

## City Council Regular Meeting Agenda Tuesday, February 21, 2023, 7:00 PM Council Chambers, 616 NE 4th AVE

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)

**To observe the meeting** (no public comment ability) - go to www.cityofcamas.us/meetings and click "Watch Livestream" (left on page)

**To participate in the meeting** (able to public comment) - go to https://us06web.zoom.us/j/84019673543 (public comments may be submitted to publiccomments@cityofcamas.us)

#### **CALL TO ORDER**

#### PLEDGE OF ALLEGIANCE

#### OATH OF OFFICE

 Oath of Office – Council Member Presenter: Shawn MacPherson, City Attorney

Time Estimate: 5 minutes

#### **ROLL CALL**

#### **PUBLIC COMMENTS**

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

#### **CONSENT AGENDA**

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

- 2. <u>Camas City Council January 27-28, 2023 Special Meeting Minutes, and February 6, 2023 Workshop and Regular Meetings Minutes Approval</u>
- 3. Automated Clearing House and Claim Checks Approved by Finance Committee
- 4. Final Plat Approval for CJ Dens Subdivision Phase 1 (Submitted by Lauren Hollenbeck, Senior Planner)
- 5. \$169,900 HDR, Inc. WWTP Support Services, Task Order No. 3 (Submitted by Rob Charles, Utilities Manager)

- 6. \$79,502 Mott MacDonald Water Rights and Well Development Assistance (Submitted by Rob Charles, Utilities Manager)
- 7. \$140,312.72 for January 2023 Emergency Medical Services (EMS) Write-off Billings; \$121,963.70 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$18,349.02 for Ground Emergency Medical Transport funding. (Submitted by Cathy Huber Nickerson, Finance Director)

#### **NON-AGENDA ITEMS**

- 8. Staff
- 9. Council

#### **MAYOR**

10. Mayor Announcements

**MEETING ITEMS** 

**PUBLIC COMMENTS** 

**CLOSE OF MEETING** 



# City Council Special Meeting Planning Conference Day 1 Minutes Friday, January 27, 2023, 1:00 PM Lacamas Lake Lodge, 227 NW Lake Road

#### **CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 1:00 PM.

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie

Lewallen, and John Nohr

Staff: Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle

Jackson, Mitch Lackey, Trang Lam, Alan Peters, Doug Quinn, Bryan Rachal,

Connie Urquhart, and Steve Wall

Press: No one from the press was present

Doug Quinn welcomed everyone and announced that Connie Urquhart and Jeff Swanson would be co-facilitators.

#### PLANNING CONFERENCE TOPICS

Parameters Around Public Bodies and Council as Part of the City Team
 Presenters: Shawn MacPherson, City Attorney, and Jeff Swanson, Exigy Consulting

MacPherson provided an overview of the Open Public Meetings Act (OPMA) and the roles of policymakers and administration. Swanson facilitated additional discussion.

The meeting recessed at 2:30 PM

The meeting resumed at 2:45 PM

 Overview of City Strategic Priorities and Finding Our Why Presenters: Doug Quinn, City Administrator, Connie Urquhart, Library Director and Jeff Swanson, Exigy Consulting

Quinn, Urquhart, and Swanson conducted a visioning exercise and breakout session regarding prioritization. Discussion ensued.

3. Conclusion and Goals for Day 2
Presenter: Doug Quinn, City Administrator

Quinn summarized Day 1 and outlined the goals for Day 2.

#### **CLOSE OF MEETING**

The meeting closed at 4:45 PM



## City Council Special Meeting Planning Conference Day 2 Minutes Saturday, January 28, 2023, 9:00 AM Lacamas Lake Lodge, 227 NW Lake Road

#### **CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 9:00 AM.

#### **WORKSHOP TOPICS**

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie

Lewallen, and John Nohr

Staff: Carrie Davis, Chamerre Fonacier, Cliff Free, Jennifer Gorsuch, Cathy Huber

Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Alan Peters, Doug Quinn,

Bryan Rachal, Connie Urquhart, and Steve Wall

Press: No one from the press was present

#### PLANNING CONFERENCE TOPICS

Overview of Current Needs and Vision and Planning for the Future
 Presenters: Doug Quinn, City Administrator, Connie Urquhart, Library Director and Jeff Swanson, Exigy Consulting

Quinn, Urquhart, and Swanson conducted an exercise and breakout session related to the strengths and aspirations

The meeting recessed at 11:10 AM

The meeting resumed at 11:25 AM

2. Conclusion

Presenter: Doug Quinn, City Administrator, and Jeff Swanson, Exigy Consulting

Council completed a visioning exercise worksheet. Discussion ensued. Quinn and Swanson summarized the two-day conference.

#### **CLOSE OF MEETING**

The meeting closed at 1:00 PM



## City Council Workshop Minutes Monday, February 06, 2023, 4:30 PM Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Agenda Packet for all item file attachments

#### **CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 4:30 p.m.

#### **ROLL CALL**

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, and

Leslie Lewallen

Excused: Council Member John Nohr

Staff: James Carothers, Rob Charles, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy

Huber Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Alan Peters, Doug

Quinn, Bryan Rachal, Heather Rowley, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record (joined at 4:37 p.m.)

#### **PUBLIC COMMENTS**

Aaron Cliburn commented about the 2023 IAFF Fire-OPS 101 training in May, and invited the Council Members to attend.

#### **WORKSHOP TOPICS**

Community Chest Update
 Presenter: Joelle Scheldorf and Dave Pinkernell, Camas-Washougal Community
 Chest Board Members

This item was for Council's information only.

2. Wastewater Treatment Plant (WWTP) Support Services Presenter: Rob Charles, Utilities Manager

This item will be placed on the January 21, 2023 Consent Agenda for Council's consideration

3. Water Rights and Well Development Assistance Presenter: Rob Charles, Utilities Manager

This item will be placed on the January 21, 2023 Consent Agenda for Council's consideration

#### 4. Parklets Discussion

Presenter: James Carothers, Engineering Manager and Steve Wall, Public Works Director

Carothers and Wall provided an overview Parklets. Discussion ensued. This topic will be reconsidered during future planning efforts.

5. Parks & Recreation Commission 2022 Annual Report Presenter: Ellen Burton, Chair; Steve Lorenz, Past-Chair; Jason Irving, Vice Chair

This item was for Council's information only.

6. Staff Miscellaneous Updates

Presenter: Doug Quinn, City Administrator

Wall commented about the PFAS water test results outreach and thanked staff for their efforts in the city-wide notification process. Discussion ensued.

#### **COUNCIL COMMENTS AND REPORTS**

Hein attended the North Shore Steering Committee and the City Council Planning Conference meetings, thanked work crews for clean-up efforts on the City trails, and reminded everyone about the Ward 2 Town Hall at the J.D. Zellerbach Building on February 7, 2023.

Carter attended a Fire Joint Policy Advisory Committee (JPAC) and the City Council Planning Conference, will attend the Ward 2 Town Hall, and requested that Council meet the citizen volunteers of the City's various Boards and Commissions.

Boerke attended the City Council Planning Conference, will attend the City Council Special Meeting to interview the Council vacancy candidates, and announced the Ward 1 Town Hall at the Camas Library on February 28, 2023.

Lewallen will attend a dinner at Camas Washougal Fire Station (CWFD) Station 41, requested a future workshop topic regarding a comprehensive tree program, and stated that the Ward 3 Town Hall will be scheduled after the vacant Council seat has been filled.

Chaney attended the City Council Planning Conference, commented about the forthcoming Clark Regional Emergency Services Agency (CRESA) assessment, and about JPAC meetings format.

Mayor commented about two ceremonial items tonight's regular agenda and about the JPAC meetings format.

#### **PUBLIC COMMENTS**

Wayne Pattison, Camas, commented about the reopening of the Treasure House and the need for volunteers.

Ellen Burton, Camas, commented about Chaney's years of service.

#### **CLOSE OF MEETING**

The meeting closed at 6:11 p.m.



## City Council Regular Meeting Minutes Monday, February 06, 2023, 7:00 PM Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Agenda Packet for all item file attachments

#### **CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 7:00 p.m.

#### **PLEDGE OF ALLEGIANCE**

#### **ROLL CALL**

Present: Council Members Marilyn Boerke, Don Chaney, Tim Hein, and Leslie Lewallen

Excused: Council Members Bonnie Carter and John Nohr

Staff: James Carothers, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber

Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Shawn MacPherson, Alan Peters, Doug Quinn, Bryan Rachal, Heather Rowley, Connie Urquhart, and Steve

Wall

Press: No one from the press was present

#### **PUBLIC COMMENTS**

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

Randal Friedman, Camas, commented about public energy use and solar power.

Deborah Nagano, Camas, commented.

John Ley commented about agenda item 11, the AFSCME Collective Bargaining Agreement.

#### **CEREMONIAL ITEM**

1. Recognition of 25-Year Anniversary for Scot Boyles, Police Sergeant Presenter: Mitch Lackey, Police Chief

Lackey thanked Boyles for his years of service and presented him with his 25-Year Service pin.

#### **CONSENT AGENDA**

2. January 17, 2023 Camas City Council Workshop and Regular Meeting Minutes

- 3. \$949,743.65 Automated Clearing House and Claim Checks Numbered 153161 to 153312; \$2,985,705.77 Automated Clearing House, Direct Deposit and Payroll Accounts Payable Checks Numbered 153186 through 153193
- 4. W. Todd Pascoe Indigent Defense Services Contract Amendment 1 (Submitted by Jennifer Gorsuch, Administrative Services Director)

It was moved by Chaney, and seconded, to approve the Consent Agenda. The motion carried unanimously.

#### **NON-AGENDA ITEMS**

5. Staff

There were no updates from staff.

6. Council

Hein reminded everyone about the Ward 2 Town Hall on February 7, 2023.

Lewallen congratulated Chaney regarding his recognition for 50 years of service to the City.

Boerke thanked Library Director Connie Urquhart for facilitating the City Council Planning Conference.

#### **MAYOR**

- 7. Mayor Announcements
- 8. Council Member Don Chaney 50-Years of Service Recognition

Mayor Hogan thanked Chaney for his years of service and presented him with an ceremonial plaque.

9. Black History Month Proclamation

Mayor Hogan proclaimed February as Black History Month in the City of Camas.

#### **MEETING ITEMS**

10. Ordinance No. 23-001 Relating to Compost Procurement Requirements Presenter: James Carothers, Engineering Manager

It was moved by Hein, and seconded, that Ordinance No. 23-001 be adopted and published according to law. The motion carried unanimously.

11. 2023-2026 Collective Bargaining Agreement between the City of Camas and AFSCME. Local 307CC

Presenter: Jennifer Gorsuch, Administrative Services Director

It was moved by Hein, and seconded, to approve the 2023-2026 AFSCME, Local 307CC Collective Bargaining Agreement as presented and authorize the Mayor and City Administrator to sign this 3-year agreement. The motion carried unanimously.

#### **PUBLIC COMMENTS**

Brian Wiklem, Camas, commented about an earlier public comment.

#### **EXECUTIVE SESSION**

12. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

Mayor Hogan stated that the Executive Session was scheduled to last approximately 10 minutes.

Mayor Hogan recessed the meeting at 7:50 p.m.

The Council met in Executive Session regarding potential litigation. Elected officials present were Mayor Hogan and Council Members Boerke, Chaney, Hein, and Lewallen. Others present were City Attorney Shawn MacPherson, City Administrator Doug Quinn, and Engineering Manager James Carothers.

Mayor Hogan reconvened the meeting at 8:00 p.m.

#### **CLOSE OF MEETING**

The meeting closed at 8:00 p.m.



## **Staff Report - Consent Agenda**

February 21, 2023, Council Regular Meeting

Final Plat Approval for CJ Dens Subdivision Phase 1 (Submitted by Lauren Hollenbeck, Senior Planner)

Phone	Email
360.817. 1568	lhollenbeck@cityofcamas.us

**BACKGROUND:** CJ Dens is a three phased subdivision located north of Leadbetter Road and east of the Deerhaven subdivision. The agenda item includes Phase 1 of the development.

LOCATION: 715 SE Leadbetter Road

Parcel Numbers 177906000, 178172000, 178236000

OWNER: Arroyo Cap II-1, LLC

18575 Jamboree Road, Suite 350

Irvine, California 92612

ZONING: Single Family Residential (R-7.5)

TOTAL SITE AREA: 49.62 acres

LOTS: 71 residential lots in Phase 1

**SUMMARY:** A public hearing before the Hearings Examiner was held on May 25, 2021, and a land use decision with conditions of approval was issued for the CJ Dens subdivision on July 16, 2021.

The applicant is requesting final plat approval as most of the site improvements have been completed and is proposing to bond for the remaining site improvements per Camas Municipal Code (CMC) section 17.21.040.

Staff has reviewed the final plat drawings, lot closures, CC&R's and all other associated final platting documents including the bonding.

#### FINAL PLAT APPROVAL CRITERIA (CMC 17.21.060.E):

- 1. That the proposed final plat bears the required certificates and statements of approval;
- 2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate;
- 3. That the facilities and improvements required to be provided by the

developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat an improvement bond or other security in conformance with CMC 17.21.040;

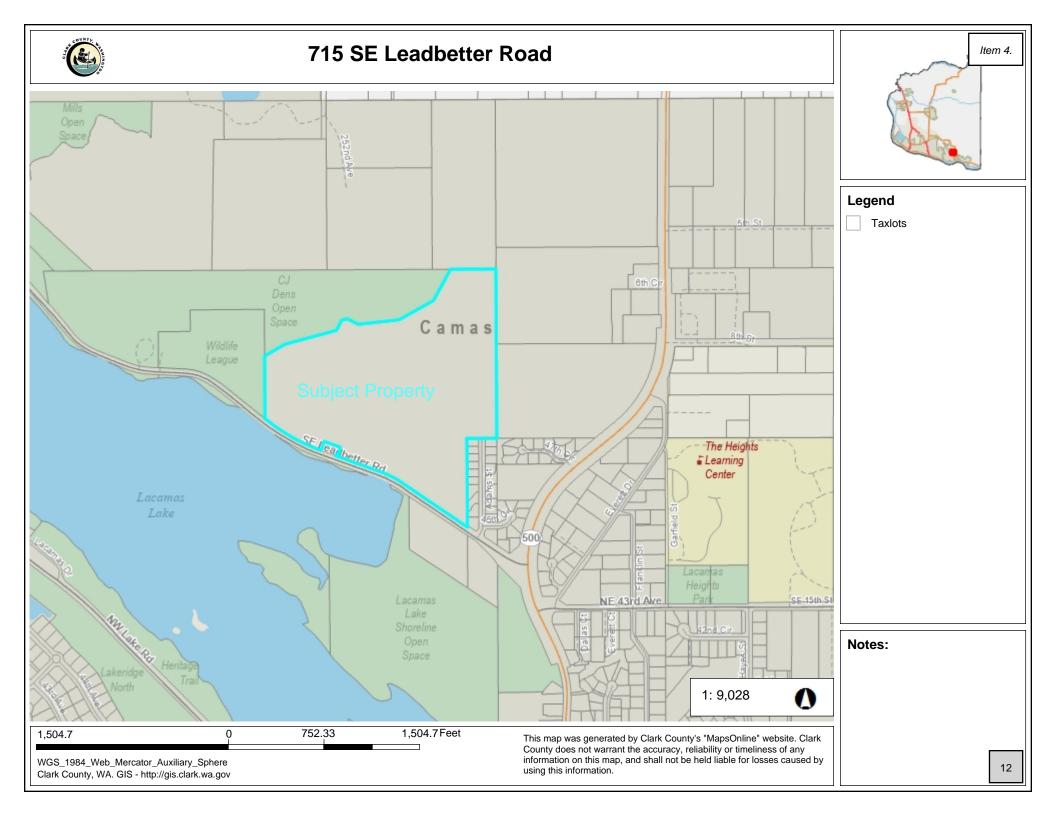
- 4. That the plat is certified as accurate by the land surveyor responsible for the plat;
- 5. That the plat is in substantial conformance with the approved preliminary plat; and
- 6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval.

**Finding:** Staff finds the submitted plat meets the requirements of CMC 17.21.060.E listed above, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.

**BENEFITS TO THE COMMUNITY:** The development of this site implements several Comprehensive Plan goals and policies, including the Park and Open Space Comprehensive Plan and the Camas Municipal Code, as discussed in the staff report to the Hearings Examiner.

**BUDGET IMPACT:** Revenues will be generated from building permits issued for the 71 new residential lots.

**RECOMMENDATION:** Staff recommends that Council approve the final plat for CJ Dens Phase 1.



## PERIMETER LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 34, AND THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 35. TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF Section 34 South 00°15'40" East 1320.01 Feet to the Southeast Corner of the Northeast Quarter of the NORTHEAST QUARTER OF SAID SECTION 34: THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 NORTH 89'50'07" EAST 970.30 FEET TO THE NORTHERLY NORTHWEST CORNER OF THE TRACT PER AUDITOR'S FILE NUMBER 5952433; THENCE ALONG THE NORTHWEST LINE OF SAID TRACT SOUTH 28'59'25" WEST 51.52 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWEST LINE NORTH 89"50"07" EAST 211.89 FEET; THENCE SOUTH 04'38'29" WEST 9.49 FEET: THENCE SOUTH 14'00'03" WEST 122.83 FEET: THENCE SOUTH 23'52'41" WEST 106.18 FEET; THENCE SOUTH 24"28"38" WEST 59.80 FEET; THENCE SOUTH 37"51"45" WEST 66.09 FEET; THENCE SOUTH 52'09'31" WEST 118.96 FEET; THENCE SOUTH 76"12'31" WEST 172.58 FEET; THENCE SOUTH 79"31'15" WEST 69.44 FEET; THENCE SOUTH 13'47'29" EAST 104.01 FEET; THENCE NORTH 76"12"31" EAST 3.26 FEET; THENCE SOUTH 13'47'29" EAST 162.00 FEET; THENCE NORTH 7672'31" EAST 16.22 FEET; THENCE SOUTH 0019'34" EAST 99.80 FEET; THENCE SOUTH 13'17'03" WEST 15.00 FEET; THENCE SOUTH 76'42'57" EAST 12.59 FEET; THENCE SOUTH 13'17'03" WEST 152.00 FEET; THENCE NORTH 76'42'57" WEST 240.00 FEET; THENCE SOUTH 13'17'03" WEST 88.74 FEET; THENCE SOUTH 24'40'04" WEST 10.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIAL: NORTH 24'40'04" EAST) WITH A RADIUS OF 74.00 FEET, A DELTA OF 19'50'43", A LENGTH OF 25.63, AND A CHORD OF NORTH 55"24'35" WEST 25.50 FEET; THENCE NORTH 44'30'47" EAST 25.50 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIAL: NORTH 44'30'47" EAST) WITH A RADIUS OF 48.50 FEET, A DELTA OF 48'45'42", A LENGTH OF 41.28 FEET, AND A CHORD OF NORTH 21'06'22" WEST 40.04 FEET; THENCE NORTH 03'16'29" EAST 10.09 FEET; THENCE NORTH 86'43'31" WEST 37.00 FEET; THENCE SOUTH 03"16'29" WEST 10.09 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 85.50 FEET, A DELTA OF 04'32'50", A LENGTH OF 6.79 FEET, AND A CHORD OF SOUTH 01'00'04" WEST 6.78 FEET; THENCE SOUTH 88'43'39" WEST 97.93 FEET; THENCE SOUTH 33'01'43" WEST 104.58 FEET; THENCE SOUTH 56'58'17" EAST 60.00 FEET; THENCE SOUTH 32"54"03" EAST 70.65 FEET: THENCE SOUTH 58"01"57" EAST 100.78 FEET: THENCE SOUTH 76"42"57" EAST 371.63 FEET; THENCE NORTH 76"16"02" EAST 35.88 FEET; THENCE SOUTH 17"10"23" EAST 54.47 FEET; THENCE SOUTH 54'21'17" WEST 20.00 FEET; THENCE SOUTH 35'38'43" EAST 10.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIAL: SOUTH 54'06'45" WEST) WITH A RADIUS OF 30.00 FEET, A DELTA OF 84'58'16", A LENGTH OF 44.49 FEET AND A CHORD OF SOUTH 06'35'53" WEST 40.52 FEET; THENCE SOUTH 54'21'17" WEST 12.76 FEET; THENCE SOUTH 35'38'43" EAST 20.00 FEET: THENCE SOUTH 54'21'17" WEST 2.69 FEET: THENCE SOUTH 09'55'05" EAST 114.33 FEET: THENCE NORTH 66"25"49" EAST 81.26 FEET; THENCE NORTH 55"50"51" EAST 183.56 FEET TO THE WEST LINE OF THE PLAT "DEERHAVEN PHASE 1" (311-573); THENCE ALONG SAID WEST LINE SOUTH 00'36'46" EAST 592.05 FEET TO THE NORTHERLY RIGHT-OF-WAY OF NE LEADBETTER ROAD (30.00 FEET FROM CENTERLINE); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 984.92 FEET, A DELTA OF 00°00'56", A LENGTH OF 0.27 FEET, AND A CHORD OF NORTH 55"57"07" WEST 0.27 FEET TO A POINT OF TANGENCY: THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 55'57'35" WEST 636.64 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 602.80 FEET, A DELTA OF 1415'00", A LENGTH OF 149.92 FEET, AND A CHORD OF NORTH 63"05"05" WEST 149.54 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 7012'35" WEST 401.88 FEET TO THE SOUTHEAST CORNER OF AUDITOR'S FILE NUMBER 5609467; THENCE ALONG THE BOUNDARY OF SAID AUDITOR'S FILE NUMBER 5609467 NORTH 64'47'42" EAST 28.29 FEET; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 19"48"O2" EAST 54.00 FEET; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 7013'28" WEST 139.09 FEET; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 18'04'17" WEST 74.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 70"12"35" WEST 13.11 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1402.62 FEET, A DELTA OF 18'36'00", A LENGTH OF 455.33 FEET, AND A CHORD OF NORTH 60'54'35" WEST 453.34 FEET THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 51"36"35" WEST 37.51 FEET TO THE WEST LINE OF THE TRACT PER AUDITOR'S FILE NUMBER 5952433; THENCE ALONG SAID WEST LINE NORTH 00"16'00" WEST 493.12 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG THE NORTHWEST LINE OF SAID TRACT NORTH 59°59'25" EAST 182.00 FEET; THENCE CONTINUING ALONG SAID NORTHWEST LINE NORTH 74'59'25" EAST 420.00 FEET; THENCE CONTINUING ALONG SAID NORTHWEST LINE NORTH 27'59'25" EAST 90.00 FEET; THENCE CONTINUING ALONG SAID NORTHWEST LINE NORTH 79'59'25" EAST 43.00 FEET; THENCE CONTINUING ALONG SAID NORTHWEST LINE SOUTH 65'00'35" EAST 95.00 FEET; THENCE CONTINUING ALONG SAID NORTHWEST LINE NORTH 83'59'25" EAST 320.00 FEET; THENCE CONTINUING ALONG SAID NORTHWEST LINE NORTH 60"59"25" EAST 310.00 FEET: THENCE CONTINUING ALONG SAID NORTHWEST LINE NORTH 28"59"25" EAST 227.89 FEET TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 32.05 ACRES.

## FUTURE DEVELOPMENT TRACT LEGAL DESCRIPTION

THE FUTURE DEVELOPMENT TRACT (PRELIMINARILY APPROVED AS CJ DENS SUBDIVISION PHASES 2 AND MAY BE WITHDRAWN FROM CJ DENS SUBDIVISION PHASE 1, A PLAT COMMUNITY. SÚBJECT TO DEVELOPMENT RIGHTS TO ADD UNITS THAT WILL RESULT IN A REALLOCATION OF ALLOCATED INTERESTS.

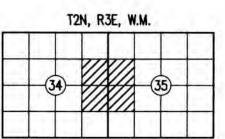
LOCATED IN THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 34. AND THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 34 SOUTH 00°15'40" EAST 1320.01 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 NORTH 89'50'07" EAST 970.30 FEET TO THE NORTHERLY NORTHWEST CORNER OF THE TRACT PER AUDITOR'S FILE NUMBER 5952433 AND THE POINT OF BEGINNING; THENCE ALONG NORTHWEST LINE OF SAID TRACT SOUTH 28'59'25" WEST 51.52 FEET: THENCE LEAVING SAID NORTHWEST LINE NORTH 89'50'07" EAST 211.89 FEET: THENCE SOUTH 04'38'29" WEST 9.49 FEET; THENCE SOUTH 14'00'03" WEST 122.83 FEET; THENCE SOUTH 23'52'41" WEST 106.18 FEET: THENCE SOUTH 24"28'38" WEST 59.80 FEET: THENCE SOUTH 37"51'45" WEST 66.09 FEET: THENCE SOUTH 52'09'31" WEST 118.96 FEET; THENCE SOUTH 76"12'31" WEST 172.58 FEET; THENCE SOUTH 79'31'15" WEST 69.44 FEET; THENCE SOUTH 13'47'29" EAST 104.01 FEET: THENCE NORTH 76"12'31" EAST 3.26 FEET: THENCE SOUTH 13'47'29" EAST 162.00 FEET; THENCE NORTH 76"12"31" EAST 16.22 FEET; THENCE SOUTH 00"19"34" EAST 99.80 FEET; THENCE SOUTH 13"17'03" WEST 15.00 FEET; THENCE SOUTH 76"42"57" EAST 12.59 FEET; THENCE SOUTH 13"17'03" WEST 152.00 FEET; THENCE NORTH 76'42'57" WEST 240.00 FEET; THENCE SOUTH 13'17'03" WEST 88.74 FEET; THENCE SOUTH 24'40'04" WEST 10.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIAL: NORTH 24"40"04" EAST) WITH A RADIUS OF 74.00 FEET, A DELTA OF 19'50'43", A LENGTH OF 25.63, AND A CHORD OF NORTH 55'24'35" WEST 25.50 FEET; THENCE NORTH 44'30'47" EAST 25.50 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIAL: NORTH 44'30'47" EAST) WITH A RADIUS OF 48.50 FEET, A DELTA OF 48'45'42", A LENGTH OF 41.28 FEET, AND A CHORD OF NORTH 21'06'22" WEST 40.04 FEET; THENCE NORTH 03"16'29" EAST 10.09 FEET; THENCE NORTH 86'43'31" WEST 37.00 FEET; THENCE SOUTH 03"16'29" WEST 10.09 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 85.50 FEET, A DELTA OF 04'32'50", A LENGTH OF 6.79 FEET, AND A CHORD OF SOUTH 01'00'04" WEST 6.78 FEET; THENCE SOUTH 88'43'39" WEST 97.93 FEET; THENCE SOUTH 33'01'43" WEST 104.58 FEET; THENCE SOUTH 56'58'17" EAST 60.00 FEET; THENCE SOUTH 32'54'03" EAST 70.65 FEET; THENCE SOUTH 58'01'57" EAST 100.78 FEET; THENCE SOUTH 76'42'57" EAST 371.63 FEET: THENCE NORTH 76"16"02" EAST 35.88 FEET: THENCE SOUTH 17"10"23" EAST 54.47 FEET: THENCE SOUTH 54'21'17" WEST 20.00 FEET; THENCE SOUTH 35'38'43" EAST 10.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIAL: SOUTH 54'06'45" WEST) WITH A RADIUS OF 30.00 FEET, A DELTA OF 84'58'16", A LENGTH OF 44.49 FEET, AND A CHORD OF SOUTH 06'35'53" WEST 40.52 FEET; THENCE SOUTH 54"21'17" WEST 12.76 FEET; THENCE SOUTH 35'38'43" EAST 20.00 FEET; THENCE SOUTH 54'21'17" WEST 2.69 FEET; THENCE SOUTH 09'55'05" EAST 114.33 FEET; THENCE NORTH 66"25"49" EAST 81.26 FEET: THENCE NORTH 55"50"51" EAST 183.56 FEET TO THE WEST LINE OF THE PLAT 'DEERHAVEN PHASE 1" (311-573); THENCE ALONG SAID WEST LINE NORTH 00'36'46" WEST 41.88 FEET; THENCE ALONG THE WEST LINE OF AUDITOR'S FILE NO. 5864948 NORTH 02'52'33" WEST 61.95 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID AUDITOR'S FILE NO. 5864948 AND SAID PLAT NORTH 89'51'09" EAST 236.13 FEET TO THE NORTHEAST CORNER OF SAID PLAT; THENCE ALONG THE EAST LINE OF THE TRACT PER AUDITOR'S FILE NUMBER 5952433 NORTH 00°08'32" WEST 953.91 FEET; THENCE ALONG THE WEST LINE OF SAID AUDITOR'S FILE NUMBER 5865721 NORTH 00"31"29" WEST 79.06 FEET: THENCE CONTINUING ALONG SAID WEST LINE NORTH 00"12"03" WEST 287.64 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 SOUTH 89'50'07" WEST 352.79 FEET TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 17.56 ACRES.

## PLAT NOTES

- 1. A HOMEOWNER'S ASSOCIATION (HOA) WILL BE REQUIRED FOR THIS DEVELOPMENT. THE DECLARATION (CC&R'S) OF THE CJ DENS SUBDIVISION PHASE 1 WAS RECORDED UNDER CLARK COUNTY RECORDING NUMBER COPIES OF THE CC&R'S SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS.
- 2. THE HOMEOWNER'S ASSOCIATION (HOA) IS RESPONSIBLE FOR MAINTAINING ALL PRIVATE ROADS AND ASSOCIATED INFRASTRUCTURE IN THIS SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE PAVEMENT, CURBS, SIDEWALKS, WALLS, LANDSCAPING, STREET LIGHTS, AND STORM DRAINAGE UTILITIES.
- 3. AN ACCESS AND UTILITY MAINTENANCE EASEMENT IS PROVIDED TO THE CITY OF CAMAS OVER THE PRIVATE STREET TRACTS FOR THE INSPECTION, MAINTENANCE AND OPERATION OF SAID PUBLIC WATER AND SANITARY SEWER LINES.
- 4. THE FOLLOWING SETBACKS SHALL APPLY TO ALL LOTS EXCEPT LOTS 46 AND 47 (SEE PLAT NOTE 28 BELOW): FRONT YARD 10-FEET, FRONT YARD GARAGE 20-FEET, REAR YARD 15-FEET, SIDE YARD 5-FEET, CORNER REAR YARD 5-FEET, SIDE YARD FLANKING A STREET 10-FEET. GARAGE SETBACK FROM FRONT OF DWELLING IS 5-FEET. LOT COVERAGE IS 50%.
- 5. NO FURTHER SHORT PLATTING OR SUBDIVIDING WILL BE PERMITTED ONCE THE FINAL PLATTING OF THE FUTURE DEVELOPMENT TRACT (PRELIMINARILY APPROVED AS CJ DENS SUBDIVISION PHASES 2 AND 3) HAS BEEN COMPLETED.
- 6. A FINAL OCCUPANCY PERMIT WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND ACCEPTED
- 7. THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING UNIT WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE OR AS OTHERWISE PROVIDED BY THE CITY.
- 8. PRIOR TO THE BUILDING DEPARTMENT ISSUING A CERTIFICATE OF OCCUPANCY, EACH LOT SHALL INSTALL A MINIMUM OF ONE 2" CALIPER TREE TO BE LOCATED IN THE PLANTER STRIP AS SPECIFIED ON THE PLAT. SPECIFIED TREES SHALL BE MAINTAINED IN GOOD HEALTH, AND DAMAGED OR DYING TREES SHALL BE PROMPTLY REPLACED (WITHIN SIX MONTHS) BY THE HOMEOWNER.
- 9. AUTOMATIC FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13D ARE REQUIRED IN ALL STRUCTURES.
- 10. ILLEGALLY PARKED VEHICLES MAY BE SUBJECT TO TOWING OR OTHER PRIVATE PARKING ENFORCEMENT MEASURES IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THE HOA DOCUMENTS.
- 11. PRIOR TO OCCUPANCY FOR EACH HOME WITH AN IRRIGATION SYSTEM, THE BUILDER SHALL SUBMIT ACCEPTABLE BACK FLOW DEVICE (BFD) TESTING FOR EACH IRRIGATION METER INSTALLED AND PROVIDE SAID TESTING RESULTS TO THE CITY.
- 12. LOTS 12-28 SHALL DIRECT OUTDOOR LIGHTING AND SPEAKERS AWAY FROM THE WETLAND.
- 13. TREE TOPPING IS PROHIBITED.
- 14. THE LOTS WITHIN THIS SUBDIVISION ARE LOCATED WITHIN AIRPORT AFFECTED AREA ZONE C.
- 15. TRACTS A, B, AND J ARE NATURAL AREA TRACTS THAT ARE TO BE OWNED AND MAINTAINED BY THE HOA. THESE TRACTS ARE TO REMAIN IN A NATURAL STATE, ANY MAINTENANCE ACTIVITIES WITHIN THE NATURAL AREA TRACTS, INCLUDING REMOVAL OF INVASIVE SPECIES AND DEAD OR DYING TREES, WILL REQUIRE PRIOR APPROVAL FROM THE CITY.
- 16. AN EASEMENT IS HEREBY GRANTED TO THE CITY OF CAMAS FOR OWNERSHIP AND MAINTENANCE OF THE T-3 TRAIL LOCATED IN TRACTS A AND B AS
- 17. TRACTS C. D. G. AND I ARE PRIVATE PARKING AREAS TO BE OWNED AND MAINTAINED BY THE HOA.
- 18. TRACT E IS A PRIVATE ACCESS ROAD TO BE OWNED AND MAINTAINED BY THE HOA. TRACT E IS SUBJECT TO A SANITARY SEWER EASEMENT TO THE CITY OF CAMAS.
- 19. TRACTS F AND H ARE OPEN SPACE TRACTS, WHICH ARE INTENDED FOR PASSIVE AND RECREATIONAL USES, TO BE OWNED AND MAINTAINED BY THE HOA.
- 20. A VARIABLE WIDTH PRIVATE STORMWATER EASEMENT OVER LOTS 1 THROUGH 12 AND TRACT B IS HEREBY GRANTED AND CONVEYED TO LOTS 1 THROUGH 13. LOTS 1 THROUGH 13 SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID FASEMENT USED IN COMMON, WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR.
- 21. A 10.00 FOOT PRIVATE STORMWATER EASEMENT OVER TRACT A AND LOT 66 IS HEREBY GRANTED AND CONVEYED TO LOT 66 AND THE FUTURE DEVELOPMENT TRACT. LOT 66 AND ANY LOTS CREATED ON THE FUTURE DEVELOPMENT TRACT THAT USE THE EASEMENT SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON. WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR. NEITHER THE FUTURE DEVELOPMENT TRACT NOR LOTS CREATED THEREON SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR OR RESTORATION UNTIL THEY BEGIN USING THE DRAINAGE FACILITIES WITHIN THE EASEMENT.
- 22. A 10.00 FOOT PRIVATE STORMWATER EASEMENT OVER LOTS 67 THROUGH 71 IS HEREBY GRANTED AND CONVEYED TO LOTS 68 THROUGH 71 AND THE FUTURE DEVELOPMENT TRACT. LOTS 67 THROUGH 71 AND ANY LOTS CREATED ON THE FUTURE DEVELOPMENT TRACT THAT USE THE EASEMENT SHALL. SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON. WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID FASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR. NEITHER THE FUTURE DEVELOPMENT TRACT NOR LOTS CREATED THEREON SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR OR RESTORATION UNTIL THEY BEGIN USING THE DRAINAGE FACILITIES WITHIN THE EASEMENT.
- 23. A 10.00 FOOT/VARIABLE WIDTH PRIVATE STORMWATER EASEMENT OVER LOT 30 IS HEREBY GRANTED AND CONVEYED TO THE FUTURE DEVELOPMENT TRACT. LOT 30 AND ANY LOTS CREATED ON THE FUTURE DEVELOPMENT TRACT THAT USE THE EASEMENT SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON, WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR. NEITHER THE FUTURE DEVELOPMENT TRACT NOR LOTS CREATED THEREON SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR OR RESTORATION UNTIL THEY BEGIN USING THE DRAINAGE FACILITIES WITHIN THE EASEMENT.
- 24. A VARIABLE WIDTH PRIVATE STORMWATER EASEMENT OVER TRACT A AND LOTS 46 THROUGH 53 IS HEREBY GRANTED AND CONVEYED TO LOTS 46 THROUGH 53. LOTS 46 THROUGH 53 SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON, WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR.
- 25. LOTS 1-6 AND 46-48 SHALL DIRECT OUTDOOR LIGHTING DOWN AND AWAY FROM THE SHORELINE IN ORDER TO PROTECT THE NIGHT SKY, AS REQUIRED BY SECTION 5.7.1(9) OF THE SMP.
- 26. TRACTS A, B, D, AND H ARE SUBJECT TO A STORMWATER ACCESS EASEMENT TO THE CITY OF CAMAS FOR INSPECTION PURPOSES ONLY.
- 27. TRACTS F AND G ARE SUBJECT TO PRIVATE SANITARY SEWER AND STORMWATER EASEMENTS FOR THE BENEFIT OF LOTS 31-44 OVER THEIR ENTIRETY.
- 28. THE FOLLOWING SETBACKS SHALL APPLY TO LOTS 46 AND 47: FRONT YARD 15-FEET, FRONT YARD GARAGE SETBACK 25-FEET.
- 29. PER CITY OF CAMAS CODE SECTION 16.51.240, NATURAL OPEN SPACE CRITICAL AREAS ARE TO BE MAINTAINED IN A NATURAL STATE, REFER TO THE CONSERVATION COVENANT RECORDED UNDER CLARK COUNTY AUDITOR'S FILE NUMBER FOR LIMITATIONS ON THE MAINTENANCE AND USE OF THE NATURAL OPEN SPACE CRITICAL AREAS IDENTIFIED ON THE FACE OF THIS PLAT.
- 30. A 20.00-FOOT ACCESS, MAINTENANCE, AND SANITARY SEWER EASEMENT IS PROVIDED TO THE CITY OF CAMAS OVER TRACT A AND THE UTILITY ACCESS
- 31. THE STORM TREATMENT STRUCTURES LOCATED IN TRACTS A, B, D, AND H ARE TO BE OWNED AND MAINTAINED BY THE HOA/PLAT COMMUNITY. THE CITY OF CAMAS IS GRANTED AN ACCESS EASEMENT FOR INSPECTION PURPOSES.
- 32. A 20.00 FOOT PRIVATE STORMWATER EASEMENT OVER TRACT A IS HEREBY GRANTED AND CONVEYED TO LOTS 59-66 AND THE FUTURE DEVELOPMENT TRACT. LOTS 59-66 AND ANY LOTS CREATED ON THE FUTURE DEVELOPMENT TRACT THAT USE THE EASEMENT SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON, WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR. NEITHER THE FUTURE DEVELOPMENT TRACT NOR LOTS CREATED THEREON SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR OR RESTORATION UNTIL THEY BEGIN USING THE DRAINAGE FACILITIES WITHIN THE EASEMENT.



## CJ DENS SUBDIVISION PHASE 1

(A PLAT COMMUNITY AS DEFINED IN WUCIOA)

LOCATED IN THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 34, AND THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON

> (FINAL ORDER #SUB20-02) DECEMBER 2022

DECLARANT DECLARATION:	
THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE	
DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED CJ DENS SUBDIVISION PHASE 1, A PLAT	
COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON	
UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS	
MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR CJ DENS SUBDIVISION, RECORDED UNDER CLARK COUNTY RECORDING NO.	
ARROYO CAP II-1, LLC,	

BY:	
NAME:	
TITLE:	
ACKNOWLEDGMENT	

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT; ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT, AS AUTHORIZED SIGNATOR OF ARROYO CAP II-1, LLC. A DELAWARE LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

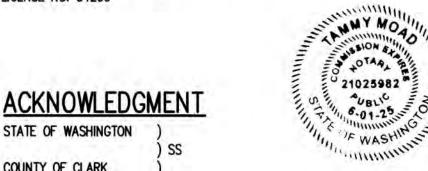
NOTARY SIGNAT	URE	
DATED:		
PRINTED NAME:		
NOTARY PUBLIC	IN AND FOR	THE STATE OF
MY COMMISSION	EXPIRES	

LAND SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ARROYO CAP II-1, LLC, IN MAY, 2022. I HEREBY CERTIFY THAT THIS MAP FOR "CJ DENS SUBDIVISION PHASE 1" IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

Jan	12/13/27
JAMES O. HANNON	713/22
PROFESSIONAL LAND SURVEYOR	
LICENSE NO. 54200	

STATE OF WASHINGTON



COUNTY OF CLARK SIGNED OR ATTESTED BEFORE ME ON /2 · /3 · 2 BY JAMES O. HANNON.

Dammy Moad OTARY SIGNATURE	
OTARY SIGNATURE U	
ATED: 12.13.22	
RINTED NAME: TAMMY MOAD	
OTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON	
Y COMMISSION EXPIRES 6.1.2025	

## CITY OF CAMAS MAYOR

CITY OF CAMAS MAYOR	DATE

## CITY OF CAMAS FINANCE DIRECTOR THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE

AID IN FULL AT THE DATE OF CERTIFICATION.	
ttested by:	
CITY OF CAMAS FINANCE DIRECTOR	DATE

## CITY OF CAMAS COMMUNITY DEVELOPMENT

APPROVED BY:	
CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE	DATE

## CITY OF CAMAS PUBLIC WORKS DEPARTMENT

A) ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED IN ACCORDANCE WITH THE REQUIREMENTS OF CMC TITLE 17 AND THE PRELIMINARY PLAT APPROVAL;

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

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

			_	
CITY OF	CAMAS	<b>ENGINEER</b>	OR	DESIGNEE

CAMAS-WASHOUGAL	FIRE	DEPARTMENT	

APPROVED BY	Y:		
	CAMAS-WASHOLIGAL FIRE CHIFF OR DESIGNEE	DATE	

## CLARK COUNTY ASSESSOR THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS "CJ DENS SUBDIVISION PHASE 1" PLAT NO. CLARK COUNTY,

CLARK COUNTY ASSESSOR DATE

## **CLARK COUNTY AUDITOR**

FILED FOR RECORD	THIS	-		DAY OF			, 2022
IN BOOK	OF	PLATS,	AT PAGE		, AT THE	REQUEST	OF ARROYO CA
II−1, LLC.							
AUDITOR'S FILE NUM	MBER						

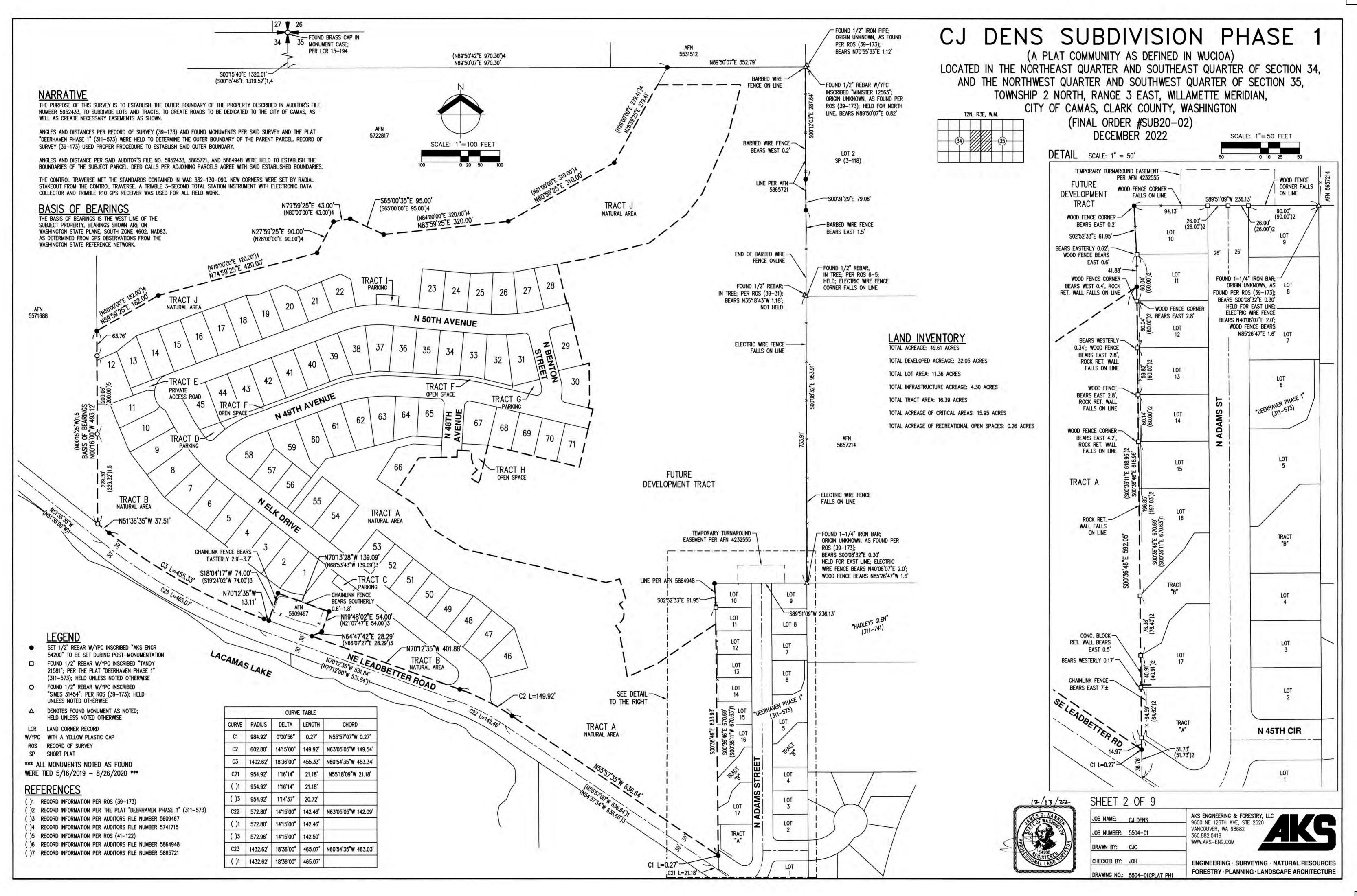
COUNTY AUDITOR

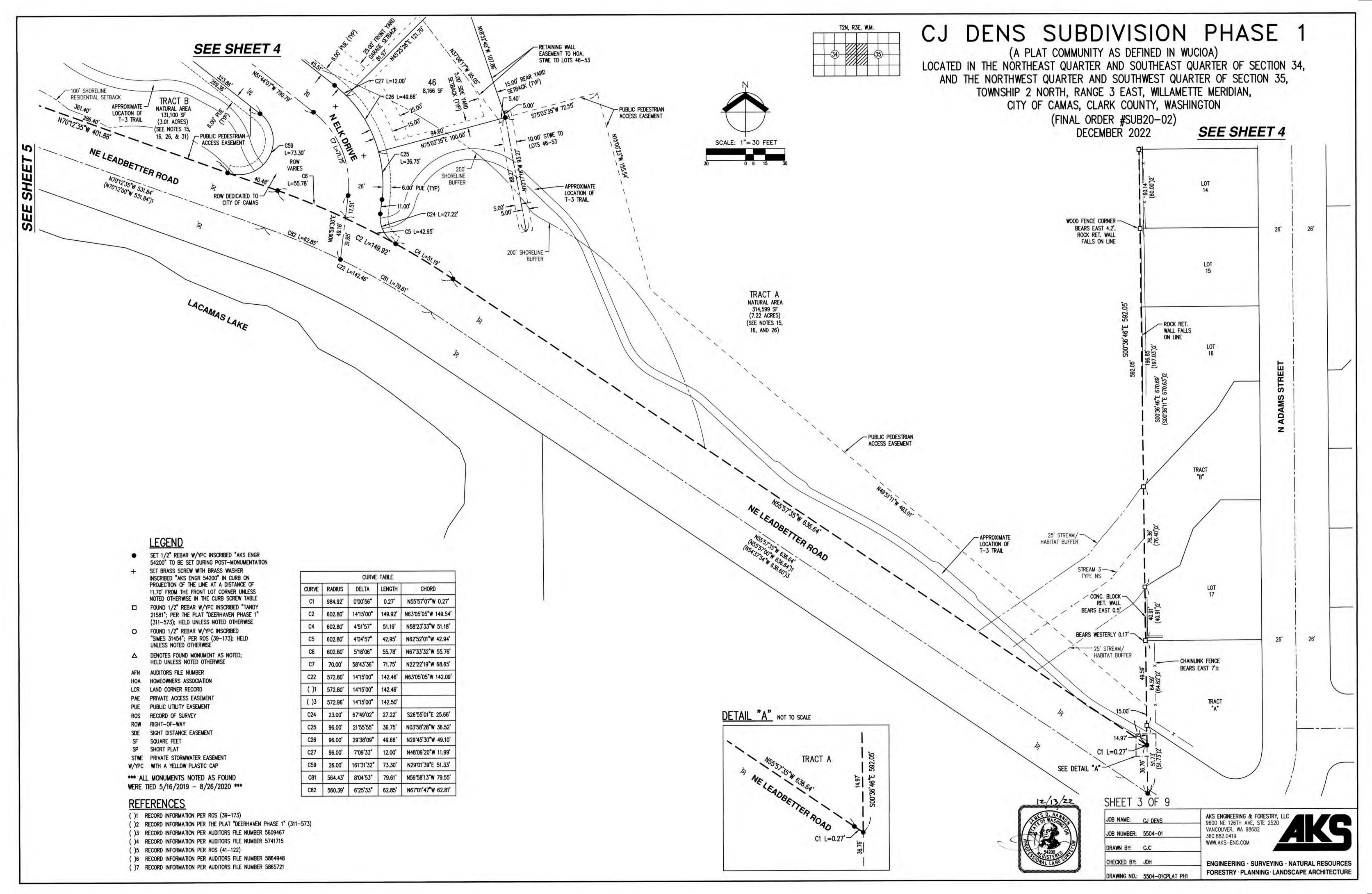
WASHINGTON

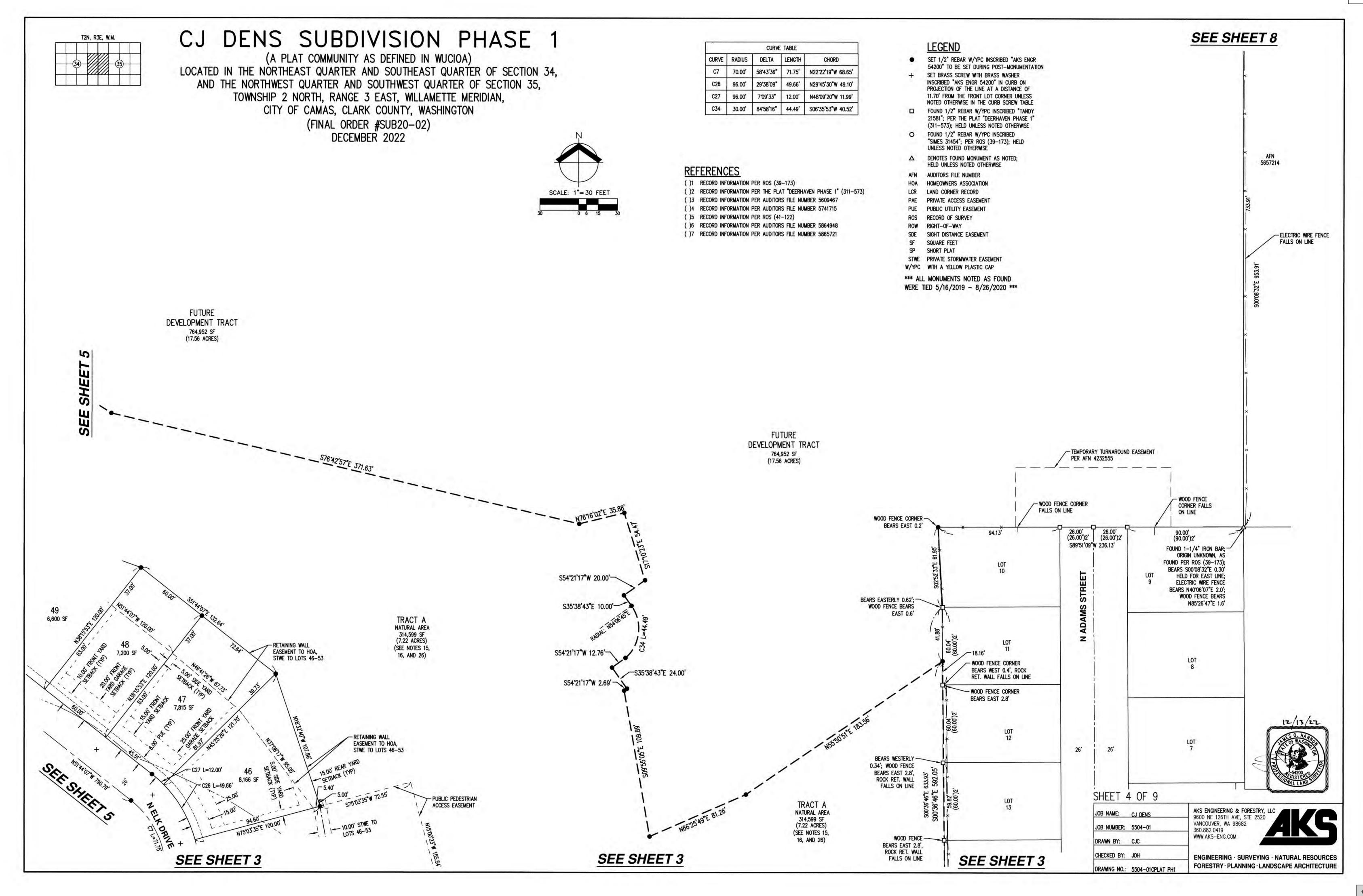
DRAWING NO.: 5504-01CPLAT PH1

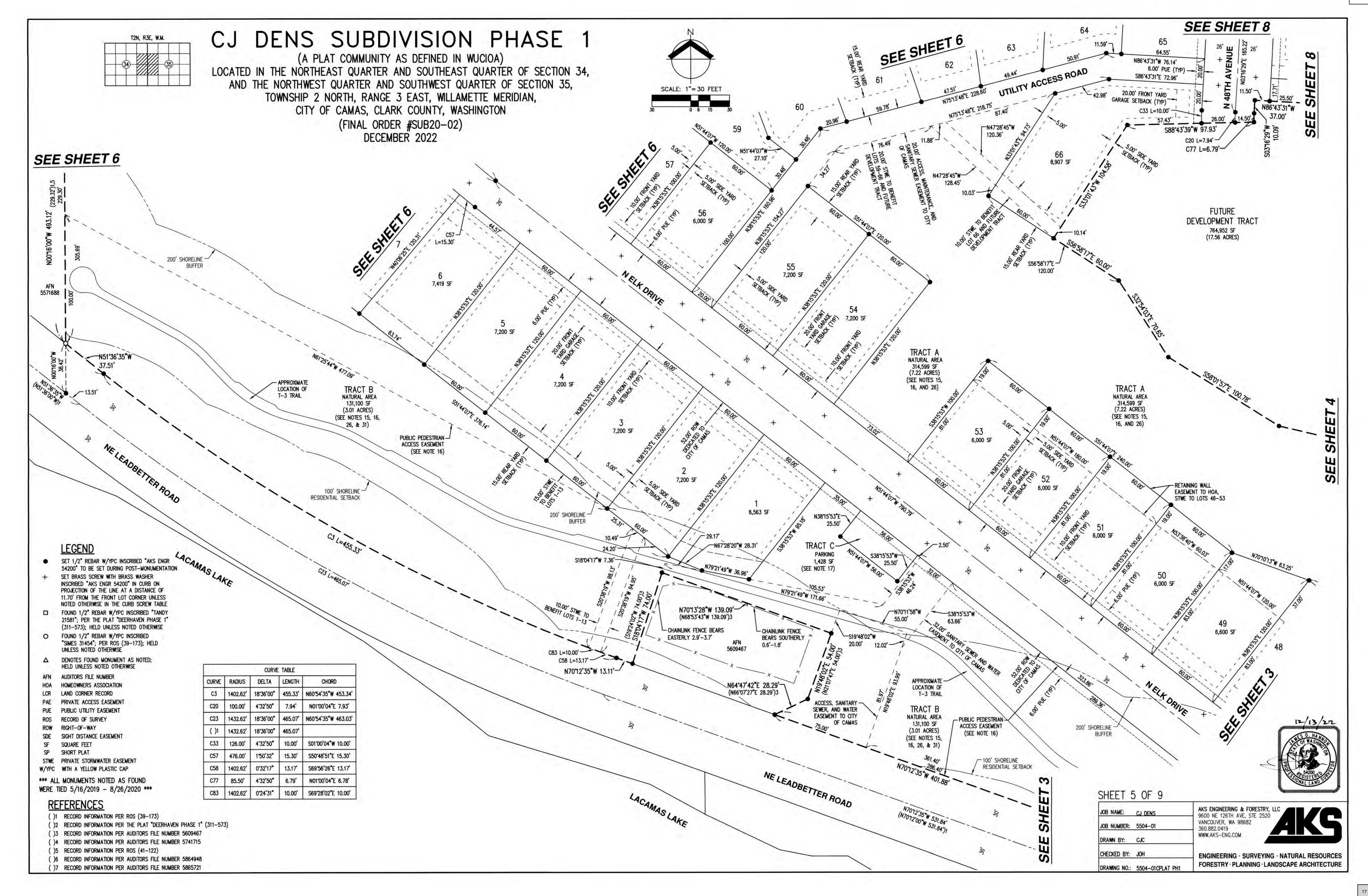
SHEET 1 OF 9 12/13/22 AKS ENGINEERING & FORESTRY, LLC JOB NAME: CJ DENS 9600 NE 126TH AVE, STE 2520 VANCOUVER, WA 98682 JOB NUMBER: 5504-01 360.882.0419 WWW.AKS-ENG.COM DRAWN BY: CJC CHECKED BY: JOH

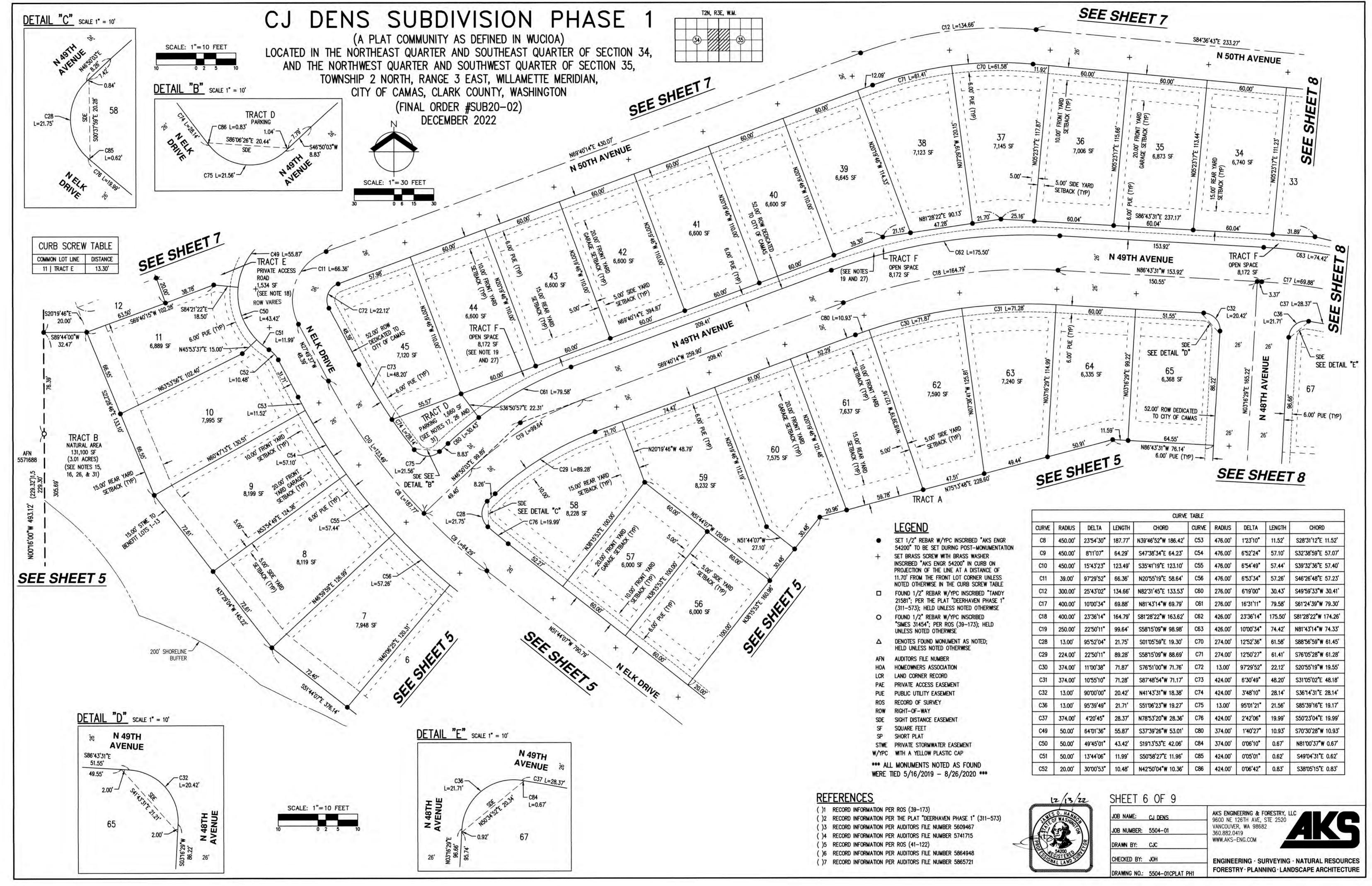
**ENGINEERING · SURVEYING · NATURAL RESOURCES** FORESTRY PLANNING LANDSCAPE ARCHITECTURE

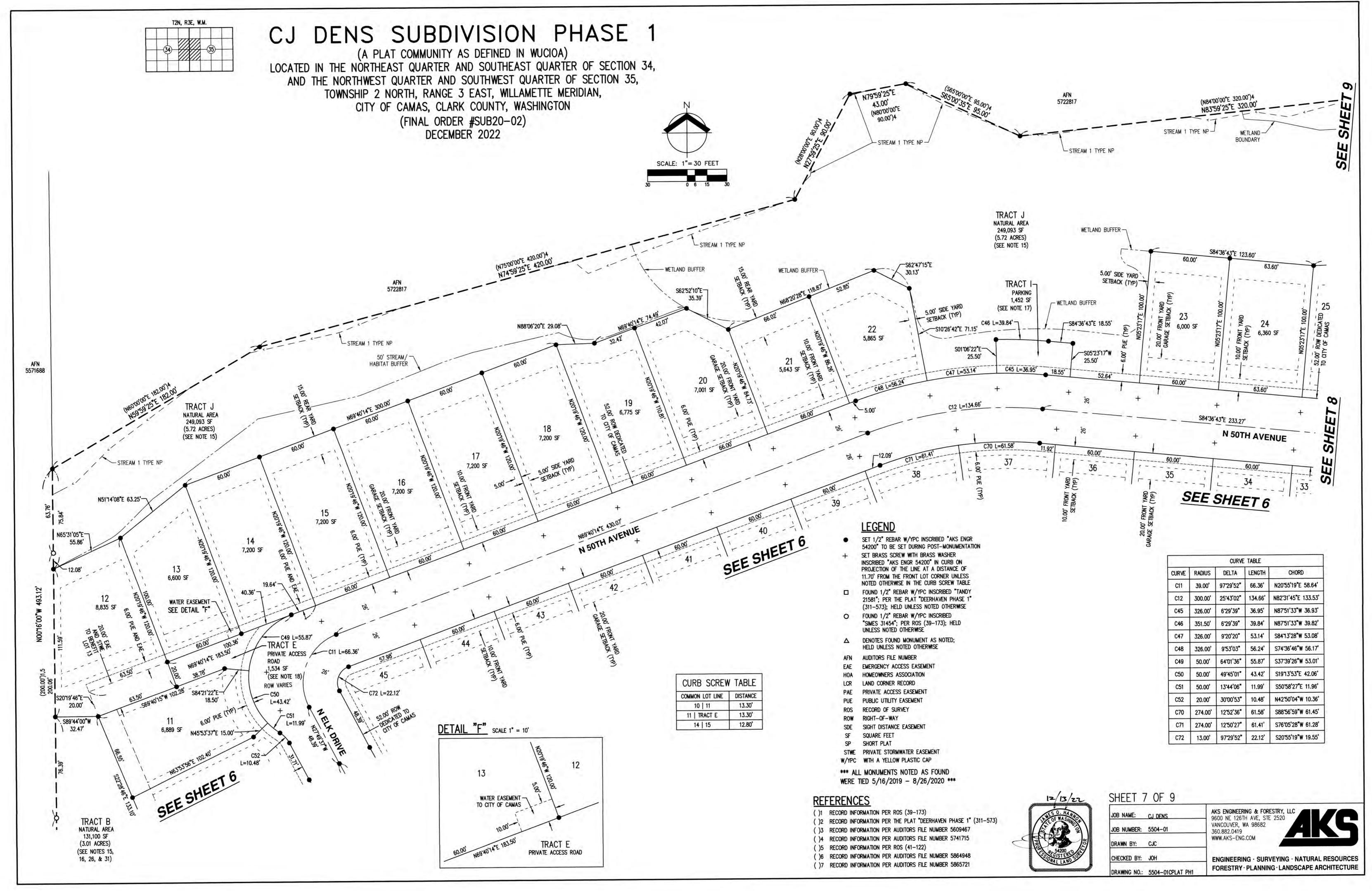




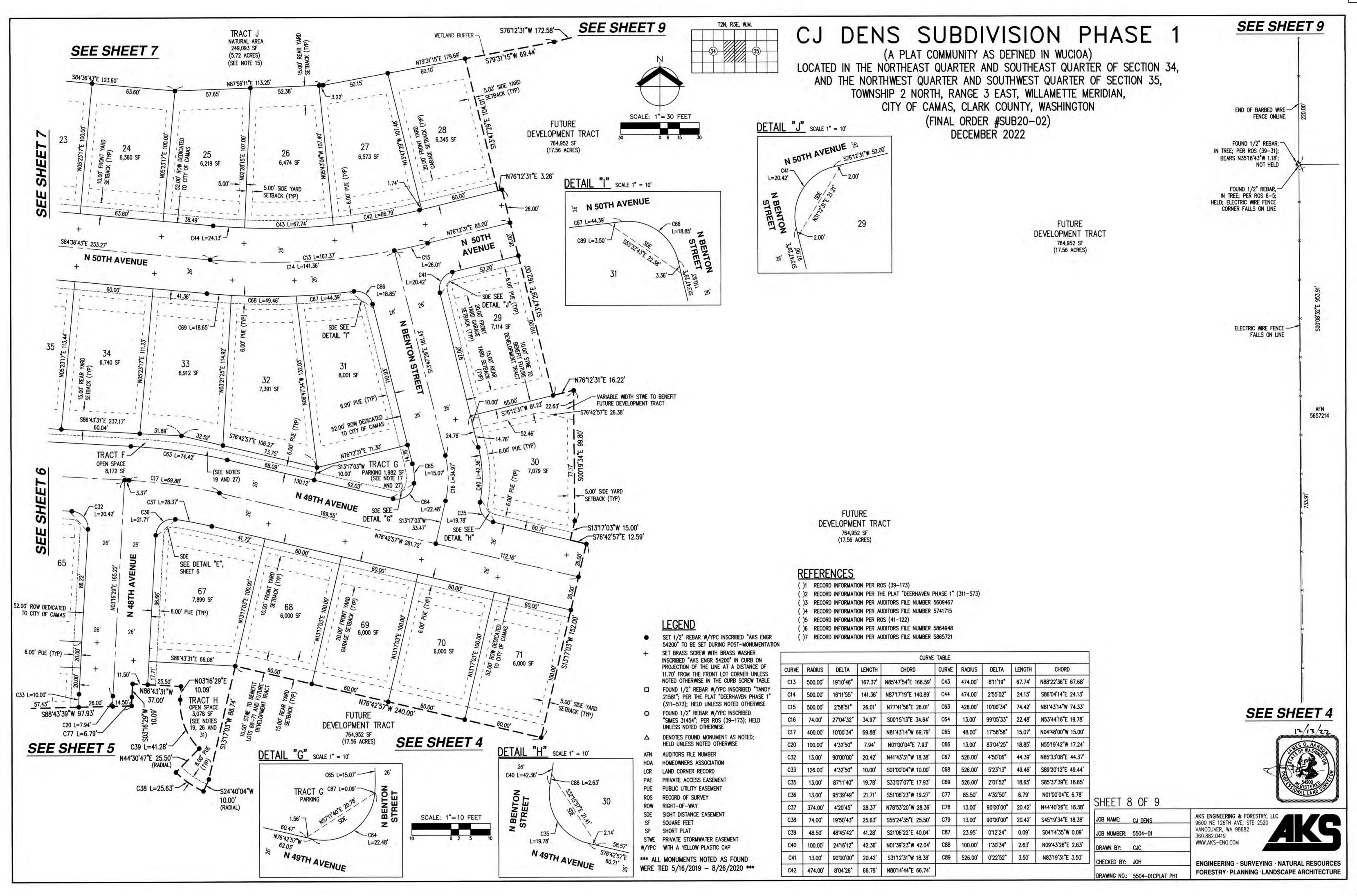


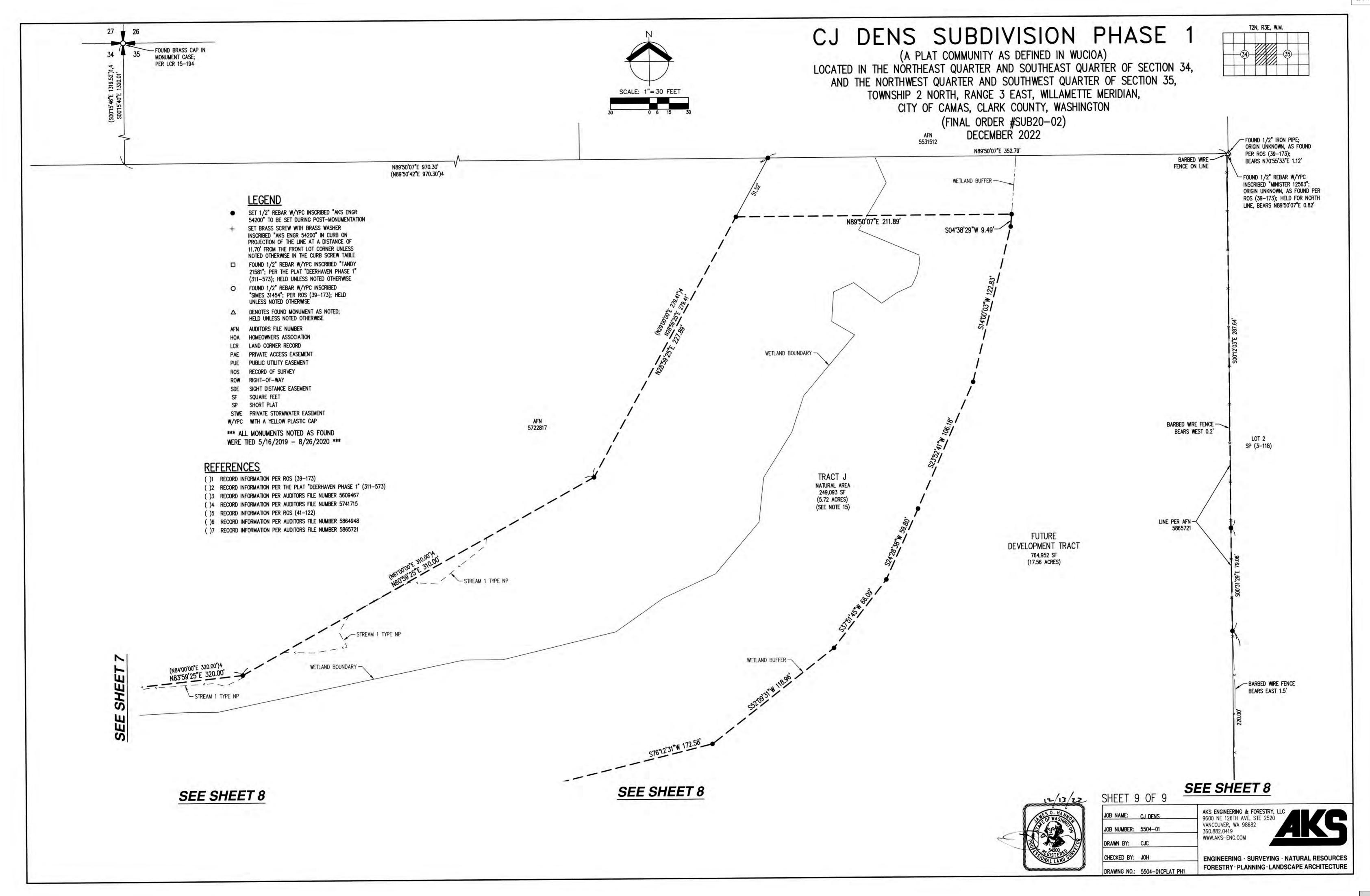






19







# CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT Task Order No. 3

616 NE 4<sup>th</sup> Avenue Camas, WA 98607

Project No. S1034

## On-Call Professional Services Support for Wastewater Treatment Plant 2021-2026

#### WWTP Headworks, Primary Clarifier Improvements and Blower Pre-Design

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 27<sup>th</sup> day of January, 2023, and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **HDR Engineering, Inc.,** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may herinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated April 4, 2022, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

	2
1.	<u>Scope of Services</u> . Consultant agrees to perform services as identified in the attached Exhibit (Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$169,900
	a. Unchanged from Original/Previous Contract
2.	<u>Time for Performance</u> . Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
	a. X Task Order 3 Time for Performance through June 30, 2024
	b.  Unchanged from Original/Previous Contract date of December 31, 2026
	Dependent on extension of time as granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 3 of the Original Agreement.
3.	<u>Payment</u> . Based on the Scope of Services and assumptions noted in attached Exhibit A. Consultant proposes to be compensated on a time and material basis per attached exhibit (Costs for Scope of Services) with a total estimated not to exceed fee of:
	a. Previous Total of all approved Task Orders: \$184,804
	b. Task Order No. 3 \$ <u>169,900</u>
	c. Total of all approved Task Orders: <u>\$354,704</u>
	d. Consultant billing rates:
	Modification to Consultant Billing Rates per Task Order 2
	Unchanged from Original Contract

4.	Counterparts.	Each indi	ividual exe	cuting tl	nis Agree	ment	on behalf o	f the Ci	ity and Cons	ultant
	represents and	warrants th	at such inc	ividual i	s duly autl	noriz	ed to execute	and deliv	ver this Agree	ment.
	This Agreeme	nt may be	e executed	l in any	number	of	counter-parts,	which	counterparts	shall
	collectively con	nstitute the	entire Agre	eement.						

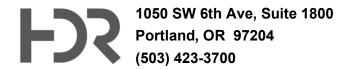
DATED this day of	, 20
CITY OF CAMAS:	HDR ENGINEERING, INC.:  Authorized Representative  Docusigned by:
Ву:	By: Tray Ellwin
Print Name:	Tracy Ellwein Print Name:
Title:	Title: Vice President
	Date: 1/30/2023

## EXHIBIT A SCOPE OF SERVICES AND RELATED COSTS

# City of Camas Wastewater Treatment Facility

# Scope of Services Headworks, Primary Clarifier Improvements and Blower Pre-Design

January 2023



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#### **Abbreviations**

°F degree(s) Fahrenheit 3D three-dimensional

AACE Association for the Advancement of Cost Engineering

ALTA American Land Title Association

ASCII American Standard Code for Information Interchange

BIM Building Information Modeling
CADD computer-aided design and drafting
CAPE Critical Areas Protection Easement

CAR Critical Areas Report

CFD Computational Fluid Dynamics
Consultant HDR Engineering, Inc. (Consultant)

City City of Camas
DTM digital terrain model

Ecology Washington State Department of Ecology EPA U.S. Environmental Protection Agency

EQ equalization

GDR Geotechnical Data Report
GIS geographic information system
GNSS Global Navigation Satellite System

GPS Global Positioning System

HVAC heating, ventilation, and air conditioning LAG WSDOT Local Agency Guidelines

MG million gallons

NAVD88 North American Vertical Datum of 1988 NFPA National Fire Protection Association

NPDES National Pollutant Discharge Elimination System

NTP Notice to Proceed

NWRI National Water Research Institute

OHWM ordinary high water mark O&M operations and maintenance

OPCC Opinion of Probable Construction Cost

PDF Portable Document Format

PDS (Snohomish County) Planning and Development Services

PFAS per- and polyfluoroalkyl substances P&ID process and instrumentation diagram

P/IU Public/Institutional Use PMP Project Management Plan

QA quality assurance QC quality control

RAS return activated sludge

RE real estate ROE right-of-entry ROW right-of-way

RTK Real Time Kinematic

scfm standard cubic foot/feet per minute
SEPA State Environmental Policy Act
SHB Solids Handling Building

SPT Standard Penetration Test

SWPPP Stormwater Pollution Prevention Plan

UV ultraviolet

WAS waste activated sludge

**EXHIBIT A** 

### SCOPE OF SERVICES

## **Background**

The City of Camas (City) owns and operates the City of Camas Wastewater Treatment Plant (WWTP). This treatment facility produces secondary effluent for discharge to the Columbia River and Class A biosolids. The City desires to engage HDR to lead implementation of improvements to the headworks concrete surfaces affected by H2S deterioration and recoating of corroded steel within both primary clarifiers. The City also wants to replace up to 2 blowers in the Equipment Building to provide greater energy efficiency and control of the low pressure air system for the WWTP. The following Scope of Services describes the proposed approach to meet these objectives.

## **Headworks Improvements**

The headworks facility was investigated at the request of the City by John Koch from HDR Engineering, Inc. on 10/04/2022. The investigation revealed the loss of approximately 1.5" of concrete in locations accessible within arm reach of the top of the headworks channel. The 1.5" of concrete was easily removed with a simple hand tool (wire brush/chisel). See Attachment 1 for the investigation results.

HDR will provide design documents for:

- 1. the basis for a contractor-designed headworks bypass plan,
- 2. the repair of concrete surfaces within the headworks,
- 3. the replacement of level instrumentation within the headworks,
- 4. the installation of slide gates to isolate areas of the headworks during construction.

## **Primary Clarifier Improvements**

This Scope of Services includes design of the recoating for the primary clarifiers at the WWTP. The steel items to be recoated for corrosion protection include the baffles, sweep arm, center column, beach and scum piping. The scum piping may require complete replacement. The steel is deteriorating. According to the site investigation performed by HDR on 10/04/2022 the edges of the steel within the primary clarifier has lost approximately 20% of its mass due to corrosion. Recoating was recommended immediately to preserve the remaining steel until time of replacement.

HDR will provide design documents for:

1. the recoating of both the primary clarifier sweep arms, center column, baffles, beach and scum pipe.

## **Blower Replacement Pre-Design**

HDR will provide services to establish the design criteria for the replacement of up to 2 blowers in the existing equipment building, selection of a preferred blower system, and establish the level of effort needed for complete design of the replacement. The TM will describe the work to take place and establish the size, type and facility modifications needed to accommodate the new blowers.

## **Project Assumptions**

The following assumptions are made as part of the development of this Scope of Services:

- 1. Permitting, geotechnical investigation, and surveying are not provided as part of this proposal. These services may be added at the City's discretion.
- 2. Walls within the headworks are structurally sound enough to support the new slide gate installations.
- 3. Delivery of projects is assumed to be provided through the design-bid-build method.

## **Design Approach**

Design drawings will be developed with Autodesk 2D AutoCAD software. Existing facility drawings will be used as backgrounds for the recoating information to be written over the top. The existing drawings will be shown as grayscale to indicate they are not new facilities.

The design engineering approach and submittals, from conceptual design to construction bidding, will track the following sequence of Tasks with the Detailed Scope of Services to follow:

#### Task 100 - Preliminary Design

- 1. 30 Percent Submittal: Develop schematic drawings to show the areas to be recoated. Conduct a review session with the City to view the coating areas and receive feedback. Deliverables will be limited to general diagrams and a design technical memorandum up to 3 pages in length summarizing the basic design criteria that will be further developed as design progresses. TM will also include criteria for a contractor to develop a bypass plan for the Headworks Improvements. A site visit to determine viability of bypass options with staff input is also included.
- 2. **60 Percent Submittal**—deliverables at this stage are:
  - a. 60-percent design drawings
  - b. 60-percent design specifications
- 3. **Blower System Pre-Design TM:** Develop and provide blower pre-design and selection TM. TM will establish pre-design criteria needed for completing the design and coordinating with the PUD for rebate purposes. A draft and final version of this TM will be provided for City review.
- 4. **Hydraulic Modeling:** Develop and calibrate a hydraulic model of the WWTP from the plant effluent

#### Task 200 - Final Design

- 1. **90 Percent Submittal**—deliverables at this stage are:
  - a. 90-percent design drawings
  - b. 90-percent design specifications
- 2. **Bid Documents, 100 Percent Submittal**—deliverables at this stage are:
  - a. 100-percent design drawings
  - b. 100-percent design specifications

#### Task 300 - Bid Services

1. **Bid Services** —HDR will provide assistance during the bid phase of the project. The services provided will be to answer questions from Bidders, assemble background information for City published addenda and provide a recommendation for bid award.

#### Task 400 - Project Management

 Project Management Services — HDR will manage and coordinate project technical resources to a level of service and responsiveness consistent with the project schedule and budget.

#### Task 500 - Management Reserve

 Management Reserve Services —HDR will provide additional services if requested by the City. The scope and level of effort for these services will be determined at the time of the City's request.

#### **Deliverables**

Unless otherwise noted, deliverables will be submitted in electronic format. Documents will be transferred by Newforma to the City. Up to two full size (22"x34" plans, 11"x8.5" specifications) paper copies of deliverables will be provided if requested by the City.

#### **Schedule**

Key milestone dates referenced from the Notice to Proceed (NTP), are shown in Table 1.

Milestone	Weeks from NTP	Date
NTP with Engineering Services	0	2/1/2023
Site Visit	0	2/2/2023
Submit TM (30% documents)	3	2/23/2023
Submit 60% documents	5	3/8/2023
Submit 90% documents	9	4/5/2023
Submit Bid documents	11	4/19/2023

## **Detailed Scope of Services**

A detailed scope of services for each component is outlined below. The project work will be executed as described in the list below.

## **Headworks Improvements**

**Objective:** The WWTP headworks consists of three force mains converging at a common elevated influent point. From there flow passes through a Parshall flume and into the screens and splitter box. The concrete surface is deteriorating up to 1.5" deep inside the headworks channels where HDR was able to access from the top level. The goal of this design is to provide a contractor with information and criteria to recoat and repair the concrete surface of the headworks channels and install replacement instrumentation where needed.

**Approach:** HDR will establish a diurnal curve for the headworks, provide guidance for a contractor to design a flow bypass system for the Headworks, and provide design information for the repair work of the concrete surfaces and improvements within the Headworks channels.

#### **Consultant Services:**

- 1. **Establish Diurnal Curve for Plant Influent and Bypass Design Criteria:** Receive flow data from City staff that will allow for the creation of a diurnal curve generally representative of the plant influent on a daily basis. The curve will be for dry weather flows. Perform site visit for half day from up to three (3) HDR staff members. Develop preliminary flow bypass plans to be used for bidding purposes.
- 2. Design of New Slide Gate and Two Bulkhead Gates: A new slide gate must be designed to separate flows within the headworks on the downstream side of screens 1 and 2. A new bulkhead gate must be constructed within the splitter box between the line flowing to Primary Clarifier 2 and the line for future Primary Clarifier 3. The second bulkhead gate should be constructed between the lines flowing to Primary Clarifier 1 and 2. This will allow for greater control and flexibility of directing plant flow within the headworks.
- Instrument Replacement: Prepare contract specifications and drawings for the replacement of the Parshall flume level instrumentation and associated conduits located on the top of the headworks platform.
- 4. **Concrete Repair:** Prepare contract specifications and drawings for the repair of deteriorating concrete within the headworks channels.
- Technical Memorandum: Provide a technical memorandum including the developed headworks diurnal curve, concrete and instrumentation repairs approach and materials selected.

#### **Assumptions:**

- 1. The Contract Documents will include up to 15 drawings. Basis of estimate assumes that existing Phase 2 WWTP drawings will be imported and used as background for new design information.
- 2. Instrumentation and electrical drawings will show replacement of conduit on the top of the Headworks platform.
- 3. Bidding and award support services are dependent on external factors, which cannot be completely defined at this time. The level of effort is estimated (limited) to 14 staff hours.
- 4. Three review meetings are scheduled as part of the work: (1) TM, (2) 60% Design Review, (3) 90% Design Review. Meetings will be conducted virtually, and up to 3 HDR staff will participate. Assumed duration of each review meeting is 2 hours. Staff time of 1 additional hour per meeting is included for preparation and distribution of meeting notes.

#### City Responsibilities:

- 1. Participate in review meetings
- 2. Provide reference documents and data required for HDR to perform design tasks
- 3. Provide City staff to meet with HDR for flow bypass planning discussions
- 4. Provide comments on draft and final technical memorandum
- 5. Provide comments on 60-percent and 90-percent drawings and specifications

#### **Deliverables:**

- Review meeting notes, including decisions or actions from meeting, in Microsoft Word format
- 2. Technical memorandum describing bypass constraints, diurnal curve pattern, instrument replacement, and new slide gates in PDF format
- 3. 60-percent design documents, in PDF format
- 4. 90-percent design documents, in PDF format
- 5. One set of bid-ready construction documents (specifications and drawings), in PDF format
- 6. Up to two sets of printed bid-ready construction documents, with half-size drawings, shipped via express mail (if requested)

## **Primary Clarifier Improvements**

**Objective:** The WWTP primary clarifier consists of two below-ground clarifiers that are corroded on the steel components within each unit. The goal is to provide design documents describing the cleaning and recoating requirements of the corroded steel within both clarifiers.

**Approach:** HDR will provide design drawings and specifications for the cleaning and recoating of the deteriorating ferrous steel within the primary clarifiers.

#### **Consultant Services:**

- 1. **Primary Clarifier Review Meeting:** This meeting will be held within the same time as the Headworks Review Meeting. HDR and City staff to meet for review of approaches and select an approach for implementation.
- 2. **Primary Clarifier Contract Documents:** Prepare contract specifications and drawings for Primary Clarifier Improvements.
- 3. **Primary Clarifier Bidding and Award Support:** Provide technical support during bid and contract award.

#### **Assumptions:** Assumptions are as follows:

- 1. The Contract package will consist of two (2) drawings and basis of estimate (level of effort) assumes this is cleaning and recoating work with no equipment replacement or structural improvements.
- 2. Bidding and award support services are dependent on external factors, which cannot be completely defined at this time. Hours for this task are included in Task 300.
- 3. Three review meetings are scheduled as part of the work: (1) TM, (2) 60% Design Review, (3) 90% Design Review. Meetings will be conducted virtually, and up to three (3) HDR staff will participate. Assumed duration of each meeting is 2-hours. Staff time of 1 additional hour per meeting is included for preparation and distribution of meeting notes.

#### **City Responsibilities:** City responsibilities are as follows:

- 1. Participate in review meetings
- 2. Provide reference documents or data required for HDR to perform design tasks
- 3. Provide comments on draft and final technical memorandum
- 4. Provide comments on 60-percent review documents
- 5. Provide comments on 90-percent review documents

#### **Deliverables:** Deliverables are as follows:

- 1. Review meeting notes, including decisions or actions from meeting, in PDF format
- 2. Technical memorandum describing front gate issues and proposed correction approaches, in PDF format
- 3. 60-percent design documents, in PDF format
- 4. 90 percent design documents, in PDF format
- 5. Bid-ready construction documents (specifications and drawings), in PDF format

Up to two sets of printed bid-ready construction documents, with half-size drawings, shipped via express mail

## **Blower System Pre-Design TM**

**Objective:** The WWTP equipment building contains 4 blowers. The City desires at this time to replace up to 2 blowers with new, more efficient blowers. This will allow for potential energy savings for the WWTP and better control of air flow to plant processes.

**Approach:** HDR will establish/document HVAC, electrical and process design criteria for the recommended blower system and provide equipment cost information for both blowers and a TM documenting blower design criteria.

#### **Consultant Services:**

- Establish Blower Selection and Design Criteria: Establish blower selection and recommendation of up to 2 manufacturers and technology types. Document HVAC, electrical, process needs for the recommended blower system. Electrical power demand requirements will be evaluated based on information provided by the City. This will be used for coordination with the PUD for rebate purposes.
- 2. **Technical Memorandum:** Provide a technical memorandum documenting the blower selection, design criteria and cost information for the blower rebate effort.

#### **Assumptions:**

- 1. The City will provide HDR with blower flow design criteria. Modeling is not assumed to be part of this effort.
- 2. Two separate blower manufacturers will be evaluated as part of this effort.
- 3. Coordination and calculations for the rebate effort with the PUD has been estimated at 24 staff hours.
- 4. The blower recommendation TM is up to 8 pages in length.

#### City Responsibilities:

- 1. Participate in review meetings
- 2. Provide reference documents and data required for HDR to perform design tasks
- 3. Provide comments on draft and final technical memorandum

#### **Deliverables:**

- 1. Review meeting notes, including decisions or actions from meeting, in Microsoft Word format
- 2. Technical memorandum for blower evaluation and selection in PDF format

## **Hydraulic Modeling**

**Objective:** The WWTP does not have a hydraulic model representing the various pieces of equipment in the plant. The intent is to model the WWTP hydraulic functions from the beginning of the headworks to the plant effluent discharge point.

**Approach:** HDR will create a hydraulic model of the WWTP using Visual Hydraulics software, Phase 1 and 2 as-builts and equipment shop drawing information as available. The model will be calibrated using measurements from field observation and plant instrumentation as available.

#### **Consultant Services:**

- Treatment Plant Hydraulic Capacity Model: Evaluate the hydraulic capacity of the
  treatment plant by developing a hydraulic profile model of the treatment plant
  (Visual Hydraulics software). Consultant will prepare hydraulic calculations for
  average and peak flow, at both the existing and future conditions, to determine if the
  plant can process the anticipated quantities. Prepare a hydraulic profile drawing.
- Technical Memorandum: Provide a technical memorandum documenting the modeling efforts, extents of model representations, calibration process and hydraulic issues discovered through the modeling process.

#### **Assumptions:**

- 1. Phase 1 and 2 drawings are accurate representations of the physical features of the WWTP. HDR will not independently verify the physical aspects of the WWTP.
- Two discharge head conditions will be evaluated. Two plant flow conditions will be evaluated, peak flow and average flow. These flow values will be supplied by the City.
- 3. One site visit by one HDR staff member will be required. It is estimated the site visit will take 8 staff hours inclusive of travel.
- 4. Incoming flow to the headworks will be represented as a single flow coming into the headworks.
- 5. Model is intended for general hydraulic representation and planning purposes. Detailed hydraulic modeling required for design of plant improvements is beyond the scope of this work.
- 6. The Hydraulic Modeling TM is up to 6 pages in length.
- 7. Two review meetings with 3 HDR staff members are anticipated. The meeting duration is estimated at 2 hours.

#### City Responsibilities:

1. Participate in review meetings

- 2. Supply HDR with hydraulic boundary conditions at the headworks and effluent discharge and the flow rates to model through the WWTP
- 3. Provide reference documents and data required for HDR to perform modeling tasks
- 4. Provide comments on draft and final technical memorandum
- 5. Provide HDR with hydraulic data and measurements as needed for calibrating the model

#### **Deliverables:**

- 1. Review meeting notes, including decisions or actions from meeting, in Microsoft Word format
- 2. Hydraulic profile
- 3. Technical memorandum for Hydraulic Model in PDF format
- 4. Electronic Version of Visual Hydraulics model in native format.

## **Bidding Services**

**Objective:** Provide bidding services prior to, during and following bidding for the WWTP improvements.

**Approach:** HDR will provide project description, answer questions during bidding, attend the pre-bid conference, assist with bid evaluation, and provide a bid award recommendation.

#### **Consultant Services:**

- 1. Provide project description for the advertisements and notices announcing or soliciting bids for the projects.
- 2. Up to two HDR staff will addend pre-bid conference remotely via web based/teleconference to answer question as appropriate. Some of the responses to questions and requests for additional information may require addenda.
- 3. As necessary and as approved by the City, prepare and issue up to three (3) Addenda to address bidder questions to the Bidding Documents.
- 4. Assist the City to evaluate bids received and determine contractor responsiveness and responsibility.
- 5. Provide a recommendation for award.

#### **Assumptions:** Assumptions are as follows:

- One (1) 1-hour pre-bid conference will occur at a conference room provided by the City.
- 2. Electronic copies of the pre-bid conference agenda will be furnished to the City for printing and distribution at the conference.
- 3. Up to two (2) HDR staff will attend the pre-bid meeting via teleconference
- 4. One additional staff hour is required for preparation, attendance and summary preparation for pre-bid meeting for each attending staff.

- 12-staff hours are required for preparation of addenda required to address bidding questions. HDR will send addenda response for publication/distribution by the City. Bidders will address questions to the City. HDR will only respond to questions as requested by the City.
- 6. 8 staff hours is required for evaluating bids received.
- 7. City to advertise and distribute Bid and Contract Documents including addenda to interested bidders.

#### City Responsibilities: City responsibilities are as follows:

- 1. Advertise project for bid.
- Arrange and conduct pre-bid conference and site tour. Record meeting notes or
  make other provision for documenting the pre-bid conference, record all questions
  and requests for additional information, and issue copies of the meeting notes or
  other conference documentation to the conference attendees.
- 3. Distribute Bid and Contract Documents including addenda to interested bidders.
- 4. Attend pre-bid conference.
- 5. Coordinate City's legal representative with HDR regarding recommendations of award that may involve waiver of formalities or irregularities in the bid.

#### **Deliverables:** Deliverables are as follows:

- 1. Project description for advertisement (PDF format).
- 2. Suggested items for pre-bid conference agenda transmitted to City (PDF format).
- 3. Up to three (3) Addenda addressing bidding questions (PDF format).
- 4. Engineer's recommendation of award (PDF format).

## **Project Management**

**Objective:** The purpose of this task is to manage and coordinate project technical resources to a level of service and responsiveness consistent with the project schedule and budget.

**Approach:** HDR shall organize, manage, and coordinate the disciplines required to accomplish the services required for this project. HDR shall coordinate with City staff, and encourage City staff involvement to a level desired by the City. The Consultant shall provide project management services to implement project goals, budgets, and schedules.

**Consultant Services:** The designated HDR project manager (PM) will prepare, monitor, and update the project work plan throughout the project. The PM will participate in monthly conference calls with the City and provide a brief cost and schedule status report for each task. The status report will include a description of progress to date, actual costs for each task, and potential cost variances.

The PM will coordinate team activities with the City in relation to scheduling site visits and meetings with City staff. The PM will also supervise the engineering team and review monthly invoices and project budget.

HDR will conduct specific activities including the following subtasks:

- 1. Project Management Plan: Prepare a Project Management Plan (PMP) following the NTP. The PMP shall identify the project scope, individual work elements, budget for each element, and responsible individuals for each work element, staffing plan, and schedule. The PMP will include a quality management plan and Job Hazard Assessment forms, including COVID specific requirements.
- Project Initiation Management Review: Conduct a brief business review with senior management at project commencement to confirm/QC initial job set up (contracts, subcontracts, PMP, QMP), and discuss/cover job management approach to scope and budget.
- 3. **Data Requests Log:** Develop a log of data requests to the City.
- 4. **Project Schedule:** Develop a project schedule. Identify deliverables as milestones. Identify City input activities.
- 5. **Project Schedule Update:** Update the schedule monthly to define the status of each activity.
- 6. **Project Management Meetings:** The Consultant shall schedule one project meeting every month via conference call or virtual meeting. Participants in the project meetings will include the City project manager and the Consultant project manager. The purpose of the meeting is to track time and budget, work elements accomplished, work items planned for the next period, staffing needs, and scope issues.
- 7. **Decision and Action Items Logs:** Develop and maintain during the project separate logs tracking decisions and required actions.
- 8. Invoices and Status Reports: Prepare monthly project status reports that compare work accomplished with scheduled activities, provide support documentation for the invoices, compare expenditures with task budgets, and describe changes to the scope that have occurred. Reports shall be submitted to the City with the monthly invoices.
- 9. **Engineering Team Management:** Supervise the design team over the course of the project, and review technical content of work products. The project manager will monitor the team's work in terms of product, quality, schedule, and budget.
- 10. Contract Close out the project.

**Assumptions:** Assumptions are as follows:

1. A single monthly invoice including labor costs and expenses for each task will be sent to the City for review and payment.

2. The contract duration is 12-months.

City Responsibilities: City responsibilities are as follows:

- 1. Facilitate and participate in monthly project management conference calls
- 2. Provide comments on meeting agenda and meeting notes
- 3. Review and approve monthly invoices and authorize payment

**Deliverables:** Deliverables are as follows:

- 1. Monthly project status report, in PDF format
- 2. Monthly invoices, in PDF format
- 3. Meeting notes, data request log, project schedules, and decision and action logs, in PDF format

## **Management Reserve**

**Objective:** A management reserve is required so that the City has a discretionary task budget to cover additional professional services not currently included in this Scope of Services.

**Approach:** Services authorized under this task will be at the City's discretion. The Consultant shall provide additional on-call services for tasks not included in the project Scope of Services or for tasks not adequately budgeted. The Consultant shall provide additional services under this task only when written authorization is provided by the City.

**Consultant Services:** The Consultant will conduct specific activities including the following subtask:

1. **Additional Subtask:** Provide professional services at the request of the City as mutually agreed upon and defined.

**Assumptions:** Assumptions are as follows:

1. Agreement for the services to be performed under the contingency task and budget will be documented and agreed upon by the City and Consultant before proceeding.

**City Responsibilities:** City responsibilities are as follows:

1. Identify and request professional services deemed necessary that are not expressly included in this Scope of Services.

**Deliverables:** Deliverables are as follows:

1. To be determined and agreed upon by the City and Consultant

## **Fee Estimate for Professional Services**

The estimated fee for the professional services identified in this Scope of Services is offered on a time-and-materials basis not to exceed \$169,900.00.

Professional services rendered in connection with this Scope of Services will be billed on a timeand-materials basis for actual hours rendered by Consultant employees up to the estimated

total contract amount in accordance with the terms and conditions outlined in the signed Agreement.



# CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT Amendment No. 4

616 NE 4<sup>th</sup> Avenue Camas, WA 98607

Project No. W1025

#### **HYDROGEOLOGIC SUPPORT SERVICES FOR 2023**

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 27 day of January, 2022, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Mott MacDonald** (formerly Pacific Groundwater Group), hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may herinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated <u>January 6<sup>th</sup>, 2020</u>, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

- 1. <u>Scope of Services</u>. Consultant agrees to perform additional services as identified on **Exhibit "A"** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, this is a no-cost Amendment.
- 2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
  a. Extended to December 31, 2023
  b. Unchanged from Original/Previous Contract date of December 31, 2023
  Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.
- 3. <u>Payment</u>. Based on the Scope of Services and assumptions noted in **Exhibit "A"**, Consultant proposes to be compensated on a time and material basis per **Exhibit "A"** (Costs for Scope of Services) with a total estimated not to exceed fee of:
  - a. Previous not to exceed fee: \$96,230
  - b. Amendment No. 4: \$79,502
  - c. Total: \$175,732
  - d. Consultant billing rates:
    - Modification to Consultant Billing Rates per Exhibit "A" attached herein
    - ☐ Unchanged from Original/Previous Contract

4.	Counterparts.	Each individua	l executing t	his Agreei	ment on	behalf of	the Ci	ty and Consu	ultant
	represents and	warrants that su	ch individual i	s duly auth	orized to	execute a	ınd deliv	er this Agreen	ment.
	This Agreeme	nt may be exe	ecuted in any	number	of cour	nter-parts,	which	counterparts	shall
	collectively cor	stitute the entire	Agreement.						

DATED this	day of	, 20
CITY OF CAMAS:		MOTT MACDONALD:  Authorized Representative
By:		By: Peter Suwartyman  1844F7785BC248B
Print Name:		Peter Schwartzman Print Name:
Title:		Title: Principal Hydrogeologist
		1/27/2023 Date Signed:

Item 6.

## EXHIBIT "A" AMENDED SCOPE OF SERVICES AND COSTS

Item 6.

#### Attachment A - Mott MacDonald Estimate for Camas 2023 General Services (1/24/2023)

Task/Description			PGG H	ours at Rates	Specified		PGG	D			
		Inger	Burt	Wayne/Mel	Caner	Cheyenne	Admin	Labor	Expense Description	Expense Cost <sup>1</sup>	
	\$260	\$210	\$185	\$180	\$150	\$130	\$90				Task Totals
Task 1. Water Level Monitoring Assistance											\$19,282
1a River level monitoring	2	4						\$1,360	RM subcontract		
1b Groundwater level monitoring fieldwork (2 visits)	2	20						\$4,720	mileage	\$300	
1c Monitoring data management	2	12						\$3,040			
1d Monitoring data analysis	6	12						\$4,080			
Task 2. Water Rights Assistance											\$4,100
2a Assess value of Georgia Pacific wells for mitigation	0	0	0					\$0			
2b Other miscellaneous water rights assistance (assumed hours)	4	4	12					\$4,100			
Task 3. Production Well Performance Assistance											\$12,370
3a Discuss monitoring recommendations with Rob & Allen	4	2						\$1,460			
3b Work with City and S&B for SCADA data collection/management	8	4						\$2,920			
3c Assumed single visit to refine monitoring approaches		10						\$2,100	mileage	\$150	
3d Review changes in production well performance and provide memo	6	10				16		\$5,740	_		
Task 4. Total LWWF Yield Analysis											\$25,660
4a Assess additional yield at Wells 5, 6, 10, 14	24	4						\$7,080			\$25,000
4b Assess additional yield at undeveloped areas within LWWG footprint	4	24		8	3			\$7,520			
4c Prepare total wellfield yield report	24	16	4	4				\$11,060			
Task 5. Miscellaneous Assistance for New Well Development											\$0
5a Provide input/planning on drilling strategies for new well near Wells 11/12	0	0	0					\$0			* *
5b Develop technical specifications and assist with bid package	0	0	0	0	)			\$0			
Task 6. Groundwater Quality Assistance											\$3,340
6a Assumed hours for groundwater quality assistance	4	4	4	4	,			\$3,340			ψ3,3 10
Task 7. Additional Miscellaneous Assistance											\$7,220
7a Assumed hours for additional miscellaneous assistance	8	8	8	4	l.			\$5,960			\$1,220
7b Arrange Parkers Landing Well decomission	0	6	0	7	•			\$1,260			
Task 8. Project Management											\$7,530
8a Assumed hours for project management	6	25					8	\$7,530			\$1,550
To a Assumed nours for project management	0	23					8	\$1,550			
Subtotal Dollars											
Hours Estimated	104	165	28	20	) (	) 16	8				
Dollars Estimated		\$34,650	\$5,180	\$3,600				\$73,270		\$6,232	
Cost Estimate for Expected Tasks											\$79,502

#### Notes:

<sup>1</sup>Expenses include a 10% handling charge.

Task 2a - Assumes no substantial analysis required for GP water rights or wells in 2023.

Task 5 - Assumes that MM assistance with drilling a new well in the vicinity of Wells 11 & 12 under a separate contract.

Task 7b - assumes limited effort to negotiate site access with Bonneville Power, City will arrange site access with property owner and directly contract driller, no site work for PGG