderson agreed with the positive comments about the parade and appreciated the fact that the community joined in with Council to push the fire truck.

Turk reported that she participated in the half marathon, and was also impressed with staff's participation in making the events successful.

Smith echoed the comments about Camas Days and reported she will be attending a Regional Transportation Council (RTC) meeting on Tuesday, August 6th.

Mayor gave an update on a Camas Washougal Economic Development Association (CWEDA) project stating CWEDA hired a film company to assemble an economic development promotional video for the area with a specific piece focusing on Camas. Mayor plans to debut the Camas portion of the video during the September 24, 2013, State of the Community Event.

Mayor reported that the August 13th Concerts for a Cause is being held to benefit events that the Camas Parks and Recreation Department staff organizes. The entrance fees and table profits that night will go towards the coming year's Parks and Recreation events. Contacts for more information are Mayor Higgins and Krista Bashaw, Recreation Coordinator.

VIII. PUBLIC COMMENTS

James Howsley, Jordan Ramis PC, 1499 SE Tech Center Place, gave Council a brief update on their firm's activities towards accomplishing their goals regarding the amendments to the City of Camas Comprehensive Plan.

IX. ADJOURNMENT

The meeting adjourned at 5:30 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.

Quick Preview of Agenda and Supporting Documents - Posted on July 31, 2013

Workshop	Agenda	and	Supporting	Documents	
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Mayor	City Clerk
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MEETING DATE/TIME: August 19,2013

COUNCIL MEETING Consent Agenda Regular meeting Agenda	(Yes X No) (Yes No)
WORKSHOP MEETING	(Yes No)
DEPARTMENT: Finance	
AGENDA ITEM TITLE: Authorize the write (EMS) billings.	-off of the July 2013 Emergency Medical Services
Medical Services (EMS) billings in the amo	uthorize the write-off of the July 2013 Emergency bunt of \$32,558.25. This is the monthly uncollectable nts that are not collectable after receiving payments insurance.
RECOMMENDED ACTION: Approve write-	-offs.
DEPARTMENT STAFF/PRESENTERS: Cathy	Huber Nickerson
SUPPORTING DOCUMENTS (name):	
SUBMITTED BY: Pam O'Brien	

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.



MEETING DATE/TIME: August 19, 2013

COUNCIL MEETING Consent Agenda Regular meeting Ag		(Yes X No) (Yes No)
WORKSHOP MEETING		(Yes No)
DEPARTMENT: Finance		
AGENDA ITEM TITLE: Write-of	ff utility accou	nts due to bankruptcy.
AGENDA ITEM DETAILS/DESCR due to bankruptcy discharge.	RIPTION: Write	e-off four utility accounts in the amount of \$760.69
RECOMMENDED ACTION: App	orove write-off	fs.
DEPARTMENT STAFF/PRESENT	TERS: Cathy Hu	uber Nickerson
SUPPORTING DOCUMENTS (na	ame):	
SUBMITTED BY: Pam O'Brien		

NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.



MEETING DATE/TIME: September 19 7:00pm

COUNCIL MEETING	
Consent Agenda	(Yes_X_ No)
Regular meeting Agenda	(Yes No)
WORKSHOP MEETING	(Yes No)
DEPARTMENT: Parks and Recreation	
AGENDA ITEM TITLE: Recreation and Cons	ervation Office (RCO) Project Agreement
to receive grants funds for the Heritage Par the existing boat launch, adding a new load and 24 cars with trailers parking stalls. The the amount of 560,000. The grant amount i	Account. The topic was introduced at the July 15
RECOMMENDED ACTION: Authorize Mayor	r to Sign
DEPARTMENT STAFF/PRESENTERS:	
SUPPORTING DOCUMENTS (name): Agreem	nent.pdf
SUBMITTED BY:Jerry Acheson NOTE:	

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.



BFP Project Agreement

Recreation Resource Account

Project Sponsor:

City of Camas

Project Number: 12-1683D

Project Title:

Lacamas Lake Boat Launch Phase 2

Approval Date: 7/1/2013

A PARTIES OF THE AGREEMENT

This project grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Camas (sponsor), PO Box 1055, Camas, WA 98607 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Recreation Resource Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above.

C. DESCRIPTION OF PROJECT

The City of Camas will use this grant to improve the boat launch on Lacamas Lake at Heritage Park. The boat launch ramp will be widened, a loading dock will be added, and the parking area will be expanded. The primary outdoor recreation opportunity provided is motorizing boating.

D. PERIOD OF PERFORMANCE

The project reimbursement period shall begin on July 1, 2013 and end on February 28, 2015. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement or specifically provided for by RCFB and/or SRFB policy or WAC.

Requests for time extensions are to be made at least 60 days before the Agreement end date. If the request is made after the Agreement end date, the time extension may be denied.

The sponsor has obligations beyond this period of performance as described in Section E.

E. ON-GOING OBLIGATION

For development/renovation projects the project sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see section 23) that all areas developed with funding assistance remain in the public domain in perpetuity.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$418,068.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the sponsor toward work on this project at a minimum shall be as indicated below:

	. Percentage	Dollar Amount
RCFB - Boating Facilities - Local	74.78%	\$418,068.00
Project Sponsor	25.22%	\$141,000.00
Total Project Cost	100.00%	\$559,068.00

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, as now existing or hereafter amended, including the sponsor's application, eligible scope activities, project milestones, and the Standard Terms and Conditions of the project Agreement, all of which are incorporated herein.

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such amendment/deletions must be signed by both parties except the RCO director may unilaterally make amendments to extend the period of performance. Period of performance extensions need only be signed by RCO's director or designee.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 79A.25 RCW, Chapter 286 WAC, and published agency policies, which are incorporated herein by this reference as if fully set forth.

SPECIAL CONDITIONS

This project is subject to the National Historic Preservation Act, Section 106, and therefore appears to be exempt from Governor's Executive Order 05-05 Archaeological and Cultural Resources (EO 05-05) as described in Section 9 of this project agreement. In order for this project to be exempt from EO 05-05, the Section 106 Area of Potential Effect (APE) must include all ground-disturbing activities subject to this project agreement, including any staging area. The sponsor is encouraged to work with the federal permitting agency to align the Section 106 APE with the scope of work subject to this project agreement. If the APE does not include all ground-disturbing activities subject to this project agreement, promptly notify the RCO grant manager, as this will require RCO to initiate cultural resources consultation following EO 05-05 for those activities not included in the federal APE. The Sponsor must submit to RCO evidence of this consultation and a Notice to Proceed from RCO will be required before these ground-disturbing activities can begin. Construction started without a Notice to Proceed will be considered a breach of contract.

FEDERAL FUND INFORMATION

(none)

K. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications and notices under this Agreement will be addressed and sent to at least the mail address or the email address listed below if not both:

P	roi	ect	Co	nt	act

Name: Jerry Acheson

Title:

Parks and Recreation Manager

Address:

PO Box 1055 Camas, WA 98607

Email:

jacheson@ci.camas.wa.us

Recreation and Conservation Office

Natural Resources Building

PO Box 40917

Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

M. EFFECTIVE DATE

This Agreement, for project 12-1683D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until executed by both the Sponsor and the RCO. Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D above are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor/s has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

of Can	nas	
Ву:		Date:
Name	e: (printed)	
Title:		
e of Wa	ashington	
oehalf (of the Recreation and Conservation Funding Board (RCF	В)
Ву:		Date:
	Kaleen Cottingham	
	Director	
	Pre-approved as to form:	
By:	Pre-approved as to form: /s/	Date:June 7, 2013

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor:

City of Camas

Project Number: 12-1683D

Project Title:

Lacamas Lake Boat Launch Phase 2

Approval Date: 7/1/2013

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below: acquisition -The purchase of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement - The accord accepted by all parties to the present transaction; this Agreement, any supplemental Agreements, any amendments to this Agreement and any intergovernmental Agreements.

applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding Board.

application - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

asset - Equipment purchased by the sponsor or acquired or transferred to the sponsor for the purpose of this Agreement. This definition is restricted to non-fixed assets, including but not limited to vehicles, computers or machinery.

cognizant or oversight agency - Federal agency responsible for ensuring compliance with federal audit requirements, contractor - Shall mean one not in the employment of the sponsor who is performing all or part of the eligible activities for this project under a separate Agreement with the sponsor. The term "contractor" and "contractors" means contractor(s) in any tier. development - The construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation, salmon recovery or habitat conservation resources.

director - The chief executive officer of the Recreation and Conservation Office or that person's designee.

elements, items and worktypes - Components of the funded project as provided in the project description.

funding board - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.

grantee - The organizational entity or individual to which a grant (or cooperative agreement) is awarded and signatory to the Agreement which is responsible and accountable both for the use of the funds provided and for the performance of the grant-supported project or activities.

landowner agreement - A landowner agreement is required between a SRFB and/or RTP project sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

lower tier participant - refers to any sponsor receiving a federal grant through RCO. Lower tier participants also refer to any grantee, subgrantee, or contractor of any grantee or subgrantee from the original sponsor funded by RCO.

milestone - An important event with a defined deadline for an activity related to implementation of a funded project.

period of performance - The time period specified in the Agreement, under Section D, period of performance.

project - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

RCO - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW. reimbursement - Payment of eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation - The activities intended to improve an existing site or structure in order to increase its service life or functions. This does not include maintenance activities.

restoration -Bringing a site back to its original function as part of a natural ecosystem or improving the ecological functionality of a site.

RTP - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors.

subgrantee - The government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor, and secondary sponsor where applicable, shall undertake the project as described in this Agreement, post evaluation summary, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 31.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the Recreation and Conservation Office.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this Agreement by the State, its agents, officers, employees, subcontractors or vendors, of any tier, or any other persons for whom the State may be legally liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its agents, officers, employees, subcontractors and or vendors, of any tier, or any other persons for whom the State may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any subcontractor and vendor, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal,

state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided above, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION 8. ACKNOWLEDGMENT AND SIGNS

- A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs. The sponsor also shall post signs or other appropriate media during the project period and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.
- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 - 1. The percentage of the total costs of the project that is financed with federal money;
 - 2. The dollar amount of federal funds for the project; and
 - 3. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 9. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

Endangered Species

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 CFR 223.203 (b)(8), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Nondiscrimination Laws

The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.

Wages and Job Safety

The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the Davis-Bacon Act, and other federal laws, and the rules and regulations of the Washington State Department of Labor and Industries.

Archaeological and Cultural Resources

The RCO reviews all applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must comply with Executive Order 05-05 or the National Historic Preservation Act before initiating ground disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of

Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50

Restrictions on Grant Use

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

SECTION 10. HAZARDOUS SUBSTANCES

- A. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in Chapter 70.105D.020 (10) RCW, and certify:
 - 1. No hazardous substances were found on the site, or
 - 2. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- B. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.
- C. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

SECTION 11. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 17(C) below. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to records and data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to chapter 42.56 RCW and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in chapter 42.56 RCW. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 12. TREATMENT OF ASSETS

- A. Assets shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the asset(s) for the purpose for which it was funded, RCO will require the sponsor to deliver the asset(s) to RCO, dispose of the asset according to RCO policies, or return the fair market value of the asset(s) to RCO. Assets shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. The sponsor shall be responsible for any loss or damage to assets which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that asset in accordance with sound management practices.

SECTION 13. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 14. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 15. DEBARMENT CERTIFICATION

A. For Federally Funded Projects

By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the Office of Inspector General Suspension and Debarment List at http://www.gsaig.gov/index.cfm?LinkServID=C4C89080-D2BE-D29A-96355D44A13E4356.

The sponsor (prospective lower tier participant) shall provide immediate written notice to RCO if at any time the prospective lower tier participant learns that the above certification was not correct when submitted or has become erroneous by reason of changed circumstances.

B. For State Funded Projects

By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list at http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/

SECTION 16. PROJECT FUNDING

- A. Additional Amounts, The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- B. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. After the period of performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 17. PROJECT REIMBURSEMENTS

- A. This contract is administered on a reimbursement basis. The sponsors may only request reimbursement after eligible and allowable costs have already been paid by the sponsor and remitted to their vendors. RCO will then reimburse the sponsor for those costs based upon RCO's percentage as defined in Section F of the Project Agreement of the amount billed to RCO. RCO does not reimburse for donations which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- C. Compliance and Retainage. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
 - 1. All approved or required activities outlined in the Agreement are done;
 - 2. On-site signs are in place (if applicable);
 - 3. A final project report is submitted to and accepted by RCO;
 - 4. Any other required documents are complete and submitted to RCO;
 - 5. A final reimbursement request is submitted to RCO;
 - 6. The completed project has been accepted by RCO;
 - 7. Final amendments have been processed; and
 - 8. Fiscal transactions are complete.

- 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- D. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.

SECTION 18. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to grants approved by the SRFB and must comply with SRFB policy. See WAC 420-12-060 (5).

SECTION 19. RECOVERY OF PAYMENTS

In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 20. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 21. PROVISIONS APPLYING TO DEVELOPMENT, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for development, renovation and restoration of land or facilities for outdoor recreation, habitat conservation, or salmon recovery:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all development, renovation, restoration or construction plans and specifications to RCO for review prior to implementation. Review and approval by RCO will be for compliance with the terms of this Agreement.
- Contracts for Development, Renovation, or Restoration. Sponsors must have a procurement process that follows applicable state and/or required federal procurement principles. If no such process exists the sponsor must follow these minimum procedures: (1) publish a notice to the public requesting bids/proposals for the project (2) specify in the notice the date for submittal of bids/proposals (3)specify in the notice the general procedure and criteria for selection; and (4) comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.
- C. Contract Change Order. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- D. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long term lease, easement, or fee simple ownership) for the land proposed for development, renovation or restoration. The documentation must meet current RCO requirements.
- E. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

F. Use of Best Management Practices. Project sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. The best management practices are described in three documents: "Stream Habitat Restoration Guidelines: Final Draft", 2004; "Design of Road Culverts for Fish Passage", 2003; and "Integrated Streambank Protection Guidelines", 2002. These documents and other information can be found on the AHG website.

SECTION 22. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for the acquisition of interest in real property (including easements) for outdoor recreation, habitat conservation, salmon recovery purposes, or farmland preservation:

A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. Document securing long-term rights for the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or
 use the property for public purposes consistent with the fund source. Sponsors shall use this document when acquiring real
 property rights that include the underlying land. This document may also be applicable for those easements where the
 sponsor has acquired a perpetual easement for public purposes.
 - Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to
 RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon
 recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated
 by reference in the easement document.
 - 3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. Real Property Acquisition and Relocation Assistance
 - 1. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)—Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 - When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 - Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1)
 above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to
 provide any housing and relocation assistance required.
- F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with section 9 Archaeological and Cultural Resources before structures are removed or demolished.

SECTION 23. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property or facility acquired, developed, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation, or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 24. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

For acquisition, development, renovation and restoration projects, sponsors must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project's intended use.
- C. Throughout its estimated life so as to prevent undue deterioration.

D. In compliance with all federal and state nondiscrimination laws, regulations and policies.

For acquisition, development, renovation and restoration projects, facilities open and accessible to the general public must:

- E. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
- F. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- G. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 25. INCOME AND INCOME USE

A Income.

- Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
- Fees. User and/or other fees may be charged in connection with land acquired or facilities developed with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.
 - Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (Chapter 79A.25.210 RCW).
- B. Income use. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 - 1. The sponsor's matching funds;
 - 2. The project's total cost;
 - The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 - The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 - 5. Capital expenses for similar acquisition and/or development.

SECTION 26. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 27. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 28. LIABILITY INSURANCE REQUIREMENTS FOR FIREARMS AND ARCHERY RANGE SPONSORS

- A. The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

- C. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement.
- D. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. REQUIREMENTS OF THE NATIONAL PARK SERVICE

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. FARMLAND PRESERVATION ACCOUNT

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement.

- Section 8 Acknowledgement and Signs,
- Section 10 Hazardous Substances,
- Section 14 Stewardship and Monitoring
- Section 22 Provisions Applying to Acquisition Projects, Sub-sections F and G.
- Section 23 Restriction on Conversion of Real Property and/or Facilities to Other Uses,
- · Section 24 Construction, Operation, Use and Maintenance of Assisted Projects, Sub-sections E, F, G, and
- Section 25 Income and Income Use

SECTION 31. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and/or state statutes, regulations, policies and procedures including RCO/funding board policies and procedures, applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders:
- B. Project agreement including attachments;
- C. Special Conditions;
- D. Standard Terms and Conditions of the Project Agreement.

SECTION 32. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions and minor scope adjustments need only be signed by RCO's director or designee.

SECTION 33. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 34. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 35. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 36. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 37. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board

- A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:
 - i. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
 - ii. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

- B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.
- C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 38. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 39. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 40. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this Agreement is between the funding board and a federally recognized Indian Tribe, the following governing law/venue applies:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal or tribal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F- Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 41. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor:

City of Camas

Project Number: 12-1683

Project Title:

Lacamas Lake Boat Launch Phase 2

Project Type: Development

Program:

Boating Facilities - Local

Approval: 7/1/2013

Project Metrics

Sites Improved

Project acres developed: Project acres renovated:

1.50 0.00

Development Metrics

Worksite #1, Lacamas Lake Boat Launch Phase 2

Boating Infrastructure

Boarding float installation

Number of boarding floats:

Boat ramp development

Number of launch lanes:

Number of elevated launch lanes:

0 new, 2 renovated 0 new, 0 renovated

0 new, 0 renovated

1 new, 0 renovated

General Site Improvements

Develop paths/walkways

Select the surface of the path/walkway:

Linear feet of path/walkway:

Walkway lighting provided (yes/no):

Number of walkway bridges:

Install lighting (general security)

Number of general security lights installed:

Landscaping improvements

Acres of landscaped area:

Select the landscape features:

0.32

Asphalt

501

No

1

Boulders, Drainage, Grass/turf,

Irrigation, Native vegetation

Parking and Roads

Parking development

Number of vehicle parking stalls:

Number of vehicle with trailer parking stalls:

Number of accessible parking stalls:

Vehicle with trailers

Vehicle

Select the parking surfaces:

Select the parking enhancements:

22 new, 0 renovated

24 new, 0 renovated

3

Asphalt

Bio-swale, Curbs

Site Preparation

General site preparation

Demolition, grading, survey

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Milestone Report By Project

Project Number:

12-1683 D

Project Name:

Lacamas Lake Boat Launch Phase 2

Sponsor:

Camas City of

Project Manager:

Myra Barker

Х	1	Milestone	Target Date	Comments/Description
		Project Start	07/01/2013	
х		Design Initiated	07/01/2013	
Х		Applied for Permits	07/01/2013	Please attach permits to the project in Prism.
Х		SEPA/NEPA Completed	07/01/2013	USACOE Permit #NWS-2012-0861.
	I	Cultural Resources Complete	08/31/2013	Evidence of compliance with Section 106 required, see special conditions.
		All Bid Docs/Plans to RCO	08/31/2013	
	ļ	Special Conditions Met	08/31/2013	
		Bid Awarded/Contractor Hired	09/30/2013	
	1	Construction Started	10/01/2013	
	ļ	Progress Report Submitted	10/15/2013	
		50% Construction Complete	12/31/2013	
	ļ.	Progress Report Submitted	03/01/2014	
		90% Construction Complete	04/30/2014	
	Į.	Annual Project Billing	07/31/2014	
		Funding Acknowl Sign Posted	08/15/2014	
	1	Progress Report Submitted	09/01/2014	
		Construction Complete	09/30/2014	
-		RCO Final Inspection	10/31/2014	
		Final Billing to RCO	12/31/2014	
		Final Report in PRISM	12/31/2014	
	1	Agreement End Date	02/28/2015	

X = Milestone Complete

! = Critical Milestone



MEETING DATE/TIME: August 19, 2013

COUNCIL MEETING					
Consent Agenda	(Yes)				
Regular meeting Agenda	(No)				
WORKSHOP MEETING	(No)				
DEPARTMENT: Community Development					
AGENDA ITEM TITLE: Lacamas North Shore	e Development Agreement				
AGENDA ITEM DETAILS/DESCRIPTION: Set a public hearing of Tuesday September 3 rd to consider a Development Agreement on a proposed revised Lacamas North Shore Development Agreement.					
RECOMMENDED ACTION: Set a hearing date of September 3, 2013.					
DEPARTMENT STAFF/PRESENTERS: Phil Bourquin, Community Development Director					
SUPPORTING DOCUMENTS (name): Submit	tted with Workshop item.				
SUBMITTED BY:					

NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.

RECORDED Northshore DA100610

4704846 AGR
RecFee - \$153.00 Pages: 42 - MILLER NASH
Clark County, WA 10/06/2010 03:19

Return Address:

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

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

Please print or type information

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

DEVELOPMENT AGREEMENT LACAMAS NORTHSHORE PROPERTIES

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- Section 1. Development Agreement. This Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It will become a contract between the Owners and the City upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170.
- Section 2. Definitions. As used in this Agreement, the following terms, phrases, and words will have the meanings and be interpreted as set forth in this section.
- "Adopting Resolution" means the resolution which approves this Agreement, as required by RCW 36.70B.200.

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

- Section 3. Term of Agreement. This Agreement will commence upon the Effective Date, and will continue in force for a period of ten (10) years, unless extended or terminated by mutual consent of the parties.
- Section 4. Pre-Annexation Agreement. The parties agree that the Pre-Annexation Agreement dated May 22, 2008, and recorded against the Property under Clark County Auditor's No. 4458438 is completely superseded and replaced by this Agreement and will no longer apply to the Property. Parties agree to work toward adoption of comprehensive plan amendments and zoning amendments to allow for a mix of uses generally consistent with a conceptual master plan identified in Exhibit "B" and list of uses identified in Exhibit "C." Parties agree that upon adoption of comprehensive plan amendments and zoning established consistent with Exhibits "B" and "C," no development application shall be accepted and processed by the City until the following additional events occur:
- a. Funding, preparation, and adoption of a new transportation impact fee study;
- b. Adoption by the City of a new transportation impact fee schedule based upon the transportation impact fee study pursuant to subsection 4(a) herein; and
- c. Adoption by the City Council of an update to its water, sewer, and transportation capital facilities plans, subject to the requirement that Owners shall provide an evaluation of the mixed use and employment designations impact on previously adopted water and sewer capital plans through the annual Comprehensive Plan process when establishing the Comprehensive Plan Designation. If modifications to adopted sewer or water plans are necessary, the City may require the applicant to pay for any required modifications to the plan(s) prior to adoption of any Comprehensive Plan amendment or zone change.
 - d. And no individual application for development will be accepted until such a

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

- Section 5. Conceptual Master Plan. Attached as Exhibit "B" is a Conceptual Master Plan. The purpose of the plan is to provide the Parties with predictability regarding the future development of the Property and provide a basis for additional planning efforts including comprehensive, capital facility, and zoning.
- a. Attached as **Exhibit "C"** is a list of mixed use and employment uses that will be the basis for the development of zoning designations, capital facilities planning, and code development applicable to future development of the property. The conceptual master plan also identifies the general alignment of the arterial planned for the north annexation area in the middle of the Property and where the alignment is consistent with other master plans developed for this area.
- b. And the conceptual master plan will set forth the following ratios for the mixed-use portion of the Properties. A minimum of twenty-five percent (25%) of each of the following uses will be created 1) residential, 2) office and 3) commercial. No more than fifty percent (50%) of 1) residential, 2) office and 3) commercial will be created on the Property. If an Owner elects to submit an individual study under Section 4(d) above they will be subject to the ratios specified under this section for their Property. If a group of Owners submits a study demonstrating compliance with section Section 4(d) the ratios can be applied over all the Properties subject to the study.
- Section 5.1 Streetscape. The Owners agree to incorporate into its development application submittal package streetscape standards for all streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian traffic. The Owners streetscape standards will be consistent with the streetscape standards provided for in Exhibit "D." At the time of application for development, the Owners shall further be required to meet the City minimum street standards in CMC 17.19 and the Camas Design Standards Manual.

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

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

- Section 6. Stormwater. The City will use best efforts to designate Lacamas Lake as a large water body under the new stormwater management rules and manual. The purpose behind this designation is to allow that the surrounding properties and the City may utilize the large water body exemption contained within the rules. The Owners will support the City in its efforts.
- Section 7. Limited Shoreline Area. The City will use best efforts, at their sole discretion, to create a limited shoreline area as shown on Exhibit "E" that is equivalent to an urban shoreline designation that allows for a mix of uses. In consideration for this, the Owners agree to preserve two hundred feet of property outside of the limited shoreline area from the ordinary high-water mark of Lacamas Lake by dedicating this area to the City for a private or public conservancy.
- Significant Views. The properties owned by the Lacamas Section 8. Northshore Owners ("Lacamas Northshore Properties or LNP") border Lacamas Lake on the North. Lacamas Lake and the public areas surrounding it are an important scenic area that contributes to defining the character of the City of Camas. Because LNP borders this scenic area the Owners of LNP recognize and agree that to the extent reasonable and as required by the Camas Municipal Code the Development Plan will be completed with the intent to preserve public views. The Camas Comprehensive Plan states that development should maintain compatible use and design with the surrounding built and natural environment when considering new development or redevelopment. The Comprehensive Plan states that the City should preserve the scenic aesthetic quality of public areas, public shoreline areas and public vistas to the extent feasible and reasonable. As such, any development application under this agreement will include a mitigation plan, prepared and reviewed in accordance with CMC 16.33, which meets the requirements of the Code. Compliance with this section will include, but not be limited to, review of any development application for consistency with the policies under CMC Section 16.33.010(B) and may be conditioned or denied to mitigate views impacts consistent with CMC Section 16.33.010, and may utilize provisions of CMC 18.31.120. Further, any application for a Forest Resources Permit under RCW Chapter 76.09 for any property within the LNP shall be subject to CMC 18.31.020(J) and comply with all additional requirements of CMC Chapter 18.31.
- Section 9. New Road Arterial and Leadbetter Road Transition. The Owners and the City further recognize that it is the intent of the City, consistent with the Camas Parks and Recreation Plan, to create a new arterial through Lacamas Northshore to the north and Leadbetter Road will be converted or modified to establish a recreation corridor along the northshore of Lacamas Lake.

- Section 10. Historic Houses. The City recognizes the significance of the historic house and associated buildings located on parcel 175720-000. The owners of parcel 177885-000 are also pursuing a historic designation with the State of Washington and Clark County for the house on this parcel. And while the properties will be regulated and developed in accordance with the applicable shoreline master program, the City will use best efforts, in their sole discretion, in working with the property owners to allow existing houses to remain in viable economic use, including but not limited to parking areas, trails, and access for motor vehicles to a public road or roads (see Exhibit "E"). Additional appropriate uses for this limited shoreline area will be considered in the development of future zoning under Section 5 of this Agreement and the development of the shoreline master program.
- **Section 11. Docks.** Parcel Number 175720-000 is a parcel with a historic house. The City recognizes the Owners wish to reestablish a previously existing dock subject to shoreline approval.
- Section 12. Farming Operations. Parcel numbers 175712-000, 175717-000, 175724-000, 175752-000, 175726-000, 175727-000, 175733-000, 175747-000, 175772-000, 177891-000, 178171-000, 178175-000, and 178180-000 are recognized as being in farming or ranching production and therefore classified as A/R under CMC 18.41.140. This Agreement will allow the Owners to maintain and expand farming uses on the parcels consistent with CMC 18.41 as stipulated at the time of execution of this Agreement.
- Section 13. Remedies. Should a disagreement arise between the City and the Owners regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in Clark County Superior Court.
- **Section 14. Performance.** Failure by either party at any time to require performance by the other party of any of the provisions hereof will in no way affect the parties' rights hereunder to enforce the same, nor will any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.
- Section 15. Venue. This Agreement will be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.
- **Section 16. Severability.** If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby.

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

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

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

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

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

Exhibits:

Exhibit A:

Legal Description of Property

Exhibit B:

Conceptual Master Plan

Exhibit C:

Proposed Use List

Exhibit D:

Streetscape Standards

Exhibit E:

Parking Areas and Trails on Parcels 175720-000 and 177885-000

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

CITY OF CAMAS

Parcel No. 175712-000 (McGuffin)

Title Mayor

7 -

Shane T. McGuffin

Date signed

Data sissa d

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

E- 111
Eric J. Ware
Date signed $\frac{\delta /4/0}{}$
Ambre & War
Amber F. Ware
Date signed
Parcel Nos. 175720-000, 177884-000, 177885-000, 177903-000, 177904-000, (Mills Family, LLC)
MILE CEANITY II Con Our con United
MILLS FAMILY, LLC, an Oregon limited liability company
monty company
By: Unlast O. Unk
Michael Mills, Member
Date signed 15 4 20/0
Parcel No. 175724-000 (Weakley Trust)
By: Aug Weskley, Trustee of the
Fred H. Weakley Trust dated May 2,
Date signed Assist 5, 2010
1 1 2 T G C 1 1 1 1 1 G G G G G G G G G G G G G

as P.O.A For

Date signed Qua Alexis R. Mason Date signed _ Parcel No. 175752-000 (Ware, Roy & Judy) Roy J. Ware Date signed Date signed Parcel No. 175772-000 (Buma) Edward Buma Date signed __ Jacque line Sue Buma 8-10-10 Date signed

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

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

By: Murle E. Crinez
Merle E. Cisney, Trustee of the Cisney
Living Trust dated October 16, 1997 Date signed Aug 4 2010
0
Parcel Nos. (7815-000) 178180-000
(Cisney) RAC DE
Lovert A. Coney
Robert A. Cisney Date signed 8-4-10
Alma S CISNLY
Debra S. Cisney 8. 4. 2010 Date signed
Date signed
Parcel Nos. 175726-000, 175727-000,
175733-000, 175747-000, 177891-000,
(Johnston Dairy, L.L.C.)
JOHNSTON DAIRY, L.L.C., a Washington
limited liability company
w mloom
By: Serve N for has been been been been been been been bee
Leroy N. Johnston Revocable Trust
dated 12/30/97, Member Date signed <u>8/4/10</u>
July Signed Syria
By: Ohn Muton
Lynn Johnston, Member Date signed 5 4 10
Date signed 6410

1/2 / /
By: Keri III Camel
Rene M. Carroll, Member
Date signed $8/0/0$
By: Oliom M. Johnson
Alison Johnston, Member
Date signed $2/(0)/(0)$

Parcel No. 175713-000 (Borowski)

Edward C. Borowski Date signed

State of Washington)			
County of Clark) ss.			
I certify that I know or have satisfactory evidence that <u>Paul Dennis</u> is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the <u>Mayor</u> 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: <u>October 5</u> , 2010.			
Notary Seal			
RONDA L. SYVERSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES	Ronda L. Szurson Notary Public for Washington		
OCTOBER 18, 2010	Ronda L. Syverson Name of Notary		
	My appointment expires: 10/18/2010		

State of Washington)
) ss.
County of Clark)

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

Notary Seal

Notary Public for Washington

Alexandra S. McCulley

Name of Notary

My appointment expires: 10 20 20 10

State of OREGON

County of Multnomah

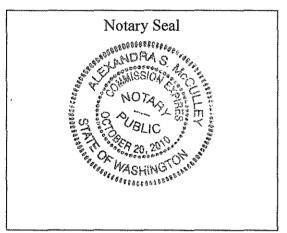
This instrument was acknowledged before me on August 4, 2010, by Michael Mills as Member of Mills Family, LLC.

Notary Public for the State of Oregon

OFFICIAL SEAL
JANE L RAUSCH
NOTARY PUBLIC - OREGON
COMMISSION NO. 441501
MY COMMISSION EXPIRES AUG. 13, 2013

State of Washington)	
)	SS.
County of Clark)	

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



Notary Public for Washington

Alexandra S. McCulley
Name of Notary

My appointment expires: 10 20 2010

State of Washington)
) ss
County of Clark)

Gail 1. Avegy + Grage F. Weakley as co- Horney in Fact For,

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

Dated: Aug. 5 , 2010.

Notary for Gail L. Gregg

Notary Seal

Notary Public State of Washington

State of Washington)
) ss.
County of Clark)

Fail L. Arage + Grage F. Wankley as co- Herney in Feet For,

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

Notary Seal

Notory Public State of Washington

Notary Public for Washington

My appointment expires: 1-1-12

State of Washington)
) ss.
County of Clark)

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

Dated: August 4th, 2010.

Notary Seal

Notary Seal

NOTAR LINE

ROYALING

Notary Public for Washington

KUXANAVA S. MCCULLEY Name of Notary

My appointment expires: 10 20 2010

State of Washington)	
)	SS.
County of Clark)	

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

Dated: 8 - 11 - 10, 2010.

Notary Seal

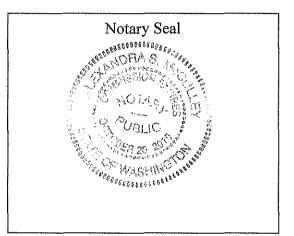
BETHANY R. ZEPEDA NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES APRIL 14, 2012 Notary Public for Washington

Name of Notary

My appointment expires: Apul 14 2

State of Washington)	
)	SS
County of Clark)	

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



My appointment expires: 10

State of Washington)
) ss.
County of Clark)

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

Dated: August 4th, 2010.

Notary Seal

Notar

Notary Public for Washington

AUXANATAS. MCCULLEY Name of Notary

My appointment expires: 10 20 20 10

State of Washington)
) ss.
County of Clark)

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

Dated: ManSt 4th, 2010.

Notary Seal

Notary Seal

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Ollymma S. McCuly Notary Public for Washington

Auxmard S. McCulley
Name of Notary

My appointment expires: 10 20 2016

State of Washington)	
)	SS.
County of Clark)	

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

Dated: Angust 4, 2010.

Notary Seal

Allxandra S. McCally Notary Public for Washington

Alexandra S. McCulley Name of Notary

My appointment expires: $\frac{10|20|2010}{}$

State of Washington)
) ss.
County of Clark)

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

Dated: August 4th, 2010.

Notary Seal	
Notary Seal	

Notary Public for Washington

AUXANDIA S. McCulley
Name of Notary

My appointment expires: 10 20 2010

State of Washington)	
)	SS.
County of Clark)	

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

Notary Seal

Notary Public for Washington

Name of Notary

My appointment expires: 7/27/13

State of Washington)	
)	SS.
County of Clark)	

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

Dated: 5/10, 2010.

Notary Seal

Karena Hye Soo Weimer
Name of Notary

My appointment expires: 7/27/13

(STATE OF FLORIDA COUNTY OF CHARLOTE
	The foregoing instrument was acknowledged before me this day of Aug., 2010, by Edward C. Borowski.
	Illian Velly
	NOTARY PUBLIC-STATE OF FLORIDA Illiana Velez Commission # DD906247 Expires: OCT. 12, 2013 BONDED THRU ATLANTIC BONDING CO., INC.
	Personally Known OR Produced Identification

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Commencing at the Section Corner common to Sections 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian: thence along the West line of said Section 27, South 01" 13' 20" West 1316.48 feet to the North 1/16 Corner on the West line of Section 27; thence departing said West line of Section 27 running along the North 1/16 line of Section 27, South 89° 06' 17" East 30.00 feet to a point on the East right-of-way of NE 232rd. Avenue, said point also being THE TRUE POINT OF BEGINNING; thence continuing along said North 1/16 line of Section 27, South 89° 06' 17" East 2618.75 feet to the Center North 1/16 Corner of Section 27; thence along the Center line of Section 27, South 01° 43′ 07″ West 1325.65 feet to the Center ¼ Corner of Section 27; thence along the East 1/16 line of Section 27, South 88° 54' 28" East 2651.26 feet to the East & Corner of Section 27; thence along the East line of Section 27, South 01° 51′ 44" West 1876.12 feet; thence departing said East line of Section 27 North 88° 08' 16" West 40.00 feet to a point on the West right-of-way of NE 252 rd, Avenue; thence along the West right-of-way of NE 252nd. Avenue, South 01° 51' 44" West 770.55 feet; thence departing said West rightof-way of NE 252nd. Avenue South 88° 55' 51" East 40.00 feet to the Section Corner common to Sections 26, 27, 34 and 35, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Section 35, South 88* 54' 43" East 1326.97 feet to the West 1/16 Corner of Section 35; thence South 01° 11′ 49" West 1321.47 feet to the Northwest 1/16 Corner of Section 35; thence North 88" 49' 40" West 1323.92 feet to the North 1/16 Corner on the West line of Section 35, said point also being the Northeast Corner of Government Lot 6, Section 34, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Government Lot 6, North 88° 54' 39" West 1321.38 feet; thence continuing along the North line of Government Lat 6, North 88° 53' 47" West 880.01 feet; thence departing the North line of Government Lot 6, South 07° 26' 10" East 271.51 feet to a point on the Northerly right-of-way of Leadbetter Road; thence along the Northerly right-of-way of Leadbetter Road on the arc of a 2895.59 foot radius curve to the left, through a central angle of 2° 22′ 54", (the long cord of which bears North 41° 37′ 36" West, 120.36') an arc length of 120.36 feet to a point of tangency; thence continuing along said Northerly right-of-way, North 42° 39' 19" West 249.33 feet; thence departing said Northerly right-of-way, North 88° 53' 47" 93.68 feet to a point on the Northerly Shoreline of Lacamas Lake; thence along said Northerly Shoreline, North 46" 14' 00" West 351,03 feet; thence along said Northerly Shoreline, North 56° 05' 39" West 700.55 feet; thence along said Northerly Shoreline, North 29° 29' 12" West 61.48 feet; thence along said Northerly Shoreline, North 19° 42' 41" West 515.10 feet; thence along said Northerly Shoreline, North 29° 26' 23" West 91.60 feet; thence along said Northerly Shoreline, North 43° 21' 27" West 35.83 feet; thence along said Northerly Shoreline, North 56° 32' 27" West 259.52 feet; thence along said Northerly Shoreline, North 48° 33' 55"

West 340,16 feet; thence along said Northerly Shoreline, North 45° 16' 08" West 16.35 feet; thence departing said Northerly Shoreling, North 29° 14′ 09" East 179,86 feet; thence South 54° 07′ 51" East 145.10 feet; thence South 60" 55' 51" East 138.00 feet; thence South 67" 05' 51" East 173.60 feet; thence South 24° 25' 51" East 283.20 feet to a point on the South line of Section 27, said point is between the Southwest Corner of said Section 27 and the South % Corner of said Section 27, thence along said South line of Section 27, South 88° 53' 51" East 146.20 feet; thence departing said South line of Section 27, North 01° 04' 09" East 60.00 feet; thence South 88' 55' 51" East 50.00 feet; thence South 01° 04' 09" West 60.00 feet to a point on the South line of Section 27, said point is between the Southwest Corner of said Section 27 and the South 1/2 Corner of said Section 27; thence along said South line of Section 27, South 88° 55' 51" East 681.30 feet to the South ¼ Corner of Section 27; thence along the Center line of Section 27. North 01° 43′ 07" East 1323.55 feet to the Center South 1/16 Corner of Section 27; thence along the Center South 1/16 line of Section 27, North 88° 55' 09" West 2625.77 feet to a point on the West line of Section 27, Township 2 North, Range 3 East, Willamette Meridian; thence along the West line of said Section 27, North 01° 13' 20' East 211.45 feet to a point on the Westerly right-of-way of Leadbetter Road; thence departing the West line of said Section 27 and departing the Westerly right-of-way of Leadbetter Road, North 80° 26' 19" East 60.00 feet to a point on the Easterly right-of-way of Leadbetter Road; thence along said Easterly right-of-way, North 09° 33' 41" West 103.52 feet to a point of curvature; thence along said Easterly right-of-way on the arc of a 541.07 foot radius curve to the right through a central angle of 10" 47" 00" (the long cord of which bears North 04" 10" 47" West 101.68 feet) an arc length of 101.83 feet to a point on the East right-of-way of Leadbetter Road; thence said East right-of-way North 01° 13' 20" East 2215.05 feet to THE TRUE POINT OF BEGINNING.

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

The Basis of Bearing for this legal description is the line shown as South 01° 13′ 20″ West 2632.95 feet between the Section Corner common to Section 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian and the West ½ Corner of Section 27, Township 2 North, Range 3 East, Willamette Meridian.



EXHIBIT B CONCEPTUAL MASTER PLAN

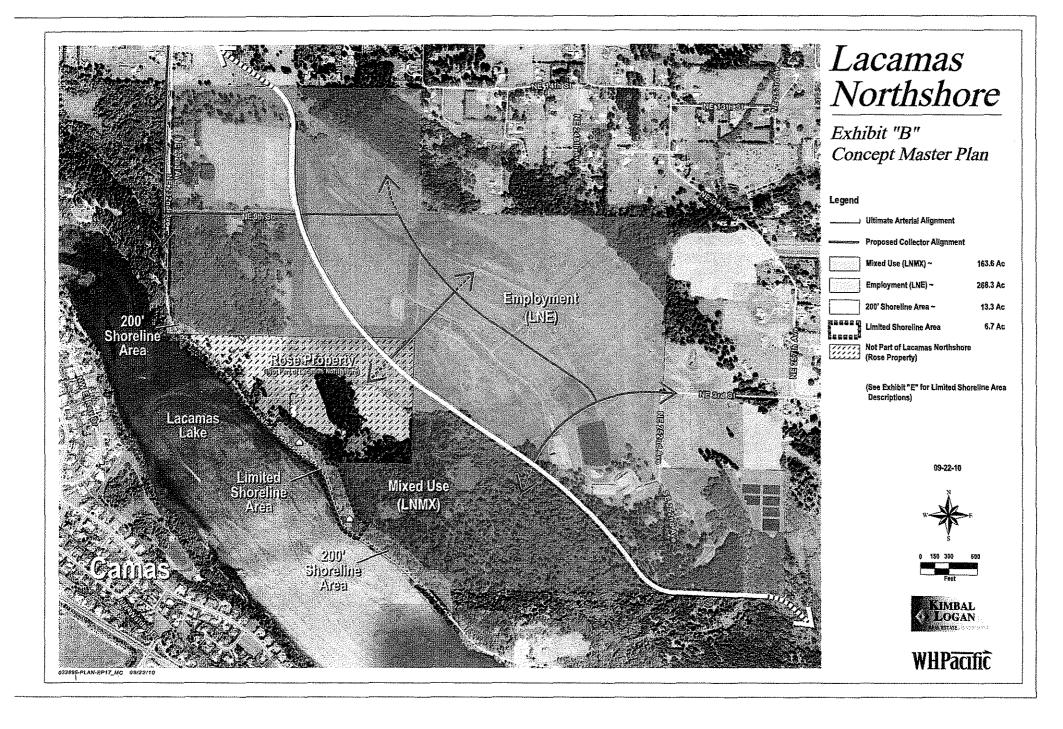


EXHIBIT C PROPOSED USE LIST

EXHIBIT "C"

USE TABLE

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

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

Under 100,000 Square feet, conditional above 100,000 square feet.

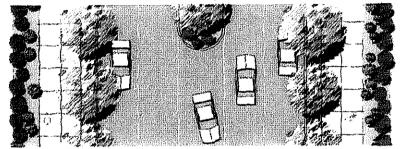
Shoe repair and sales	P	P
Stock broker, brokerage firm	P	P
Taverns	\mathbf{C}	P
Theater, except drive in	P	P
Truck terminals	X	X
Veterinary clinic	P	P
Video rental store	P	P
Warehousing, wholesale and trade	X	P
Warehousing bulk retail	X	X
Cotton, wool, other fibrous material	X	X
Food production or treatment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

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

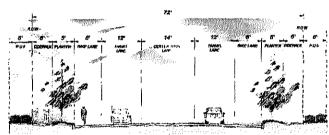
EXHIBIT D STREETSCAPE STANDARDS

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Arterial Roadway Section



Arteriai Rosdway Pian

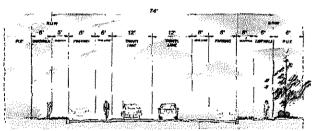




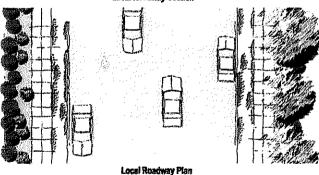
Collector Roadway Plan

Lacamas Northshore

Camas, WA.



Local Readway Section



05-18-09





EXHIBIT E

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

DRAFT Northshore DA81413

Return Address:

James D. Howsley, Esq. Jordan Ramis, P.C. 1499 SE Tech Center Place #380 Vancouver, WA 98663

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

Please print or type information

Document Title(s) (or transactions contained therein): Development Agreement Lacamas Northshore Properties
Reference Number(s) of Documents assigned or released:
Additional reference #'s on page of document.
Grantor(s) (Last name first, then first name and initials): 1. Mills Family, LLC, an Oregon limited liability company 2. McGuffin, Shane T. & Melissa A. 3. Ware, Eric J. & Amber F. 4. Gail L. and Gregg Weakley and Gerrick Weakley 5. Mason, David W. & Alexis R. 6. Ware, Roy J. and Judy A. 7. Buma, Edward & Jacqueline Sue 8. Cisney, Merle E., Trustee of the Cisney Living Trust dated October 16, 1997 9. Cisney, Robert A. & Debra S. 10. Johnston Dairy, L.L.C., a Washington limited liability company 11. Borowski, Edward C.
Grantee(s) (Last name first, then first name and initials):
City of Camas Additional names on page of document.
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range): PTN of SEC 27, SEC 34, & SEC 35, T2N, R3E, W.M. Additional legal is on page Exhibit A-1 & A-2 of document.
Assessor's Property Tax Parcel/Account Number: 175712-000; 175713-000; 175717-000; 175720-000; 175724-000; 175725-000; 175726-000; 175727-000; 175733-000; 175747-000; 175752-000; 175772-000; 177884-000; 177885-000; 177891-000; 177903-000; 177904-000; 178171-000; 178175-000;178180-000 Assessor Tax # not yet assigned.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

DEVELOPMENT AGREEMENT LACAMAS NORTHSHORE PROPERTIES

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

RECITALS

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

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

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

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

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

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

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the

real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- Section 1. Development Agreement. This Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It will become a contract between Lacamas Northshore and the City upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170.
- Section 2. Definitions. As used in this Agreement, the following terms, phrases, and words will have the meanings and be interpreted as set forth in this section.

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

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

- Section 3. Term of Agreement. This Agreement will commence upon the Effective Date, and will continue in force for a period of seven (7) years, unless extended or terminated by mutual consent of the parties.
- Section 4. Pre-Annexation Agreement. The parties agree that the Pre-Annexation Agreement dated May 22, 2008, and recorded against the Property under Clark County Auditor's No. 4458438 is completely superseded and replaced by this Agreement.
- Section 5. The parties agree that the Development Agreement dated October 6, 2010 and recorded against the Property under Clark County Auditor's No. 4704846 is also replaced by and superseded by this Agreement.
- Section 6. Conceptual Master Plan. Attached as Exhibit "B" is a Conceptual Master Plan. The purpose of the plan is to provide the Parties with predictability regarding the future development of the Property and provide the basis for the identification and implementation of zoning for the Property. Some areas will be zoned for employment uses as specified below in Section 6.1 and other areas will be zoned for residential consistent the Conceptual Master Plan (Exhibit B).
- Section 6.1 Employment Uses. Attached as Exhibit "C" is a list of employment uses that is applicable to future development of the Property with Business Park zoning.
- Section 6.2 Comprehensive Plan Designations and Zoning. As stipulated in Exhibit B the City has adopted Comprehensive Plan designations and zoning designations for each of the properties depicted. For some of the properties in Exhibit B planned and zoned as MF-18, the City and each owner agree to limit the number of units that can be built on each property as follows: For the MF-18 property presently owned by Edward and Jacqueline Buma (Parcel No. 175774-000) there will be a maximum number of units that can be built of 226 Units. For the MF-18 property currently owned by the Mills Family (Parcel No. 177885-000) there will be a maximum number of units that can be built of 167 Units. For the properties in Exhibit B planned and zoned as MF-10 (Parcel No. 177884-000), the City and the owner (the Mills Family) agree to limit the number of units that can be built to 190 Units.
- Section 6.3 Streetscape. Lacamas Northshore agrees to incorporate into its development application submittal package streetscape standards for all streets within the Property. The streetscape standards should address street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian traffic. The Lacamas Northshore streetscape standards will be consistent with the streetscape standards provided for in Exhibit "D." At the time of application for development, the Owners shall further be required to meet the City minimum street standards in CMC 17.19 and the Camas Design Standards Manual.

- Section 7. Medium Intensity Shoreline Area. In consideration for the creation of the Medium Intensity Shoreline Area as shown on Exhibit "B" with the Comprehensive Plan designation of commercial and a zoning designation of community commercial, the owners of said property (the Mills Family) agree to dedicate in perpetuity to the City the two hundred foot wide strip of property from the ordinary high-water mark of Lacamas Lake depicted in Exhibit B as Open Space and/or future Park. Dedication under this section will occur concurrently with the recording of this Agreement.
- Section 8. Significant Views. The properties owned by Lacamas Northshore border Lacamas Lake on the North. Lacamas Lake and the public areas surrounding it are an important scenic area that contributes to defining the character of the City of Camas. Lacamas Northshore recognizes and agrees that to the extent reasonable and as required by the Camas Municipal Code, development within the Lacamas Northshore area will be designed and implemented with the intent to preserve public views. The Camas Comprehensive Plan states that development should maintain compatible use and design with the surrounding built and natural environment when considering new development or redevelopment. The Comprehensive Plan states that the City should preserve the scenic aesthetic quality of public areas, public shoreline areas and public vistas to the extent feasible and reasonable. As such, any development application under this agreement will include a mitigation plan, prepared and reviewed in accordance with CMC 16.33, which meets the requirements of the Code. Compliance with this section will include, but not be limited to, review of any development application for consistency with the policies under CMC Section 16.33.010(B) and may be conditioned or denied to mitigate views impacts consistent with CMC Section 16.33.010. Further, any application for a Forest Resources Permit under RCW Chapter 76.09 for any property within the LNP shall be subject to CMC 18.31.020(J) and comply with all additional requirements of CMC Chapter 18.31.
- Section 9. New Road Arterial and Leadbetter Road Transition. The Owners and the City further recognize that it is the intent of the City, consistent with the Camas Parks and Recreation Plan, to create a new arterial through Lacamas Northshore to the north and Leadbetter Road will be converted or modified to establish a recreation corridor along the northshore of Lacamas Lake.
- Section 10. Historic Houses. The City recognizes the significance of the historic house and associated buildings located on parcel 175720-000. The owners of parcel 177885-000 are also pursuing a historic designation with the State of Washington and Clark County for the house on this parcel. And while the properties will be regulated and developed in accordance with the applicable shoreline master program, the City will use best efforts, in their sole discretion, in working with the property owners to allow existing houses to remain in viable economic use, including but not limited to parking areas, trails, and access for motor vehicles to a public road or roads.

- Section 11. Docks. Parcel Number 175720-000 is a parcel with a historic house. The City recognizes the Owner of this parcel wishes to reestablish a previously existing dock subject to shoreline approval.
- Section 12. Farming Operations. Parcel numbers 175712-000, 175717-000, 175724-000, 175752-000, 175726-000, 175727-000, 175733-000, 175747-000, 175772-000, 177891-000, 178171-000, 178175-000, and 178180-000 are recognized as being in farming or ranching production and therefore classified as A/R under CMC 18.41.140. This Agreement will allow the Owners of the parcels identified in this section to maintain and expand farming uses on the parcels consistent with CMC 18.41 as stipulated at the time of execution of this Agreement.
- Section 13. Remedies. Should a disagreement arise between the City and the Owners regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in Clark County Superior Court.
- Section 14. Performance. Failure by either party at any time to require performance by the other party of any of the provisions hereof will in no way affect the parties' rights hereunder to enforce the same, nor will any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.
- Section 15. Venue. This Agreement will be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.
- Section 16. Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby.
- Section 17. Inconsistencies. If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement will prevail.
- Section 18. Binding on Successors and Recording. This Agreement will run with the land and be binding upon and inure to the benefit of the Owners, the parties, and their respective heirs, successors and assigns. This Agreement will be recorded against the real property identified in Exhibit "A" with the Clark County Auditor.

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

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

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

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Exhibit A: Legal Description of Property
Exhibit B: Conceptual Master Plan
Exhibit C: Proposed Use List
Exhibit D: Streetscape Standards

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

CITY OF CAMAS

Parcel No. 175712-000 (McGuffin)

By:	Shane T. McGuffin
Title	Shale 1. McGuilli
•	Date signed
	Melissa A. McGuffin
	Date signed
	Parcel No. 175717-000 (Ware, Eric & Amber)
	Eric J. Ware
	Date signed
	Amber F. Ware
	Date signed

Parcel Nos. 175720-000, 177884-000, 177885-000, 177903-000, 177904-000, (Mills Family, LLC) MILLS FAMILY, LLC, an Oregon limited liability company John Ainsworth Mill, Jr., Member Date signed _____ Parcel No. 175724-000 (Weakley Trust) By: _____ Gregg Weakley Date signed _____ By: _____ Gail Weakley Date signed _____ By: ____ Gerrick Weakley Date signed _____ Parcel No. 175725-000 (Mason) David W. Mason Date signed _____ Alexis R. Mason Date signed _____

Parcel No. 175752-000 (Ware, Roy & Judy)
Roy J. Ware Date signed
Judy A. Ware Date signed
Parcel No. 175772-000 (Buma)
Edward Buma Date signed
Jacqueline Sue Buma Date signed
Parcel No. 178171-000 (Cisney Living Trust)
By: Merle E. Cisney, Trustee of the Cisney Living Trust dated October 16, 1997 Date signed

Parcel Nos. 178175-000, 178180-000 (Cisney)

Robert A. Cisney
Date signed
Debra S. Cisney
Date signed
Parcel Nos. 175726-000, 175727-000,
175733-000, 175747-000, 177891-000,
(Johnston Dairy, L.L.C.)
JOHNSTON DAIRY, L.L.C., a Washington
limited liability company
By:
Leroy N. Johnston, Trustee of the
Leroy N. Johnston Revocable Trust
dated 12/30/97, Member
Date signed
By: Lynn Johnston, Member
Lynn Johnston, Member
Date signed
Ву:
By:

Date signed
By:
Parcel No. 175713-000 (Borowski)
Edward C. Danielli

State of Washington)	
County of Clark) ss	
is the person who a acknowledged that he signed this instrument execute the instrument and acknowledged	re satisfactory evidence that appeared before me, and said person ent, on oath stated that he was authorized to it as the of the City of such party for the uses and purposes mentioned
Dated:	, 2013.
Notary Seal	
	Notary Public for Washington
	Name of Notary My appointment expires:

State of Washington)	
County of Clark) ss.	
and Melissa A. McGuffin are the persons	nent and acknowledged it to be their free and
Dated:	, 2013.
Notary Seal	
	Notary Public for Washington
	N. CNL
	Name of Notary
	My appointment expires:

State of Washington)	
County of Clark) ss.	
Amber F. Ware are the persons who appear	e satisfactory evidence that Eric J. Ware and ared before me, and said persons acknowledged whedged it to be their free and voluntary act for strument.
Dated:	, 2013.
	1
Notary Seal	
	Notary Public for Washington
	Name of Notary
	·
	My appointment expires:
į	

State of Washington) ss	
County of Clark)	· ·
Jr., is the person who appeared before methis instrument, on oath stated that he was	Family, LLC, to be the free and voluntary act of
Dated:	, 2013.
Notary Seal	Notary Public for Weshington
	Notary Public for Washington Name of Notary My appointment expires:

State of Washington)	SS.
County of Clark)	00.
person who appeared before me, and sa	have satisfactory evidence that Gregg Weakley is the aid person acknowledged that he signed this is free and voluntary act for the uses and purposes
Dated:	, 2013.
Notary Seal	
	Notary Public for Washington
	Name of Notary My appointment expires:

State of Washington)	
County of Clark) ss.	•
person who appeared before me, and said	e satisfactory evidence that Gail Weakley is the person acknowledged that she signed this free and voluntary act for the uses and purposes
Dated:	, 2013.
Notary Seal	
	Notary Public for Washington
	Name of Notary
	My appointment expires:

State of Washington)	
County of Clark) ss.	•
the person who appeared before me, and s	e satisfactory evidence that Gerrick Weakley is aid person acknowledged that he signed this free and voluntary act for the uses and purposes
Dated:	, 2013.
Notary Seal	
	Notary Public for Washington
	Name of Notary
	My appointment expires:

State of Washington)	0
County of Clark)	S.
Alexis R. Mason are the persons who app	ve satisfactory evidence that David W. Mason and peared before me, and said persons acknowledged owledged it to be their free and voluntary act for instrument.
Dated:	<u>,</u> 2013.
	¬
Notary Seal	
	Notary Public for Washington
	Name of Notary
	My appointment expires:

State of Washington) ss.	
County of Clark)	
Judy A. Ware are the persons who appeared	e satisfactory evidence that Roy J. Ware and ed before me, and said persons acknowledged wledged it to be their free and voluntary act for strument.
Dated:	, 2013.
Notary Seal	
	Notary Public for Washington
	Name of Notary
	·
	My appointment expires:

State of Washington)	
County of Clark)	•
Jacqueline Sue Buma are the persons who	ment and acknowledged it to be their free and
Dated:	, 2013.
Notary Seal	
	Notary Public for Washington
	Name of Notary
	My appointment expires:
	my appointment expires.

State of Washington)	
County of Clark) ss	•
the person who appeared before me, and s instrument, on oath stated that he was auth	ney Living Trust dated October 16, 1997, to be
Dated:	, 2013.
Notary Seal	
	Notary Public for Washington
	Name of Notary
	My appointment expires:

State of Washington) ss.	
County of Clark)	
Debra S. Cisney are the persons who appe	e satisfactory evidence that Robert A. Cisney and ared before me, and said persons acknowledged whedged it to be their free and voluntary act for strument.
Dated:	, 2013.
Notary Seal	
	Notary Public for Washington
	Name of Notary
	My appointment expires:

County of Clark)		
I certify that I know or have satisfactory evidence that Leroy N. Johnston is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the Leroy N. Johnston Revocable Trust dated 12/30/97, member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.		
Dated:	, 2013.	
Notary Seal		
	Notary Public for Washington	
	Name of Notary My appointment expires:	

State of Washington)	
County of Clark)	SS.
person who appeared before me, and satinstrument, on oath stated that she was a	ave satisfactory evidence that Lynn Johnston is the id person acknowledged that she signed this authorized to execute the instrument and on Dairy, L.L.C., to be the free and voluntary act of entioned in the instrument.
Dated:	, 2013.
Notary Seal	
	Notary Public for Washington
	Name of Notary
	My appointment expires:
	_

State of Washington) ss	
County of Clark)	•
the person who appeared before me, and sinstrument, on oath stated that she was au	Dairy, L.L.C., to be the free and voluntary act of ioned in the instrument.
Notary Seal	
	Notary Public for Washington
	Name of Notary
	My appointment expires:

State of Washington)	200
County of Clark)	SS.
the person who appeared before me, and instrument, on oath stated that she was a	on Dairy, L.L.C., to be the free and voluntary act of ntioned in the instrument.
Notary Seal	
	Notary Public for Washington
	Name of Notary
	My appointment expires:

State of Washington) ss County of Clark)	s,
is the person who appeared before me, an	ve satisfactory evidence that Edward C. Borowski d said person acknowledged that he signed this free and voluntary act for the uses and purposes
Dated:	. 2013.
Notary Seal	
	N 111 C XX 11
	Notary Public for Washington
	Name of Notary
	My appointment expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Commencing at the Section Corner common to Sections 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian; thence along the West line of said Section 27, South 01° 13' 20" West 1316.48 feet to the North 1/16 Corner on the West line of Section 27; thence departing said West line of Section 27 running along the North 1/16 line of Section 27, South 89° 06' 17" East 30.00 feet to a point on the East right-of-way of NE 232nd. Avenue, said point also being THE TRUE POINT OF BEGINNING; thence continuing along said North 1/16 line of Section 27, South 89° 06' 17" East 2618.75 feet to the Center North 1/16 Corner of Section 27; thence along the Center line of Section 27, South 01* 43' 07" West 1325.65 feet to the Center ¼ Corner of Section 27; thence along the East 1/16 line of Section 27, South 88' 54' 28" Rast 2651.26 feet to the East ¼ Corner of Section 27; thence along the East line of Section 27, South (11° 51' 44" West 1876.12 feet; thence departing said East line of Section 27 North 88° 08' 16" West 40.00 feet to a point on the West right-of-way of NE 252^{ad}. Avenue; thence along the West right-of-way of NE 252nd. Avenue, South 01° 51′ 44″ West 770.55 feet; thence departing said West rightof-way of NE 252rd. Avenue South 88° 55′ 51" East 40.00 feet to the Section Corner common to Sections 26, 27, 34 and 35, Township 2 North, Range 3 East, Willamette Merldian; thence along the North line of said Section 35, South 88° 54' 43" East 1326.97 feet to the West 1/16 Corner of Section 35; thence South 01° 11′ 49" West 1321.47 feet to the Northwest 1/16 Corner of Section 35; thence North 88° 49′ 40" West 1323.92 feet to the North 1/16 Corner on the West line of Section 35, said point also being the Northeast Corner of Government Lot 6, Section 34, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Government Lot 6. North 88° 54' 39" West 1321.38 feet; thence continuing along the North line of Government Lot 6, North 88° 53' 47" West 880,01 feet; thence departing the North line of Government Lot 6, South 07° 26' 10" East 271,51 feet to a point on the Northerly right-of-way of Leadbetter Road; thence along the Northerly right-of-way of Leadbetter Road on the arc of a 2895.59 foot radius curve to the left, through a central angle of 2° 22' 54", (the long cord of which bears North 41° 37' 36" West, 120,36') an arc length of 120,36 (sect to a point of tangency; thence continuing along said Northerly right-of-way, North 42° 39′ 19″ West 249.33 feet; thence departing sald Northerly right-of-way, North 88° 53′ 47" 93.68 feet to a point on the Northerly Shoreline of Lacamas Lake; thence along said Northerly Shoreline, North 46° 14' 00" West 351.03 feet; thence along sald Northerly Shoreline, North 56° 05′ 39″ West 700.55 feet; thence along said Northerly Shoreline, North 29° 29' 12" West 61.48 feet; thence along said Northerly Shoreline, North 19° 42' 41" West 515.10 feet; thence along said Northerly Shoreline, North 29° 26' 23" West 91.60 feet; thence along said Northerly Shoreline, North 43° 21' 27" West 35.83 feet; thence along said Northerly Shoreline, North 56° 32' 27" West 259,52 feet; thence along said Northerly Shoreline, North 48° 33' 55"

West 340.16 feet; thence along said Northerly Shoreline, North 45° 16' 08" West 16.35 feet; thence departing said Northerly Shoreline, North 29" 14' 09" East 179.86 feet; thence South 54" 07' 51" East 145.10 feet; thence South 60° 55' S1" East 138.00 feet; thence South 67° 05' 51" East 173.60 feet; thence South 24" 25' 51" East 283.20 feet to a point on the South line of Section 27, said point is between the Southwest Corner of said Section 27 and the South ¼ Corner of said Section 27; thence along said South line of Section 27, South 88° 55' 51" East 146.20 feet; thence departing said South line of Section 27, North 01° 04' 09" East 60:00 feet; thence South 88° 55' 51" East 50:00 feet; thence South 01° 04' 09" West 60.00 feet to a point on the South line of Section 27, said point is between the Southwest Corner of said Section 27 and the South % Corner of said Section 27: thence along said South line of Section 27, South 88° 55′ 51" East 681.30 feet to the South ¼ Corner of Section 27; thence along the Center line of Section 27, North 01° 43' 07" East 1323.55 feet to the Center South 1/16 Corner of Section 27; thence along the Center South 1/16 line of Section 27, North 88° 55' 09" West 2625.77 feet to a point on the West line of Section 27, Township 2 North, Range 3 East, Willamette Meridian; thence along the West line of said Section 27, North 01° 13′ 20′ East 211.45 feet to a point on the Westerly right-of-way of Leadbetter Road; thence departing the West line of said Section 27 and departing the Westerly right of way of Leadbetter Road, North 80° 26′ 19″ East 60.00 feet to a point on the Easterly right-of-way of Leadbetter Road; thence along said Easterly right-of-way, North 09* 33′ 41″ West 103.52 feet to a point of curvature; thence along said Easterly right-of-way on the arc of a \$41.07 foot radius curve to the right through a central angle of 10° 47' 00" (the long cord of which bears North 04° 10' 47" West 101.68 feet) an arc length of 101.83 feet to a point on the East right-of-way of Leadbetter Road; thence said East right-of-way North 01° 13' 20" East 2215.05 feet to THE TRUE POINT OF BEGINNING.

CONTAINS: 460,02 acres or 20,038,489 square feet more or less

The Basis of Bearing for this legal description is the line shown as South 01° 13′ 20″ West 2632.95 feet between the Section Corner common to Section 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian and the West ½ Corner of Section 27, Township 2 North, Range 3 East, Willamette Meridian.



EXHIBIT B CONCEPTUAL MASTER PLAN

EXHIBIT B CONCEPTUAL MASTER PLAN

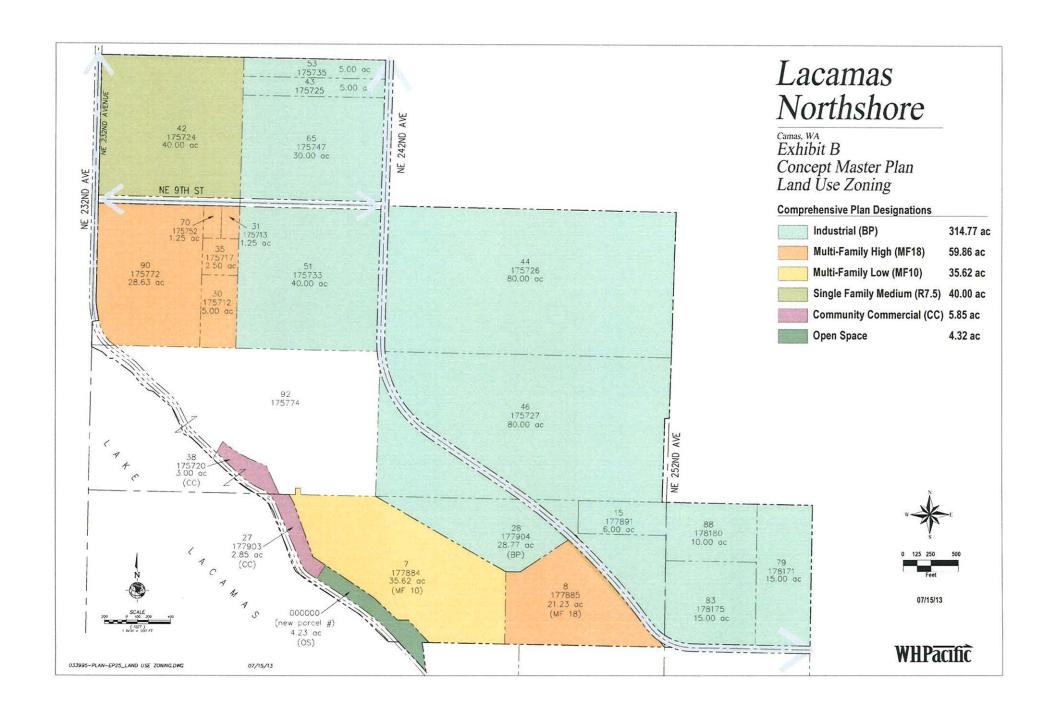


EXHIBIT C PROPOSED USE LIST

EXHIBIT C

BP ZONE USE LIST (per Ordinance 2672)

Animal kennel, commercial/boarding6 C Animal shelter6 C Antique shop6 C Appliance sales and service6 P Automatic teller machines (ATM)6 P Automobile repair (garage)6 P Automobile sales, new or used6 P Automobile service station6 P Automobile wrecking6 X Bakery (wholesale)6 P Bakery (retail)6 P Banks, savings and loan P Barber and beauty shops6 P Boat building6 C Boat repair and sales6 P Bowling alley/billiards6 P Building, hardware and garden supply store6 P Bus station6 P Candy; confectionery store6 P Canty vendors6 P Convention center6 P Convention center6 P Day care, adult P Day care, family home6 X Department store6 P Equipment rental6 P Event center	Zoning Districts	ВР
Animal shelter ⁶ Antique shop ⁶ Appliance sales and service ⁶ Appliance sales and service ⁶ Automatic teller machines (ATM) ⁶ P Automobile repair (garage) ⁶ Automobile sales, new or used ⁶ Automobile service station ⁶ Automobile wrecking ⁶ Bakery (wholesale) ⁶ Bakery (retail) ⁶ P Banks, savings and loan Barber and beauty shops ⁶ Boat building ⁶ Boat repair and sales ⁶ P Bowling alley/billiards ⁶ P Building, hardware and garden supply store ⁶ P Bus station ⁶ Cabinet and carpentry shop ⁶ Candy; confectionery store ⁶ P Cart vendors ⁶ P Cart vendors ⁶ P Convention center ⁶ P Convention center ⁶ P Day care, adult P Day care, family home ⁶ P Equipment rental ⁶ P		
Antique shop ⁶ Appliance sales and service ⁶ Appliance sales and service ⁶ Automatic teller machines (ATM) ⁶ P Automobile repair (garage) ⁶ Automobile sales, new or used ⁶ P Automobile service station ⁶ P Automobile wrecking ⁶ Bakery (wholesale) ⁶ P Bakery (retail) ⁶ P Banks, savings and loan P Barber and beauty shops ⁶ P Boat building ⁶ Boat repair and sales ⁶ P Bowling alley/billiards ⁶ P Building, hardware and garden supply store ⁶ P Bus station ⁶ P Cabinet and carpentry shop ⁶ P Candy; confectionery store ⁶ P Cart vendors ⁶ P Corvention center ⁶ P Convention center ⁶ P Convention center ⁶ P Day care center ⁶ P Delicatessen (deli) ⁶ P Equipment rental ⁶ P		
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Automobile sales, new or used ⁶ Automobile service station ⁶ Automobile wrecking ⁶ Automobile wrecking ⁶ Bakery (wholesale) ⁶ Bakery (retail) ⁶ Banks, savings and loan Parber and beauty shops ⁶ Boat building ⁶ C Boat repair and sales ⁶ P Book store ⁶ Bowling alley/billiards ⁶ P Building, hardware and garden supply store ⁶ P Bus station ⁶ Cabinet and carpentry shop ⁶ P Candy; confectionery store ⁶ P Cart vendors ⁶ P Cemetery ⁶ Cithing store ⁶ P Convention center ⁶ P Convention center ⁶ P Day care, adult Day care, family home ⁶ X Day care, mini-center ⁶ P Department store ⁶ P Equipment rental ⁶ P Equipment rental ⁶ P Equipment rental ⁶ P		
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Automobile wrecking ⁶ Bakery (wholesale) ⁶ P Bakery (retail) ⁶ P Banks, savings and loan Barber and beauty shops ⁶ P Boat building ⁶ C Boat repair and sales ⁶ P Bowking alley/billiards ⁶ P Building, hardware and garden supply store ⁶ P Bus station ⁶ Cabinet and carpentry shop ⁶ Candy; confectionery store ⁶ P Cart vendors ⁶ P Cart vendors ⁶ Cemetery ⁶ Clothing store ⁶ P Convention center ⁶ P Day care center ⁶ Day care, adult P Day care, family home ⁶ Department store ⁶ P Equipment rental ⁶ P Equipment rental ⁶ P Equipment rental ⁶ P	<u> </u>	Р
Bakery (wholesale) ⁶ P Bakery (retail) ⁶ P Banks, savings and loan P Barber and beauty shops ⁶ P Boat building ⁶ C Boat repair and sales ⁶ P Book store ⁶ P Bowling alley/billiards ⁶ P Building, hardware and garden supply store ⁶ P Bus station ⁶ P Cabinet and carpentry shop ⁶ P Candy; confectionery store ⁶ P Cart vendors ⁶ P Cemetery ⁶ X Clothing store ⁶ P Convention center ⁶ P Convention center ⁶ P Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Department store ⁶ P Department store ⁶ P Equipment rental ⁶ P	Automobile service station ⁶	P
Bakery (retail) ⁶ P Banks, savings and loan P Barber and beauty shops ⁶ P Boat building ⁶ C Boat repair and sales ⁶ P Book store ⁶ P Bowling alley/billiards ⁶ P Building, hardware and garden supply store ⁶ P Bus station ⁶ P Cabinet and carpentry shop ⁶ P Candy; confectionery store ⁶ P Cart vendors ⁶ P Cart vendors ⁶ P Coffee shop or cafe ⁶ P Convention center ⁶ P Day care center ⁶ C Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Department store ⁶ P Equipment rental ⁶ P	Automobile wrecking ⁶	X
Banks, savings and loan Barber and beauty shops ⁶ Boat building ⁶ C Boat repair and sales ⁶ P Book store ⁶ P Bowling alley/billiards ⁶ Building, hardware and garden supply store ⁶ P Bus station ⁶ P Cabinet and carpentry shop ⁶ Cart vendors ⁶ P Cart vendors ⁶ P Cometery ⁶ Clothing store ⁶ P Convention center ⁶ Day care center ⁶ Day care, family home ⁶ Department store ⁶ P Equipment rental ⁶ P Equipment rental ⁶ P Eguipment rental ⁶ P C C C C D Boat repair and sales ⁶ P P Bowliding, hardware and garden supply store ⁶ P P Cabinet supply store ⁶ P Coblinet and carpentry shop ⁶ P Convention carpentry store ⁶ P Correctionery store ⁶ P Corvention center ⁶ P Department store ⁶ P Equipment rental ⁶ P	Bakery (wholesale) ⁶	P
Barber and beauty shops ⁶ Boat building ⁶ C Boat repair and sales ⁶ P Book store ⁶ P Bowling alley/billiards ⁶ P Building, hardware and garden supply store ⁶ P Bus station ⁶ Cabinet and carpentry shop ⁶ Candy; confectionery store ⁶ P Cart vendors ⁶ P Cart vendors ⁶ Cemetery ⁶ X Clothing store ⁶ P Convention center ⁶ Day care center ⁶ Day care, adult P Day care, family home ⁶ Department store ⁶ P Equipment rental ⁶ P Equipment rental ⁶ P	Bakery (retail) ⁶	Р
Boat building ⁶ C Boat repair and sales ⁶ P Book store ⁶ P Bowling alley/billiards ⁶ P Building, hardware and garden supply store ⁶ P Bus station ⁶ P Cabinet and carpentry shop ⁶ P Candy; confectionery store ⁶ P Cart vendors ⁶ P Cart vendors ⁶ P Convention store ⁶ P Convention center ⁶ P Day care center ⁶ C Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Department store ⁶ P Equipment rental ⁶ P	Banks, savings and loan	Р
Boat repair and sales ⁶ P Book store ⁶ P Bowling alley/billiards ⁶ P Building, hardware and garden supply store ⁶ P Bus station ⁶ P Cabinet and carpentry shop ⁶ P Candy; confectionery store ⁶ P Cart vendors ⁶ P Cemetery ⁶ X Clothing store ⁶ P Convention center ⁶ P Convention center ⁶ P Day care center ⁶ C Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Department store ⁶ P Equipment rental ⁶ P	Barber and beauty shops ⁶	Р
Book store ⁶ P Bowling alley/billiards ⁶ P Building, hardware and garden supply store ⁶ P Bus station ⁶ P Cabinet and carpentry shop ⁶ P Candy; confectionery store ⁶ P Cart vendors ⁶ P Cemetery ⁶ X Clothing store ⁶ P Coffee shop or cafe ⁶ P Convention center ⁶ P Day care center ⁶ C Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Department store ⁶ P Equipment rental ⁶	Boat building ⁶	С
Bowling alley/billiards ⁶ Building, hardware and garden supply store ⁶ P Bus station ⁶ Cabinet and carpentry shop ⁶ P Candy; confectionery store ⁶ P Cart vendors ⁶ Cemetery ⁶ Clothing store ⁶ P Coffee shop or cafe ⁶ P Convention center ⁶ P Day care center ⁶ Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Equipment rental ⁶ P Equipment rental ⁶	Boat repair and sales ⁶	Р
Building, hardware and garden supply store ⁶ Bus station ⁶ Cabinet and carpentry shop ⁶ P Candy; confectionery store ⁶ P Cart vendors ⁶ P Cemetery ⁶ Clothing store ⁶ P Coffee shop or cafe ⁶ P Convention center ⁶ Day care center ⁶ Day care, family home ⁶ Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Equipment rental ⁶ P Equipment rental ⁶	Book store ⁶	Р
Bus station ⁶ P Cabinet and carpentry shop ⁶ P Candy; confectionery store ⁶ P Cart vendors ⁶ P Cemetery ⁶ X Clothing store ⁶ P Coffee shop or cafe ⁶ P Convention center ⁶ P Day care center ⁶ C Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Equipment rental ⁶ P	Bowling alley/billiards ⁶	Р
Cabinet and carpentry shop ⁶ Pandy; confectionery store ⁶ Cart vendors ⁶ Penetery ⁶ Clothing store ⁶ Coffee shop or cafe ⁶ Ponvention center ⁶ Day care center ⁶ Day care, adult Pondy care, family home ⁶ Day care, mini-center ⁶ Penetery ⁶ Convention center ⁶ Penedery ⁶ Convention center ⁶ Penedery ⁶	Building, hardware and garden supply store ⁶	Р
Candy; confectionery store ⁶ Cart vendors ⁶ Cemetery ⁶ X Clothing store ⁶ P Coffee shop or cafe ⁶ P Convention center ⁶ Day care center ⁶ Day care, adult P Day care, family home ⁶ Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Equipment rental ⁶ P	Bus station ⁶	Р
Cart vendors ⁶ P Cemetery ⁶ X Clothing store ⁶ P Coffee shop or cafe ⁶ P Convention center ⁶ P Day care center ⁶ C Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Equipment rental ⁶ P	Cabinet and carpentry shop ⁶	Р
Cemetery ⁶ Clothing store ⁶ P Coffee shop or cafe ⁶ P Convention center ⁶ P Day care center ⁶ C Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Equipment rental ⁶ P	Candy; confectionery store ⁶	Р
Clothing store ⁶ P Coffee shop or cafe ⁶ P Convention center ⁶ P Day care center ⁶ C Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Equipment rental ⁶ P	Cart vendors ⁶	Р
Coffee shop or cafe ⁶ P Convention center ⁶ Day care center ⁶ Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Equipment rental ⁶ P	Cemetery ⁶	X
Convention center ⁶ P Day care center ⁶ C Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Department store ⁶ P Equipment rental ⁶ P	Clothing store ⁶	Р
Day care center ⁶ Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ Pepartment store ⁶ P Equipment rental ⁶ P	Coffee shop or cafe ⁶	Р
Day care, adult P Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ P Department store ⁶ P Equipment rental ⁶ P	Convention center ⁶	Р
Day care, family home ⁶ X Day care, mini-center ⁶ P Delicatessen (deli) ⁶ Pepartment store ⁶ Equipment rental ⁶ P	Day care center ⁶	С
Day care, mini-center ⁶ Delicatessen (deli) ⁶ Department store ⁶ Equipment rental ⁶ P	Day care, adult	Р
Delicatessen (deli) ⁶ P Department store ⁶ P Equipment rental ⁶ P	Day care, family home ⁶	X
Delicatessen (deli) ⁶ P Department store ⁶ P Equipment rental ⁶ P	Day care, mini-center ⁶	P
Department store ⁶ P Equipment rental ⁶ P		P
Equipment rental ⁶ P		P
		P
		P

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

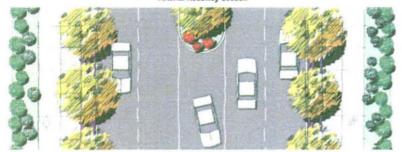
Recycling center ⁶	X
Recycling collection point ⁶	C
Recycling plant ⁶	Х
Research facility ⁶	Р
Restaurant ⁶	Р
Restaurant, fast food ⁶	Р
Roadside produce stand ⁶	X
Sand, soil, gravel sales and storage ⁶	Х
Second-hand/consignment store ⁶	Р
Sexually Oriented Business ^{1,5}	Х
Shoe repair and sales ⁶	Р
Stock broker, brokerage firm	Р
Specialty goods production (e.g. brew pub)	P
Taverns ⁶	Р
Theater, except drive-in ⁶	Р
Truck terminals ⁶	X
Veterinary clinic ⁶	Р
Video rental store ⁶	Р
Warehousing, wholesale and trade ⁶	Р
Warehousing, bulk retail ⁶	Х
Cotton, wool, other fibrous material	Р
Food production or treatment	Р
Foundry	X
Furniture manufacturing	С
Gas, all kinds (natural, liquefied)	Х
Gravel pits/rock quarries	X
Hazardous waste treatment—Off-site	Х
Hazardous waste treatment—On-site	Х
Junkyard/wrecking yard	X
Metal fabrication and assembly	C
Hazardous waste treatment—On-site	X
Paper, pulp or related products	X
Signs or other advertising structures	С
Electronic equipment	X
High-tech industry	Р
Manufacturing of miscellaneous goods (e.g. musical nstruments, toys, vehicle parts)	Х
Optical goods	Р

Packaging of prepared materials	C
Scientific and precision instruments	Р
Auditorium ⁶	Р
Community club ⁶	Р
Church ⁶	P
Golf course/driving range ⁶	Р
Library ⁶	Р
Museum ⁶	P
Recreational vehicle park ⁶	X
Open space ⁶	Р
Park or playground	Р
Sports fields ⁶	Р
Trails	P
College/university ⁶	Р
Elementary school ⁶	P
Junior or senior high school ⁶	Р
Private, public or parochial school ⁶	Р
Trade, technical or business college ⁶	Р
Adult family home	X
Assisted living	X
Bed and breakfast	X
Designated manufactured home	Х
Duplex or two-family dwelling	Х
Group home	Х
Home occupation	Х
Housing for the disabled	Х
Apartment	Χ
Residence accessory to and connected with a business	X
Single-family attached (e.g. rowhouses)	Х
Single-family dwelling	X
Major telecommunication facility ⁶	Х
Minor telecommunication facility	Р
Wireless communications facility ^{3,6}	1
Facilities, minor public	Р
Facility, essential ⁶	С
Railroad tracks and facilities ⁶	X
Temporary sales office for a development ⁴	T

EXHIBIT D STREETSCAPE STANDARDS

FIG. 10. State Frozer (Froger) (Frozer) (Frozer)

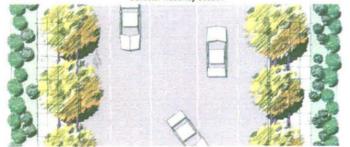
Arterial Roadway Section



Arterial Roadway Plan



Collector Roadway Section



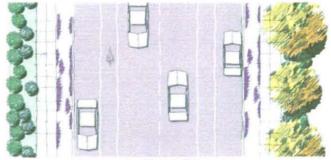
Collector Roadway Plan

Lacamas Northshore

Camas, WA.



Local Roadway Section



Local Roadway Plan

05-18-09







AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: August 19, 2013 / 4:30

COUNCIL MEETING

Consent Agenda

(Yes)

Regular meeting Agenda

(No)

WORKSHOP MEETING

(No)

DEPARTMENT:

Community Development Department

AGENDA ITEM TITLE:

2013 Comprehensive Plan Amendments

AGENDA ITEM DETAILS/DESCRIPTION:

The city received one application from Daley, MacDonald & Mackay (file #CPA13-01), and has carried forward two proposals from the 2012 annual review, which are named North Dwyer Creek (file#CPA12-02) and North Shore (file #CPA12-01). The city also proposes to adopt a Comprehensive Stormwater Drainage Plan. All of the proposed amendments were recommended for approval at individual public hearings before the Planning Commission. A decision on the consolidated amendments is pending.

The map amendments, along with corrections to minor mapping error, are displayed on a draft "Camas Comprehensive Plan" map and a draft "Camas Zoning" map, which are available for review.

RECOMMENDED ACTION:

Set a public hearing date of September 3, 2013, to consider the cumulative impacts of the 2013 Comprehensive Plan amendments.

DEPARTMENT STAFF/PRESENTERS: Sarah Fox, Senior Planner

SUPPORTING DOCUMENTS (name):

- Draft Complan_Aug2013
- Draft Zoning Aug2013
- 2013 CPA Staff report will be forthcoming
- Staff Report on Comprehensive Storm Drainage

SUBMITTED BY: Sarah Fox, Senior Planner