



City Council Regular Meeting Agenda Monday, October 16, 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/88544014593> (public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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.

1. [October 2, 2023 Camas City Council Regular and Workshop Meeting Minutes](#)
2. [September 27, 2023 Camas City Council Special Meeting Minutes - Lake Management Plan](#)
3. Automated Clearing House and Claim Checks Approved by Finance Committee
4. [Final Plat Approval for Green Mountain Estates Phase 5B Subdivision](#)
(Submitted by Madeline Sutherland, Planner)
5. [Camas Citywide Sport Fields Plan - MacKay Sposito Professional Service Agreement](#)
(Submitted by Trang Lam, Parks & Recreation Director)

NON-AGENDA ITEMS

6. Staff

7. Council

MAYOR

8. Mayor Announcements
9. [Appointment to the Library Board of Trustees](#)
10. [Camas High School Band Day Proclamation](#)

MEETING ITEMS

PUBLIC COMMENTS

EXECUTIVE SESSION

11. Executive Session – Topic: Potential Litigation (RCW 42.30.110)
Time Estimate: 15 Minutes
12. Executive Session – Topic: Potential Litigation (RCW 42.30.110)
Time Estimate: 15 Minutes

CLOSE OF MEETING



City Council Workshop Minutes - Draft
Monday, October 2, 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, Leslie Lewallen, John Nohr, and Jennifer Senescu

Remote: Council Member Tim Hein

Staff: Sydney Baker, Rob Charles, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Tina Jones, Trang Lam, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record

PUBLIC COMMENTS

No one from the public wished to speak.

WORKSHOP TOPICS

1. Professional Services Agreement for Library Building Updates
 Presenter: Connie Urquhart, Library Director

This item will be placed on the October 16, 2023 Regular Meeting Consent Agenda for Council's consideration.

2. Mackay Annual Review Comprehensive Plan Amendment Request
 Presenter: Robert Maul, Planning Manager

This item was for Council's information only.

3. Camas Citywide Sports Field Plan – Mackay Sposito Professional Services Agreement
 Presenter: Trang Lam, Parks and Recreation Director

This item will be placed on the October 16, 2023 Regular Meeting Consent Agenda for Council's consideration.

4. 2024 Mayor's Recommended Budget
Presenter: Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

5. 2023 Fall Omnibus Budget Presentation
Presenter: Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

6. Staff Miscellaneous Updates
Presenter: Doug Quinn, City Administrator

Wall provided updates on the Everett Street Corridor Project and the Lake Management Plan. Wall thanked the volunteers from the annual clean-up day.

COUNCIL COMMENTS AND REPORTS

Nohr attended the Everett Street Corridor Open House, Joint Policy Advisory Committee (JPAC) meeting, Lake Management Plan Special Meeting and the All Paws on Deck event.

Carter commented about the new Camas Library roof and citizen inquiries. Carter attended the Ward Two Town Hall, JPAC meeting and the Finance Committee meeting.

Chaney attended the JPAC meeting, Finance Committee meeting and the Ward Two Town Hall. Chaney commented about Council policies and procedures.

Hein attended the Ward Two Town Hall and commented about citizen concerns. Hein also attended the Everett Street Corridor Open House, the Camas-Washougal Fire Department Open House and the Parks and Recreation Commission meeting.

Lewallen commented about citizen concerns and placing the pool discussion on a Council Workshop agenda. Lewallen will be attending the Regional Transportation Committee meeting on Tuesday, October 3, 2023, and the Coffee with a Cop event on Wednesday, October 4, 2023.

Boerke commented about citizen concerns regarding the Everett Street Corridor Project and about the Camas School District's use of fertilizer.

Senescu participated in a ride-along with Camas Police Officer, Ryan Devaney and thanked the officers for their work. Senescu attended the Camas-Washougal Fire Department Open House.

Hogan attended and commented about the All Paws on Deck event. Hogan will be meeting with Clark County Council Member, Gary Medvigy, regarding the Lake Management Plan.

PUBLIC COMMENTS

Deedee Vultaggio, Camas, commented about the Camas Library and the Everett Street Corridor Project.

Marie Tabata-Callerame, Vancouver, commented about the Lake Management Plan.

CLOSE OF MEETING

The meeting closed at 6:32 p.m.



City Council Regular Meeting Minutes – Draft
Monday, October 2, 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, Bonnie Carter, Don Chaney, Leslie Lewallen, John Nohr, and Jennifer Senescu

Remote: Council Member Tim Hein

Staff: Sydney Baker, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Tina Jones, Trang Lam, Shawn MacPherson, Alan Peters, Doug Quinn, Bryan Rachal, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record

PUBLIC COMMENTS

Deborah Nagano, Camas, commented about the Lake Management Plan.

Randal Friedman, Camas, commented about the mill.

Marie Tabata-Callerame, Vancouver, commented about the Lake Management Plan.

CONSENT AGENDA

1. Camas City Council September 18, 2023 Workshop and Regular Meeting Minutes Approval
2. \$631,029.87 Automated Clearing House 700171-700196 and Claim Checks 155730-155837. \$1442.40 Automated Clearing House 700161-700170 and Claim Check 155729.
3. \$83,393.10 A-A Action Group Utilities, Inc. Bid Award with up to 10% Change Order Authorization. Option for the City to extend the contract for an additional 2 years.
(Submitted by Rob Charles, Utilities Manager)

4. Operations Center HVAC Upgrades
(Submitted by Steve Wall, Public Works Director)

Boerke requested to remove the Professional Services Agreement with WSP USA for the Comprehensive Plan Update, Downtown Subarea Plan, and Climate Planning from the Consent Agenda for further discussion.

It was moved by Boerke, and seconded, to approve the Consent Agenda with the removal of item number five. The motion carried unanimously.

NON-AGENDA ITEMS

6. Staff

There were no additional staff updates.

7. Council

Carter commented about First Friday.

Lewallen asked staff to provide information regarding a citizen concern.

Boerke recognized the Downtown Camas Association as being a candidate for the Great American Main Street award. Boerke commented about the community pool and the Civility and Belonging Resolution.

Nohr asked staff to provide information regarding a citizen concern.

Senescu attended the Parks and Recreation Commission meeting and appreciated the new design for Crown Park.

Chaney commented on fireworks, the community pool, House Bill 1110 being placed on a future Council agenda and about the Civility and Belonging Resolution.

8. Camas Parks Foundation Presentation
Presenter: Cassi Marshall, Camas Parks Foundation and Trang Lam, Parks & Recreation Director

This item was for Council's information only.

MAYOR

9. Mayor Announcements

There were no additional Mayor announcements.

10. National Friends of Libraries Week Proclamation

Mayor Hogan proclaimed October 15 – 21, 2023 as National Friends of Libraries Week in the City of Camas.

11. National Disability Employment Awareness Month Proclamation

Mayor Hogan proclaimed October 2023 as National Disability Employment Awareness month in the City of Camas.

12. National Breast Cancer Awareness Month Proclamation

Mayor Hogan proclaimed October 2023 as Breast Cancer Awareness Month in the City of Camas.

13. Indigenous Peoples' Day Proclamation

Mayor Hogan proclaimed October 9, 2023, as Indigenous Peoples' Day in the City of Camas.

MEETING ITEMS

There were no meeting items.

ITEMS REMOVED FROM THE CONSENT AGENDA

5. Professional Services Agreement with WSP USA for Comprehensive Plan Update, Downtown Subarea Plan, and Climate Planning
(Submitted by Alan Peters, Community Development Director)

Peters provided an overview of the Professional Services Agreement. Discussion ensued.

It was moved by Nohr, and seconded, to approve this Consent Agenda item. The motion carried unanimously.

PUBLIC COMMENTS

Randal Friedman, Camas, commented about the Downtown Subarea Plan.

Marie Tabata-Callerame, Vancouver, commented about the Lake Management Plan.

CLOSE OF MEETING

The meeting closed at 8:12 p.m.



**City Council Workshop Minutes – Draft
Lake Management Plan Special Meeting
Thursday, September 28, 2023, 5:30 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 5:30 p.m.

ROLL CALL

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

Remote: Council Member Leslie Lewallen

Excused: Council Member Jennifer Senescu

Staff: Sydney Baker, Carrie Davis, Jennifer Gorsuch, Doug Quinn, Bryan Rachal, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record

LAKE MANAGEMENT PLAN PRESENTATION

1. Lake Management Plan Update – Draft Recommendations
Presenter: Steve Wall, Public Works Director & Jacob Krall, Geosyntec

This item was for Council's information only.

COUNCIL DISCUSSION

Council discussed the Lake Management Plan recommendations that were presented.

PUBLIC COMMENTS

The following members of the public commented about the Draft Lake Management Plan:

- John Ley
- Glen Dewillie
- Topher Dabrowski
- Marie Tabata-Callerame
- Dan Durringer

COUNCIL DISCUSSION

There was no further Council discussion.

CLOSE OF MEETING

The meeting closed at 8:02 p.m.



Staff Report – Consent Agenda

October 16, 2023, Council Regular Meeting

Final Plat Approval for Green Mountain Estates Phase 5B Subdivision (Submitted by Madeline Sutherland, Planner)

Phone	Email
360.817.1568	msutherland@cityofcamas.us

BACKGROUND: Green Mountain Estates Phase 5B is a forty-four (44) residential lot subdivision located north of NE 28th Street and Phase 4 of Green Mountain Estates. The site is bordered to the west by Phase 5A and Clark County land to the north and east. Both Phase 4 and Phase 5A have been platted at this time.

LOCATION: Parcel Number 986058218

OWNER: GME Development LLC
Attn: John Marquardt
PO Box 61426
Vancouver, WA 98666

ZONING: Single Family Residential (R-10)

TOTAL SITE AREA: 9.34 acres

LOTS: 44 residential lots

SUMMARY: A public hearing before the Hearings Examiner was held on March 30, 2016, and a land use decision with conditions of approval was issued for the subdivision on June 24, 2016, for the Green Mountain Estates Subdivision.

The applicant is requesting final plat approval for Phase 5B. Except for punch list items, the site improvements have been completed. Final acceptance will not be issued until the remaining punch list items have been completed in accordance with Camas Municipal Code (CMC) section 17.21.070.

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

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.

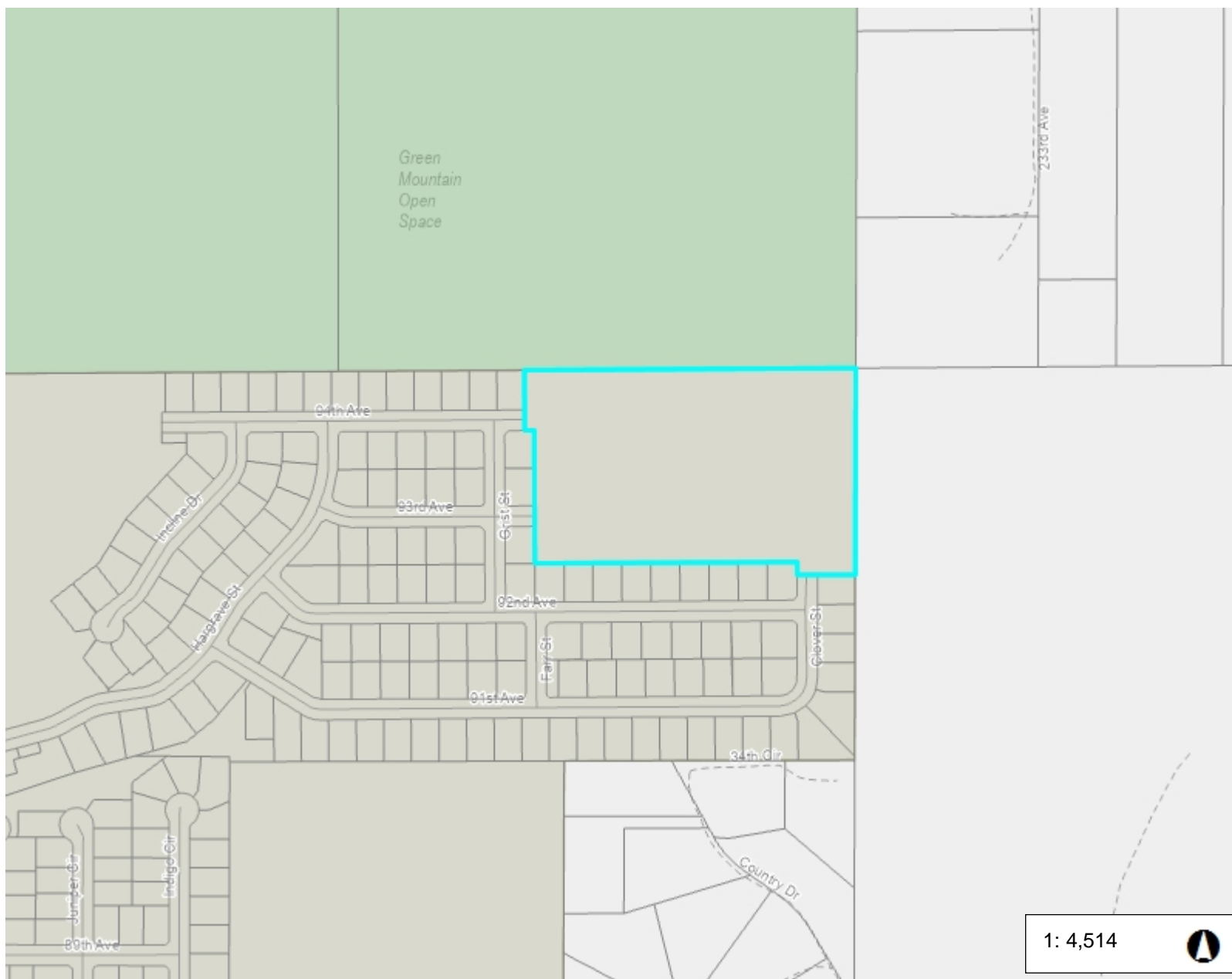
BENEFITS TO THE COMMUNITY: The development of this site implements several Comprehensive Plan goals and policies, including the Park and Open Space Comprehensive Plan and the Camas Municipal Code, as discussed in the staff report to the Hearings Examiner.

BUDGET IMPACT: Revenues will be generated from building permits issued for the 44 new residential lots.

RECOMMENDATION: Staff recommends that Council approve the final plat for the Green Mountain Estates Phase 5B subdivision.



Green Mountain Estates Phase 5B



752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

1: 4,514



Item 4.

Legend

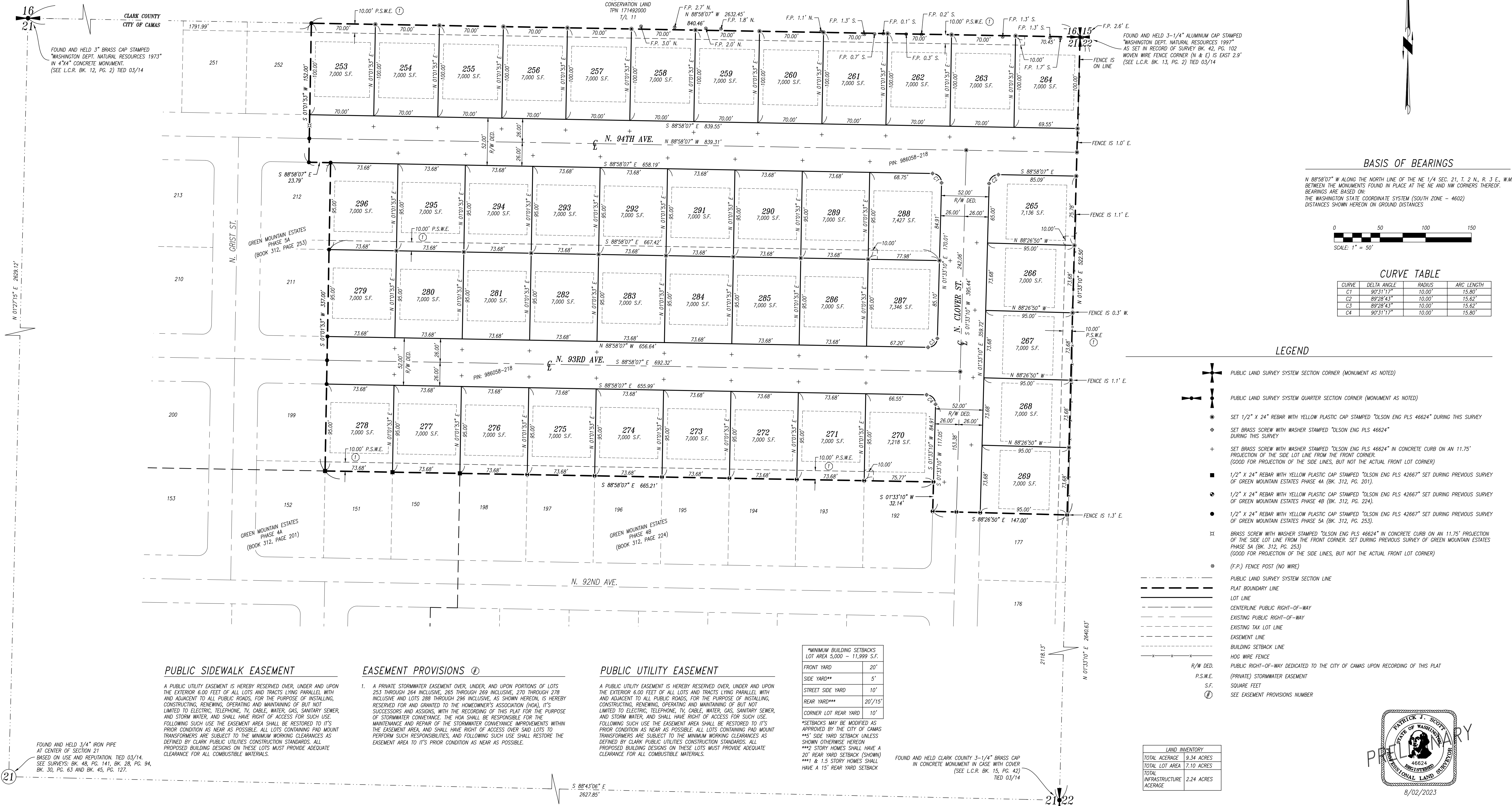
Taxlots

Notes:

GREEN MOUNTAIN ESTATES, A PLAT COMMUNITY

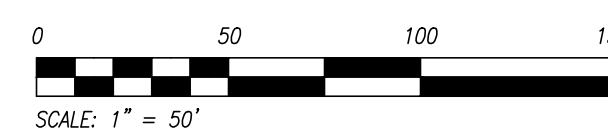
A SUBDIVISION IN THE NE 1/4 OF THE NE 1/4 SEC. 21, T. 2 N., R. 3 E., W.M., CITY OF CAMAS, CLARK COUNTY, WASHINGTON
CITY OF CAMAS FINAL ORDER SUB#15-02
SEPTEMBER, 2023

A SUBDIVISION IN THE NE 1/4 OF THE NE 1/4 SEC. 21, T. 2 N., R. 3 E., W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON
CITY OF CAMAS FINAL ORDER SUB#15-02



BASIS OF BEARINGS

N 88°58'07\"/>



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	90°31'17"	10.00'	15.80'
C2	89°28'43"	10.00'	15.62'
C3	89°28'43"	10.00'	15.62'
C4	90°31'17"	10.00'	15.80'

LEGEND

- PUBLIC LAND SURVEY SYSTEM SECTION CORNER (MONUMENT AS NOTED)
- PUBLIC LAND SURVEY SYSTEM QUARTER SECTION CORNER (MONUMENT AS NOTED)
-
- SET BRASS SCREW WITH WASHER STAMPED "OLSON ENG PLS 46624" DURING THIS SURVEY
- SET BRASS SCREW WITH WASHER STAMPED "OLSON ENG PLS 46624" IN CONCRETE CURB ON AN 11.75' PROJECTION OF THE SIDE LOT LINE FROM THE FRONT CORNER. (GOOD FOR PROJECTION OF THE SIDE LINES, BUT NOT THE ACTUAL FRONT LOT CORNER)
-
-
-
- BRASS SCREW WITH WASHER STAMPED "OLSON ENG PLS 46624" IN CONCRETE CURB ON AN 11.75' PROJECTION OF THE SIDE LOT LINE FROM THE FRONT CORNER. SET DURING PREVIOUS SURVEY OF GREEN MOUNTAIN ESTATES PHASE 5A (BK. 312, PG. 253). (GOOD FOR PROJECTION OF THE SIDE LINES, BUT NOT THE ACTUAL FRONT LOT CORNER)
- (F.P.) FENCE POST (NO WIRE)
- PUBLIC LAND SURVEY SYSTEM SECTION LINE
- PLAT BOUNDARY LINE
- LOT LINE
- CENTERLINE PUBLIC RIGHT-OF-WAY
- EXISTING PUBLIC RIGHT-OF-WAY
- EXISTING TAX LOT LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- HOG WIRE FENCE
- PUBLIC RIGHT-OF-WAY DEDICATED TO THE CITY OF CAMAS UPON RECORDING OF THIS PLAT
- (PRIVATE) STORMWATER EASEMENT
- SQUARE FEET
- SEE EASEMENT PROVISIONS NUMBER

PUBLIC SIDEWALK EASEMENT

A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON THE EXTERIOR 6.00 FEET OF ALL LOTS AND TRACTS LYING PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENOVATING, OPERATING AND MAINTAINING OF BUT NOT LIMITED TO ELECTRIC, TELEPHONE, TV, CABLE, WATER, GAS, SANITARY SEWER, AND STORM WATER, AND SHALL HAVE RIGHT OF ACCESS FOR SUCH USE. FOLLOWING SUCH USE THE EASEMENT AREA SHALL BE RESTORED TO ITS PRIOR CONDITION AS NEAR AS POSSIBLE. ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM WORKING CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DESIGNS ON THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS.

EASEMENT PROVISIONS ①

1. A PRIVATE STORMWATER EASEMENT OVER, UNDER, AND UPON PORTIONS OF LOTS 253 THROUGH 264 INCLUSIVE, 265 THROUGH 269 INCLUSIVE, 270 THROUGH 278 INCLUSIVE AND LOTS 288 THROUGH 296 INCLUSIVE, AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE HOMEOWNER'S ASSOCIATION (HOA), ITS SUCCESSORS AND ASSIGNS, WITH THE RECORDING OF THIS PLAT FOR THE PURPOSE OF STORMWATER CONVEYANCE. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STORMWATER CONVEYANCE IMPROVEMENTS WITHIN THE EASEMENT AREA, AND SHALL HAVE RIGHT OF ACCESS OVER SAID LOTS TO PERFORM SUCH RESPONSIBILITIES, AND FOLLOWING SUCH USE SHALL RESTORE THE EASEMENT AREA TO ITS PRIOR CONDITION AS NEAR AS POSSIBLE.

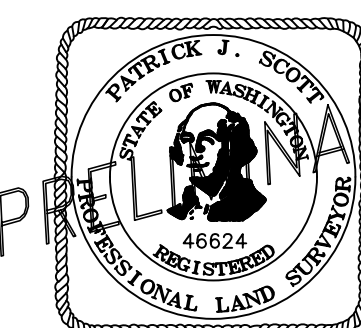
PUBLIC UTILITY EASEMENT

A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON THE EXTERIOR 6.00 FEET OF ALL LOTS AND TRACTS LYING PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENOVATING, OPERATING AND MAINTAINING OF BUT NOT LIMITED TO ELECTRIC, TELEPHONE, TV, CABLE, WATER, GAS, SANITARY SEWER, AND STORM WATER, AND SHALL HAVE RIGHT OF ACCESS FOR SUCH USE. FOLLOWING SUCH USE THE EASEMENT AREA SHALL BE RESTORED TO ITS PRIOR CONDITION AS NEAR AS POSSIBLE. ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM WORKING CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DESIGNS ON THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS.

*MINIMUM BUILDING SETBACKS	
LOT AREA 5,000 - 11,999 S.F.	
FRONT YARD	20'
SIDE YARD**	5'
STREET SIDE YARD	10'
REAR YARD***	20'/15'
CORNER LOT REAR YARD	10'

*SETBACKS MAY BE MODIFIED AS APPROVED BY THE CITY OF CAMAS
**SIDE YARD SETBACK UNLESS SHOWN OTHERWISE HEREON
***STORY HOMES SHALL HAVE A 20' REAR YARD SETBACK (SHOWN)
***1 & 1.5 STORY HOMES SHALL HAVE A 15' REAR YARD SETBACK

FOUND AND HELD CLARK COUNTY 3-1/4\"/>



8/02/2023

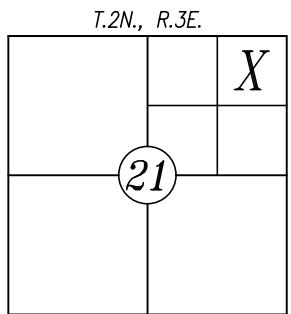
PG. 2 OF 2 JOB# 9595.01.05

COPYRIGHT 2023, OLSON ENGINEERING, INC.
FILE: J:\DATA\9000\9500\9595\9595\SURVEY\PLATS\PHASE 5\9595.S\FINAL PLAT PHASE 5B.DWG

OLSON ENGINEERS
LAND SURVEYORS
ENGINEERING INC. 222 E. EVERGREEN BLVD, YANCOUVER, WA 98660
1-360-695-1385
1-509-289-9836

GREEN MOUNTAIN ESTATES, A PLAT COMMUNITY

A SUBDIVISION IN THE NE 1/4 OF THE NE 1/4 SEC. 21, T. 2 N., R. 3 E., W.M., CITY OF CAMAS, CLARK COUNTY, WASHINGTON
CITY OF CAMAS FINAL ORDER SUB#15-02
SEPTEMBER, 2023



CITY OF CAMAS MAYOR

APPROVED BY _____ MAYOR _____ DATE _____

CITY OF CAMAS FINANCE DIRECTOR

THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL AT THE DATE OF CERTIFICATION.

CITY OF CAMAS FINANCE DIRECTOR DATE _____

CITY OF CAMAS PUBLIC WORKS DEPARTMENT

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

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

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

APPROVED BY _____ CITY OF CAMAS ENGINEER _____ DATE _____

CITY OF CAMAS COMMUNITY DEVELOPMENT

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

CAMAS-WASHOUGAL FIRE DEPARTMENT

APPROVED BY _____ CAMAS-WASHOUGAL FIRE CHIEF OR DESIGNEE _____ DATE _____

PROCEDURE

FIELD TRAVERSES WERE PERFORMED WITH A TRIMBLE S6 TOTAL STATION (3") AND ADJUSTED BY LEAST SQUARES. THE FIELD TRAVERSES MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090.

SURVEY REFERENCES

- PLAT OF COUNTRY VIEW ESTATES – PHASE 1 BY LAWSON LAND SURVEYING RECORDED IN BK. H OF PLATS, AT PG. 344, RECORDS OF CLARK COUNTY, WASHINGTON.
- PLAT OF COUNTRY VIEW ESTATES – PHASE 2 BY LAWSON LAND SURVEYING RECORDED IN BK. H OF PLATS, AT PG. 345, RECORDS OF CLARK COUNTY, WASHINGTON.
- RECORD OF SURVEY FOR THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES BY H. THOMAS LAIRD JR. (PLS 21490) RECORDED IN BK. 42 OF SURVEYS, AT PG. 102, RECORDS OF CLARK COUNTY, WASHINGTON.
- RECORD OF SURVEY FOR ERIC LOUCKS BY BLUHM ASSOCIATES LAND SURVEYORS, INC. RECORDED IN BK. 48 OF SURVEYS, AT PG. 141, RECORDS OF CLARK COUNTY, WASHINGTON.
- RECORD OF SURVEY FOR BOB HANSON BY AKS ENGINEERING AND FORESTRY, LLC RECORDED IN BK. 63 OF SURVEYS, AT PG. 053, RECORDS OF CLARK COUNTY, WASHINGTON.
- PLAT OF GREEN MOUNTAIN ESTATES PHASE 1 BY OLSON ENGINEERING, INC. RECORDED IN BOOK 312 OF PLATS, AT PAGE 22, RECORDS OF CLARK COUNTY, WASHINGTON.
- PLAT OF GREEN MOUNTAIN ESTATES PHASE 2 BY OLSON ENGINEERING, INC. RECORDED IN BOOK 312 OF PLATS, AT PAGE 42, RECORDS OF CLARK COUNTY, WASHINGTON.
- PLAT OF GREEN MOUNTAIN ESTATES PHASE 3 BY OLSON ENGINEERING, INC. RECORDED IN BOOK 312 OF PLATS, AT PAGE 99, RECORDS OF CLARK COUNTY, WASHINGTON.
- PLAT OF GREEN MOUNTAIN ESTATES PHASE 4A BY OLSON ENGINEERING, INC. RECORDED IN BOOK 312 OF PLATS, AT PAGE 201, RECORDS OF CLARK COUNTY, WASHINGTON.
- PLAT OF GREEN MOUNTAIN ESTATES PHASE 4B BY OLSON ENGINEERING, INC. RECORDED IN BOOK 312 OF PLATS, AT PAGE 224, RECORDS OF CLARK COUNTY, WASHINGTON.
- PLAT OF GREEN MOUNTAIN ESTATES PHASE 5A BY OLSON ENGINEERING, INC. RECORDED IN BOOK 312 OF PLATS, AT PAGE 253, RECORDS OF CLARK COUNTY, WASHINGTON.

PLAT NOTES

- A HOMEOWNER'S ASSOCIATION (HOA) SHALL BE REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE CONDITIONS, COVENANTS & RESTRICTIONS (C.C.&R'S) SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS.
- NO FURTHER SHORT PLATTING OR SUBDIVIDING OF ANY LOT OR TRACT WILL BE PERMITTED.
- BUILDING PERMITS WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL REQUIRED SUBDIVISION IMPROVEMENTS ARE COMPLETED ACCORDING TO THE APPROVED PLANS AND FINAL ACCEPTANCE HAS BEEN ISSUED BY THE CITY OF CAMAS.
- MAXIMUM BUILDING LOT COVERAGE FOR THIS SUBDIVISION IS 40%.
- AT THE TIME OF BUILDING PERMIT ISSUANCE THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, FIRE IMPACT FEES, AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES.
- AT THE TIME OF BUILDING PERMIT ISSUANCE THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO A \$97.18 FEE PER LOT, PAYABLE TO THE CITY OF VANCOUVER, AS THEIR PROPORTIONATE SHARE CONTRIBUTION FOR THE CONSTRUCTION OF A NORTHBOUND RIGHT TURN LANE ON NE 192ND AVE. AND A WESTBOUND RIGHT TURN LANE ON NE 13TH ST.
- AT THE TIME OF BUILDING PERMIT ISSUANCE THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO A \$1,235.77 FEE PER LOT, AS THEIR PROPORTIONATE SHARE CONTRIBUTION FOR THE NORTH SHORE SEWER TRANSMISSION SYSTEM (PREVIOUSLY KNOWN AND APPROVED AS THE "NORTH URBAN GROWTH AREA – SEWER TRANSMISSION SYSTEM" OR NUGA-ST5).
- WETLANDS, STREAMS AND ASSOCIATED BUFFERS SHALL BE MAINTAINED IN THEIR NATURAL STATE AS DESCRIBED IN THE GREEN MOUNTAIN ESTATES FINAL WETLAND MITIGATION PLAN USACE REF: NWS-2017-22 PREPARED BY THE RESOURCE COMPANY, INC. DATED APRIL 18, 2017 ON FILE WITH THE CITY OF CAMAS AS REQUIRED FOR THE APPROVAL OF THIS FINAL PLAT. ANY MODIFICATIONS TO CRITICAL AREAS AND BUFFERS MUST BE APPROVED IN WRITING BY THE CITY OF CAMAS AFTER SUBMITTAL OF A REVISED CRITICAL AREA REPORT.
- TREE TOPPING IS NOT PERMITTED WITH THIS DEVELOPMENT, NOR REMOVAL OF MORE THAN 20% OF A TREE'S CANOPY. TREES THAT ARE DETERMINED TO BE HAZARDOUS BY A LICENSED ARBORIST MAY BE REMOVED AFTER APPROVAL BY THE CITY OF CAMAS. REQUIRED STREET TREES AND BACKYARD TREES SHALL BE PROMPTLY REPLACED FOLLOWING REMOVAL WITH AN APPROVED SPECIES.
- ONE STREET TREE AND ONE BACKYARD TREE SHALL BE MAINTAINED IN GOOD HEALTH FOR EACH LOT AND REPLACED ONLY WHEN HAZARDOUS.
- THE GREEN MOUNTAIN ESTATES SUBDIVISION IS UNDER A FLIGHT CORRIDOR FOR GROVE AIRFIELD; AIRCRAFT NOISE IS TO BE EXPECTED.
- ENTRANCE INTO CLARK COUNTY'S CONSERVATION LANDS FROM INDIVIDUAL LOTS SHALL BE STRICTLY PROHIBITED WITHOUT FIRST OBTAINING AN ACCESS AGREEMENT FROM CLARK COUNTY.
- THE GREEN MOUNTAIN ESTATES SUBDIVISION, OF WHICH THIS PLAT OF PHASE 5A IS A PART, IS LOCATED ADJACENT TO CLARK COUNTY CONSERVATION LAND, LYING NORTH OF THE NORTH LINE OF THE NE 1/4 OF SECTION 21 AS SHOWN HEREON, MANAGED FOR SUSTAINABLE FORESTRY ON WHICH A VARIETY OF FORESTRY OPERATIONS MAY OCCUR THAT MAY NOT BE COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF LIMITED DURATION. POTENTIAL DISCOMFORTS OR INCONVENIENCES MAY INCLUDE, BUT ARE NOT LIMITED TO: NOISE, ODORS, FUMES, DUST OR OPERATION OF MACHINERY DURING ANY TWENTY-FOUR (24) HOUR PERIOD.

RESTRICTIONS

- THE PROPERTY DESCRIBED HEREIN IS SUBJECT TO THAT AVIATION EASEMENT IN FAVOR OF THE PORT OF CAMAS-WASHOUGAL RECORDED OCTOBER 8, 2019 UNDER AUDITOR'S FILE NO. 5657931 EAS, RECORDS OF CLARK COUNTY, WASHINGTON.

CLARK COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. NO. 58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS

GREEN MOUNTAIN ESTATES – PHASE 5B

SUBDIVISION PLAT NO. _____ IN THE COUNTY OF CLARK, STATE OF WASHINGTON

CLARK COUNTY ASSESSOR

CLARK COUNTY AUDITOR

ATTESTED BY _____ CLARK COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 2023 AT _____ AM/PM.

AUDITORS FILE NO. _____ BOOK OF PLATS _____, AT PAGE _____.

PHASE 5B SUBMITTED TO THE PLAT COMMUNITY

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN EXHIBIT C OF THAT LOT SEGREGATION RECORDED JULY 27, 2017 UNDER AUDITOR'S FILE NO. 5426851 BLA SITUATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF CAMAS, CLARK COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;
THENCE NORTH 88° 58' 07" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 840.46 FEET TO A POINT ON THE EAST LINE OF GREEN MOUNTAIN ESTATES PHASE 5A, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 312 OF PLATS AT PAGE 253, RECORDS OF SAID COUNTY;
THENCE THE FOLLOWING COURSES ALONG THE EAST LINE OF SAID GREEN MOUNTAIN ESTATES PHASE 5A:
THENCE SOUTH 01° 01' 53" WEST 152.00 FEET;
THENCE SOUTH 88° 58' 07" EAST 23.79 FEET;
THENCE SOUTH 01° 01' 53" WEST 337.00 FEET TO A POINT ON THE NORTH LINE OF GREEN MOUNTAIN ESTATES PHASE 4A, RECORDED IN BOOK 312 OF PLATS AT PAGE 201, RECORDS OF SAID COUNTY;
THENCE SOUTH 88° 58' 07" EAST ALONG THE NORTH LINE OF SAID GREEN MOUNTAIN ESTATES PHASE 4A, AND THE NORTH LINE OF GREEN MOUNTAIN ESTATES PHASE 4B, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 312 OF PLATS AT PAGE 224, RECORDS OF CLARK COUNTY;
THENCE THE FOLLOWING COURSES ALONG THE NORTHERLY LINE OF SAID GREEN MOUNTAIN ESTATES PHASE 4B:
THENCE SOUTH 88° 58' 07" EAST 665.21 FEET;
THENCE SOUTH 01° 33' 10" WEST 32.14 FEET;
THENCE SOUTH 88° 26' 50" EAST 147.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21;
THENCE NORTH 01° 33' 10" EAST, ALONG SAID EAST LINE 522.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.34 ACRES, MORE OR LESS.

DEED REFERENCE

GRANTOR: GREEN MOUNTAIN ESTATES, LLC
GRANTEE: GREEN MOUNTAIN ESTATES, LLC
AF#: 5426851 BLA
DATE: 07/27/2017

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 GREEN MOUNTAIN ESTATES, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN 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 GREEN MOUNTAIN ESTATES RECORDED UNDER CLARK COUNTY RECORDING NO. _____

GME DEVELOPMENT, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

BY:

ITS:

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT; ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT, AS AUTHORIZED SIGNATOR OF GME DEVELOPMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE _____

DATED: _____, 2023.

PRINTED NAME: _____

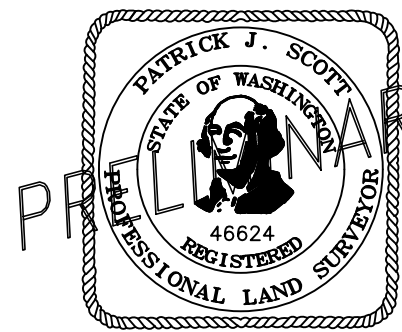
NOTARY PUBLIC IN AND FOR THE STATE OF _____

MY COMMISSION EXPIRES _____

LAND SURVEYOR'S CERTIFICATION

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 THE HOLT GROUP, INC. ON AUGUST 3, 2021. I HEREBY CERTIFY THAT THIS MAP FOR GREEN MOUNTAIN ESTATES 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.

PATRICK J. SCOTT _____ DATE _____
PROFESSIONAL LAND SURVEYOR NO. 46624



8/02/2023

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

SIGNED OR ATTESTED BEFORE ME ON _____ BY PATRICK J. SCOTT.

NOTARY SIGNATURE _____

DATED: _____, 2023.

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF _____

MY COMMISSION EXPIRES _____

PG. 1 OF 2 JOB# 9595.01.05

COPYRIGHT 2023, OLSON ENGINEERING, INC.
FILE: J:\DATA\9000\9500\9590\9595\SURVEY\PLATS\PHASE 5\9595.S\FINAL PLAT PHASE 5B.DWG

OLSON ENGINEERS
LAND SURVEYORS
ENGINEERING INC. 222 E. EVERGREEN BLVD, VANCOUVER, WA 98660
1-360-695-1385
1-509-289-9836



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. N/A

CAMAS CITYWIDE SPORT FIELDS PLAN

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and MacKay Sposito, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Camas Citywide Sport Fields Plan.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than June 30, 2024, unless an 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 this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$124,880 under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "B".
 - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of Exhibit "C" attached hereto and by this reference made part of this Agreement, and shall include the attached Exhibit "C" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
 - c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier Consultant certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier Consultant is unable to certify to any of the statements in this contract, such Consultant shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Trang Lam
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7037
 EMAIL: tlam@cityofcamas.us

 Notices to Consultant shall be sent to the following address:
 Juanita Rogers
 MacKay Sposito
 18405 SE Mill Plain Boulevard, Suite 100
 Vancouver, WA 98683
 PH: 360-721-6394
 EMAIL: jrogers@mackaysposito.com
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration,

unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20____

CITY OF CAMAS:

MACKAY SPOSITO:

Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

**EXHIBIT “A”
SCOPE OF SERVICES**

Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100 Vancouver, WA 98683
360.695.3411 www.mackaysposito.com

September 27, 2023

Camas Parks & Recreation Department
Attn: Trang Lam
227 NE Lake Road
Camas, WA 98607

Re: Camas Citywide Sports Field Plan - Scope of Work

Dear Trang:

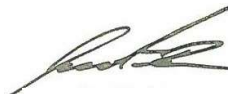
On behalf of the MacKay Sposito team, I thank the City of Camas for this opportunity to provide the following scope and fee for professional services for developing a Citywide Sports Field Assessment Plan. For this effort, we have added Erik Sweet, PLA to our team as a subconsultant to provide support in athletic field design and synthetic turf expertise. Together our team brings a deep understanding of facility needs, construction, and management of athletic facilities.

The attached scope of services (Exhibit A) and fees (Exhibit B) identify the scope of work and the associated costs for each task based on anticipated services outlined in the RFQ requirements and the sports court assessment we discussed in our recent scoping meeting. Once you have had an opportunity to review the following proposal, we would like to schedule a review meeting to discuss this proposal to ensure the scope of work aligns with the City's expectations.

Again, we appreciate the opportunity to provide this proposal for your consideration. We are very excited to work with you and look forward to developing this plan to help the city assess and improve athletic facilities for the community of Camas.

Please do not hesitate to contact me with any questions you may have.

Sincerely,



Juanita Rogers, PLA
Landscape Architecture Manager
Mackay Sposito
360.721.6394

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Introduction

GENERAL PROJECT DESCRIPTION/BACKGROUND

The Citywide Sports Field Plan (Plan) is an assessment of the athletic field's capacity and conditions, which include the nine existing city sites with athletic sports fields and courts within the city limits of Camas. Capacity assessment will also include a demand analysis of East County to better understand opportunities for partnerships amongst various jurisdictions to phase in additional capacity. The Plan will serve as a management tool for the City to maintain and enhance its existing fields and sports courts and provide a strategy for adding additional capacity to meet the growing demand efficiently and cost-effectively. The Plan will complete field and court evaluations, assess use capacity, research best practices for service levels, and help identify best practices for the operations and maintenance (O&M) program. The goal is to develop strategies and recommendation plans to optimize existing fields and court use while providing a phased approach to adding capacity.

The consultant team and the City team will meet with stakeholders to quantify current field and court use, identify if there are system gaps, and explore opportunities to continue to build strong partnerships. This effort will include discussions with sports leagues to help support general maintenance and capital improvements. This process will also explore partnership agreements with school districts and other local jurisdictions to use existing fields and courts or interim use of other lands to increase capacity for sports users.

System-wide demand analysis in East County includes the following areas:

- Camas School District
- Washougal School District
- Clark County
- City of Washougal
- City of Vancouver (eastside adjacent to Camas)

The city's existing sports field and court locations include the following nine sites:

- Forest Home Park
- Crown Park
- Prune Hill Sports Park
- Dorothy Fox Field
- Fallen Leaf Park
- Louis Bloch Park
- Goot Park
- Grass Valley Park
- Oak Park

Anticipated stakeholders include:

- Camas Little League
- East County Little League
- Babe Ruth Baseball
- Soccer user group
- Lacrosse user group
- Pickleball/Tennis user groups
- Clark County/Harmony Sports Association
- City of Washougal
- Camas School District

- Washougal School District
- Clark County Youth Football (CCYF)
- Rugby user group
- Sand volleyball group

The city and consultant will identify the final selection of stakeholders at the project's startup phase. This scope includes up to 6 individual stakeholders and/or small user group meetings.

GENERAL PROJECT ASSUMPTIONS:

The following are assumed to be included as part of the project:

- Condition Assessment and Recommendations, by priority, of improvements
- ADA Compliance Assessment
- Data Collection for Asset Management
- Recommendations for Future Growth Needs - Level of Service
- System-wide demand analysis in east county
- Stakeholder and Community Engagement
- Strategies and Phased Approach for Improvements
- Cost Model and User Fee Structure
- Operations and Maintenance Needs Assessment and Recommendations
-

Rough Order of Magnitude (ROM) Cost Estimates

The following elements are “optional” tasks in the project and additional scoping would be required to include:

- Two additional individual stakeholders and/or small user group meetings as needed.
- Improvement of Conceptual Plans for recommendations

The following elements are not included in the project scope:

- Site Assessments for non-city sport fields and courts
- Conceptual Plans and associated ROM costs for athletic facilities outside of the nine city sites.
- RCO Grant Support

Scope of Work

(Exhibit "A")

City of Camas Parks and Recreation Department
Citywide Sports Field Plan

1.0 PROJECT MANAGEMENT

The Project Manager will coordinate the Consultant's team, organize project resources, and monitor and control budget and progress. We anticipate the project's duration to be an 8-month period (November to July).

1.1 PROJECT ADMINISTRATION

- Maintain the project schedule as a Gantt chart accessible using Smartsheet, containing task descriptions, start and end dates, completion milestones, and predecessors for each task. Critical path tasks will be clearly identified. The schedule will conform to contract milestones.

Assumptions: The City's Internal Team will commit to an agreed-upon milestone schedule.

Deliverable: Project schedule, (2) updates.

1.2 PROJECT STATUS REPORTS

- Prepare and submit monthly status reports along with invoices. Project status reports will be compared by task, budget status, and progress, including percent completion, and estimate to completion. In addition, status reports shall summarize specific progress, decisions required by the Owner, potential budget or schedule impacts, descriptions of any work required for successful project completion, and any tasks that MSi believes are outside of its agreed-upon scope of services or, and other information deemed to be important to project completion.

Assumptions: Assume an 8-month project timeline.

Deliverable: Monthly Status Report (8) total

1.3 INVOICING

- Prepare and submit monthly invoices consistent with the work completed.

Assumption: Invoicing shall be by Task described in this Scope of Work. Invoices will indicate, by Task, total budget, amount previously billed, current billing amount, total amount billed to date, and budget remaining. Invoice attachments shall include personnel names, personnel classifications, billing rates, hours, and direct charges.

Deliverables: Monthly Invoices (8) total

1.4 PROJECT COORDINATION MEETINGS

- Project check-in with MSi and the City Project Manager (Juanita & Trang) will occur bi-weekly by phone.
 - PM check-in - up to 16 meetings, 30 mins. each, by phone.
- Schedule and lead recurring project coordination meetings with the consultant team and the City.
 - Recurring coordination meetings - monthly, up to 8 meetings, 1 hour each, virtual.

Deliverables: *Meeting agenda, meeting minutes, and task assignments*

1.5 KICK-OFF MEETING

- Attend a 1.5-hour virtual kick-off meeting with all City departments who will be involved and reviewing the project. The intent of this meeting is to review the project and get input early on from each department. We will also use this meeting to identify key stakeholders.

Assumptions: *The city will provide all contact information and be involved in establishing roles and responsibilities of the Internal Planning Committee (IPC) involved.*

Deliverables: *Meeting agenda, meeting minutes/notes, and task assignments.*

2.0 COMMUNITY ENGAGEMENT

The MSi team will collect and review existing public input collected during the recently adopted PROS plan and other relevant city projects. A Public Participation Plan (PPP) will be created to augment community engagement specific to the needs of this scope and focus. Broader community outreach and stakeholder engagement will have a feedback loop at draft recommendations with at least two touch points during the project.

2.1 BROADER COMMUNITY OUTREACH

- Help prepare for and attend (presentation support as needed) up to two public meetings.
- Develop project materials to promote community outreach, such as postcard mailers, community tabling, surveys, and social media as identified in the PPP.
- Provide presentation materials in PowerPoint, infographics, plans, and cost estimates for the City's use in meetings and distribution to the public.

Assumptions:

- *The city will distribute meeting notices and arrange any physical or virtual meeting venues.*
- *Provide up to 44 hours of support.*

Deliverables:

- Attend and present at (2) two public meetings.
- PowerPoint presentations including talking points for the City's use.
- Promotion materials for outreach – Items outlined above for the City's use and distribution.

2.2 STAKEHOLDER MEETINGS

- Develop survey materials to support stakeholder engagement.
- Conduct individual key stakeholder and small user group meetings (up to 6). These meetings will gather information and insight from key stakeholders and will be vetted with the City.
- Meeting agenda and meeting minutes.

Assumptions:

- The City will contact stakeholders, coordinate schedules, and identify a location for the meeting.
- The City will identify stakeholders at the startup phase of the project.
- Stakeholder/user group meetings will be up to 1.5 hours each. For scoping purposes, we will assume half will be in-person, and half will be virtual.
- Sports leagues and clubs will provide field use numbers based on registration, use hours, and type of play.
- Provide up to 60 hours of support.

Deliverables:

- Memo of stakeholder engagement
- Summary of sports league and club's current use

2.3 INTERNAL PLANNING COMMITTEE (IPC) MEETING

- Workshop with the City's Internal Planning Committee (IPC), including parks, planning, land management, athletic programming, and O&M staff to obtain city input.

Assumptions: There will be at least two touch points, once at draft recommendations and again at final.

Deliverables: Agenda and meeting minutes.

2.4 PARK BOARD AND COUNCIL UPDATES

- Parks & Recreation Commission and City Council presentations. Attend and provide presentation support for up to (4) four meetings.
- Provide PowerPoint presentation materials and narratives in the form of infographics, plans, and cost estimates.

Assumptions:

- *Anticipate (2) two meetings each - draft and final recommendations.*
- *MSi will develop materials and attend meetings to support the City presentations as needed.*
- *Provide up to 28 hours of support.*

Deliverables:

- *Attend and present at (4) four park board and Council meetings.*
- *PowerPoint presentations including talking points for the City's use.*

3.0 DATA GATHERING AND CONDITION ASSESSMENT**3.1 EXISTING DOCUMENT REVIEW AND SITE VISITS**

- Gather and combine relevant information from various plans, reports, studies, and other relevant documents for desktop review, including available GIS data.
- Conduct physical site assessment visits (of City of Camas facilities) documenting data such as safety and risk, field orientation, site drainage, amenities, program type, and capacity, ADA accessibility and compliance, parking and access, overall field condition, and level of service provided with each of the existing fields.
- Identify potential needs for improvement, enhancement, or renovation, along with opportunities to improve operations and maintenance (O&M) to be reviewed and prioritized with the City.
- Assess and rate conditions of amenities and identify existing deficiencies based on the agreed-upon desired level of service standards established.
- Prepare a demand analysis to identify sports programs underserved by the current field availability, including fields within East County owned by other jurisdictions.
- Research and compare levels of service and O&M practices used by other regional cities to help inform recommendations.

Assumptions:

- *Anticipate a 2-hour site visit per site to collect data.*
- *Only one site visit will be conducted per site. If site conditions are dry during the visit, the consultant team will rely on input from maintenance and user groups to identify drainage challenges and issues.*
- *Data collected during stakeholder interviews will be used to help complete data forms, per the examples provided to the City before scoping.*
- *Assessment of existing fields/courts in the Camas School District and nearby communities will be looked at, at a high level and will not include field visits.*
- *Demand Analysis summary is based on data collected from sports associations, City data provided, and other stakeholders.*
- *Development of schematic site-specific maps for recommended improvements are an "optional task", additional scoping would be required.*

Deliverables:

- *Data sheets for each City site, including each field/court, will be documented, and outlined in the findings from the visit, desktop review, and stakeholder input.*
- *Summary of the assessment in an easy-to-use matrix, including prioritization of recommended improvements and ROM cost estimate.*
- *Demand Analysis Summary.*
- *Recommendations for level of service and O&M practices.*

4.0 PLAN DEVELOPMENT

The MSi team will develop a draft and final plan that will serve as a management tool for the City to maintain and enhance its existing fields and sports courts and provide a strategy for adding additional capacity to meet the growing demand efficiently and cost-effectively. This document is intended to be a living document and support the city's efforts in asset management; therefore, it will be important to establish and agree upon the format of documenting the information early in the process of gathering data. Reformatting and redeveloping tools at the end of the process will result in added costs and time in completing the project. Re-evaluation should be conducted every 2-5 years as the community grows and the demands for athletic fields and sports courts change.

Information gathered in all prior tasks will be synthesized into a draft plan and will include the following:

- Summary of the planning process, including existing condition evaluations, assessment use capacity, and needs assessments.
- Document the community engagement process and findings.
- Recommendations and implementation strategies for improvements to existing fields, sports courts, and new facilities to accommodate present and future user demands.
- Research best practices in other Pacific Northwest cities' sports fields and sports courts, levels of service, and O&M programs to identify elements of those programs that meet the needs of Camas.
- Recommendations on funding and partnerships
- O&M program recommendations, including fee model.
- *Development of working exhibits for ROM takeoffs.*
- ROM cost estimating
- Develop strategies and implementation plans to optimize existing fields and sports court utilization while providing a phased approach to adding capacity.

4.1 DRAFT CITYWIDE SPORTS FIELD PLAN

- Draft narrative and spreadsheets.

Assumptions:

- *Working exhibits for ROM takeoffs will be developed using aerial imagery.*
- *Concept plans for recommended improvements are an optional task.*
- *Draft materials will be used for a second touch point with the stakeholders, city staff, community, and commissions to gain input and consensus before*

finalizing recommendations in the planning document. This scope assumes one round of review and revision comments.

Deliverables: Draft assessment report narratives and graphics.

4.2 FINAL CITYWIDE SPORTS FIELD PLAN

- Incorporate review comments from the draft review and finalize the plan.
- Final narrative, maps, spreadsheets, and ROM budget estimates.

Deliverables: Final assessment, including all maps, narratives, spreadsheets, ROM budget estimates, and supporting graphics.

**EXHIBIT “B”
COSTS AND BILLING RATES**

Fees

(Exhibit "B") Fees**City of Camas Parks and Recreation Department****Citywide Sports Field Plan****Design Services**

1.0	Project Management	\$ 17,248.00
2.0	Community Engagement	\$ 21,920.00
3.0	Data Gathering and Condition Assessment	\$ 32,231.00
4.0	Plan Development	\$ 51,696.00
	Reimbursable	\$ 1,785.00
Total Fees		\$ 124,880.00

2023 HOURLY RATE SCHEDULE**Southern Washington**

	<u>Regular</u>		<u>Regular</u>
Senior Principal	\$328.00	Clerical	\$88.00
Principal	\$268.00	Survey Manager	\$208.00
Engineering Manager	\$228.00	Project Manager – Survey	\$188.00
Project Engineer	\$192.00	Land Surveyor IV	\$168.00
Engineer IV	\$176.00	Land Surveyor III	\$156.00
Engineer III	\$160.00	Land Surveyor II	\$148.00
Engineer II	\$148.00	Land Surveyor I	\$136.00
Engineer I	\$124.00	Survey Technician IV	\$136.00
Project Manager – Design	\$204.00	Survey Technician III	\$120.00
Project Controls Manager	\$232.00	Survey Technician II	\$112.00
Contract Administrator	\$172.00	Survey Technician I	\$100.00
Project Coordinator II	\$136.00	Survey Aid	\$80.00
Project Coordinator I	\$124.00	Survey Party Chief	\$148.00
Design Technician IV	\$152.00	Survey Party Chief – Out of Town	\$153.00
Design Technician III	\$140.00	Survey Instrument Person	\$104.00
Design Technician II	\$132.00	Survey Instrument Person – Out of Town	\$109.00
Design Technician I	\$112.00	GIS Mapping Specialist	\$148.00
Landscape Manager	\$196.00	GIS Mapping Specialist II	\$156.00
Project Manager – Landscape	\$168.00	Public Involvement Associate/Mgr.	\$156.00
Landscape Architect II	\$152.00	Public Involvement Coordinator	\$104.00
Landscape Architect I	\$132.00	Creative Designer	\$100.00
Landscape Designer III	\$124.00	Stormwater Analyst	\$136.00
Landscape Designer II	\$116.00	Environmental Manager II	\$185.00
Landscape Designer I	\$104.00	Environmental Manager I	\$165.00
Planning Director	\$244.00	Environmental Specialist IV	\$135.00
Planning Manager	\$220.00	Environmental Specialist III	\$126.00
Senior Planner	\$208.00	Environmental Specialist II	\$114.00
Project Manager – Planning	\$190.00	Environmental Specialist I	\$102.00
Planner III	\$172.00	Environmental Tech IV	\$90.00
Planner II	\$165.00	Environmental Tech III	\$85.00
Planner I	\$160.00	Environmental Tech II	\$80.00
Planning Technician	\$136.00	Environmental Tech I	\$75.00
Land Development Assistant	\$100.00	Natural Resource Specialist IV	\$148.00
Accounting Manager	\$204.00	Natural Resource Specialist III	\$135.00
Project Accountant	\$140.00	Natural Resource Specialist II	\$120.00
Administrative Manager	\$140.00	Natural Resource Specialist I	\$112.00
Administrative Assistant	\$100.00	UAV Pilot	\$152.00

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.

HOURLY RATE SHEET & EXPENSES

AS OF 01/01/2023

(Rates subject to change without notice)

LABOR

PRINCIPAL LANDSCAPE ARCHITECT	\$175.00/HR
SENIOR LANDSCAPE ARCHITECT	\$150.00/HR
LANDSCAPE DESIGNER	\$115.00/HR
GRAPHIC DESIGNER	\$95.00/HR
ADMINISTRATIVE	\$85.00/HR

COPIES AND PRINTS

	<u>8 1/2 x 11</u>	<u>11 x 17</u>	<u>LARGE FORMAT</u>
BLACK & WHITE COPIES/PRINTS	\$ 0.15	\$ 0.30	COST + 10%
COLOR PRINTS	\$ 0.50	\$ 1.00	COST + 10%

EXPENSES

VEHICLE MILEAGE CURRENT IRS RATE

AUTO RENTAL, SHIPPING CHARGES, PHOTOGRAPHY, LODGING, AIRFARE, PER DIEM,
SUB-CONSULTANTS AND MISC. EXPENSES: COST PLUS 10%

EXHIBIT “C”

TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment,

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Citizen Appointment

Board/ Committee/ Commission	Term	Full Name	Appointment	Term Expiration
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Library Board of Trustees	5-year Unfulfilled Term	Emilia Brasier	Appointment	12/31/2025
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~ PROCLAMATION ~

WHEREAS, the Camas High School Marching Band has an established record as one of the top High School Marching Bands in the State of Washington; and,

WHEREAS, the Camas High School Band has entertained thousands of audience members at football games, parades, and showcases with their choreography, formations, and enthusiasm, bringing joy to thousands of residents and visitors; and,

WHEREAS, the Camas Band has demonstrated an unwavering commitment to their performances thanks to their band director, Richard Mancini, a musical virtuoso who inspires students to perform at their highest level; and,

WHEREAS, the Camas Band has represented Camas High School and our city throughout the state and country, including marching at the annual Camas Days Parade or playing for large crowds at Disney's Magic Kingdom; and,

WHEREAS, students in band work diligently to maintain their academic excellence, as well as their musical excellence, and learn multi-tasking, responsibility, teamwork, commitment, and leadership; and,

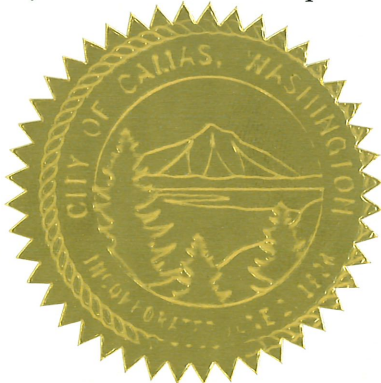
WHEREAS, October 30 marks a special day for the Camas High School Band, as on this day in 2009, the Camas High School Band performed a "Thriller" halftime show and introduced choreography and dance moves to Camas audiences for the first time; and,

WHEREAS, this proclamation acknowledges the achievements of the hundreds of Camas Band members that have gone through or are currently in the program and recognizes the City of Camas' pride in the organization and the importance of arts education and creativity, in general.

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim October 30, 2023, as:

"Camas High School Band Day"

in the City of Camas and call upon all our residents to recognize this observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 16th day of October 2023.

Steve Hogan, Mayor