



City Council Regular Meeting Agenda Monday, October 18, 2021, 7:00 PM REMOTE MEETING PARTICIPATION

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)

How to join meeting:

OPTION 1 -

1. Go to www.zoom.us to download the app or click "Join A Meeting" and paste Meeting ID - 998 7056 1085
2. Or, from any device click <https://zoom.us/j/99870561085>

OPTION 2 - Join by phone (audio only) call 877-853-5257 and use meeting ID #998 7056 1085

For Public Comment:

1. Click the raise hand icon in the app or by phone, hit *9 to "raise your hand"
2. Or, email to publiccomments@cityofcamas.us (400 word limit)

Emails received by one hour before the start of the meeting are emailed to Council. During public comment, the clerk will read each email's submitter name, subject, and date/time received. Emails received up to one hour after the meeting are emailed to Council and attached to meeting minutes.

To simply observe the meeting, go to the City's Public Meetings page - www.cityofcamas.us/meetings and click the "Watch Livestream" on the left of the page.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA

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

1. [October 4, 2021 Camas City Council Workshop and Regular Meeting Minutes, and October 5, 2021 City Council Town Hall Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee

3. [Lacamas Creek Sanitary Sewer Pump Station Improvements, Tapani, Inc. Final Acceptance \(Submitted by James Carothers, Engineering Manager\)](#)
4. [Axon Purchase Agreement Police Department Body Worn Camera System Mayor Signature Authorization \(Submitted by Mitch Lackey, Chief of Police\)](#)

NON-AGENDA ITEMS

5. Staff Updates
6. Council

MAYOR

7. Mayor Announcements
8. [Breast Cancer Awareness Month Proclamation](#)

MEETING ITEMS

9. [Public Hearing for 2022 Community Block Development Grant Application](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 15 minutes](#)
10. [Weakley Annexation – 10% Notice of Intent](#)
[Presenter: Robert Maul, Interim Community Development Director](#)
[Time Estimate: 10 minutes](#)
11. [28th Street Annexation – 10% Notice of Intent](#)
[Presenter: Robert Maul, Interim Community Development Director](#)
[Time Estimate: 30 minutes](#)
12. [Transportation System Plan Update](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 10 Minutes](#)

PUBLIC COMMENTS

ADJOURNMENT



City Council Workshop Minutes - Draft
Monday, October 04, 2021, 4:30 PM
REMOTE MEETING PARTICIPATION

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

CALL TO ORDER

Mayor Ellen Burton called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan and Shannon Roberts

Excused: Council Member Melissa Smith

Staff: Bernie Bacon, Kevin Bergstrom, James Carothers, Tony Collver, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Ron Schumacher, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

PUBLIC COMMENT

No one from the public wished to speak.

WORKSHOP TOPICS

1. Fire Department Capital Facilities Plan
Presenter: Nick Swinhart, Fire Chief; Jeff Humphreys and Cathy Bowman of Mackenzie; Stewart Gary of Citygate Associates, LLC; and Chris Blakney of ECONorthwest

The consultant team reviewed the Fire Capital Facilities Plan. Discussion ensued. This item was for Council's information.

2. AXON Contract for Body Worn Cameras
Presenter: Mitch Lackey, Police Chief

This item will be placed on the October 18, 2021 Consent Agenda for Council's consideration.

3. 2022 Community Development Block Grant Application
Presenter: James Carothers, Engineering Manager

A public hearing has been placed on the October 18, 2021 Regular Meeting Agenda.

4. 2021 Limited General Obligation Bond Presentation
Presenter: Cathy Huber Nickerson, Finance Director

This item will be placed on the October 18, 2021 Workshop Agenda.

5. Mayor's Recommended 2022 Readoption Budget Presentation
Presenter: Cathy Huber Nickerson, Finance Director

This item will be placed on the October 18, 2021 Workshop Agenda.

COUNCIL COMMENTS AND REPORTS

Chaney attended the Journey Kids ribbon cutting and will attend the Clark Regional Emergency Services Agency (CRESA) meeting.

Roberts attended the Northshore Subarea Plan Committee meeting.

Roberts and Mayor Burton attended the joint meeting of the Planning Commission and the Parks and Recreation Commission.

Roberts, Carter, and Hogan attended the Camas City Council Retreat.

Roberts and Hogan will attend the City Council Town Hall and the second City Council Retreat. Carter will be unable to attend the Town Hall and Council Retreat meetings.

Carter and Hogan attended the Finance Committee meeting.

Anderson attended the C-TRAN groundbreaking event and will attend the C-TRAN Board meeting.

Hogan will attend the Columbia River Economic Development Council (CREDC) meeting.

Mayor Burton commented about the All Paws on Deck event, the Camas High School DECA program, the Coffee with a Cop event; the Camas Police Department Pink Patch fundraiser, Journey Community Church, and the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award given to the Finance Department.

Mayor invited everyone to the October 5, 2021 City Council Town Hall.

PUBLIC COMMENT

No one from the public wished to speak.

ADJOURNMENT

The meeting adjourned at 6:16 p.m.



City Council Regular Meeting Minutes - Draft
Monday, October 04, 2021, 7:00 PM
REMOTE MEETING PARTICIPATION

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

CALL TO ORDER

Mayor Ellen Burton called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan and Shannon Roberts

Excused: Council Member Melissa Smith

Staff: Bernie Bacon, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Ron Schumacher, David Schultz, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

PUBLIC COMMENT

Randal Friedman, 1187 NW 10th Avenue, Camas, commented about the Lacamas Lake ecosystem.

STAFF PRESENTATION

1. Clark County Charter Review Commission
 Presenters: Deanna Rusch, Councilor District 4 Representative and Chuck Green, Commission Co-Chair

Green and Rusch provided a Charter Review presentation. Discussion ensued. This item was for Council's information.

CONSENT AGENDA

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

2. September 20, 2021 Camas City Council Regular and Workshop and September 24, 2021 Camas City Council Retreat Meeting Minutes
3. \$1,224,325.26 Automated Clearing House and Claim Checks Numbered 148763 to 148867; \$2,325,009.00 Automated Clearing House, Direct Deposit and Payroll

Checks Numbered 7920 to 7922 and Payroll Accounts Payable Checks Numbered 148754 through 148762

4. \$140,449.39 for August 2021 Emergency Medical Services (EMS) Write-off Billings; \$111,926.00 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$28,523.39 for Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
5. Stormwater Management Action Plan Professional Services Agreement (Submitted by Sam Adams, Utilities Manager)
6. Professional Services Agreement Amendment - Lake Management Plan, Quality Assurance Project Plan (Submitted by Steve Wall, Public Works Director)
7. Professional Services Contract with Knapp, O'Dell and MacPherson PLLC, Attorneys at Law for Legal Services (Submitted by Cathy Huber Nickerson, Finance Director)

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

NON-AGENDA ITEMS

8. Staff

Wall commented about the Stormwater Management Action Plan and the Lacamas Lake clean-up.

Maul provided an update about the North Shore Subarea Plan.

Lackey commented about the Coffee with a Cop event.

Urquhart commented about the Camas Library's events including Haunted Happenings and Diamonds in the Rough; fundraising efforts; a grant received from the Washington State Library; and commended the Camas Library staff.

Swanson recognized City Attorney David Schultz and commended City Staff.

9. Council

Anderson commented about the Clark County Charter Commission.

Hogan and Burton commented about the October 5, 2021 City Council Town Hall.

MAYOR

10. Mayor Announcements
11. Mayor's Appointments of Council Member Anderson and Council Member Hogan as Liaisons to the Georgia-Pacific (GP) Site Clean-Up Community Advisory Committee

It was moved by Carter, and seconded, to approve the Mayor's appointment of Council Members Anderson and Hogan as liaisons to the Georgia-Pacific Site Clean-Up Community Advisory Committee. The motion carried unanimously.

12. National Disability Employment Awareness Month Proclamation

Mayor Burton proclaimed October 2021 National Disability Employment Awareness Month in the City of Camas.

13. Soroptimist International of Camas-Washougal Day Proclamation

Mayor Burton proclaimed October 4, 2021 Soroptimist International of Camas-Washougal Day in the City of Camas.

MEETING ITEMS

14. Amendments to Camas Municipal Code
Presenter: Robert Maul, Planning Manager

It was moved by Anderson, and seconded, to remand the proposed amendments back to the Planning Commission for further proceedings to include a public hearing. The motion carried unanimously.

15. Resolution No. 21-009 Amendment to Development Agreement with Green Mountain Land, LLC Pertaining to Green Mountain PRD
Presenter: Steve Wall, Public Works Director

It was moved by Chaney, and seconded, that Resolution No. 21-009 be read by title only. The motion carried unanimously.

It was moved by Chaney, and seconded, that Resolution No. 21-009, amending the Development Agreement with Green Mountain Land, LLC pertaining to Green Mountain Planned Residential Development (PRD), be adopted. The motion carried unanimously.

16. Resolution No. 21-010 Amendment to Development Agreement with Green Mountain Land, LLC Pertaining to Sewer Improvements
Presenter: Steve Wall, Public Works Director

It was moved by Carter, and seconded, that Resolution No. 21-010 be read by title only. The motion carried unanimously.

It was moved by Carter, and seconded, that Resolution No. 21-010, amending the Development Agreement with Green Mountain Land, LLC pertaining to Green Mountain sewer improvements, be adopted. The motion carried unanimously.

17. Resolution No. 21-011 Establishing use of the MRSC Rosters
Presenter: Steve Wall, Public Works Director

It was moved by Carter, and seconded, that Resolution No. 21-011 be read by title only. The motion carried unanimously.

It was moved by Carter, and seconded that Resolution No. 21-011, repealing Resolution No. 1159 and 596, and establishing the use of the Municipal Research & Services Center (MRSC) rosters, be adopted. The motion carried unanimously.

18. Green Mountain Parcel 2 Acquisition Approval
Presenter: Steve Wall, Public Works Director

It was moved by Chaney, and seconded, to authorize the Mayor, or designee, to execute the closing documents for the acquisition of real property at Green Mountain (Clark County Parcel No. 986047279) from Terrell & Associates, LLC. et. al. at a purchase price of \$3,800,000 in accordance with the Purchase and Sale Agreement. The motion carried unanimously.

PUBLIC COMMENTS

Randal Friedman, 1187 NW 10th Avenue, Camas, commented about the GP Site Clean-Up Community Advisory Committee, citizen involvement during the City Administrator and Community Development Director recruitment process, and ivy removal in the City.

Marie Tabata-Callerame, 5724 NW El Rey Drive, commented about the Lake Management Plan and the Stormwater Management Plan.

ADJOURNMENT

The meeting adjourned at 8:32 p.m.



City Council Town Hall Minutes - Draft
Tuesday, October 05, 2021, 5:00 PM
REMOTE MEETING PARTICIPATION

SPECIAL MEETING

WELCOME!

Director of Communications Bryan Rachal opened the meeting at 5:00 p.m.

Present Mayor Ellen Burton, Council Members Greg Anderson, Steve Hogan, Shannon Roberts and Melissa Smith

Excused Bonnie Carter and Don Chaney

Staff Bernie Bacon, Jennifer Gorsuch, Cathy Huber Nickerson, Trang Lam, Robert Maul, Heather Rowley, David Schultz, Nick Swinhart, Connie Urquhart and Steve Wall

Press No one from the press was present

CITIZEN ENGAGEMENT

1. Your elected representatives invite you to participate in this open public meeting in order to communicate directly with the City Council.

The following topics were discussed during the meeting:

- In-person Council meetings
- Homelessness
- Reporting graffiti
- North Shore Planning effort
- Importance of resident's involvement in the City
- Legacy Lands along Lacamas Lake
- City communications to residents – listserv, newsletters, etc.
- City utilizing consultants
- Parks & Recreation PROS Plan
- Property taxes Council presentation on October 18, 2021
- Lacamas Lake clean-up coordination and announcement timing
- Walkability throughout the city and speed limit enforcement
- City's Transportation plan
- Diversity, Equity, and Inclusion committee
- American Rescue Plan Act (ARPA) Funds on Engage Camas
- Public Comments in Council Meetings
- Ward Meetings
- City of Camas and Camas School District partnership and separate legal structures

ADJOURNMENT

The meeting adjourned at 7:00 p.m.

These materials are archived electronically by the City of Camas. DESTROY AFTER USE.

| | | |
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| CITY OF CAMAS PROJECT NO. S1000 Lacamas Creek Sanitary Pump Station Project | PAY ESTIMATE: Twelve FINAL PAY PERIOD: 3/31/2021 Through 9/30/2021 ORIGINAL CONTRACT AMOUNT: \$3,110,008.89 | Tapani, Inc. 1904 SE 6th Place Battle Ground, WA 98604 360-687-1148 |
|--|--|--|

| ITEM NO. | DESCRIPTION | UNIT | ORIGINAL QUANTITY | UNIT PRICE | CONTRACT TOTAL | QUANTITY PREVIOUS | TOTAL PREVIOUS | QUANTITY THIS EST. | TOTAL THIS EST. | QUANTITY TO DATE | TOTAL TO DATE |
|----------|---|------|-------------------|--------------|----------------|-------------------|----------------|--------------------|-----------------|------------------|---------------|
| 1 | Mobilization (10%) | LS | 1.00 | \$275,000.00 | \$275,000.00 | 1.00 | \$275,000.00 | | \$0.00 | 1.00 | \$275,000.00 |
| 2 | Construction Documentation (Minimum Bid \$80,000) | LS | 1.00 | \$80,000.00 | \$80,000.00 | 0.00 | \$0.00 | 1.00 | \$80,000.00 | 1.00 | \$80,000.00 |
| 3 | SPCC Plan | LS | 1.00 | \$1,000.00 | \$1,000.00 | 1.00 | \$1,000.00 | | \$0.00 | 1.00 | \$1,000.00 |
| 4 | Archaeological Standby Time | HR | 40.00 | \$150.00 | \$6,000.00 | 1.50 | \$225.00 | | \$0.00 | 1.50 | \$225.00 |
| 5 | Type B Progress Schedule | LS | 1.00 | \$1,000.00 | \$1,000.00 | 1.00 | \$1,000.00 | | \$0.00 | 1.00 | \$1,000.00 |
| 6 | Project Temporary Traffic Control | LS | 1.00 | \$30,000.00 | \$30,000.00 | 1.00 | \$30,000.00 | | \$0.00 | 1.00 | \$30,000.00 |
| 7 | Flaggers (Survey Support) | HR | 20.00 | \$65.00 | \$1,300.00 | 0.00 | \$0.00 | 6.00 | \$390.00 | 6.00 | \$390.00 |
| 8 | Vegetation Mowing at Baz Park | LS | 1.00 | \$1,500.00 | \$1,500.00 | 1.00 | \$1,500.00 | | \$0.00 | 1.00 | \$1,500.00 |
| 9 | Removal of Structures and Obstructions | LS | 1.00 | \$30,000.00 | \$30,000.00 | 1.00 | \$30,000.00 | | \$0.00 | 1.00 | \$30,000.00 |
| 10 | Existing Lacamas Creek Pump Station Demolition | LS | 1.00 | \$6,000.00 | \$6,000.00 | 1.00 | \$6,000.00 | | \$0.00 | 1.00 | \$6,000.00 |
| 11 | Existing Lacamas Creek Sewer Crossing Pipe and Pile Removal | LS | 1.00 | \$2,500.00 | \$2,500.00 | 1.00 | \$2,500.00 | | \$0.00 | 1.00 | \$2,500.00 |
| 12 | Force Main Abandonment | LS | 1.00 | \$1,000.00 | \$1,000.00 | 1.00 | \$1,000.00 | | \$0.00 | 1.00 | \$1,000.00 |
| 13 | Gravity Sewer Abandonment | LS | 1.00 | \$10,000.00 | \$10,000.00 | 1.00 | \$10,000.00 | | \$0.00 | 1.00 | \$10,000.00 |
| 14 | Asbestos Cement Pipe Removal | LF | 43.00 | \$15.00 | \$645.00 | 43.00 | \$645.00 | | \$0.00 | 43.00 | \$645.00 |
| 15 | HMA for Type A Trench Restoration (2-In. Depth Inlay, CL 1/2" PG 64-22) | TN | 877.00 | \$95.00 | \$83,315.00 | 908.36 | \$86,294.20 | | \$0.00 | 908.36 | \$86,294.20 |
| 16 | HMA for Type B Trench Restoration (CL 1/2" PG 64-22) | TN | 246.00 | \$140.00 | \$34,440.00 | 265.11 | \$37,115.40 | | \$0.00 | 265.11 | \$37,115.40 |
| 17 | Type C Trench Restoration (Crushed Surfacing Top Course) | SY | 79.00 | \$24.00 | \$1,896.00 | 68.00 | \$1,632.00 | | \$0.00 | 68.00 | \$1,632.00 |
| 18 | Type D Trench Restoration (Seeded Lawn or Bark Mulch) | SY | 113.00 | \$20.00 | \$2,260.00 | 113.00 | \$2,260.00 | | \$0.00 | 113.00 | \$2,260.00 |
| 19 | Type E Trench Restoration (Concrete Curb and Sidewalk) | SY | 227.00 | \$125.00 | \$28,375.00 | 134.00 | \$16,750.00 | | \$0.00 | 134.00 | \$16,750.00 |
| 20 | Temporary Trench Restoration, HMA | SY | 1,389.00 | \$0.01 | \$13.89 | 56.00 | \$0.56 | | \$0.00 | 56.00 | \$0.56 |
| 21 | Planing Bituminous Pavement | SY | 7,113.00 | \$3.00 | \$21,339.00 | 8,214.00 | \$24,642.00 | | \$0.00 | 8214.00 | \$24,642.00 |
| 22 | Manhole 48-In. Dia., Type Sanitary Sewer | EA | 6.00 | \$5,000.00 | \$30,000.00 | 7.00 | \$35,000.00 | | \$0.00 | 7.00 | \$35,000.00 |
| 23 | Manhole Additional Height 48-In. Dia., Type Sanitary Sewer | LF | 18.00 | \$600.00 | \$10,800.00 | 27.00 | \$16,200.00 | | \$0.00 | 27.00 | \$16,200.00 |
| 24 | ADA Accessible Manhole Cover | EA | 2.00 | \$1,200.00 | \$2,400.00 | 0.00 | \$0.00 | 2.00 | \$2,400.00 | 2.00 | \$2,400.00 |
| 25 | Manhole Coating | SF | 1,271.00 | \$20.00 | \$25,420.00 | 1,271.00 | \$25,420.00 | | \$0.00 | 1271.00 | \$25,420.00 |
| 26 | Connection to Existing Concrete Manhole | EA | 6.00 | \$3,000.00 | \$18,000.00 | 6.00 | \$18,000.00 | | \$0.00 | 6.00 | \$18,000.00 |
| 27 | Connection to Existing HDPE Manhole at NE Joy St | LS | 1.00 | \$4,000.00 | \$4,000.00 | 1.00 | \$4,000.00 | | \$0.00 | 1.00 | \$4,000.00 |
| 28 | Trench Safety System (\$1.00 per foot minimum bid) | LF | 3,338.00 | \$4.00 | \$13,352.00 | 3,129.00 | \$12,516.00 | | \$0.00 | 3129.00 | \$12,516.00 |
| 29 | Removal and Replacement of Unsuitable Material | CY | 80.00 | \$75.00 | \$6,000.00 | 18.00 | \$1,350.00 | | \$0.00 | 18.00 | \$1,350.00 |
| 30 | Solid Rock Excavation | CY | 50.00 | \$80.00 | \$4,000.00 | 7.00 | \$560.00 | | \$0.00 | 7.00 | \$560.00 |
| 31 | Boulder Excavation | CY | 50.00 | \$85.00 | \$4,250.00 | 38.80 | \$3,298.00 | | \$0.00 | 38.80 | \$3,298.00 |
| 32 | Reinforced Concrete Pavement Excavation | SF | 300.00 | \$6.00 | \$1,800.00 | 192.50 | \$1,155.00 | | \$0.00 | 192.50 | \$1,155.00 |
| 33 | HDPE Sanitary Sewer Force Main, 6-In. Dia. | LF | 773.00 | \$55.00 | \$42,515.00 | 773.00 | \$42,515.00 | | \$0.00 | 773.00 | \$42,515.00 |
| 34 | HDPE Sanitary Sewer Force Main, 10-In. Dia. | LF | 1,721.00 | \$65.00 | \$111,865.00 | 1,721.00 | \$111,865.00 | | \$0.00 | 1721.00 | \$111,865.00 |
| 35 | HDPE Molded Bend, 6-In. Dia. | EA | 7.00 | \$100.00 | \$700.00 | 7.00 | \$700.00 | | \$0.00 | 7.00 | \$700.00 |
| 36 | HDPE Molded Bend, 10-In. Dia. | EA | 10.00 | \$300.00 | \$3,000.00 | 6.00 | \$1,800.00 | | \$0.00 | 6.00 | \$1,800.00 |
| 37 | PVC Encasement Pipe, 10-In. Dia. | EA | 1.00 | \$1,500.00 | \$1,500.00 | 1.00 | \$1,500.00 | | \$0.00 | 1.00 | \$1,500.00 |
| 38 | Exploratory Excavation | EA | 11.00 | \$550.00 | \$6,050.00 | 14.00 | \$7,700.00 | | \$0.00 | 14.00 | \$7,700.00 |
| 39 | PVC Sanitary Sewer Pipe, 8-In. Dia., All Depths | LF | 153.00 | \$95.00 | \$14,535.00 | 158.00 | \$15,010.00 | | \$0.00 | 158.00 | \$15,010.00 |
| 39A | HDPE Sanitary Sewer Pipe, 8-In. Dia., All Depths | LF | 187.00 | \$60.00 | \$11,220.00 | 187.00 | \$11,220.00 | | \$0.00 | 187.00 | \$11,220.00 |
| 40 | PVC Sanitary Sewer Pipe, 10-In. Dia., All Depths | LF | 78.00 | \$110.00 | \$8,580.00 | 85.00 | \$9,350.00 | | \$0.00 | 85.00 | \$9,350.00 |
| 41 | PVC Sanitary Sewer Pipe, 12-In. Dia., All Depths | LF | 336.00 | \$135.00 | \$45,360.00 | 347.00 | \$46,845.00 | | \$0.00 | 347.00 | \$46,845.00 |
| 42 | PVC Sanitary Sewer Pipe, 15-In. Dia., All Depths | LF | 69.00 | \$215.00 | \$14,835.00 | 73.00 | \$15,695.00 | | \$0.00 | 73.00 | \$15,695.00 |
| 43 | Sewer Bypass Pumping | LS | 1.00 | \$4,000.00 | \$4,000.00 | 0.00 | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 44 | Testing Gravity Sewer Pipe | LS | 1.00 | \$5,000.00 | \$5,000.00 | 1.00 | \$5,000.00 | | \$0.00 | 1.00 | \$5,000.00 |
| 45 | Reconnect Side Sewer | EA | 1.00 | \$1,500.00 | \$1,500.00 | 1.00 | \$1,500.00 | | \$0.00 | 1.00 | \$1,500.00 |
| 46 | Jack and Bore | LS | 1.00 | \$180,000.00 | \$180,000.00 | 1.00 | \$180,000.00 | | \$0.00 | 1.00 | \$180,000.00 |
| 47 | Horizontal Directional Drilling, 8-Inch (8") | LF | 85.00 | \$75.00 | \$6,375.00 | 85.00 | \$6,375.00 | | \$0.00 | 85.00 | \$6,375.00 |
| 48 | Erosion Control and Water Pollution Control | LS | 1.00 | \$15,000.00 | \$15,000.00 | 1.00 | \$15,000.00 | | \$0.00 | 1.00 | \$15,000.00 |
| 49 | High Visibility Fencing | LF | 540.00 | \$3.00 | \$1,620.00 | 486.00 | \$1,458.00 | | \$0.00 | 486.00 | \$1,458.00 |
| 50 | Mountable Cement Concrete Curb | LF | 17.00 | \$28.00 | \$476.00 | 0.00 | \$0.00 | | \$0.00 | 0.00 | \$0.00 |

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|--|--|--|--|--|--|--|--|--|--|--|--|
| CITY OF CAMAS PROJECT NO. S1000 Lacamas Creek Sanitary Pump Station Project | | | | PAY ESTIMATE: Twelve FINAL PAY PERIOD: 3/31/2021 Through 9/30/2021 ORIGINAL CONTRACT AMOUNT: \$3,110,008.89 | | | | Tapani, Inc. 1904 SE 6th Place Battle Ground, WA 98604 360-687-1148 | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|

| ITEM NO. | DESCRIPTION | UNIT | ORIGINAL QUANTITY | UNIT PRICE | CONTRACT TOTAL | QUANTITY PREVIOUS | TOTAL PREVIOUS | QUANTITY THIS EST. | TOTAL THIS EST. | QUANTITY TO DATE | TOTAL TO DATE |
|-------------------|--|------|-------------------|--------------|-----------------------|-------------------|-----------------------|--------------------|--------------------|------------------|-----------------------|
| 51 | Beam Guardrail Type 31 - 8 Ft. Long Post | LF | 265.00 | \$50.00 | \$13,250.00 | 265.00 | \$13,250.00 | | \$0.00 | 265.00 | \$13,250.00 |
| 52 | Beam Guardrail Anchor Type 10 | EA | 2.00 | \$1,200.00 | \$2,400.00 | 2.00 | \$2,400.00 | | \$0.00 | 2.00 | \$2,400.00 |
| 53 | Coated Chain Link Fence with Top Rail 42-In. | LF | 305.00 | \$25.00 | \$7,625.00 | 140.00 | \$3,500.00 | | \$0.00 | 140.00 | \$3,500.00 |
| 54 | Traffic Signal System, NE 3rd Ave./Crown Rd. Detector Loop Replacement | LS | 1.00 | \$21,000.00 | \$21,000.00 | 0.00 | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 55 | Replace Pavement Markings | LS | 1.00 | \$3,000.00 | \$3,000.00 | 0.00 | \$0.00 | 1.00 | \$3,000.00 | 1.00 | \$3,000.00 |
| 56 | Lacamas Creek Pump Station | LS | 1.00 | \$900,000.00 | \$900,000.00 | 1.00 | \$900,000.00 | | \$0.00 | 1.00 | \$900,000.00 |
| 57 | Baz Park Pump Station | LS | 1.00 | \$710,000.00 | \$710,000.00 | 1.00 | \$710,000.00 | | \$0.00 | 1.00 | \$710,000.00 |
| SUBTOTAL: | | | | | \$2,869,011.89 | | \$2,747,746.16 | | \$85,790.00 | | \$2,833,536.16 |
| Sales Tax (8.4%): | | | | | \$240,997.00 | | \$230,810.68 | | \$7,206.36 | | \$238,017.04 |
| Total: | | | | | \$3,110,008.89 | | \$2,978,556.84 | | \$92,996.36 | | \$3,071,553.20 |

Change Order #1

| ITEM NO. | DESCRIPTION | UNIT | ORIGINAL QUANTITY | UNIT PRICE | CONTRACT TOTAL | QUANTITY PREVIOUS | TOTAL PREVIOUS | QUANTITY THIS EST. | TOTAL THIS EST. | QUANTITY TO DATE | TOTAL TO DATE |
|-------------------|--|------|-------------------|-------------|--------------------|-------------------|--------------------|--------------------|-----------------|------------------|--------------------|
| 1 | Temporary Force Main Connection | FA | 1.00 | \$18,162.46 | \$18,162.46 | 1.00 | \$18,162.46 | | \$0.00 | 1.00 | \$18,162.46 |
| 2 | Lacamas PS Roof and Baz PS Gutters | LS | 1.00 | \$9,007.12 | \$9,007.12 | 1.00 | \$9,007.12 | | \$0.00 | 1.00 | \$9,007.12 |
| 3 | Force Main Realignment | FA | 1.00 | \$24,917.62 | \$24,917.62 | 1.00 | \$24,917.62 | | \$0.00 | 1.00 | \$24,917.62 |
| 4 | PLC Change | LS | 1.00 | \$8,158.00 | \$8,158.00 | 1.00 | \$8,158.00 | | \$0.00 | 1.00 | \$8,158.00 |
| 5 | COVID-19 Shut Down | FA | 1.00 | \$21,640.22 | \$21,640.22 | 1.00 | \$21,640.22 | | \$0.00 | 1.00 | \$21,640.22 |
| 6 | Emergency Repair AC Force Main (2 instances) | FA | 1.00 | \$6,995.54 | \$6,995.54 | 1.00 | \$6,995.54 | | \$0.00 | 1.00 | \$6,995.54 |
| 7 | Ring Saw Wet Wells | FA | 1.00 | \$4,491.25 | \$4,491.25 | 1.00 | \$4,491.25 | | \$0.00 | 1.00 | \$4,491.25 |
| SUBTOTAL: | | | | | \$93,372.21 | | \$93,372.21 | | \$0.00 | | \$93,372.21 |
| Sales Tax (8.4%): | | | | | \$7,843.27 | | \$7,843.27 | | \$0.00 | | \$7,843.27 |
| Total: | | | | | \$101,215.48 | | \$101,215.48 | | \$0.00 | | \$101,215.48 |

Change Order #2

| ITEM NO. | DESCRIPTION | UNIT | ORIGINAL QUANTITY | UNIT PRICE | CONTRACT TOTAL | QUANTITY PREVIOUS | TOTAL PREVIOUS | QUANTITY THIS EST. | TOTAL THIS EST. | QUANTITY TO DATE | TOTAL TO DATE |
|-------------------|---|------|-------------------|------------|--------------------|-------------------|--------------------|--------------------|-----------------|------------------|--------------------|
| 1 | Gabion Wall addition and Corner Modification | FA | 1.00 | \$2,910.33 | \$2,910.33 | 1.00 | \$2,910.33 | | \$0.00 | 1.00 | \$2,910.33 |
| 2 | Placing Bentonite | FA | 1.00 | \$1,390.34 | \$1,390.34 | 1.00 | \$1,390.34 | | \$0.00 | 1.00 | \$1,390.34 |
| 3 | Manor Stone Wall | FA | 1.00 | \$3,280.64 | \$3,280.64 | 1.00 | \$3,280.64 | | \$0.00 | 1.00 | \$3,280.64 |
| 4 | Structural Curb and Curb Remove and Repair | FA | 1.00 | \$3,751.46 | \$3,751.46 | 1.00 | \$3,751.46 | | \$0.00 | 1.00 | \$3,751.46 |
| 5 | Slope Matting | FA | 1.00 | \$3,790.91 | \$3,790.91 | 1.00 | \$3,790.91 | | \$0.00 | 1.00 | \$3,790.91 |
| 6 | Infiltration Test Excavation, Storm Cleanup, and CSBC to Gabion Material Change | FA | 1.00 | \$2,868.14 | \$2,868.14 | 1.00 | \$2,868.14 | | \$0.00 | 1.00 | \$2,868.14 |
| 7 | Poured In-Place Manhole Bases-Extra Time & Subcontractor | FA | 1.00 | \$1,967.93 | \$1,967.93 | 1.00 | \$1,967.93 | | \$0.00 | 1.00 | \$1,967.93 |
| SUBTOTAL: | | | | | \$19,959.75 | | \$19,959.75 | | \$0.00 | | \$19,959.75 |
| Sales Tax (8.4%): | | | | | \$1,676.62 | | \$1,676.62 | | \$0.00 | | \$1,676.62 |
| Total: | | | | | \$21,636.37 | | \$21,636.37 | | \$0.00 | | \$21,636.37 |

Change Order #3

| ITEM NO. | DESCRIPTION | UNIT | ORIGINAL QUANTITY | UNIT PRICE | CONTRACT TOTAL | QUANTITY PREVIOUS | TOTAL PREVIOUS | QUANTITY THIS EST. | TOTAL THIS EST. | QUANTITY TO DATE | TOTAL TO DATE |
|-------------------|---|------|-------------------|-------------|--------------------|-------------------|----------------|--------------------|--------------------|------------------|--------------------|
| 1 | Lacamas Creek Equipment Shelter Screening Fence | FA | 1.00 | \$17,463.00 | \$17,463.00 | | | 1.00 | \$17,463.00 | 1.00 | \$17,463.00 |
| 2 | Remove Tension Wire and Install Toprail | FA | 1.00 | \$3,993.65 | \$3,993.65 | | | 1.00 | \$3,993.65 | 1.00 | \$3,993.65 |
| SUBTOTAL: | | | | | \$21,456.65 | | | | \$21,456.65 | | \$21,456.65 |
| Sales Tax (8.4%): | | | | | \$1,802.36 | | | | \$1,802.36 | | \$1,802.36 |
| Total: | | | | | \$23,259.01 | | | | \$23,259.01 | | \$23,259.01 |

| | | |
|--|--|--|
| CITY OF CAMAS PROJECT NO. S1000 Lacamas Creek Sanitary Pump Station Project | PAY ESTIMATE: Twelve FINAL PAY PERIOD: 3/31/2021 Through 9/30/2021 ORIGINAL CONTRACT AMOUNT: \$3,110,008.89 | Tapani, Inc. 1904 SE 6th Place Battle Ground, WA 98604 360-687-1148 |
|--|--|--|

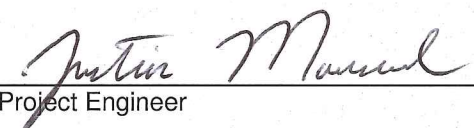
| ITEM NO. | DESCRIPTION | UNIT | ORIGINAL QUANTITY | UNIT PRICE | CONTRACT TOTAL | QUANTITY PREVIOUS | TOTAL PREVIOUS | QUANTITY THIS EST. | TOTAL THIS EST. | QUANTITY TO DATE | TOTAL TO DATE |
|----------|-------------|------|-------------------|------------|----------------|-------------------|----------------|--------------------|-----------------|------------------|---------------|
|----------|-------------|------|-------------------|------------|----------------|-------------------|----------------|--------------------|-----------------|------------------|---------------|

| | | | | |
|-------------------------|----------------|-----------------------|------------------------|-----------------------|
| | CONTRACT TOTAL | TOTAL PREVIOUS | TOTAL THIS EST. | TOTAL TO DATE |
| ORIGINAL CONTRACT TOTAL | \$2,869,011.89 | \$2,747,746.16 | \$85,790.00 | \$2,833,536.16 |
| ADDITIONS / DELETIONS | \$134,788.61 | \$113,331.96 | \$21,456.65 | \$134,788.61 |
| SUBTOTAL | \$3,003,800.50 | \$2,861,078.12 | \$107,246.65 | \$2,968,324.77 |
| SALES TAX (8.4%) | \$252,319.24 | \$240,330.56 | \$9,008.72 | \$249,339.28 |
| TOTAL CONTRACT | \$3,256,119.74 | \$3,101,408.68 | \$116,255.37 | \$3,217,664.05 |
| LESS 5% RETAINAGE * | | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | | \$3,101,408.68 | \$116,255.37 | \$3,217,664.05 |


* Retainage Bond

SAN. ACT. NUMBER: 427-00-594-351-65

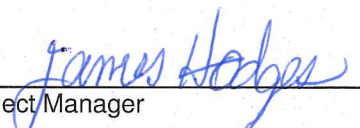
SAN. THIS PAY EST: \$116,255.37

F.I. _____

 Project Engineer

 Date 10/5/2021

DocuSigned by:

 10E38FECFFFA4DB
 Contractor

 Date 10/4/2021 | 1:31 PM PDT

_____ 
 Project Manager

 Date 10/5/2021



Master Services and Purchasing Agreement between Axon and Agency

Item 4.

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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Version: 13.0

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7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.

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- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

A. Insurance Term

AXON shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Customer.

B. No Limitation

AXON's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of AXON to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

AXON shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability, the Customer shall be named as an additional insured under AXON's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

D. Minimum Amounts of Insurance

AXON shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

E. Other Insurance Provision

AXON's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Customer. Any insurance, self-insurance, or self-insured pool coverage maintained by the Customer shall be excess of AXON's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage

AXON shall furnish the Customer 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 AXON before goods, materials or supplies will be accepted by the Customer.


H. Notice of Cancellation

AXON shall provide the Customer with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of AXON to maintain the insurance as required shall constitute a material breach of contract, upon which the Customer may, after giving five business days notice to AXON to correct the breach, immediately terminate the Contract 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 Customer on demand, or at the sole discretion of the Customer, offset against funds due AXON from the Customer.

J. Customer Full Availability of Supplier Limits

If AXON maintains higher insurance limits than the minimums shown above, the Customer shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by AXON, irrespective of whether such limits maintained by AXON are greater than those required by this Contract or whether any certificate of insurance furnished to the Customer evidences limits of liability lower than those maintained by AXON.

- 13 Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 Termination.**
- 17.1 For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.



- 17.3 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Subject to Customers compliance with the Public Records Laws of the State of Washington, each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 19 General.**
- 19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.



Master Services and Purchasing Agreement between Axon and Agency

Item 4.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

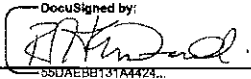
Agency: Camas Police Department
Attn:
Street Address: 2100 NE 3rd Avenue
City, State, Zip: Camas, WA 98607
Email:

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:
Axon Enterprise, Inc.

AGENCY:
Camas Police Department

Signature: 
Name: Robert E. Driscoll, Jr.
Title: VP, Assoc. General Counsel
Date: 9/27/2021

Signature: _____
Name: _____
Title: _____
Date: _____



Master Services and Purchasing Agreement

Item 4.

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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If an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6** **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7** **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8** **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9** **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10** **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11** **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12** **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records



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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

| |
|--|
| <p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included |
| <p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks |
| <p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules |
| <p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p> |
| <p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p> |
| <p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p> |
| <p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync |
| <p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p> |
| <p>Post go-live review</p> |

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



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System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**, BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**, CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

| |
|---|
| Removal of existing connection screws that affix a holster to a holster mount |
| Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount |
| Reattachment of the holster to the mount using appropriate screws |
| Functional testing of Signal Sidearm device |

8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

| Agency Size | Days to Return from Start Date of TASER 7 Subscription |
|------------------------|--|
| Less than 100 officers | 30 days |
| 100 to 499 officers | 90 days |
| 500+ officers | 180 days |

- 5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



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- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Master Services and Purchasing Agreement

Item 4.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal
Version: 13.0
Release Date: 3/31/2021

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Master Services and Purchasing Agreement

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-329990-44419. Item 4.

Issued: 08/11/2021

➔ Quote Expiration: 09/01/2021

Account Number: 109447

Payment Terms: N30
 Delivery Method: Fedex - Ground

| SHIP TO | BILL TO |
|---|---|
| Delivery; Invoice-2100 NE 3rd Ave 2100 NE 3rd Ave Camas, WA 98607-1735 USA | Camas Police Dept. - WA 2100 NE 3rd Ave Camas, WA 98607-1735 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484 | Mitch Lackey Phone: (360) 834-4151 Email: mlackey@cityofcamas.us Fax: (360) 834-0505 |

| | |
|-------------------------------|--------------|
| Program Length | 60 Months |
| TOTAL COST | \$287,257.95 |
| ESTIMATED TOTAL W/ TAX | \$311,168.17 |

| | |
|--------------------------|--------------|
| Average Savings Per Year | \$22,844.30 |
| TOTAL SAVINGS | \$114,221.48 |

| PAYMENT PLAN | | | |
|--------------|--------------|------------|-------------|
| PLAN NAME | INVOICE DATE | TAX AMOUNT | AMOUNT DUE |
| Year 1 | Sep, 2021 | \$0.00 | \$57,239.99 |
| Year 2 | Sep, 2022 | \$0.00 | \$57,239.99 |
| Year 3 | Sep, 2023 | \$0.00 | \$57,239.99 |
| Year 4 | Sep, 2024 | \$0.00 | \$57,239.99 |
| Year 5 | Sep, 2025 | \$0.00 | \$57,239.99 |

| BILLED ON FULFILLMENT | | |
|-----------------------|--------------|------------|
| PLAN NAME | INVOICE DATE | AMOUNT DUE |
| None | As Fulfilled | \$1,058.00 |

Quote Details

Item 4.

Bundle Summary

| Item | Description | QTY | Average Cost Per Year | Cost Per User Per Month |
|---------------|----------------|-----|-----------------------|-------------------------|
| Core+ | 2021 Core+ | 30 | \$57,239.99 | \$159.00 |
| DynamicBundle | Dynamic Bundle | 1 | \$100.00 | \$8.33 |

Bundle: 2021 Core+ Quantity: 30 Start: 10/1/2021 End: 9/30/2026 Total: 286199.95 USD

| Category | Item | Description | QTY | List Price | Discount | Tax | Net Price | Total(USD) |
|------------------------------|-------|--|-----|------------|----------|------------|------------|-------------|
| Signal Sidearm Kit | 75015 | SIGNAL SIDEARM KIT | 30 | \$179.20 | 28.03% | \$451.58 | \$179.20 | \$5,376.08 |
| Warranty | 80465 | EXT WARRANTY, MULTI-BAY DOCK (TAP) | 4 | \$906.81 | 28.03% | \$304.69 | \$906.81 | \$3,627.24 |
| Camera Warranty | 80464 | EXT WARRANTY, CAMERA (TAP) | 30 | \$503.93 | 28.03% | \$1,269.89 | \$503.93 | \$15,117.80 |
| E.com License | 73746 | PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746) | 30 | \$1,684.07 | 28.03% | \$4,243.86 | \$1,684.07 | \$50,522.21 |
| Respond License | 73449 | RESPOND DEVICE LICENSE | 30 | \$215.91 | 28.03% | \$544.09 | \$215.91 | \$6,477.21 |
| Auto Tagging | 73682 | AUTO TAGGING LICENSE | 30 | \$388.63 | 28.03% | \$979.35 | \$388.63 | \$11,658.97 |
| Multi-bay Dock Refresh 1 | 73689 | MULTI-BAY BWC DOCK 1ST REFRESH | 4 | \$1,158.70 | 28.03% | \$389.32 | \$1,158.70 | \$4,634.80 |
| Camera Refresh 1 with Spares | 73309 | AXON CAMERA REFRESH ONE | 31 | \$543.37 | 28.03% | \$1,414.92 | \$543.37 | \$16,844.34 |
| Device Storage | 73686 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE | 30 | \$1,036.35 | 28.03% | \$2,611.61 | \$1,036.35 | \$31,090.59 |
| Multi-bay Dock Refresh 2 | 73688 | MULTI-BAY BWC DOCK 2ND REFRESH | 4 | \$1,212.68 | 28.03% | \$407.46 | \$1,212.68 | \$4,850.71 |
| Camera Refresh 2 with Spares | 73310 | AXON CAMERA REFRESH TWO | 31 | \$568.55 | 28.03% | \$1,480.52 | \$568.55 | \$17,625.20 |
| A La Carte Storage | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 90 | \$17.27 | 28.03% | \$0.00 | \$17.27 | \$1,554.53 |
| Auto Tagging Implementation | 79999 | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE | 1 | \$1,439.38 | 28.03% | \$120.91 | \$1,439.38 | \$1,439.38 |
| Fleet Signal Unit | 70112 | AXON SIGNAL UNIT | 10 | \$200.79 | 28.03% | \$168.65 | \$200.79 | \$2,007.93 |
| Installation | 80129 | SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE | 10 | \$179.92 | 28.03% | \$151.13 | \$179.92 | \$1,799.22 |

| | | | | | | | | | |
|--------------------------|-------|--|----|------------|--------|------------|------------|-------------|---------|
| Spare Camera Warranty | 80464 | EXT WARRANTY, CAMERA (TAP) | 1 | \$503.93 | 28.03% | \$42.33 | \$503.93 | \$503.93 | Item 4. |
| Holsters | 20160 | TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER | 30 | \$57.58 | 28.03% | \$145.09 | \$57.58 | \$1,727.26 | |
| Handle License | 20248 | TASER 7 EVIDENCE.COM LICENSE | 30 | \$215.91 | 28.03% | \$544.09 | \$215.91 | \$6,477.21 | |
| Live Cartridges | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 90 | \$27.35 | 28.03% | \$206.76 | \$27.35 | \$2,461.34 | |
| Live Cartridges | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 90 | \$27.35 | 28.03% | \$206.76 | \$27.35 | \$2,461.34 | |
| Handles | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 30 | \$1,237.87 | 28.03% | \$3,119.42 | \$1,237.87 | \$37,135.98 | |
| Inert Cartridges | 22179 | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 30 | \$35.26 | 28.03% | \$88.87 | \$35.26 | \$1,057.94 | |
| Inert Cartridges | 22181 | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 30 | \$35.26 | 28.03% | \$88.87 | \$35.26 | \$1,057.94 | |
| Admin License | 20248 | TASER 7 EVIDENCE.COM LICENSE | 1 | \$215.91 | 28.03% | \$18.13 | \$215.91 | \$215.91 | |
| Taser 7 Target | 80087 | TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) | 1 | \$107.95 | 28.03% | \$9.08 | \$107.95 | \$107.95 | |
| Spare Handles | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 1 | \$1,237.87 | 28.03% | \$103.97 | \$1,237.87 | \$1,237.87 | |
| Taser 7 Target Frame | 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7 | 1 | \$53.98 | 28.03% | \$4.54 | \$53.98 | \$53.98 | |
| Training Live Cartridges | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 | |
| Training Live Cartridges | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 | |
| Training Live Cartridges | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 | |
| Training Live Cartridges | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 | |
| Training Live Cartridges | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 | |
| Training Live Cartridges | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 | |
| Training Live Cartridges | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 | |
| Training Live Cartridges | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 | |
| Training Live Cartridges | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 | |
| Training Live Cartridges | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 | |

| | | | | | | | | |
|--------------------------------------|-------|---|----|------------|--------|------------|------------|-------------|
| | | QUARTERS (12-DEGREE) NS | | | | | | |
| Batteries | 20018 | TASER 7 BATTERY PACK, TACTICAL | 36 | \$61.89 | 28.03% | \$187.17 | \$61.89 | \$2,228.16 |
| Training Halt Cartridges | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 |
| Training Halt Cartridges | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 |
| Training Halt Cartridges | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 |
| Training Halt Cartridges | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 60 | \$27.35 | 28.03% | \$137.84 | \$27.35 | \$1,640.89 |
| Duty Cartridge Replenishment Program | 20246 | TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE | 30 | \$107.95 | 28.03% | \$272.04 | \$107.95 | \$3,238.60 |
| Docks | 74200 | TASER 7 6-BAY DOCK AND CORE | 1 | \$1,079.53 | 28.03% | \$90.68 | \$1,079.53 | \$1,079.53 |
| Dock Mount | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 1 | \$31.59 | 28.03% | \$2.65 | \$31.59 | \$31.59 |
| Dock Power Cord | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 1 | \$7.52 | 28.03% | \$0.63 | \$7.52 | \$7.52 |
| Camera | 73202 | AXON BODY 3 - NA10 | 30 | \$503.06 | 28.03% | \$1,267.71 | \$503.06 | \$15,091.89 |
| Spare Camera | 73202 | AXON BODY 3 - NA10 | 1 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Camera Mount | 74020 | MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK | 30 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| USB | 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | 30 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Spare Mounts | 74020 | MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK | 3 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Spare USB | 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | 3 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Dock | 74210 | AXON BODY 3 - 8 BAY DOCK | 4 | \$1,075.94 | 28.03% | \$361.51 | \$1,075.94 | \$4,303.74 |
| Power Cord | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 4 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 |
| Other | 80379 | EXT WARRANTY, FLEET 2 SIGNAL UNIT | 10 | \$40.91 | 28.03% | \$34.36 | \$40.91 | \$409.07 |
| Other | 80395 | EXT WARRANTY, TASER 7 HANDLE | 30 | \$220.40 | 28.03% | \$555.42 | \$220.40 | \$6,612.15 |
| Other | 80395 | EXT WARRANTY, TASER 7 HANDLE | 1 | \$220.40 | 28.03% | \$18.50 | \$220.40 | \$220.40 |
| Other | 80374 | EXT WARRANTY, TASER 7 BATTERY PACK | 36 | \$14.81 | 28.03% | \$44.79 | \$14.81 | \$533.20 |
| Other | 80396 | EXT WARRANTY, TASER 7 SIX BAY DOCK | 1 | \$220.40 | 28.03% | \$18.50 | \$220.40 | \$220.40 |
| Wall Mount | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 4 | \$31.59 | 28.03% | \$10.61 | \$31.59 | \$126.38 |

| Individual Items USD | | | | | | | | |
|-----------------------------|-------------|--|------------|-------------------|-----------------|------------|------------------|-------------------|
| Category | Item | Description | QTY | List Price | Discount | Tax | Net Price | Total(USD) |
| Other | 85144 | AXON STARTER | 1 | \$2,750.00 | 100.00% | \$0.00 | \$0.00 | \$0.00 |
| Other | 70112 | AXON SIGNAL UNIT | 2 | \$279.00 | 0.00% | | \$279.00 | \$558.00 |
| Other | 80129 | SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE | 2 | \$250.00 | 0.00% | | \$250.00 | \$500.00 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/11/2021

~ PROCLAMATION ~

WHEREAS, October is nationally recognized as Breast Cancer Awareness Month, an annual campaign to raise awareness using pink ribbon imagery, which aims to offer support for those courageously battling this disease; to recognize the many survivors, their supporters and loved ones; and to honor those lives lost to this disease; and

WHEREAS, in the Pacific Northwest, 1 in 7 women are affected by breast cancer while the national average is 1 in 8 women; breast cancer also affects men; new breast cancer diagnoses occur over two times more frequently than diagnoses of second leading cancer; and breast cancer is the second, most likely cause of death for women in the United States; and

WHEREAS, the COVID-19 pandemic impacted progress made in cancer treatment by creating a dramatic drop in mammograms in spring 2020, which led to later stage diagnoses, more aggressive treatments, and ultimately more, breast cancer related deaths; and

WHEREAS, the closure of the Susan G. Komen Oregon SW Washington affiliate in March 2021 created new gaps of programs and services to critical segments of breast cancer patients, like those with metastatic breast cancer, those with geographic barriers to care and others affected by the social determinants of health; and

WHEREAS, Pink Lemonade Project, a Washington-based nonprofit organization, has the mission “to educate, empower, and support those affected by breast cancer” and is committed to working to address these gaps, and aims to bring attention to both this important community health issue and to the disparities of women and people of color who are affected by this disease; and

WHEREAS, Breast Cancer Awareness Month is an opportunity to unite the community and spread the important message of early detection, screening and prevention to women and men in order to prevent additional diagnoses, or even breast cancer deaths;

NOW THEREFORE, I, Ellen Burton, Mayor of the City of Camas, do hereby proclaim October, 2021, as:

“Breast Cancer Awareness Month”

in the City of Camas, and encourage all citizens to increase their awareness about how to prevent and fight breast cancer.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 18th day of October, 2021.

Ellen Burton, Mayor



Staff Report – Public Hearing

October 18, 2021 Council Regular Meeting

Public Hearing for 2022 Community Block Development Grant Application

Presenter: James Carothers, Engineering Manager

Time Estimate: 15 minutes

| Phone | Email |
|--------------|---------------------------|
| 360.817.7230 | jcarothers@cityofcamas.us |

INTRODUCTION: The Community Development Block Grant (CDBG) is an annual funding opportunity originating from the U.S. Department of Housing and Urban Development (HUD). Funds are available through a competitive grant application process for a limited pool of available funds.

Eligibility is based on economic need as determined using information collected by the U.S. Census Bureau. HUD determines the areas of the City in which projects receiving CDBG funding must be located based on the most recent U.S. Census data.

SUMMARY: Staff found four potential projects within the eligible areas in Camas. The projects were evaluated based on pavement condition, traffic volume, age of water and sanitary sewer infrastructure, proximity to public spaces, and the amount of City funded work that will be included in the project scope. The City funded work counts as matching funds and increases the odds of the project receiving grant funding.

All four potential projects would include reconstructing damaged streets and sidewalks. Options 1 through 3 would replace old and undersized water lines. Staff does not find that there is a distinct difference in the current conditions of these water lines. Option 4 does not have any water upgrades to be made at this time. Utilities are only eligible as local matching funds for the grant. Matching funds would be supplied from Staff time, the City Water Utility Fund and minor charges to the General Fund. Descriptions of work and estimated project costs are shown in the table below:

| Option | Location | Project Limits | Work Description | CDBG Funding | City Funding | Match Percentage | Funding Source |
|--------|--------------------------|---|---------------------|--------------|--------------|------------------|----------------|
| 1 | NW 14 th Ave. | NW Couch St. to NW Ash St. | Road and Water Line | \$212,000 | \$180,000 | 46% | Water Fund |
| 2 | NW Benton St. | NW 17 th Ave to NW 18 th Ave. | Road and Water Line | \$147,000 | \$100,000 | 40% | Water Fund |
| 3 | NW 19 th Ave. | NW Benton St. to Division St. | Road and Water Line | \$219,000 | \$181,000 | 45% | Water Fund |
| 4 | NW 21 st Ave. | NW Couch St. to NW Benton St. | Road | \$138,000 | \$35,000 | 20% | General Fund |

Mandatory pre-application materials are to be submitted by the end of October. Applications are due at the end of November.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

This public hearing serves as the second of two required public meetings. Staff is seeking direction from Council regarding whether to apply for CDBG grant funding and, if so, determining the appropriate project. This Council decision should take place following this public hearing.

What's the data? What does the data tell us?

Review of as-built plans and field evaluations identified four potential projects that address significant infrastructure deficiencies and satisfy the grant application requirements.

How have communities been engaged? Are there opportunities to expand engagement?

Over 400 letters have been delivered to the neighborhood informing residents of this public hearing.

Who will benefit from, or be burdened by this agenda item?

All City constituents would benefit by a grant funded project that would improve all modes of travel in and through the neighborhood

What are the strategies to mitigate any unintended consequences?

Thorough internal review of costs and community impact for each potential project location.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

The purpose of the CDBG program is to fund improvements within economically disadvantaged areas. Using data from the most recent U.S. Census, HUD determines which areas in Camas are eligible for CDBG Funding.

Will this agenda item improve ADA accessibilities for people with disabilities?

Yes. All the identified projects include rehabilitation of the affected streets, and street improvement projects are required to be inclusive of ADA improvements.

What potential hurdles exist in implementing this proposal (include both operational and political)?

No operational or political hurdles are expected, as all potential projects rehabilitate and improve infrastructure elements in areas identified as Low to Moderate Income by HUD.

How will you ensure accountabilities, communicate, and evaluate results?

Camas Staff have a policy in place to share proposed CDBG project elements with affected residents, and to encourage public input by means of a scheduled Public Hearing for each project application that gets submitted for grant funding.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

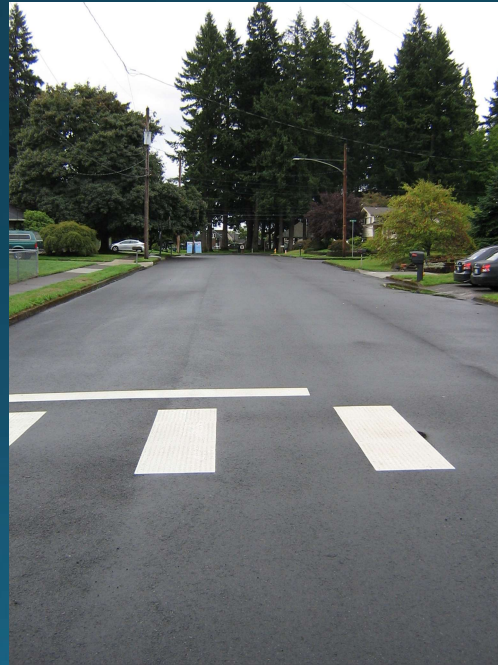
T1-4: Maintain the transportation system at a level that preserves user safety, facility aesthetics, and the overall integrity of the system.

T-5: Design and construct safe transportation facilities that meet applicable requirements.

RECOMMENDATION:

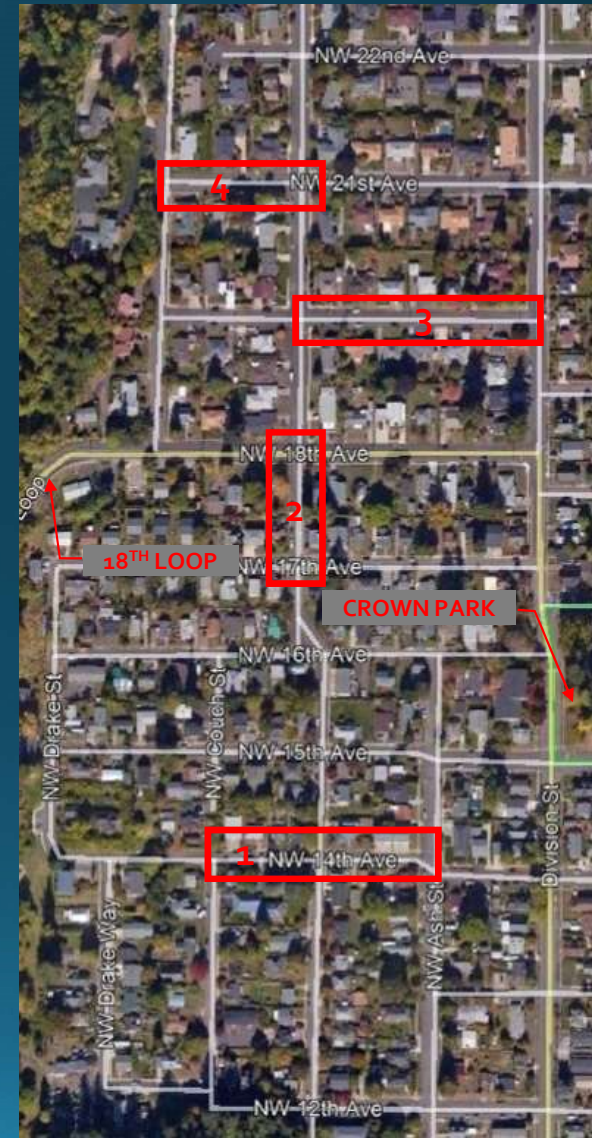
Staff recommends that, upon receipt of public testimony, Council direct staff to submit a CDBG application for the preferred project from the four options and to confirm that matching funds are committed from the Water Fund and General Fund. Staff finds that Option 1 is the best project for the 2022 grant cycle.

2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION



POTENTIAL 2022 CDBG PROJECTS

| OPTION | STREET | PROJECT LIMITS | CDBG FUNDING | CITY FUNDING | FUNDING SOURCE | TOTAL COST | MATCH POINTS |
|--------|-------------------------|--|--------------|--------------|----------------|------------|--------------|
| 1 | NW 14 TH AVE | NW COUCH ST TO NW ASH ST | \$212,000 | \$180,000 | WATER FUND | \$392,000 | 9 |
| 2 | NW BENTON ST | NW 17 TH AVE TO NW 18 TH AVE | \$147,000 | \$100,000 | WATER FUND | \$247,000 | 8 |
| 3 | NW 19 TH AVE | NW BENTON ST TO DIVISION ST | \$219,000 | \$181,000 | WATER FUND | \$400,000 | 9 |
| 4 | NW 21 ST AVE | NW COUCH ST TO NW BENTON ST | \$138,000 | \$35,000 | GENERAL FUND | \$173,000 | 2 |





NW 14TH AVE. AT NW ASH ST. LOOKING WEST



NW 14TH AVE. AT NW ASH ST. LOOKING WEST



NW 14TH AVE. AT NW ASH ST. LOOKING WEST



NW 14TH AVE. AT NW BENTON ST. LOOKING WEST



NW BENTON ST. AT NW 18TH AVE. LOOKING SOUTH



NW BENTON ST. AT NW 18TH AVE. LOOKING SOUTH



NW BENTON ST. AT NW 17TH AVE. LOOKING WEST



NW BENTON ST. LOOKING SOUTH TOWARDS NW 17TH AVE.



NW 19TH AVE. LOOKING WEST TOWARDS NW BENTON ST.



NW 19TH AVE. LOOKING WEST TOWARDS NW BENTON ST.



NW 19TH AVE. LOOKING EAST TOWARDS DIVISION ST.



NW 19TH AVE. LOOKING EAST TOWARDS DIVISION ST.



NW 21ST AVE. AT NW COUCH ST. LOOKING EAST



NW 21ST AVE. AT NW BENTON ST. LOOKING WEST



NW 21ST AVE. LOOKING WEST



NW 21ST AVE. LOOKING EAST



Staff Report

October 18th, 2021 Council Meeting

Weakley Annexation – 10% Notice of Intent

Presenter: Robert Maul, Interim Community Development Director

Time Estimate: 10 minutes

| Phone | Email |
|--------------|----------------------|
| 360.817.1568 | rmaul@cityofcamas.us |

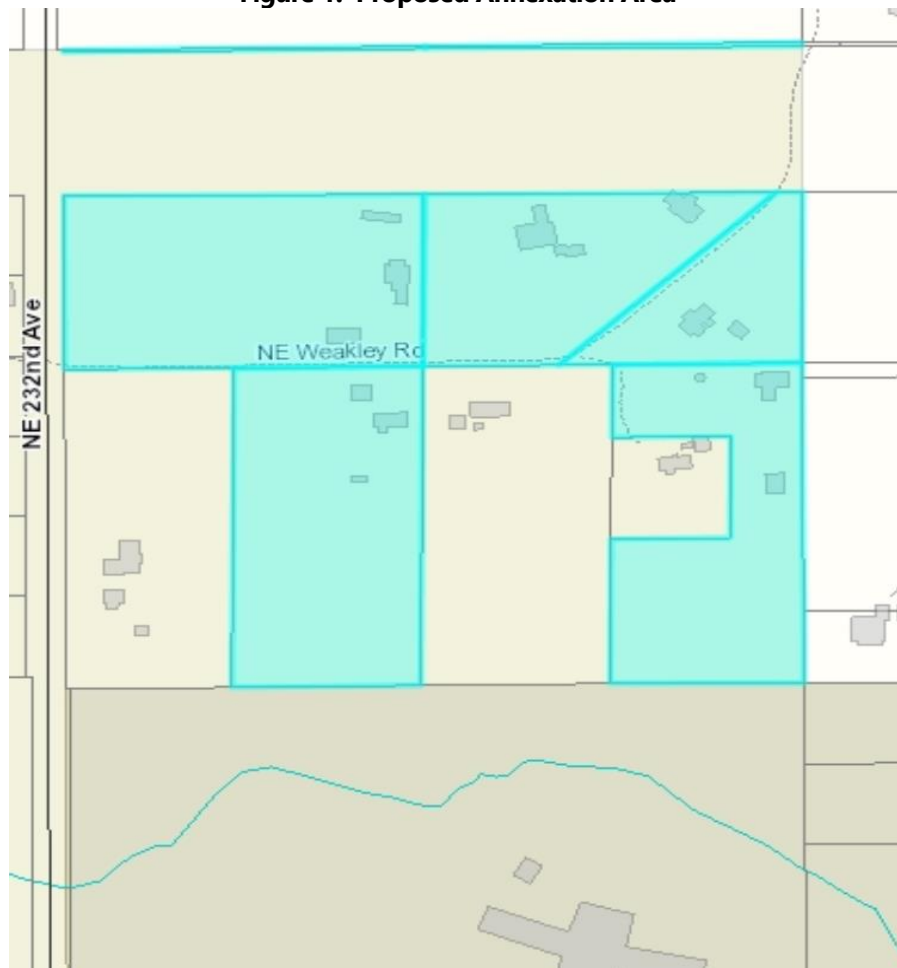
BACKGROUND: An annexation application has been submitted to the City to annex approximately 19.80 acres into the city limits of Camas.

SUMMARY: Jordan Ramis PC submitted a 10% notice of intent to the City of Camas on September 1st, 2021 on behalf of the property owners within the proposed annexation area. The annexation area is comprised of five parcels that total approximately 19.80 acres of land located off of NE Weakley Road and NE 252nd Avenue (see Figure 1). The annexation area is within the Camas Urban Growth Boundary (UGB) and just north of the newly built Lacamas Height Elementary school off of North Shore Boulevard that is within the city limits.

Property owners of the five parcels have signed the notice of intent to annex. The initiating parties represent 100% of valuation (\$2,149,393) of land owners in the proposed area. Two of the five parcels abut the existing city limit boundary to the south. The notice is valid and satisfies the requirements of RCW 35A.14.120.

The adopted comprehensive plan designation for the subject area is currently Single-Family Medium, which allows for zoning designations of R-7.5, R-10, and R-12. Existing city zoning to the south is R-7.5. Clark County zoning to the North and East is R-5 (rural 5 acres). There is an Urban Holding designation on the annexation area in question as well as the unincorporated Urban Growth Area to the west across NE 252nd.

Figure 1: Proposed Annexation Area



City Boundary:

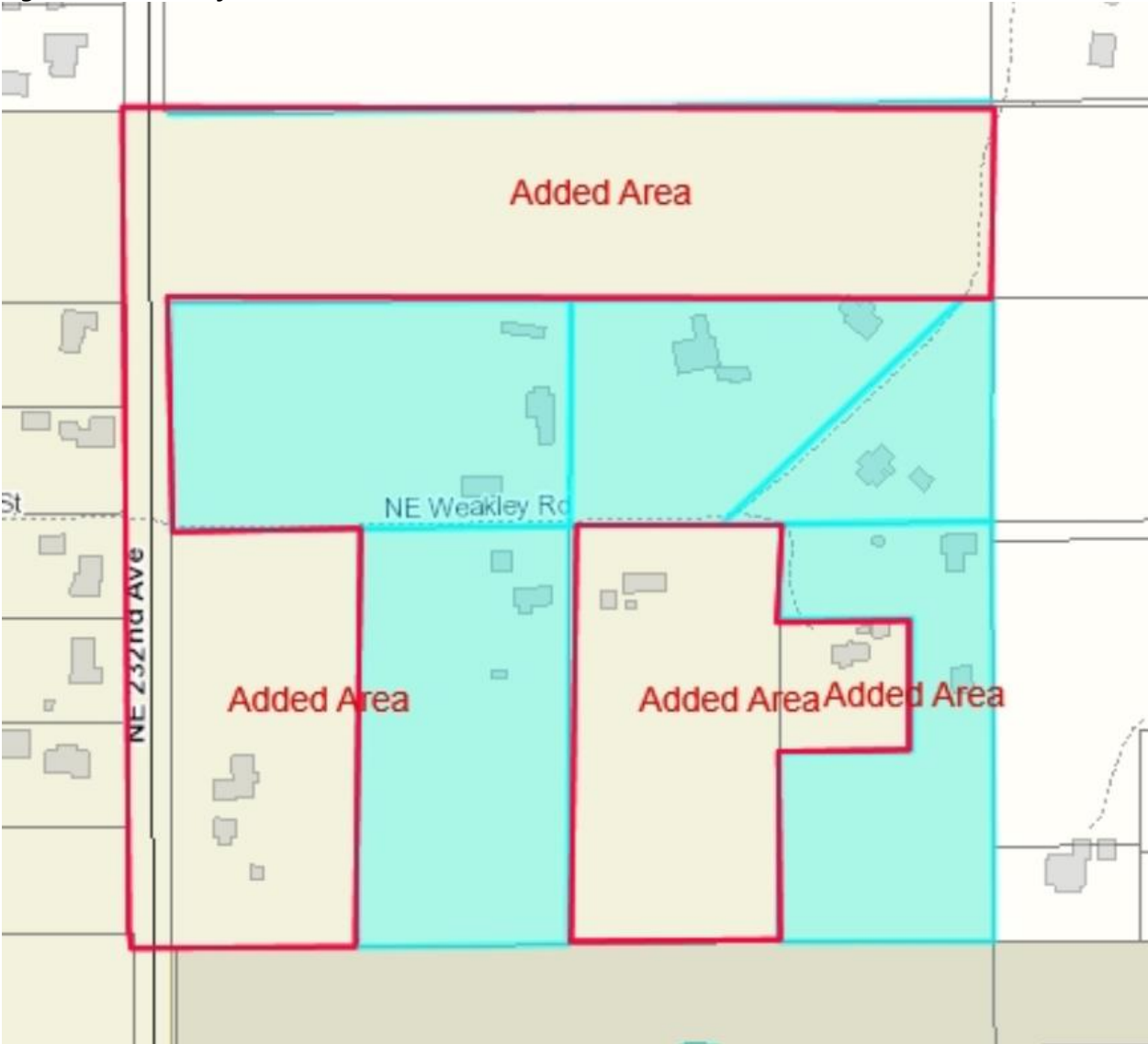
When drawing boundaries the goal is to have orderly patterns that allow for the ability provide services, continuity and allow for potential growth patterns that make sense. As proposed the five parcels fit within a 40 acre area of the UGB that borders the county at two ends, city limits to the south and a public right of way to the west. There are three tax lots not included that create gaps, or holes in the boundary area under consideration. Additionally, there is a power company right of way at the north end of the subject parcels that split three of the tax lots in question. If considered for annexation it is recommended that the proposed annexation boundary should expand to include the three remaining parcels as well as the power right of way at the northern end and public right of way of NE 252nd Ave to create a solid 40 acre block (see figure 2).

The area in question is also located within the project boundaries of the North Shore subarea plan that is now underway with Phase 2 of the project scope. Phase 2 anticipates land use analysis and possible comprehensive plan and zoning map changes to meet up with visioning goals vetted through Phase 1 of the subarea plan effort. As such moving forward with an

annexation effort now could create a situation where zoning designation efforts with be duplicated in a short timeframe given that Phase 2 is anticipated to be completed by next July 2022. Staff encourages the subject property owner's to engage with the City on the Phase 2 effort prior to completing any annexation to provide for an efficient land use designation for the area.

With the addition of the three tax lots the total valuation for the area is approximately \$3,459,412.

Figure 2: Camas City Limits



Process:

As per RCW 35.13.125, the City Council is required to meet with the initiating parties and will discuss the following:

1. Whether the City will accept, reject, or geographically modify the proposed annexation;
2. Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330, and RCW 35A.14.340); and
3. Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

If the Council were to accept the proposed annexation (with or without modifications) the next step in the process is for the initiating party to collect signatures from property owners representing at least 60% of the assessed value of the area to be annexed. During that time staff will also schedule hearings with the Planning Commission to develop a recommended zoning designation for the 60% hearing. If a valid petition is submitted, then the City Council may hold a public hearing to consider the request.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To accept, reject or modify the annexation process for the application.

What's the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? The annexation process will include public notices and opportunities for engagement.

Who will benefit from, or be burdened by this agenda item? N/A

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? The properties are within the City’s Urban Growth Boundary and support the elements of the comprehensive plan.

BUDGET IMPACT: Unknown at this time. Staff will bring forward more specifics at future meetings.

RECOMMENDATION: Hold off from annexation of this area until completion of Phase 2 of the Northshore Subarea Plan to allow for an efficient determination of comprehensive plan and zoning designation that fits the vision currently underway. If council wishes to proceed then the staff recommendation is to expand the boundary to include tax parcels and right of way as depicted in figure 2.

Options:

| Option | Results |
|---|--|
| <i>• Reject the Notice of Intent</i> | <i>The annexation process ends and the subject property would remain in unincorporated Clark County.</i> |
| <i>• Accept the Notice as submitted</i> | <i>The initiating parties would draft a petition and begin gathering signatures.</i> |
| <i>• Accept the Notice but modify the boundaries.</i> | <i>The initiating parties would draft a revised petition and begin gathering signatures.</i> |



Community Development Department | Item 10.
 616 NE Fourth Avenue | Camas, WA 98607
 (360) 817-1568
communitydevelopment@cityofcamas.us

General Application Form

Case Number: **ANNEX21-03**

Applicant Information

| | | | |
|--------------------|----------------------------------|-------------------------------|----------------|
| Applicant/Contact: | Jordan Ramis PC (Jamie Howsley) | Phone: | (360) 567-3900 |
| Address: | 1499 SE Tech Center Pl., Ste 380 | jamie.howsley@jordanramis.com | |
| | Street Address Vancouver | E-mail Address WA | 98683 |
| | City | State | ZIP Code |

Property Information

| | | | |
|-------------------|-------------------------|---|-----------|
| Property Address: | NE Weakly Road | 175762000, 175770000, 175764000, 175763000, 175765000 | |
| | Street Address Camas | County Assessor # / Parcel # WA | 98607 |
| | City | State | ZIP Code |
| Zoning District | SFR (R1-10) | Site Size | 5.4 acres |

Description of Project

Brief description:
 Application for annexation (10% petition, RCW 35A.01)

Are you requesting a consolidated review per CMC 18.55.020(B)? YES NO

Permits Requested: Type I Type II Type III Type IV, BOA, Other

Property Owner or Contract Purchaser


| | | | |
|-----------------|---------------------------------------|------------------|-----|
| Owner's Name: | Fricke June & Mark, and Kreiter Betty | Phone: | () |
| | Last Same as applicant | First | |
| E mail Address: | Street Address Same as applicant | Apartment/Unit # | |
| | City | State | Zip |

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature:  Date: **8/27/21**

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

| | | |
|--|-----------------------|--|
| Date Submitted: 9/1/21 | Pre-Application Date: | <input type="checkbox"/> Electronic Copy Submitted \$863.00 paid 9/1/21 Validation of Fees |
| Staff:  | Related Cases # | |

Application Checklist and Fees [updated on January 1, 2021]

Item 10.

| | | | |
|--|--|-------------------|---------------|
| ◇ Annexation | \$863 - 10% petition; \$3,669 - 60% petition | 001-00-345-890-00 | \$ 863.00 |
| ◇ Appeal Fee | | 001-00-345-810-00 | \$399.00 \$ |
| ◇ Archaeological Review | | 001-00-345-810-00 | \$137.00 \$ |
| ◇ Binding Site Plan | \$1,879 + \$24 per unit | 001-00-345-810-00 | \$ |
| ◇ Boundary Line Adjustment | | 001-00-345-810-00 | \$103.00 \$ |
| ◇ Comprehensive Plan Amendment | | 001-00-345-810-00 | \$5,826.00 \$ |
| ◇ <u>Conditional Use Permit</u> | | | |
| Residential | \$3,417 + \$105 per unit | 001-00-345-810-00 | \$ |
| Non-Residential | | 001-00-345-810-00 | \$4,328.00 \$ |
| ◇ Continuance of Public Hearing | | 001-00-345-810-00 | \$524.00 \$ |
| ◇ Critical or Sensitive Areas (fee per type) | | 001-00-345-810-00 | \$775.00 \$ |
| | (wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat) | | |
| ◇ <u>Design Review</u> | | | |
| Minor | | 001-00-345-810-00 | \$433.00 \$ |
| Committee | | 001-00-345-810-00 | \$2,375.00 \$ |
| ◇ Development Agreement | \$877 first hearing; \$530 ea. add'l hearing/continuance | 001-00-345-810-00 | \$ |
| ◇ <u>Engineering Department Review - Fees Collected at Time of Engineering Plan Approval</u> | | | |
| Construction Plan Review & Inspection | (3% of approved estimated construction costs) | | |
| Modification to Approved Construction Plan Review | (Fee shown for information only) | | \$420.00 |
| Single Family Residence (SFR) - Stormwater Plan Review | (Fee shown for information only) | | \$208.00 |
| Gates/Barrier on Private Street Plan Review | (Fee shown for information only) | | \$1,041.00 |
| ◇ <u>Fire Department Review</u> | | | |
| Short Plat or other Development Construction Plan Review & Insp. | | 115-09-345-830-10 | \$284.00 \$ |
| Subdivision or PRD Construction Plan Review & Inspection | | 115-09-345-830-10 | \$354.00 \$ |
| Commercial Construction Plan Review & Inspection | | 115-09-345-830-10 | \$424.00 \$ |
| ◇ <u>Home Occupation</u> | | | |
| Minor - Notification (No fee) | | | \$0.00 |
| Major | | 001-00-321-900-00 | \$69.00 \$ |
| ◇ LI/BP Development | \$4,328 + \$41.00 per 1000 sf of GFA | 001-00-345-810-00 | \$ |
| ◇ Minor Modifications to approved development | | 001-00-345-810-00 | \$346.00 \$ |
| ◇ Planned Residential Development | \$35 per unit + subdivision fees | 001-00-345-810-00 | \$ |
| ◇ <u>Plat, Preliminary</u> | | | |
| Short Plat | 4 lots or less: \$1,936 per lot | 001-00-345-810-00 | \$ |
| Short Plat | 5 lots or more: \$7,175 + \$250 per lot | 001-00-345-810-00 | \$ |
| Subdivision | \$7,175 + \$250 per lot | 001-00-345-810-00 | \$ |
| ◇ <u>Plat, Final:</u> | | | |
| Short Plat | | 001-00-345-810-00 | \$200.00 \$ |
| Subdivision | | 001-00-345-810-00 | \$2,375.00 \$ |
| ◇ Plat Modification/Alteration | | 001-00-345-810-00 | \$1,196.00 \$ |
| ◇ <u>Pre-Application (Type III or IV Permits)</u> | | | |
| | No fee for Type I or II | | |
| General | | 001-00-345-810-00 | \$354.00 \$ |
| Subdivision (Type III or IV) | | 001-00-345-810-00 | \$911.00 \$ |
| ◇ SEPA | | 001-00-345-890-00 | \$810.00 \$ |
| ◇ Shoreline Permit | | 001-00-345-890-00 | \$1,196.00 \$ |
| ◇ Sign Permit | | | |
| General Sign Permit | (Exempt if building permit is required) | 001.00.322.400.00 | \$41.00 \$ |
| Master Sign Permit | | 001.00.322.400.00 | \$126.00 \$ |
| ◇ <u>Site Plan Review</u> | | | |
| Residential | \$1,151 + \$34 per unit | 001-00-345-810-00 | \$ |
| Non-Residential | \$2,876 + \$68 per 1000 sf of GFA | 001-00-345-810-00 | \$ |
| Mixed Residential/Non Residential | (see below) | 001-00-345-810-00 | \$ |
| | \$4,055 + \$34 per res unit + \$68 per 1000 sf of GFA | | |
| ◇ Temporary Use Permit | | 001-00-321-990-00 | \$80.00 \$ |
| ◇ Variance (Minor) | | 001-00-345-810-00 | \$695.00 \$ |
| ◇ Variance (Major) | | 001-00-345-810-00 | \$1,295.00 \$ |
| ◇ Zone Change (single tract) | | 001-00-345-810-00 | \$3,345.00 \$ |

Adopted by RES 1023 AUG 2005; Revised by RES 1113 SEPT 2007; Revised by RES 1163 OCT 2009; Revised by RES 1204 NOV 2010;
 Revised by RES 15-001 JAN 2015; Revised by RES 15-007 MAY 2015; Revised by RES 15-018 DEC 2015; Revised by RES 16-019 NOV 2016;
 Revised by RES 17-015 NOV 2017; Revised by RES 18-003 APRIL 2018; Revised by RES 18-013 NOV 2018; Revised by RES 19-018 DEC 2019
 Revised by RES20-014 DEC 2020

Fees reviewed & approved by Planner:

Initial Date

For office use only

Total Fees Due: \$ 863.00

**NOTICE OF INTENT TO ANNEX
10% PETITION, RCW 35A.01**

We, the undersigned, are owners of real property lying outside of the corporate limits of the City of Camas, Washington. We certify that we are the legal owners of property representing at least ten percent (10%) or more of the total value of all property within the area we are asking to be annexed. The following information shall accompany this Notice of Intent to Annex Application: (1) the legal description and depiction of the area and properties proposed to be annexed (Exhibit A) and (2) a Clark County GIS packet identifying all involved properties of the proposed annexation area (Exhibit B).

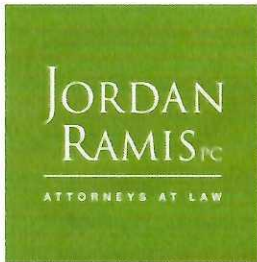
The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request

| Parcel No. | Property Site Address | Sign and Print Name | Date |
|------------|---------------------------------|---|-----------|
| 175762000 | 23404 NE Weakly Rd Camas WA | <i>Betty Jane Kreiter</i> Betty Jane Kreiter | 7-30-21 |
| | | <i>Mark Fricke</i> Mark Fricke | 7/30/21 |
| | | <i>June Puntillo Fricke</i> June Puntillo Fricke | 7-30-21 |
| 175770000 | 23622 NE Weakley Rd Camas WA | <i>William A Fielding</i> William A Fielding | 8-1-2021 |
| 175764000 | 23401 NE Weakley Rd Camas WA | Lucille Wheeler | |
| | | <i>Lucille Wheeler</i> Dale Wheeler | 8/14/2021 |
| | | <i>Dale Wheeler Jr</i> | 8/14/2021 |

| Parcel No | Property Site Address | Sign and Print Name | Date |
|-----------|--|---|-----------|
| 175763000 | 23609 NE Weakley Rd Camas WA | <i>Shirley Smith</i> Shirley Smith | 8/10/2021 |
| 175765000 | Same as above | <i>Franklin Smith</i> Franklin Smith | 8/16/2021 |
| 175768000 | 23523 NE Weakley Rd Camas WA | Yolanda Ivanity | |
| | | Ruslan Ivanity | |
| 175723000 | 1411 NE 232 nd Ave Camas WA | Gail R Hitchcock, Trustee | |
| | | Robert L Hitchcock, Trustee | |
| 175767000 | | | |
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UNDER COVID LOCKDOWN WITH COVID

OUT OF TOWN WITH RELATIVES



1499 SE Tech Center Place, Ste. 380
Vancouver, WA 98683

Tel. (360) 567-3900
Fax (360) 567-3901

www.jordanramis.com

Jamie D. Howsley
Admitted in Oregon and Washington
jamie.howsley@jordanramis.com
Direct Dial: (360) 567-3913

Item 10.

August 27, 2021

VIA HAND DELIVERY

Robert Maul, Planning Manager
City of Camas
Planning Department
3rd Street Entrance
Camas, WA 98607

Re: **10% Annexation Application – Weakly Road (5) Parcels**
Our File No. 55552-79345

Dear Robert:

Enclosed please find our application and notice of intent to annex with the signatures of the legal owners of at least 10% of the properties proposed to be annexed. The other parties listed on page two of the notice of intent to annex are interested in joining in and we are in the process of obtaining additional signatures.

Thank you for your continued assistance.

Very truly yours,

JORDAN RAMIS PC

A handwritten signature in cursive script, appearing to read "Jamie D. Howsley", is written over the typed name.

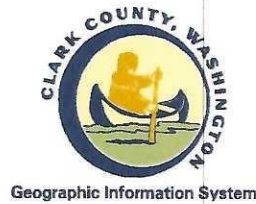
Jamie D. Howsley

Attachments

DEVELOPER'S PACKET

Produced By:

Clark County Geographic Information System (GIS)



For:

Jordan Ramis PC

Subject Property Account Number(s):

175762000

175770000

175764000

175763000

175765000

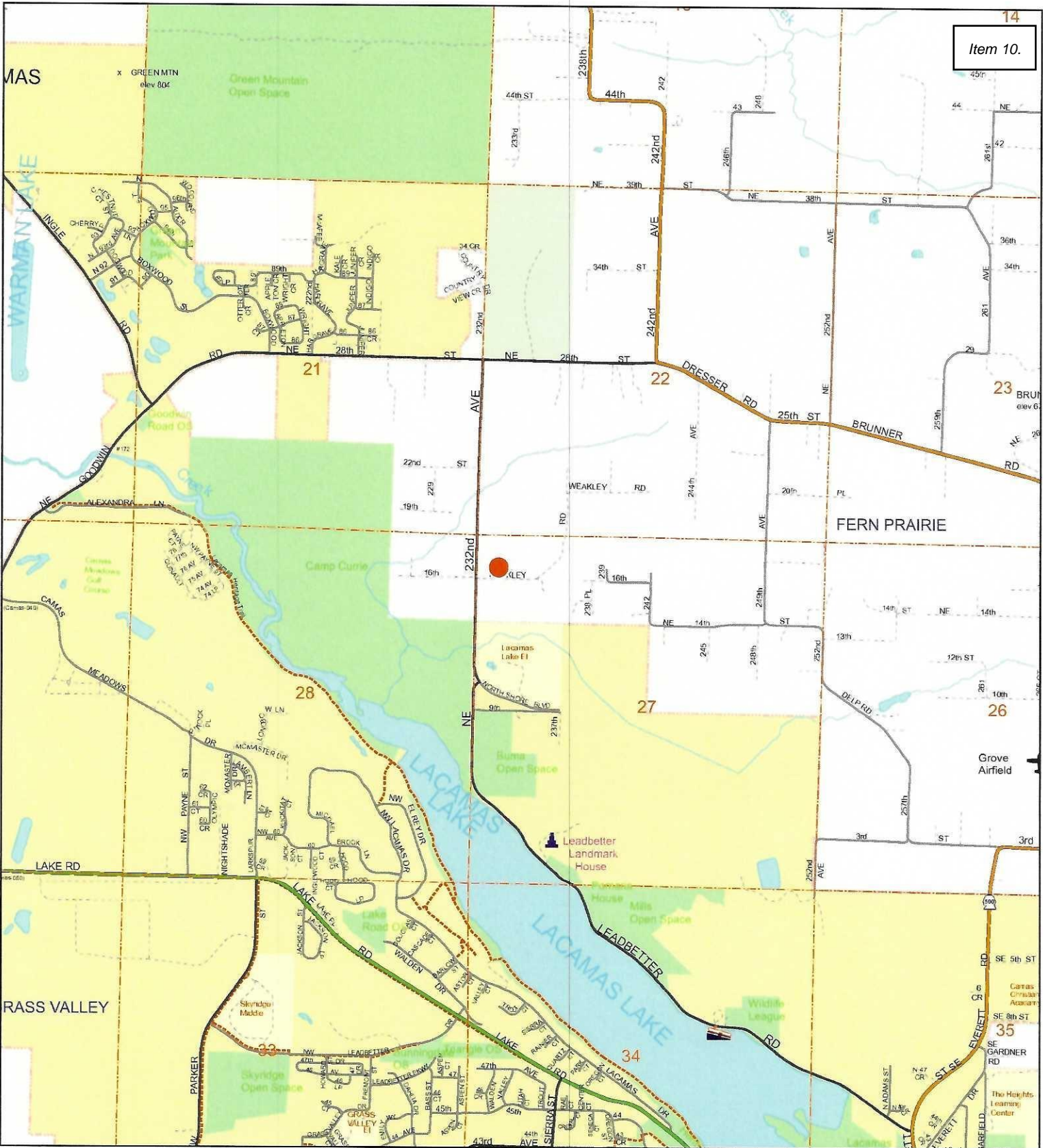
PDF # 271044

Printed: August 24, 2021

Expires: August 24, 2022

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| Zoning Designations | 6 |
| Comprehensive Plan Designations | 7 |
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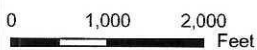
General Location


Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

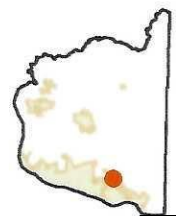
Printed on: August 24, 2021



Geographic Information System



 Location of Subject Property(s)



Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

Property Information Fact Sheet

Item 10.

Mailing Information:

Account No.: 175762000, 175770000, 175764000, 175763000, 175765000
Owner: KREITER BETTY JANE ETAL
Address: 23404 NE WEAKLY RD
C/S/Z: CAMAS, WA 98607

Assessed Parcel Size: 19.79999999999997 Ac

Property Type: Multiple Property Types

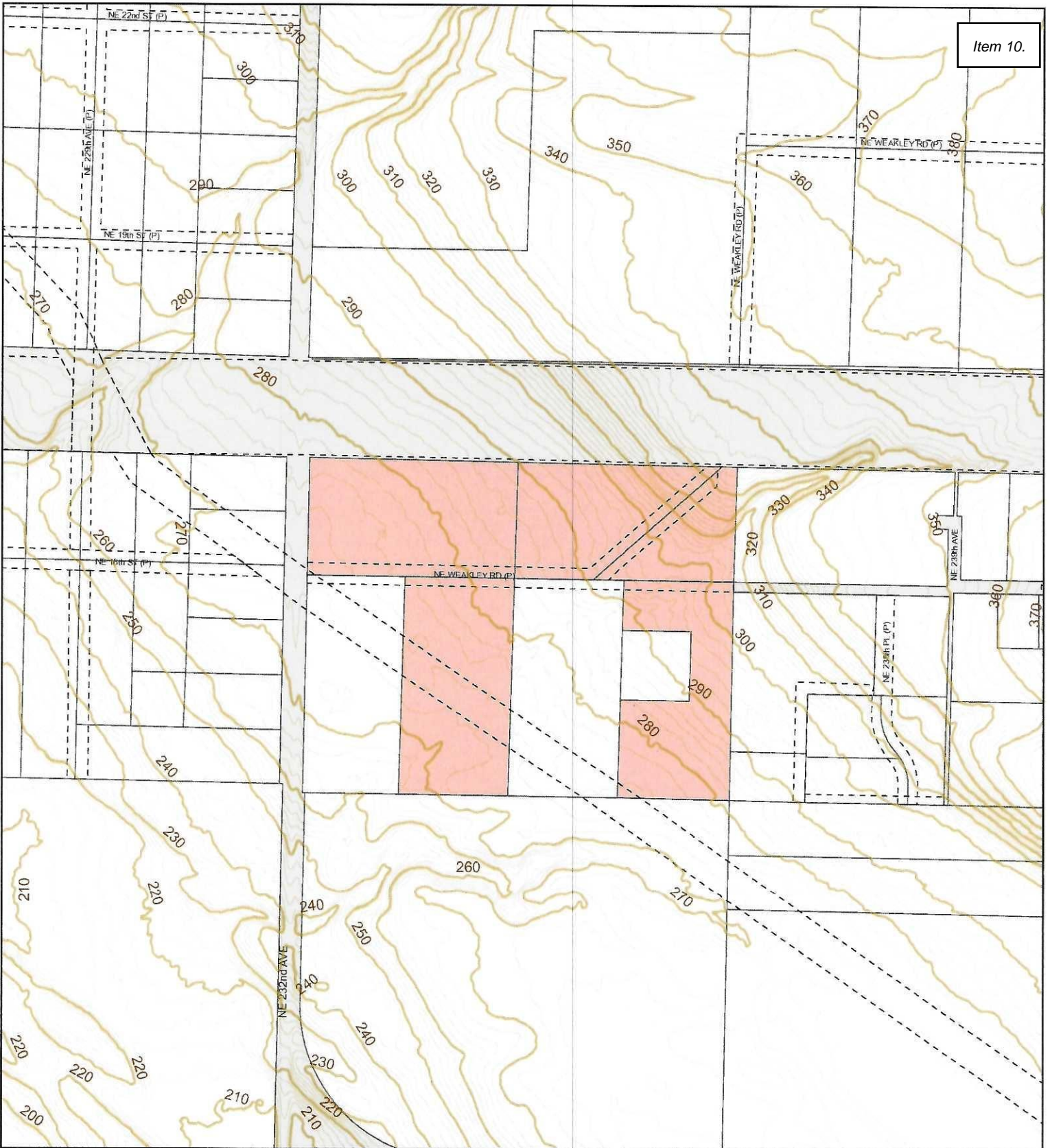
PARCEL LOCATION FINDINGS:

Quarter Section(s): NW 1/4, S27, T2N, R3E
Municipal Jurisdiction: Clark County
Urban Growth Area: Camas
Zoning: R1-10
Zoning Overlay: Urban Holding - 10 (UH-10)
Comprehensive Plan Designation: UL
Columbia River Gorge NSA: No Mapping Indicators
Late-Comer Area: No Mapping Indicators
Trans. Impact Fee Area: Rural
Park Impact Fee District: No Mapping Indicators

Neighborhood Association: No Mapping Indicators
School District: Camas
Elementary School: Lacamas Lake
Junior High School: Liberty
Senior High School: Camas
Fire District: East County Fire and Rescue
Sewer District: Rural/Resource
Water District: Camas
Wildfire Danger Area: No Mapping Indicators

ENVIRONMENTAL CONSTRAINTS:

Soil Type(s): HcB, 1.1% of parcel
HcD, 8.7%
LeB, 89.4%
MeA, 0.7%
Hydric Soils: Non-Hydric, 100.0% of parcel
Flood Zone Designation: Outside Flood Area
CARA: Category 2 Recharge Areas
Forest Moratorium Area: No Mapping Indicators
Liquefaction Susceptibility: Very Low
NEHRP: C
Slope: 0 - 5 percent, 78.4% of parcel
10 - 15 percent, 6.3%
15 - 25 percent, 1.7%
5 - 10 percent, 13.6%
Landslide Hazards: Slopes > 15%
Slope Stability: Severe Erosion Hazard Area
Habitat and Species Resources:
Habitat and Species Impacts: Mapping Indicators Found
Riparian Habitat Area: Fish Habitat Stream
Cultural Resources:
Archeological Predictive: High, 29.1% of parcel
Moderate, 1.2%
Moderate-High, 69.7%
Archeological Site Buffers: Mapping Indicators Found
Historic Sites: No Mapping Indicators



Elevation Contours

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- 10' Elevation Contours
- 2' Elevation Contours

Printed on: August 24, 2021

| | | |
|-------|-------|-------|
| 23116 | 23115 | 23114 |
| 23121 | 23122 | 23123 |
| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |

CLARK COUNTY, WASHINGTON
 Geographic Information System

0 200 400 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



2020 Aerial Photography

Account: 175762000, 175770000, 175764000, 175763000, 175765000
Owner: KREITER BETTY JANE ETAL
Address: 23404 NE WEAKLY RD
C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021

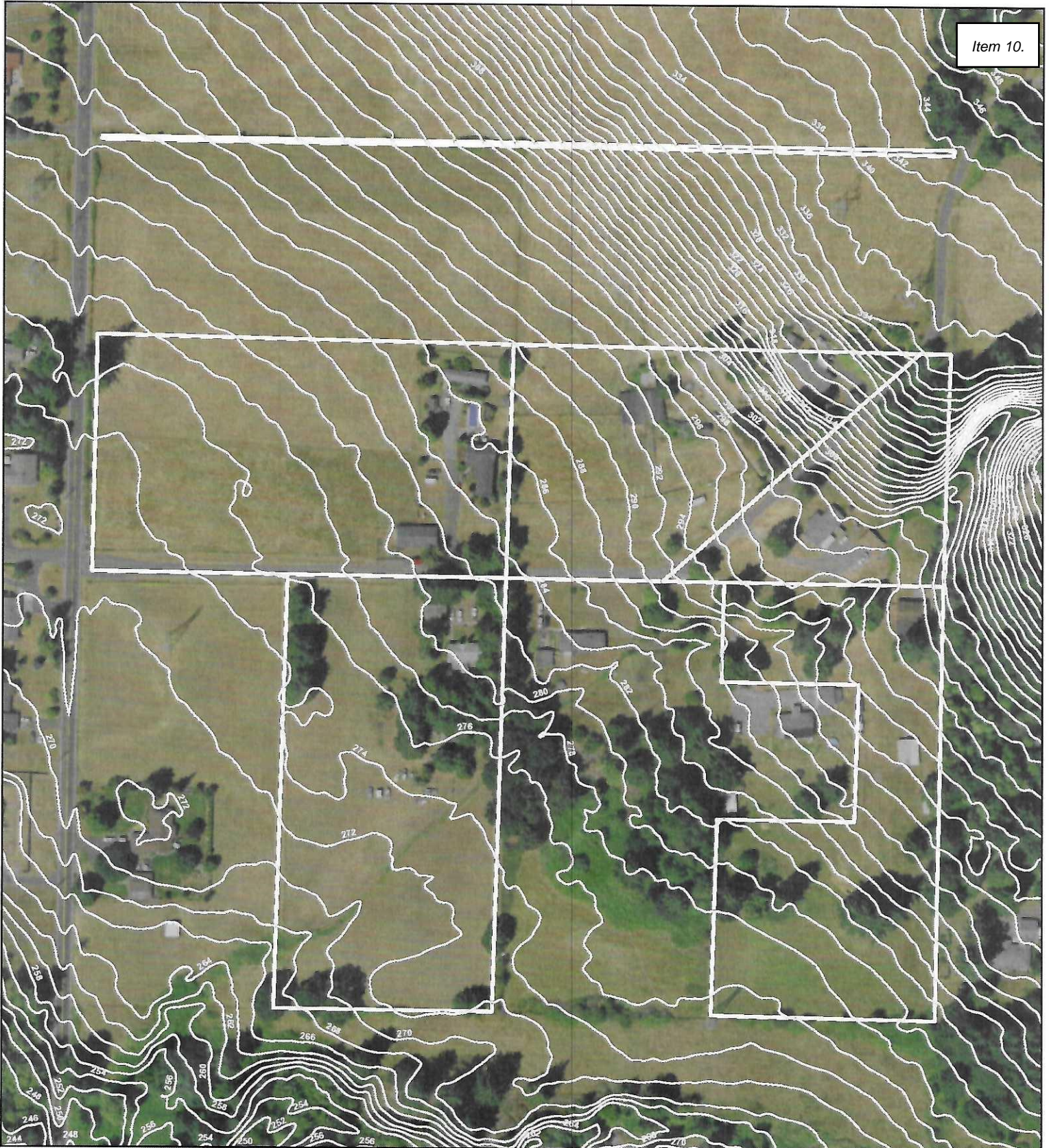
| | | |
|-------|-------|-------|
| 23116 | 23115 | 23114 |
| 23121 | 23122 | 23123 |
| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |

|| Subject Property(s)

CLARK COUNTY, WASHINGTON
Geographic Information System

0 200 400 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



Geographic Information System

0 100 200 Feet

2020 Aerial Photography with Elevation Contours

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021

- 2' Elevation Contours
- Subject Property(s)

| | | |
|-------|-------|-------|
| 23116 | 23115 | 23114 |
| 23121 | 23122 | 23123 |
| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



Zoning Designations

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

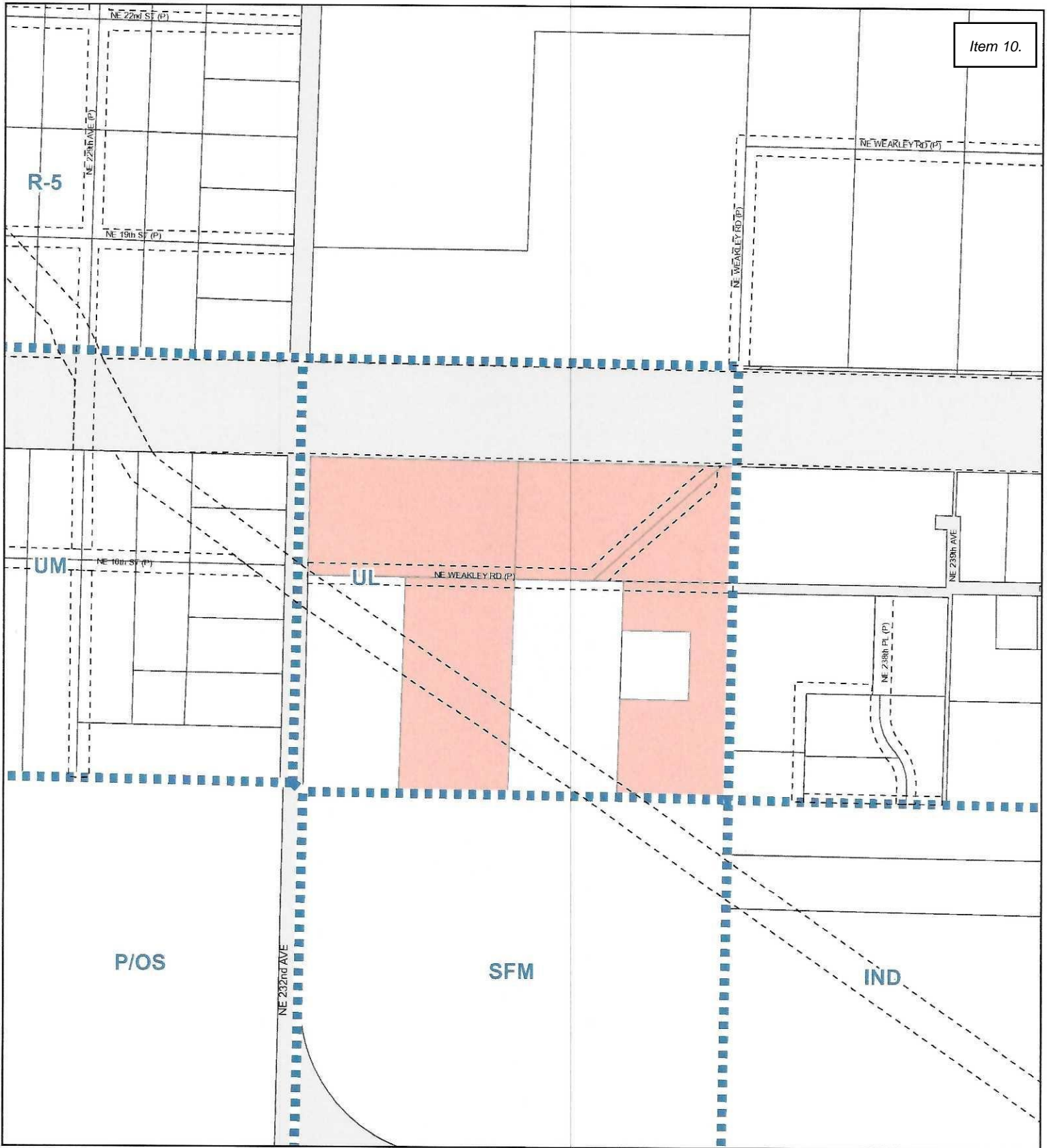
Printed on: August 24, 2021

0 200 400 Feet

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Zoning Boundary
- Urban Holding - 10 (UH-10)
- Urban Holding - 20 (UH-20)
- Urban Holding - 40 (UH-40)
- Surface Mining Overlay District

| | | |
|-------|-------|-------|
| 23116 | 23115 | 23114 |
| 23121 | 23122 | 23123 |
| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



Geographic Information System
 0 200 400 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

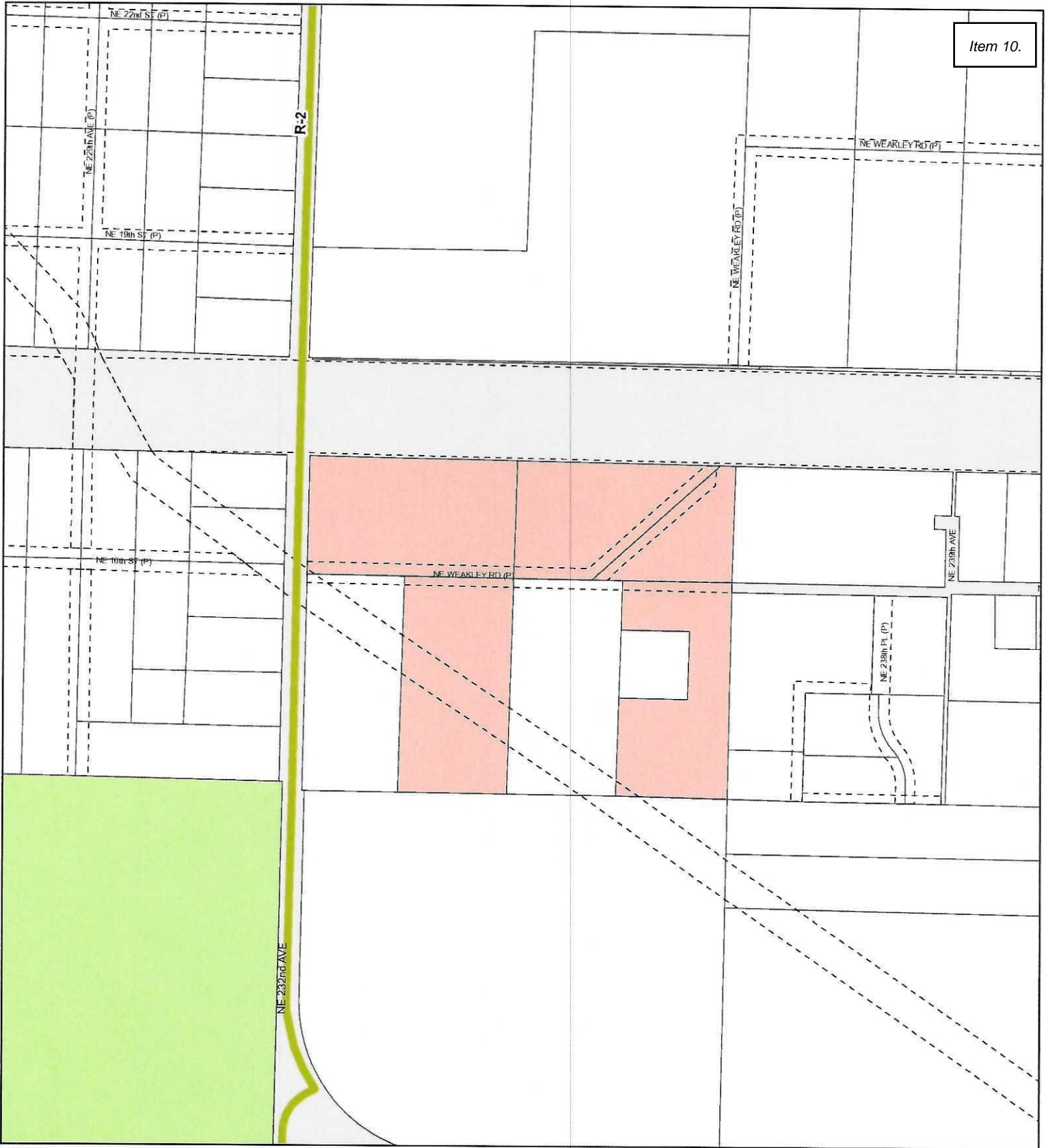
Comprehensive Plan Designations

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Comprehensive Plan Boundary
- Urban Reserve
- Industrial Reserve
- Railroad Industrial Reserve
- Mining
- Rural Center Mixed Use
- Columbia River Gorge Scenic Area

Printed on: August 24, 2021

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Arterials, C-Tran Bus Routes, Parks & Trails

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021

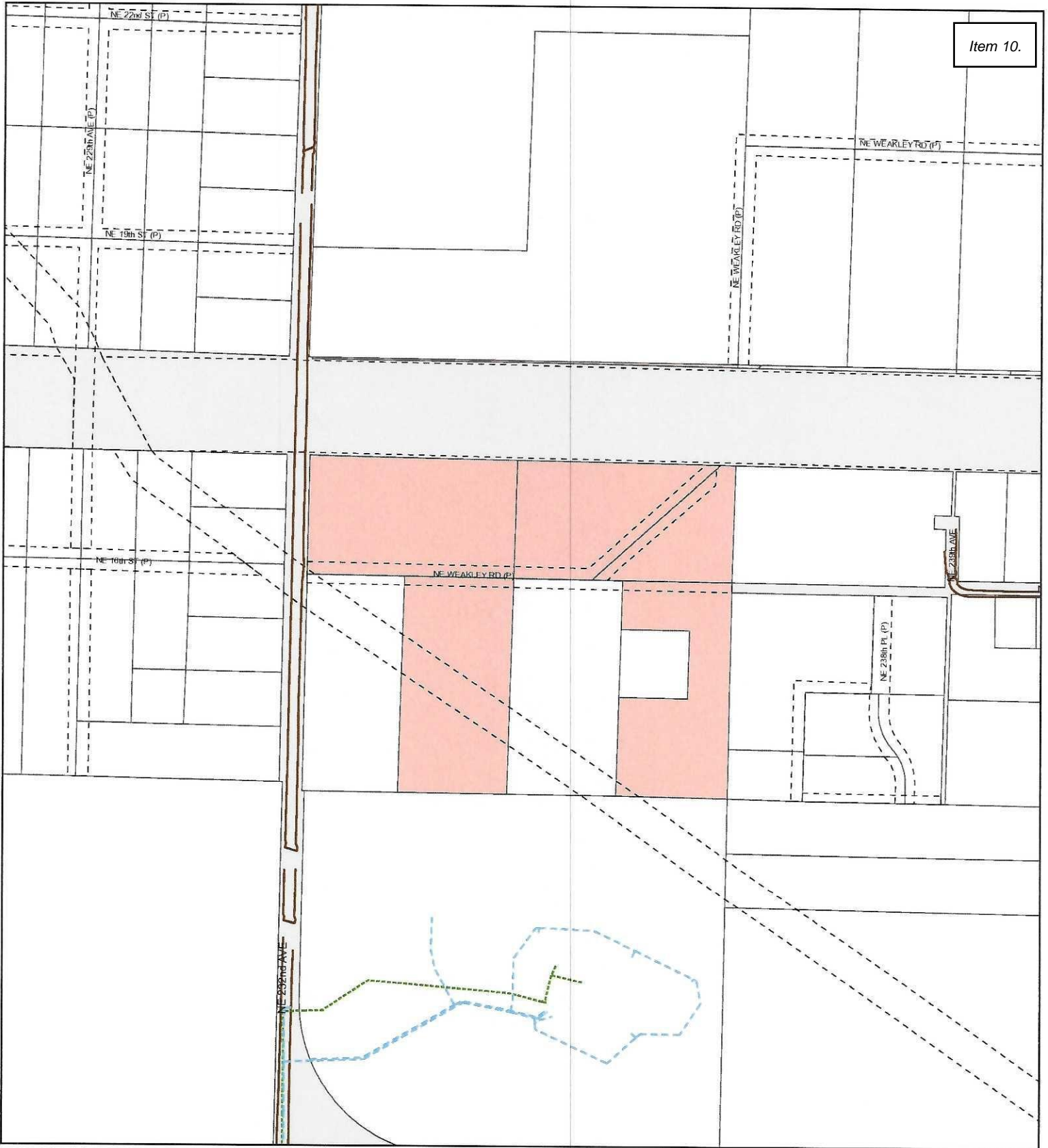
Geographic Information System

0 200 400 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

- Subject Property(s)
- C-Tran Route
- Rural Minor Collector
- Public Road
- Principal Arterial
- State Route
- Transportation or Major Utility Easement
- Minor Arterial
- Other
- Parks
- Collector
- Proposed Arterial
- Trail
- Rural Major Collector
- Scenic Highway

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| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |



Water, Sewer, and Storm Systems

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- 1-Year Wellhead ZOC
- 5-Year Wellhead ZOC
- 10-Year Wellhead ZOC
- Water Lines
- Sewer Lines
- Storm Water Lines
- Hydrants

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| 23133 | 23134 | 23135 |

Geographic Information System

0 200 400 Feet

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Item 10.



Water Systems

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021

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| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |



0 200 400 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

- Subject Parcel
- Public Road
- Water District Boundary
- Unknown Size Water Line
- < 10" Water Line
- 10-20" Water Line
- > 20" Water Line
- No Flow Data Hydrant
- 0 - 499 GPM at 20 PSI
- 500 - 999 GPM at 20 PSI
- > 1000 - 1749 GPM at 20 PSI
- > 1750 GPM at 20 PSI
- Hydrant > 500' from parcel(s)

Hydrant Fire Flow Details

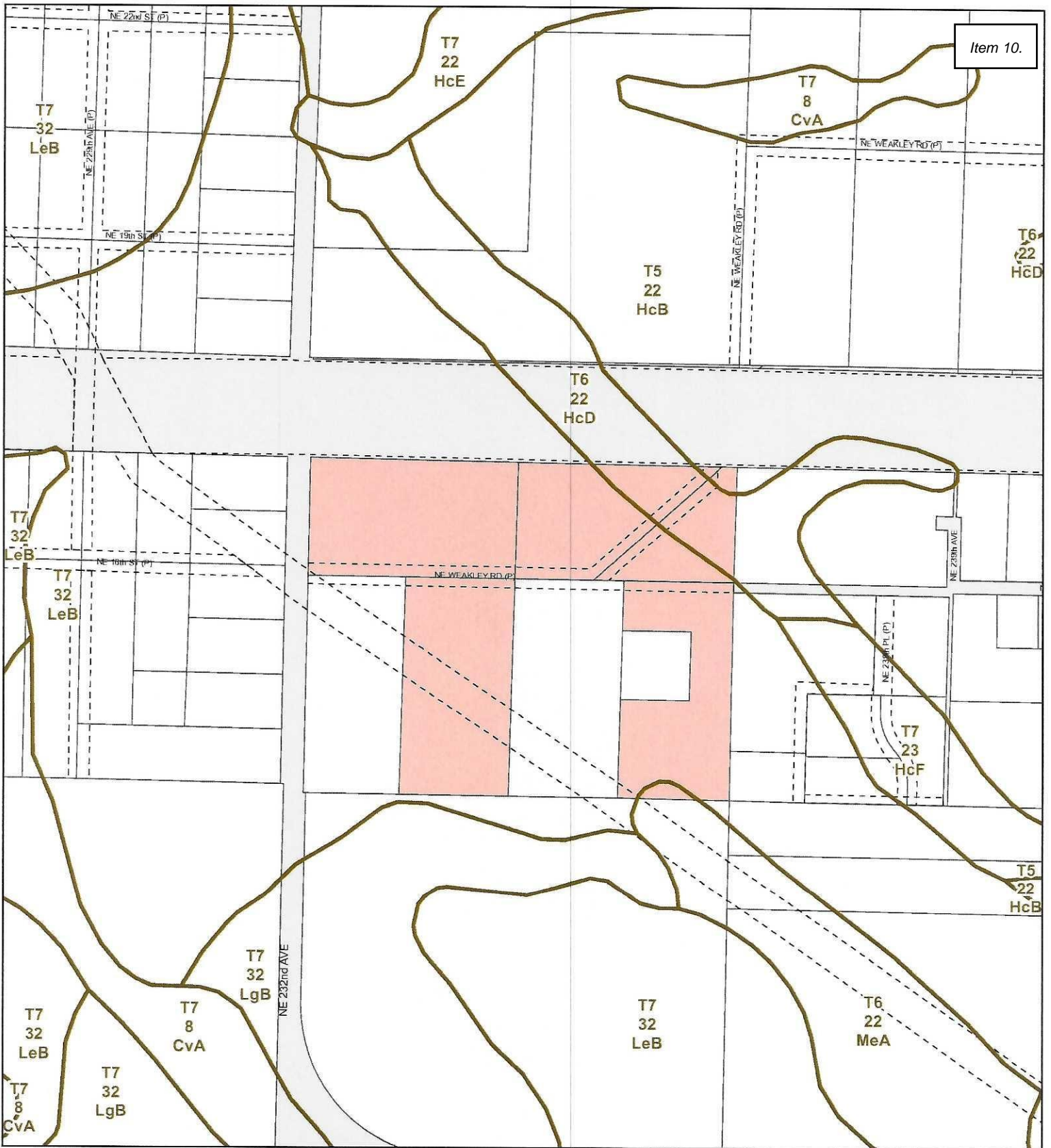
Item 10.

Account No.: 175762000, 175770000, 175764000, 175763000, 175765000
Owner: KREITER BETTY JANE ETAL
Address: 23404 NE WEAKLY RD
C/S/Z: CAMAS, WA 98607

| Water District(s) | Hydrant Data Update | Project Site Provider |
|-------------------|---------------------|-----------------------|
| Camas | March 17, 2021 | Service Provider |

HYDRANT INFORMATION:

No hydrants found.



Item 10.

Soil Types

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Soil Type Boundary

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| 23121 | 23122 | 23123 |
| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |

Geographic Information System

0 200 400 Feet

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Environmental Constraints I

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021

- Subject Property(s)
- Riparian Habitat or Species Area
- Public Road
- Non-Riparian Habitat or Species Area
- Transportation or Major Utility Easement
- 100 year Floodplains
- Hydric Soils
- Wetland Inventory
- CARA Category 1
- Floodway
- Shorelines
- Stream

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| 23116 | 23115 | 23114 |
| 23121 | 23122 | 23123 |
| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |

CLARK COUNTY, WASHINGTON
 Geographic Information System

0 200 400 Feet

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Environmental Constraints II

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

Geographic Information System

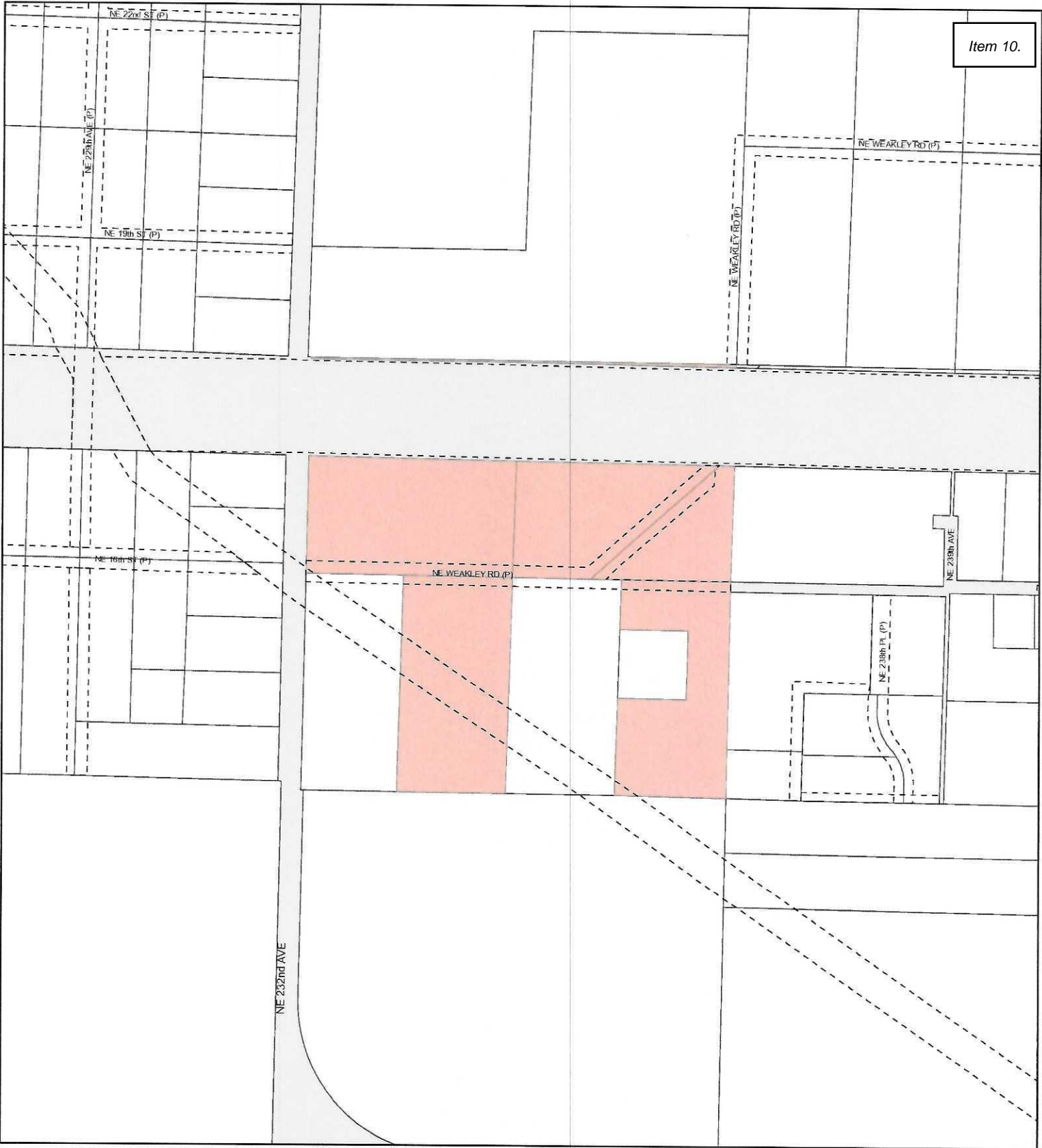
0 200 400 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Slopes > 15%
- Potentially Unstable Slope
- Historic or Active Landslide
- Severe Erosion Hazard Area
- Forest Moratorium Area
- CCHR Historic Site
- NRHP Historic Site
- WSHR Historic Site
- WSHR Historic Barn
- INV Historic Site

Printed on: August 24, 2021

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| 23116 | 23115 | 23114 |
| 23121 | 23122 | 23123 |
| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |



Adjacent Development

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Adjacent Development

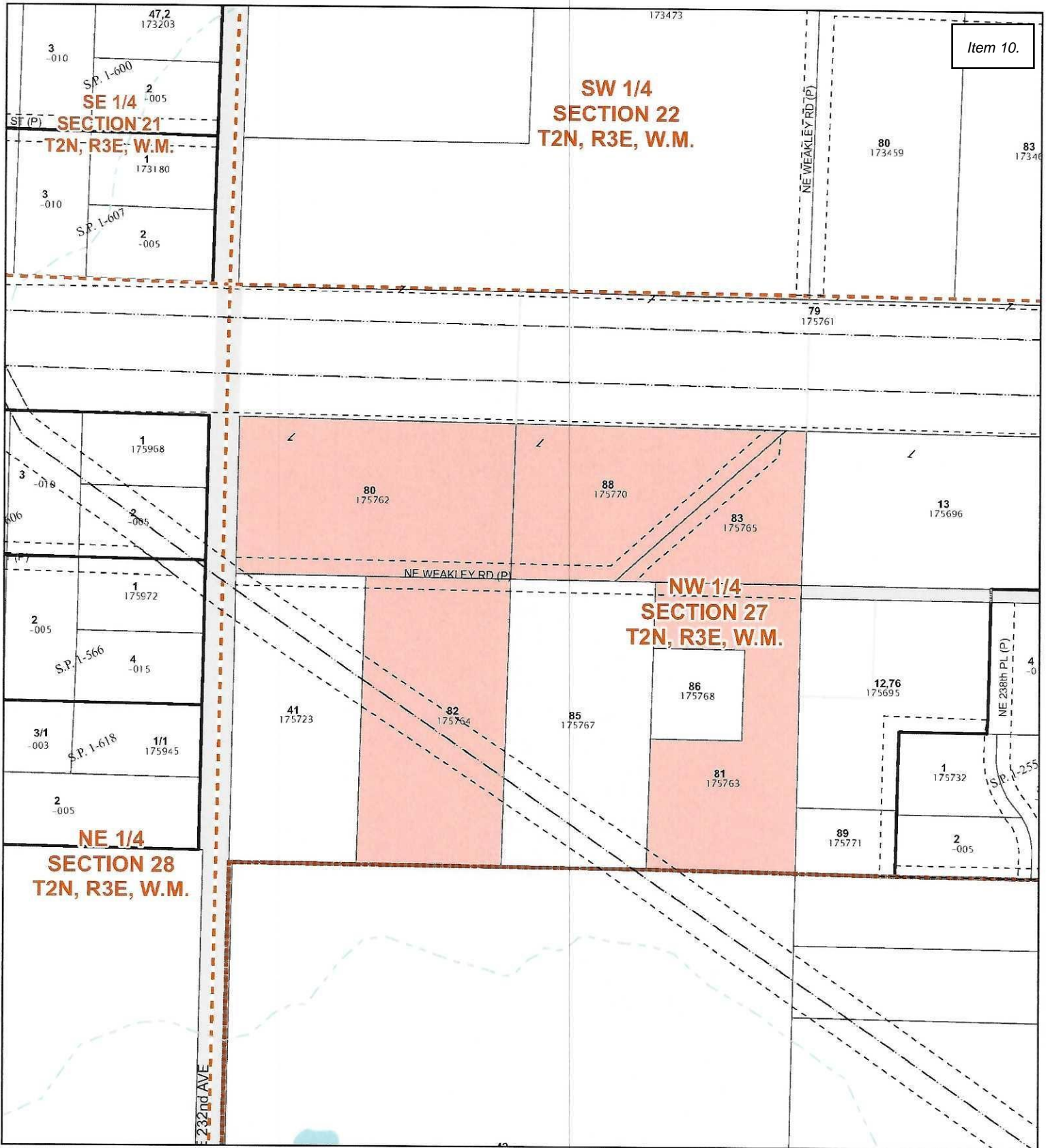
Printed on: August 24, 2021

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| 23116 | 23115 | 23114 |
| 23121 | 23122 | 23123 |
| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |

Geographic Information System

0 200 400 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



Quarter Section Parcels

Account: 175762000, 175770000, 175764000, 175763000, 175765000
 Owner: KREITER BETTY JANE ETAL
 Address: 23404 NE WEAKLY RD
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021

CLARK COUNTY, WASHINGTON

Geographic Information System

0 150 300 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

- Subdivision Lines
- Donation Land Claim
- Section Quarters
- City Boundaries
- Subject Property(s)
- Road Right of Way - Actual Road May not Exist
- Transportation or Major Utility Easement

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| 23116 | 23115 | 23114 |
| 23121 | 23122 | 23123 |
| 23128 | 23127 | 23126 |
| 23133 | 23134 | 23135 |



Staff Report

October 18th, 2021 Council Meeting

28th Street Annexation – 10% Notice of Intent

Presenter: Robert Maul, Interim Community Development Director

Time Estimate: 30 minutes

| Phone | Email |
|--------------|----------------------|
| 360.817.1568 | rmaul@cityofcamas.us |

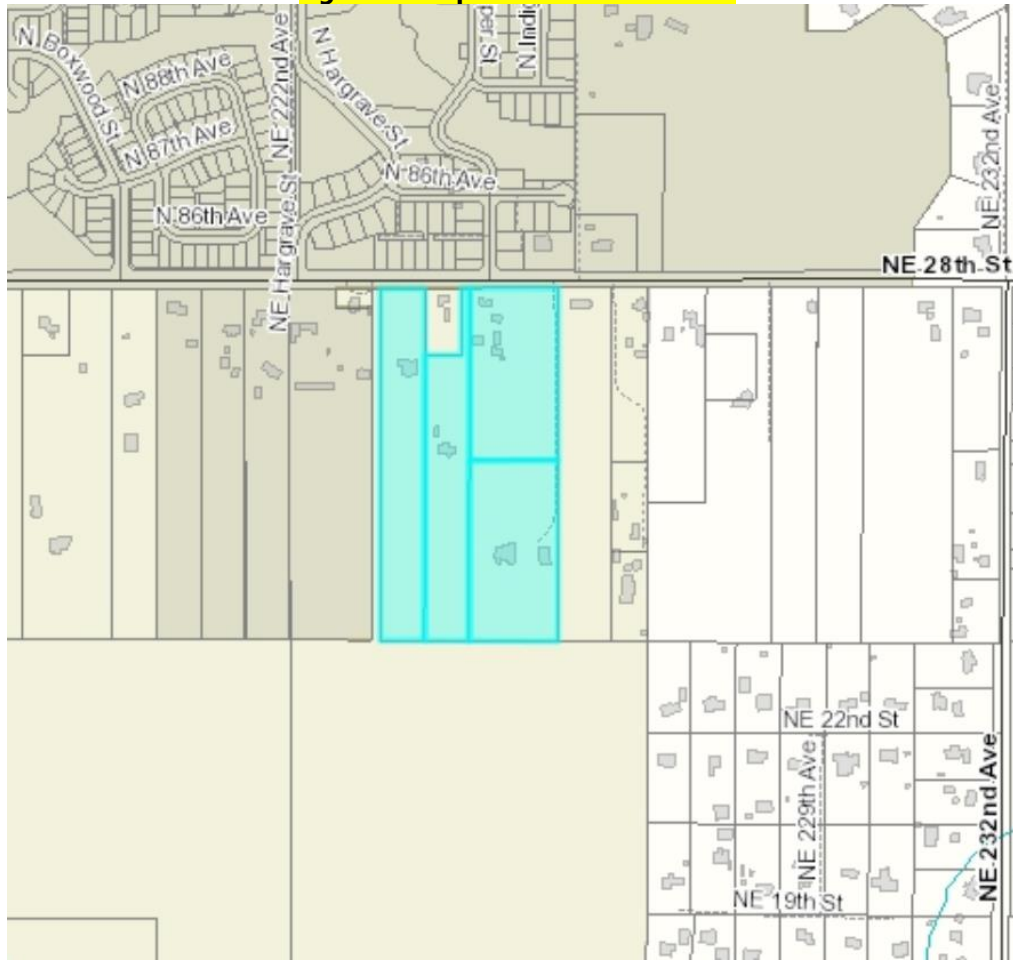
BACKGROUND: An annexation application has been submitted to the City to annex approximately 19.18 acres into the city limits of Camas.

SUMMARY: Jordan Ramis PC submitted a 10% notice of intent to the City of Camas on September 1st, 2021 on behalf of the property owners within the proposed annexation area. The annexation area is comprised of four parcels that total approximately 19.18 acres of land located south of NE 28th Street across from Green Mountain Estates and Green Mountain Planned Residential Development (see Figure 1). The annexation area is within the Camas Urban Growth Boundary (UGB).

Property owners of the four parcels have signed the notice of intent to annex. The initiating parties represent 100% of valuation (\$3,528,833) of land owners in the proposed area. Three of the four parcels abut the existing city limit boundary to the north at the public right of way along NE 28th Street. The notice is valid and satisfies the requirements of RCW 35A.14.120.

The adopted comprehensive plan designation for the subject area is currently Single-Family Medium, which allows for zoning designations of R-7.5, R-10, and R-12. The current zoning for the subject area is Clark County R-12, Urban High Density, with an Urban Holding Overlay. The park land to the south is zoned Public Facilities and also carries an Urban Holding Overlay. Across the Street within the city limits the zoning designation is R-6 (6,000 square foot lots).

Figure 1: Proposed Annexation Area

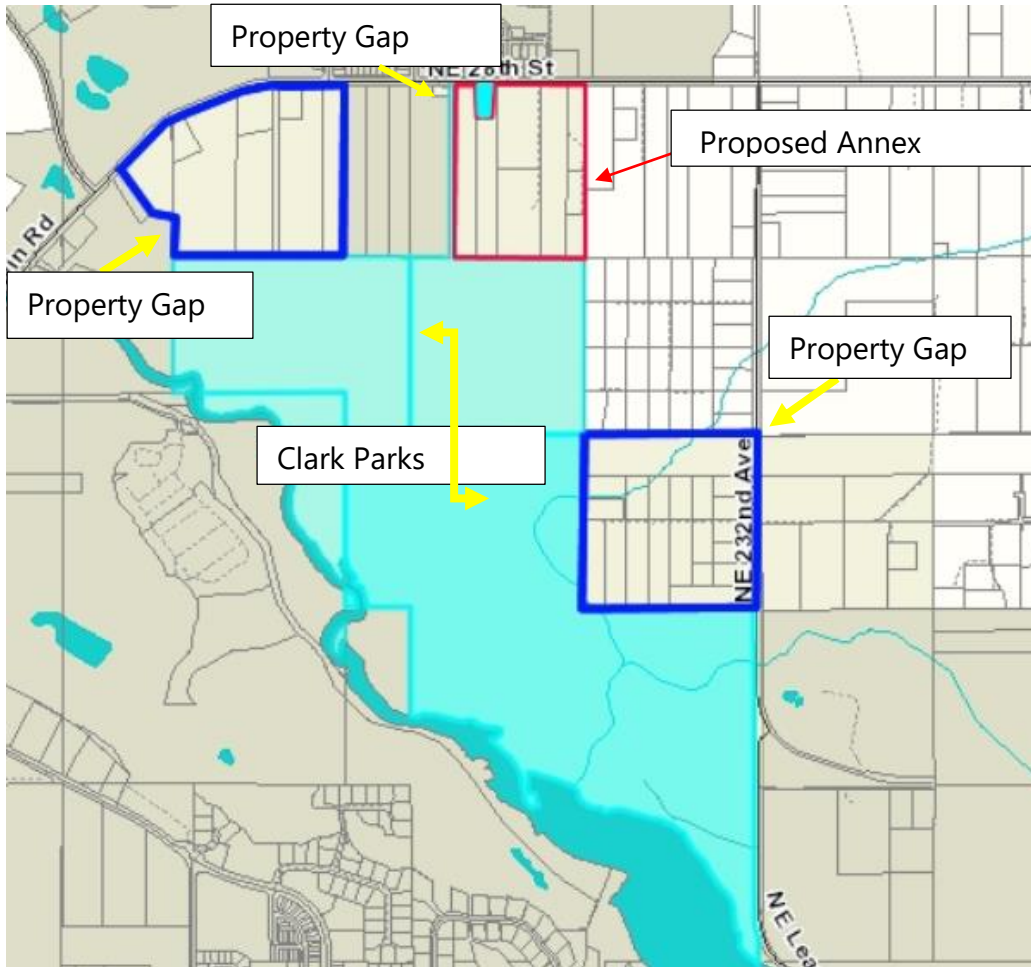


City Boundary:

When drawing annexation boundaries the goal is to have orderly patterns that allow for the ability provide services, continuity and allow for potential growth patterns that make sense. As proposed the four parcels have gaps to the west, east in in the middle. Planning staff has discussed this potential layout with city Parks, Public Works, and the Police department and as proposed this annexation creates a number of service challenges for utilities, emergency response, addressing and future public property ownership and maintenance challenges.

In exploring different layouts of possible boundary expansions the scenarios begin to quickly affect and potentially impact a number of private property owners (approximately 36) as well as Clark County parks facilities. Given the potential size and impact of this annexation staff would recommend not pursuing this petition, but rather look to annex through other legal means such as an interlocal agreement with Clark County, and more importantly to have direct communication with all affected property owners before engaging in a full effort. Given the amount of work associated with such a task this would be something that should be tied to a future work plan for the next biennium.

Figure 2: Camas City Limits



Process:

As per RCW 35.13.125, the City Council is required to meet with the initiating parties and will discuss the following:

1. Whether the City will accept, reject, or geographically modify the proposed annexation;

2. Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330, and RCW 35A.14.340); and
3. Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

If the Council were to accept the proposed annexation (with or without modifications) the next step in the process is for the initiating party to collect signatures from property owners representing at least 60% of the assessed value of the area to be annexed. During that time staff will also schedule hearings with the Planning Commission to develop a recommended zoning designation for the 60% hearing. If a valid petition is submitted, then the City Council may hold a public hearing to consider the request.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To accept, reject or modify the annexation process for the application.

What's the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? The annexation process will include public notices and opportunities for engagement.

Who will benefit from, or be burdened by this agenda item? N/A

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? The properties are within the City's Urban Growth Boundary and support the elements of the comprehensive plan.

BUDGET IMPACT: Unknown at this time. Staff will bring forward more specifics at future meetings.

RECOMMENDATION: Reject the notice of intent to annex.

Options:

| Option | Results |
|---|--|
| • <i>Reject the Notice of Intent</i> | <i>The annexation process ends and the subject property would remain in unincorporated Clark County.</i> |
| • <i>Accept the Notice as submitted</i> | <i>The initiating parties would draft a petition and begin gathering signatures.</i> |
| • <i>Accept the Notice but modify the boundaries.</i> | <i>The initiating parties would draft a revised petition and begin gathering signatures.</i> |



Item 11.

Community Development Department |
 616 NE Fourth Avenue | Camas, WA 98607
 (360) 817-1568
communitydevelopment@cityofcamas.us

General Application Form

Case Number: **ANNEX 21-02**

Applicant Information

| | | |
|---------------------|--|--|
| Applicant/Contact:: | Jordan Ramis PC (Jamie Howsley) | Phone: (360) 567-3900 |
| Address: | 1499 SE Tech Center Pl, Ste 380 | jamie.howsley@jordanramis.com |
| | <small>Street Address</small> Vancouver | <small>E-mail Address</small> WA 98683 |
| | <small>City</small> | <small>State</small> <small>ZIP Code</small> |

Property Information

| | | |
|-------------------|--|---|
| Property Address: | NE 28th St. | 173181000, 173198000, 173172000, 174412000 |
| | <small>Street Address</small> Camas | <small>County Assessor # / Parcel #</small> WA 98607 |
| | <small>City</small> | <small>State</small> <small>ZIP Code</small> |
| Zoning District | Residential (R-12) | Site Size 5 acres |

Description of Project

Brief description:
 Application for Annexation (10% Petition, RCW 35A.01)

Are you requesting a consolidated review per CMC 18.55.020(B)? YES NO

Permits Requested: Type I Type II Type III Type IV, BOA, Other

Property Owner or Contract Purchaser

| | | |
|-----------------|---|---|
| Owner's Name: | Johnson, Glen | Phone: () |
| | <small>Last</small> <small>First</small> Same as Applicant | |
| E mail Address: | <small>Street Address</small> Same as Applicant | <small>Apartment/Unit #</small> |
| | <small>City</small> | <small>State</small> <small>Zip</small> |

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature: Date: **8/27/21**

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

| | | |
|--------------------------------|---|--------------------------------|
| Date Submitted: 9-01-21 | Pre-Application Date: | \$863.00 paid 9/1/21 |
| Staff: Related Cases # | <input type="checkbox"/> Electronic Copy Submitted | Validation of Fees |

Application Checklist and Fees [updated on January 1, 2021]

| | | | |
|--|--|-------------------|---------------|
| ◇ Annexation | \$863 10% petition; \$3,669 60% petition | 001 00 345 890 00 | \$ 863.00 |
| ◇ Appeal Fee | | 001-00-345-810-00 | \$399.00 \$ |
| ◇ Archaeological Review | | 001-00-345-810-00 | \$137.00 \$ |
| ◇ Binding Site Plan | \$1,879 + \$24 per unit | 001-00-345-810-00 | \$ |
| ◇ Boundary Line Adjustment | | 001-00-345-810-00 | \$103.00 \$ |
| ◇ Comprehensive Plan Amendment | | 001-00-345-810-00 | \$5,826.00 \$ |
| ◇ Conditional Use Permit | | | |
| Residential | \$3,417 + \$105 per unit | 001-00-345-810-00 | \$ |
| Non-Residential | | 001-00-345-810-00 | \$4,328.00 \$ |
| ◇ Continuance of Public Hearing | | 001-00-345-810-00 | \$524.00 \$ |
| ◇ Critical or Sensitive Areas (fee per type) | | 001-00-345-810-00 | \$775.00 \$ |
| (wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat) | | | |
| ◇ Design Review | | | |
| Minor | | 001-00-345-810-00 | \$433.00 \$ |
| Committee | | 001-00-345-810-00 | \$2,375.00 \$ |
| ◇ Development Agreement | \$877 first hearing \$530 ea add'l hearing/continuance | 001-00-345-810-00 | \$ |
| ◇ Engineering Department Review - Fees Collected at Time of Engineering Plan Approval | | | |
| Construction Plan Review & Inspection | (3% of approved estimated construction costs) | | |
| Modification to Approved Construction Plan Review | (Fee shown for information only) | | \$420.00 |
| Single Family Residence (SFR) - Stormwater Plan Review | (Fee shown for information only) | | \$208.00 |
| Gates/Barrier on Private Street Plan Review | (Fee shown for information only) | | \$1,041.00 |
| ◇ Fire Department Review | | | |
| Short Plat or other Development Construction Plan Review & Insp. | | 115-09-345-830-10 | \$284.00 \$ |
| Subdivision or PRD Construction Plan Review & Inspection | | 115-09-345-830-10 | \$354.00 \$ |
| Commercial Construction Plan Review & Inspection | | 115-09-345-830-10 | \$424.00 \$ |
| ◇ Home Occupation | | | |
| Minor - Notification (No fee) | | | \$0.00 |
| Major | | 001-00-321-900-00 | \$69.00 \$ |
| ◇ LI/BP Development | \$4,328 + \$41.00 per 1000 sf of GFA | 001-00-345-810-00 | \$ |
| ◇ Minor Modifications to approved development | | 001-00-345-810-00 | \$346.00 \$ |
| ◇ Planned Residential Development | \$35 per unit + subdivision fees | 001-00-345-810-00 | \$ |
| ◇ Plat, Preliminary | | | |
| Short Plat | 4 lots or less: \$1,936 per lot | 001-00-345-810-00 | \$ |
| Short Plat | 5 lots or more: \$7,175 + \$250 per lot | 001-00-345-810-00 | \$ |
| Subdivision | \$7,175 + \$250 per lot | 001-00-345-810-00 | \$ |
| ◇ Plat, Final: | | | |
| Short Plat | | 001-00-345-810-00 | \$200.00 \$ |
| Subdivision | | 001-00-345-810-00 | \$2,375.00 \$ |
| ◇ Plat Modification/Alteration | | 001-00-345-810-00 | \$1,196.00 \$ |
| ◇ Pre-Application (Type III or IV Permits) | | | |
| No fee for Type I or II | | | |
| General | | 001-00-345-810-00 | \$354.00 \$ |
| Subdivision (Type III or IV) | | 001-00-345-810-00 | \$911.00 \$ |
| ◇ SEPA | | 001-00-345-890-00 | \$810.00 \$ |
| ◇ Shoreline Permit | | 001-00-345-890-00 | \$1,196.00 \$ |
| ◇ Sign Permit | | | |
| General Sign Permit | (Exempt if building permit is required) | 001.00.322.400.00 | \$41.00 \$ |
| Master Sign Permit | | 001.00.322.400.00 | \$126.00 \$ |
| ◇ Site Plan Review | | | |
| Residential | \$1,151 + \$34 per unit | 001-00-345-810-00 | \$ |
| Non-Residential | \$2,876 + \$68 per 1000 sf of GFA | 001-00-345-810-00 | \$ |
| Mixed Residential/Non Residential | [see below] | 001-00-345-810-00 | \$ |
| | \$4,055 + \$34 per res unit + \$68 per 1000 sf of GFA | | |
| ◇ Temporary Use Permit | | 001-00-321-990-00 | \$80.00 \$ |
| ◇ Variance (Minor) | | 001-00-345-810-00 | \$695.00 \$ |
| ◇ Variance (Major) | | 001-00-345-810-00 | \$1,295.00 \$ |
| ◇ Zone Change (single tract) | | 001-00-345-810-00 | \$3,345.00 \$ |

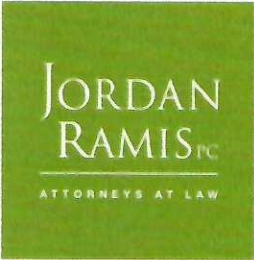
Adopted by RES 1023 AUG 2005. Revised by RES 1113 SEPT 2007. Revised by RES 1163 OCT 2009. Revised by RES 1204 NOV 2010.
 Revised by RES 15-001 JAN 2015. Revised by RES 15-007 MAY 2015. Revised by RES 15-018 DEC 2015. Revised by RES 16-019 NOV 2016.
 Revised by RES 17-015 NOV 2017. Revised by RES 18-003 APRIL 2018. Revised by RES 18-013 NOV 2018. Revised by RES 19-018 DEC 2019
 Revised by RES20-014 DEC 2020

Fees reviewed & approved by Planner:

Initial Date

For office use only

Total Fees Due: \$ 863.00



1499 SE Tech Center Place, Ste. 380
Vancouver, WA 98683
Tel. (360) 567-3900
Fax (360) 567-3901
www.jordanramis.com

Jamie D. Howsley
Admitted in Oregon and Washington
jamie.howsley@jordanramis.com
Direct Dial: (360) 567-3913

Item 11.

August 27, 2021

VIA HAND DELIVERY

Robert Maul
Planning Manager
City of Camas
616 NE 4th Avenue
Camas, WA 98607

Re: **10% Annexation Application – APNs 173181000, 173198000, 173172000,
174412000**
Our File No. 55254-78774

Dear Robert:

Enclosed please find our application and notice of intent to annex with the signatures of the legal owners of at least 10% of the properties proposed to be annexed. The blank signature lines on our Notice of Intent to Annex represent other parcels that may be interested in annexing at the next step in the process.

Thank you for your continued assistance.

Very truly yours,

JORDAN RAMIS PC

Jamie D. Howsley

Attachments

LEGAL DESCRIPTIONS

NE 28th Street, Camas, WA – 10% Annex Application

APN 173181000

PARCEL I

The East half of the Southeast quarter of the Northwest quarter of the Northwest quarter and the Northeast quarter of the Northwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

EXCEPT that portion of the Northeast quarter of the Northwest quarter of the Northwest quarter of said Section 27 lying Westerly of the center line of the following described road easement in Parcel II.

ALSO EXCEPT that portion taken by the United States of America for the Bonneville power line which was conveyed by Deed recorded under Auditor's File No. E 1358.

ALSO EXCEPT that portion of the East half of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, in Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of the East half of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 27; thence South along the West line of said subdivision, 150 feet to the true point of beginning; thence continuing South along the West line of said subdivision 208.7 feet; thence East, parallel with the North line of the Southeast quarter of the Northwest quarter of the Northwest quarter of said Section 27, 208.7 feet; thence North, parallel with the West line of the East half of the Southeast quarter of the Northwest quarter of the Northwest quarter of said Section 27, 208.7 feet; thence West, parallel with the North line of the Southeast quarter of the Northwest quarter of the Northwest quarter of said Section 27, 208.7 feet to the true point of beginning.

PARCEL II

A 60.00 foot easement for ingress, egress and public utilities, over, under and across a strip of land being 30.00 feet in width on both sides of the following described centerline:

Continued

BEGINNING at the Northwest corner of the Southwest quarter of the

Northwest quarter of the Northwest quarter of section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington; thence South 89°12'14" East along the North line of the South half of said Northwest quarter of the Northwest quarter of Section 27, a distance of 1055.50 feet.

EXCEPT any portion lying thereof lying in NE 232nd Avenue.

ALSO an. easement for ingress, egress and public utilities over, under and across a strip of land being 30.00 feet in width on both sides of the following described centerline for the first 551.14 feet and then continuing at 20 feet in width on both sides of the following described centerline:

BEGINNING at a point on the North line of the South half of the Northwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, said point being South 89°12'14" East 912.43 feet from the Northwest corner of said South half of the Northwest quarter of the Northwest quarter of Section 27; thence North 47°14'05" East 551.14 feet, more or less, to a point 20 feet North 88°31'41" West of the East line of said Northwest quarter of the Northwest quarter of Section 27, as measured at right angles to said East line, said easement being 60.00 feet wide to this point; thence North 01°20'19" East parallel with the East line of said Northwest quarter of the Northwest quarter of Section 27, a distance of 280.69 feet, more or less, to the North line of said Northwest quarter of the Northwest quarter of Section 27, said easement being 40.00 feet wide.

ALSO a 60.00 foot road easement for ingress, egress and public utilities over, under and across the following property, being 30.00 feet in width on both sides of the following described line:

BEGINNING at a point on the South line of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, said point being 30.00 feet East of the West line of said Southwest quarter of the Southeast quarter of the Southwest quarter of Section 22 measured at right angles to said West line; thence North parallel to said West line to the North line of the South half of said Southeast quarter of the Southwest quarter of Section 22; thence East along the North line of said South half of the Southeast quarter of the Southwest quarter of Section 22, 1320 feet, more or less to the East line of said Southeast quarter of the Southwest quarter of Section 22 and the end of said 60.00 foot easement.

Continued

ALSO an easement for ingress, egress and public utilities over, under and across that portion of the Northeast quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of Willamette Meridian, Clark County, Washington, and running thence South 75 feet; thence North 45° East, 100 feet, more or less, to the North boundary line of said Section 27; thence West 75 feet to the Point of Beginning.

EXCEPT THEREFROM that portion taken by the United States of America for the Bonneville Power line which is a strip of land 300 feet wide, but INCLUDING any rights acquired by Grantors by and under that certain Easement Deed from the United States of America, Department of Interior, acting by and through the Bonneville Power Administrator, to Charles B. Mays and Maude W. Mays, husband and wife, dated September 14, 1940.

PARCEL I

The East half of the Southeast quarter of the Northwest quarter of the Northwest quarter and the Northeast quarter of the Northwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

EXCEPT that portion of the Northeast quarter of the Northwest quarter of the Northwest quarter of said Section 27 lying Westerly of the center line of the following described road easement in Parcel II.

ALSO EXCEPT that portion taken by the United States of America for the Bonneville power line which was conveyed by Deed recorded under Auditor's File No. E 1358.

ALSO EXCEPT that portion of the East half of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, in Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of the East half of the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 27; thence South along the West line of said subdivision, 150 feet to the true point of beginning; thence continuing South along the West line of said subdivision 208.7 feet; thence East, parallel with the North line of the Southeast quarter of the Northwest quarter of the Northwest quarter of said Section 27, 208.7 feet; thence North, parallel with the West line of the East half of the Southeast quarter of the Northwest quarter of the Northwest quarter of said Section 27, 208.7 feet; thence West, parallel with the North line of the Southeast quarter of the Northwest quarter of the Northwest quarter of said Section 27, 208.7 feet to the true point of beginning.

PARCEL II

A 60.00 foot easement for ingress, egress and public utilities, over, under and across a strip of land being 30.00 feet in width on both sides of the following described centerline:

Continued

BEGINNING at the Northwest corner of the Southwest quarter of the Northwest quarter of the Northwest quarter of section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington; thence South 89°12'14" East along the North line of the South half of said Northwest quarter of the Northwest quarter of Section 27, a distance of 1055.50 feet. EXCEPT any portion lying thereof lying in NE 232nd Avenue.

ALSO an. easement for ingress, egress and public utilities over, under and across a strip of land being 30.00 feet in width on both sides of the following described centerline for the first 551.14 feet and then continuing at 20 feet in width on both sides of the following described centerline:

BEGINNING at a point on the North line of the South half of the Northwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, said point being South 89°12'14" East 912.43 feet from the Northwest corner of said South half of the Northwest quarter of the Northwest quarter of Section 27; thence North 47°14'05" East 551.14 feet, more or less, to a point 20 feet North 88°31'41" West of the East line of said Northwest quarter of the Northwest quarter of Section 27, as measured at right angles to said East line, said easement being 60.00 feet wide to this point; thence North 01°20'19" East parallel with the East line of said Northwest quarter of the Northwest quarter of Section 27, a distance of 280.69 feet, more or less, to the North line of said Northwest quarter of the Northwest quarter of Section 27, said easement being 40.00 feet wide.

ALSO a 60.00 foot road easement for ingress, egress and public utilities over, under and across the following property, being 30.00 feet in width on both sides of the following described line:

BEGINNING at a point on the South line of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, said point being 30.00 feet East of the West line of said Southwest quarter of the Southeast quarter of the Southwest quarter of Section 22 measured at right angles to said West line; thence North parallel to said West line to the North line of the South half of said Southeast quarter of the Southwest quarter of Section 22; thence East along the North line of said South half of the Southeast quarter of the Southwest quarter of Section 22, 1320 feet, more or less to the East line of said Southeast quarter of the Southwest quarter of Section 22 and the end of said 60.00 foot easement.

Continued

ALSO an easement for ingress, egress and public utilities over, under and across that portion of the Northeast quarter of the Northwest quarter of Section

27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of Willamette Meridian, Clark County, Washington, and running thence South 75 feet; thence North 45° East, 100 feet, more or less, to the North boundary line of said Section 27; thence West 75 feet to the Point of Beginning.

EXCEPT THEREFROM that portion taken by the United States of America for the Bonneville Power line which is a strip of land 300 feet wide, but INCLUDING any rights acquired by Grantors by and under that certain Easement Deed from the United States of America, Department of Interior, acting by and through the Bonneville Power Administrator, to Charles B. Mays and Maude W. Mays, husband and wife, dated September 14, 1940.

THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE
NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION
21, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE
MERIDIAN, CLARK COUNTY, WASHINGTON.

EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF NE
28TH STREET.

ALSO EXCEPT THAT PORTION CONVEYED TO KIRK AND KELLI
LAUERMAN BY AUDITOR'S FILE NO 3034507.

SITUATE IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

The West half of the Northeast quarter of the Northwest quarter of the southeast quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

RESERVING UNTO THE GRANTOR their heirs and assigns an Easement for ingress, egress and utilities over the East 30 feet thereof for the benefit of the grantor's tract lying to the South thereof.

Parcel I

The West half of the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 21, Township 2 North, Range 3, East of the Willamette Meridian, Clark County, Washington.

Parcel II

An easement for ingress, egress and utilities over the East 30 feet of the West half of the Northeast quarter of the Northwest er of the Southeast quarter of said Section 21.

DEVELOPER'S PACKET

Produced By:

Clark County Geographic Information System (GIS)



For:

Jordan Ramis PC

Subject Property Account Number(s):

173181000

173198000

173172000

174412000

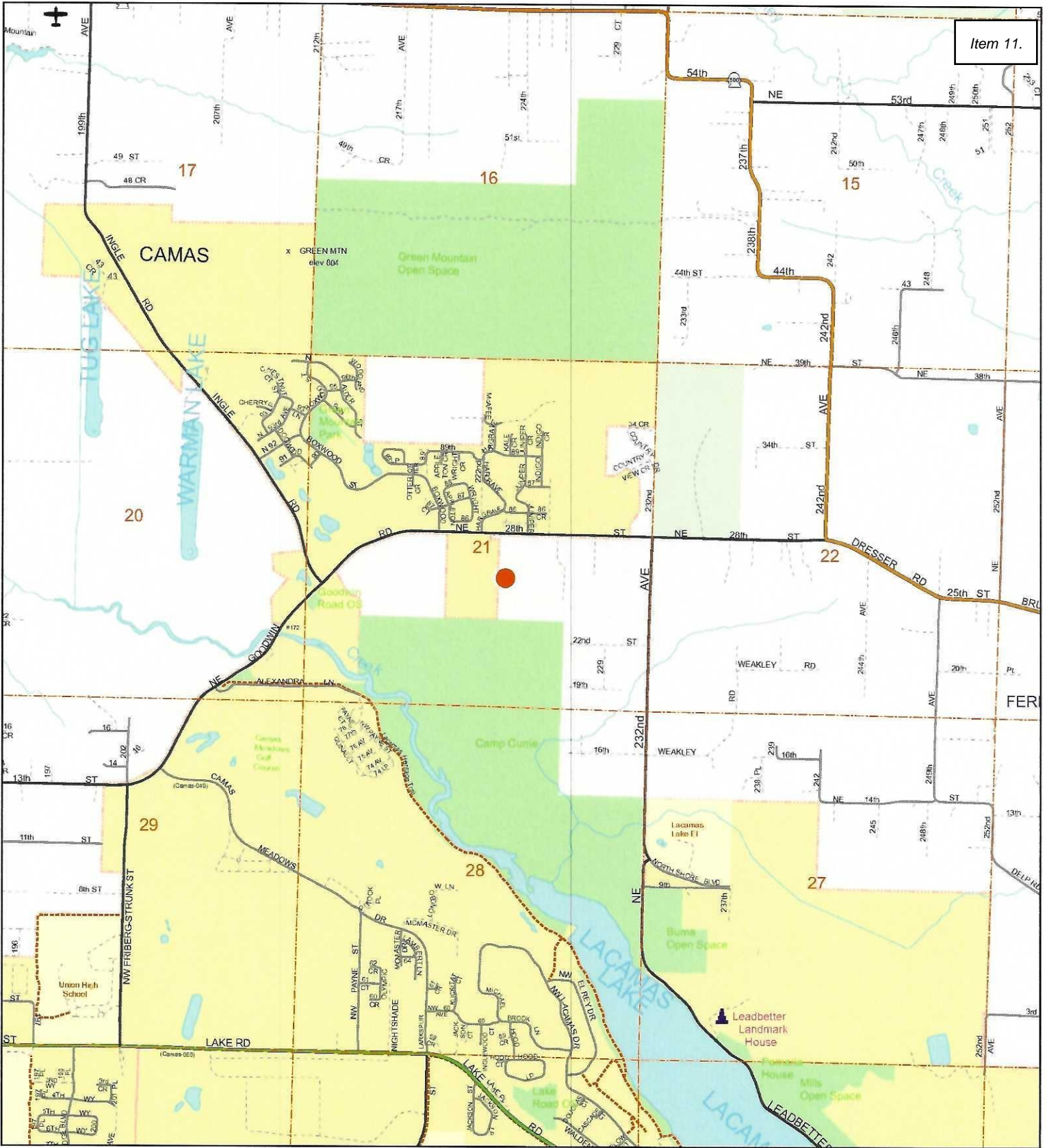
PDF # 271041

Printed: August 24, 2021

Expires: August 24, 2022

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General Location

Printed on: August 24, 2021

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

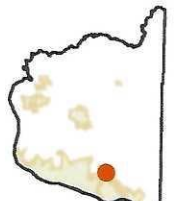
 Location of Subject Property(s)



Geographic Information System



Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



Property Information Fact Sheet

Item 11.

Mailing Information:

Account No.: 173181000, 173198000, 173172000, 174412000
Owner: JOHNSON GLEN C & JOHNSON THERESA M
Address: 22307 NE 28TH ST
C/S/Z: CAMAS, WA 98607

Assessed Parcel Size: 19.18 Ac

Property Type: Multiple Property Types

PARCEL LOCATION FINDINGS:

Quarter Section(s): SE 1/4,S21,T2N,R3E

Municipal Jurisdiction: Clark County

Urban Growth Area: Camas

Zoning: R-12

Zoning Overlay: Urban Holding - 10 (UH-10)

Comprehensive Plan Designation: UM

Columbia River Gorge NSA: No Mapping Indicators

Late-Comer Area: No Mapping Indicators

Trans. Impact Fee Area: Rural

Park Impact Fee District: No Mapping Indicators

Neighborhood Association: No Mapping Indicators

School District: Camas

Elementary School: Lacamas Lake

Junior High School: Liberty

Senior High School: Camas

Fire District: East County Fire and Rescue

Sewer District: Rural/Resource

Water District: Camas

Wildfire Danger Area: No Mapping Indicators

ENVIRONMENTAL CONSTRAINTS:

Soil Type(s): LeB, 100.0% of parcel

Hydric Soils: Non-Hydric, 100.0% of parcel

Flood Zone Designation: Outside Flood Area

CARA: Category 2 Recharge Areas

Forest Moratorium Area: No Mapping Indicators

Liquefaction Susceptibility: Very Low

NEHRP: C

Slope: 0 - 5 percent, 72.1% of parcel

5 - 10 percent, 27.9%

Landslide Hazards: No Mapping Indicators

Slope Stability: No Mapping Indicators

Habitat and Species Resources:

Habitat and Species Impacts: No Mapping Indicators

Cultural Resources:

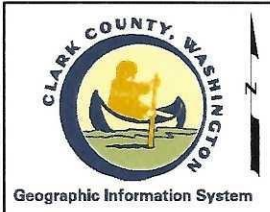
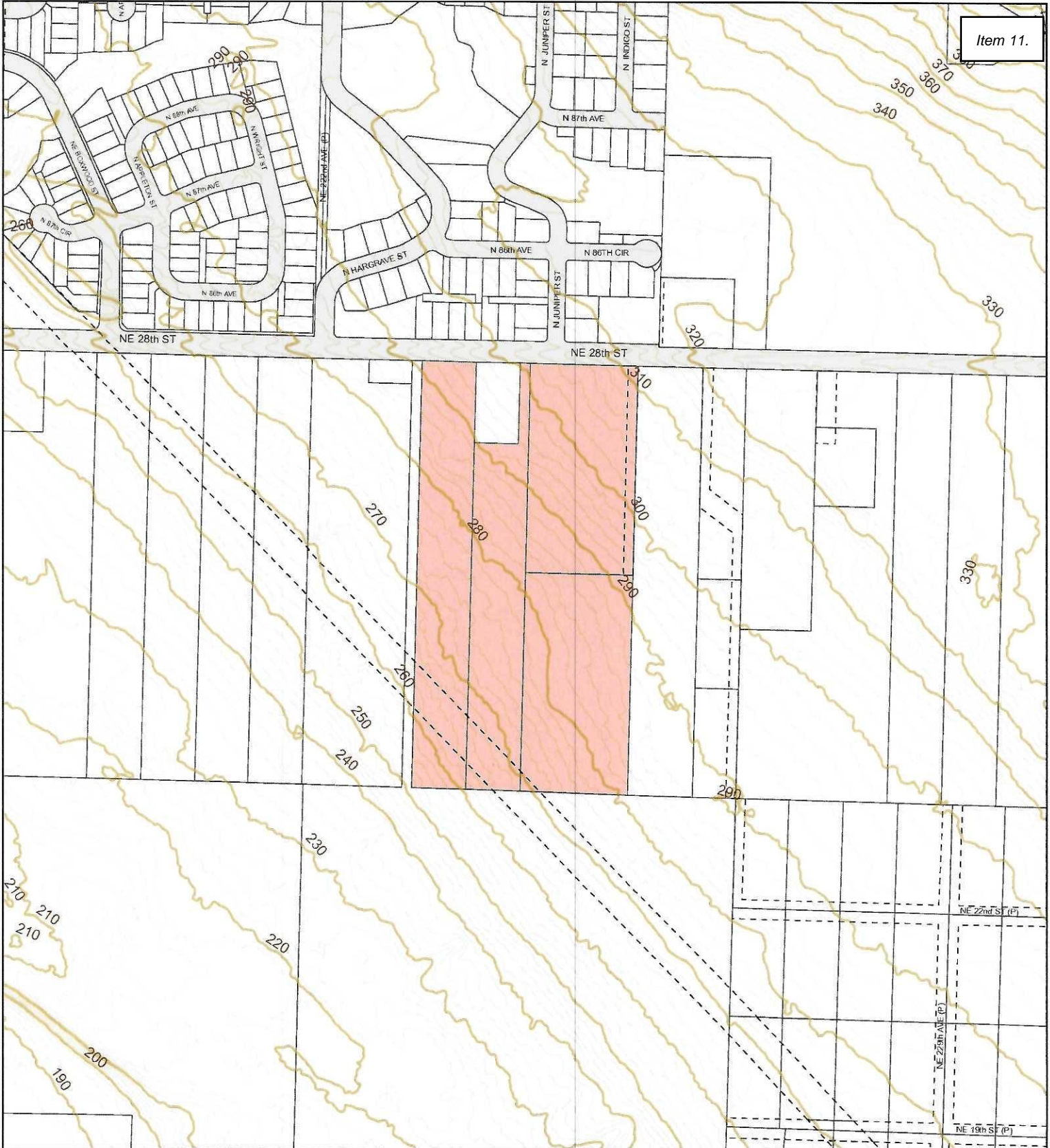
Archeological Predictive: High, 87.1% of parcel

Moderate-High, 12.9%

Archeological Site Buffers: Mapping Indicators Found

Historic Sites: No Mapping Indicators

Item 11.



0 200 400 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

Elevation Contours

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- 10' Elevation Contours
- 2' Elevation Contours

Printed on: August 24, 2021

| | | |
|-------|-------|-------|
| 23117 | 23116 | 23115 |
| 23120 | | 23122 |
| 23123 | 23128 | 23127 |



2020 Aerial Photography

Account: 173181000, 173198000, 173172000, 174412000
Owner: JOHNSON GLEN C & JOHNSON THERESA M
Address: 22307 NE 28TH ST
C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021



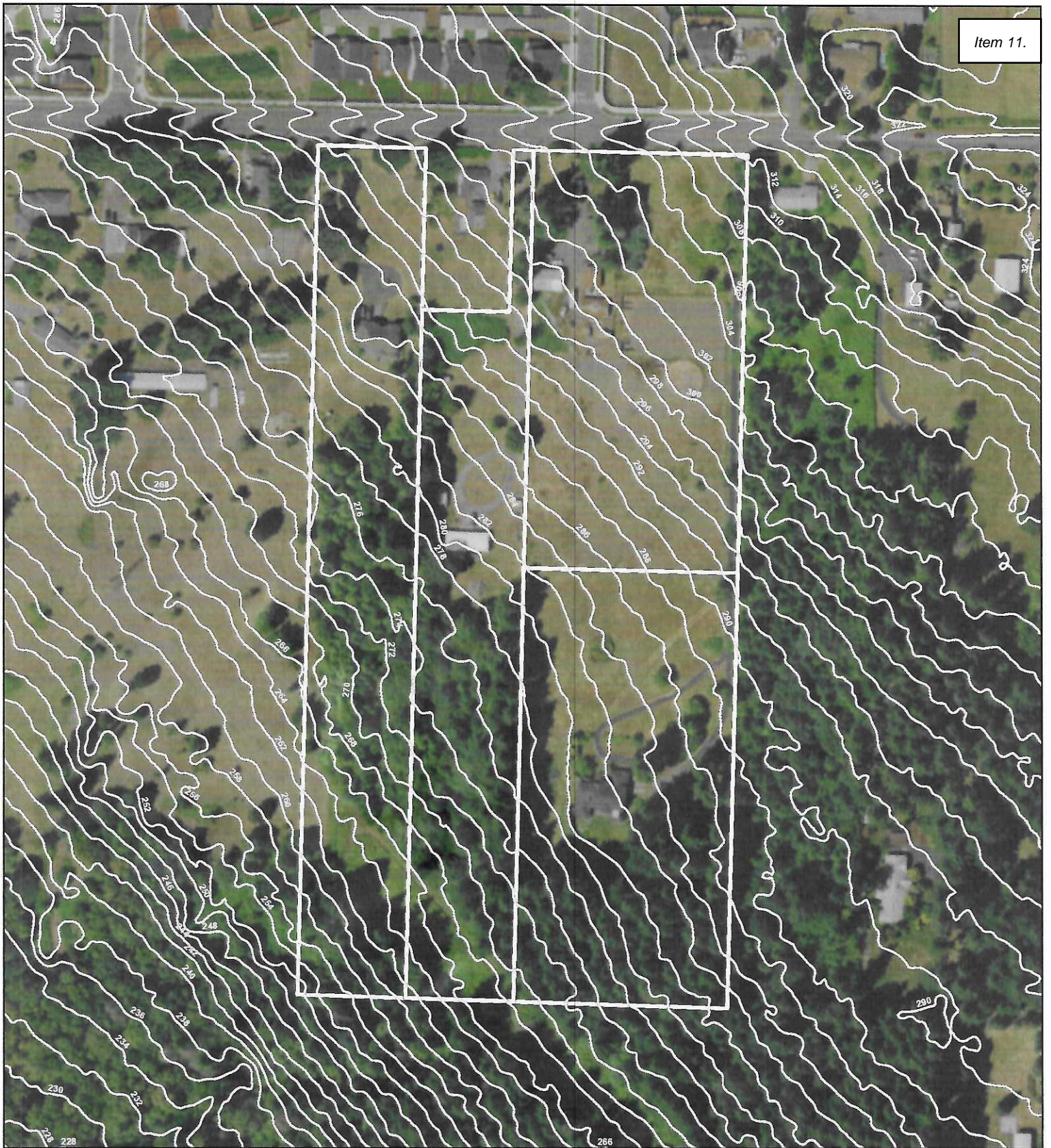
Geographic Information System

0 200 400 Feet

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|| Subject Property(s)

| | | |
|-------|-------|-------|
| 23117 | 23116 | 23115 |
| 23120 | | 23122 |
| 23123 | 23128 | 23127 |



2020 Aerial Photography with Elevation Contours

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021



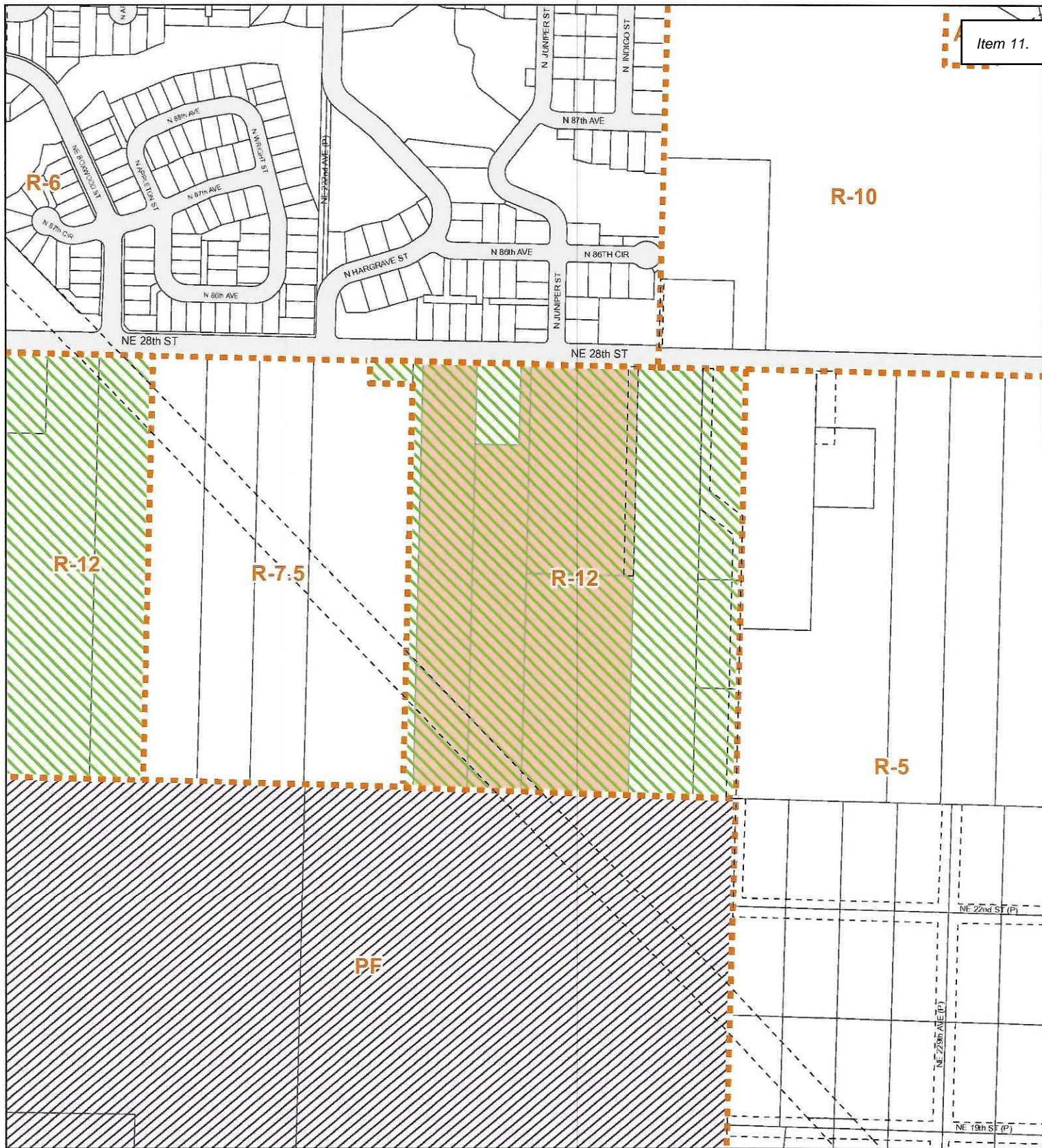
Geographic Information System



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- 2' Elevation Contours
- Subject Property(s)

| | | |
|-------|-------|-------|
| 23117 | 23116 | 23115 |
| 23120 | 23121 | 23122 |
| 23123 | 23126 | 23127 |



Zoning Designations

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

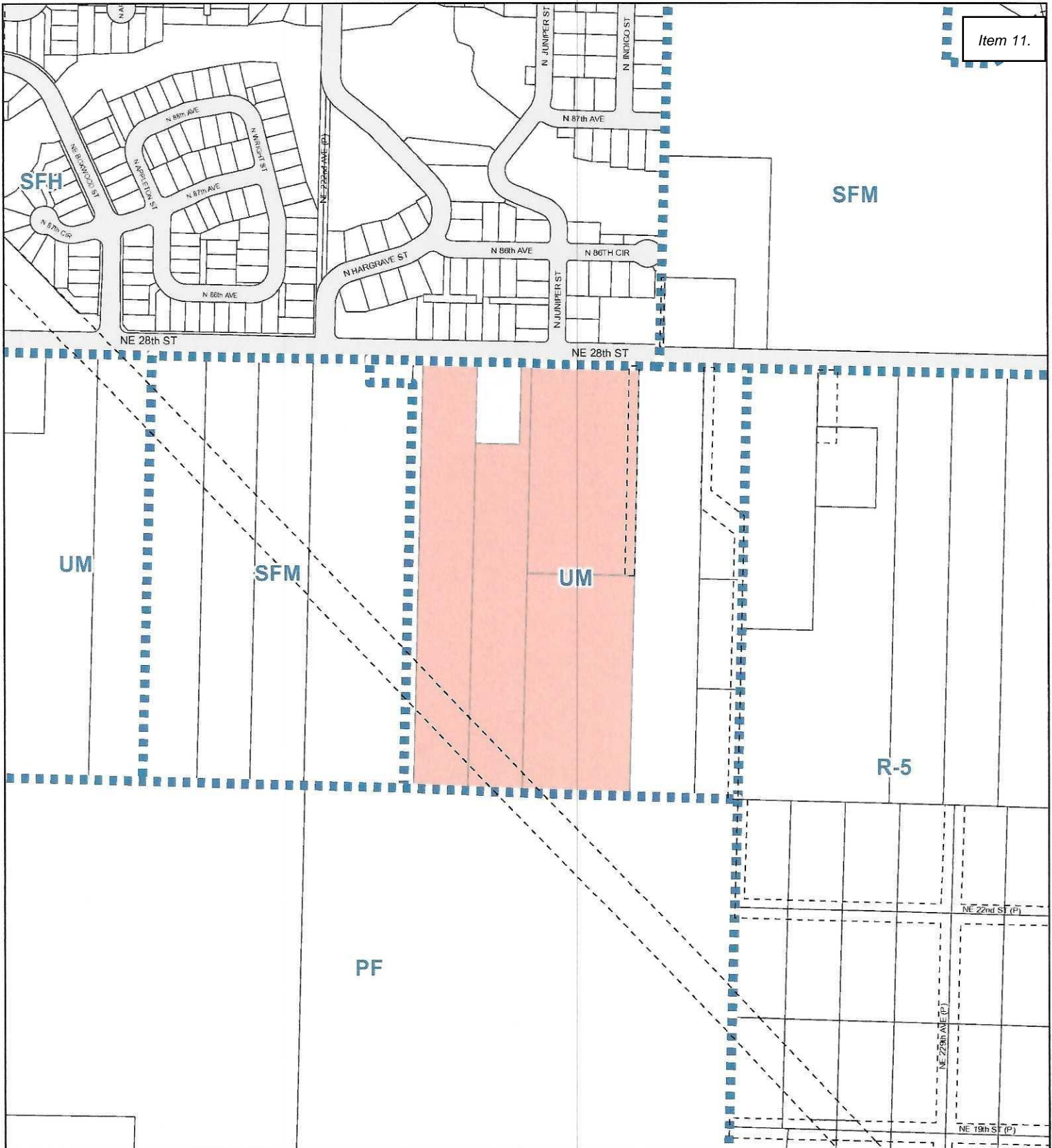
Printed on: August 24, 2021

CLARK COUNTY, WASHINGTON
 Geographic Information System
 0 200 400 Feet

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Zoning Boundary
- Urban Holding - 10 (UH-10)
- Urban Holding - 20 (UH-20)
- Urban Holding - 40 (UH-40)
- Surface Mining Overlay District

| | | |
|-------|-------|-------|
| 23117 | 23116 | 23115 |
| 23120 | | 23122 |
| 23129 | 23128 | 23127 |

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



Comprehensive Plan Designations

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021

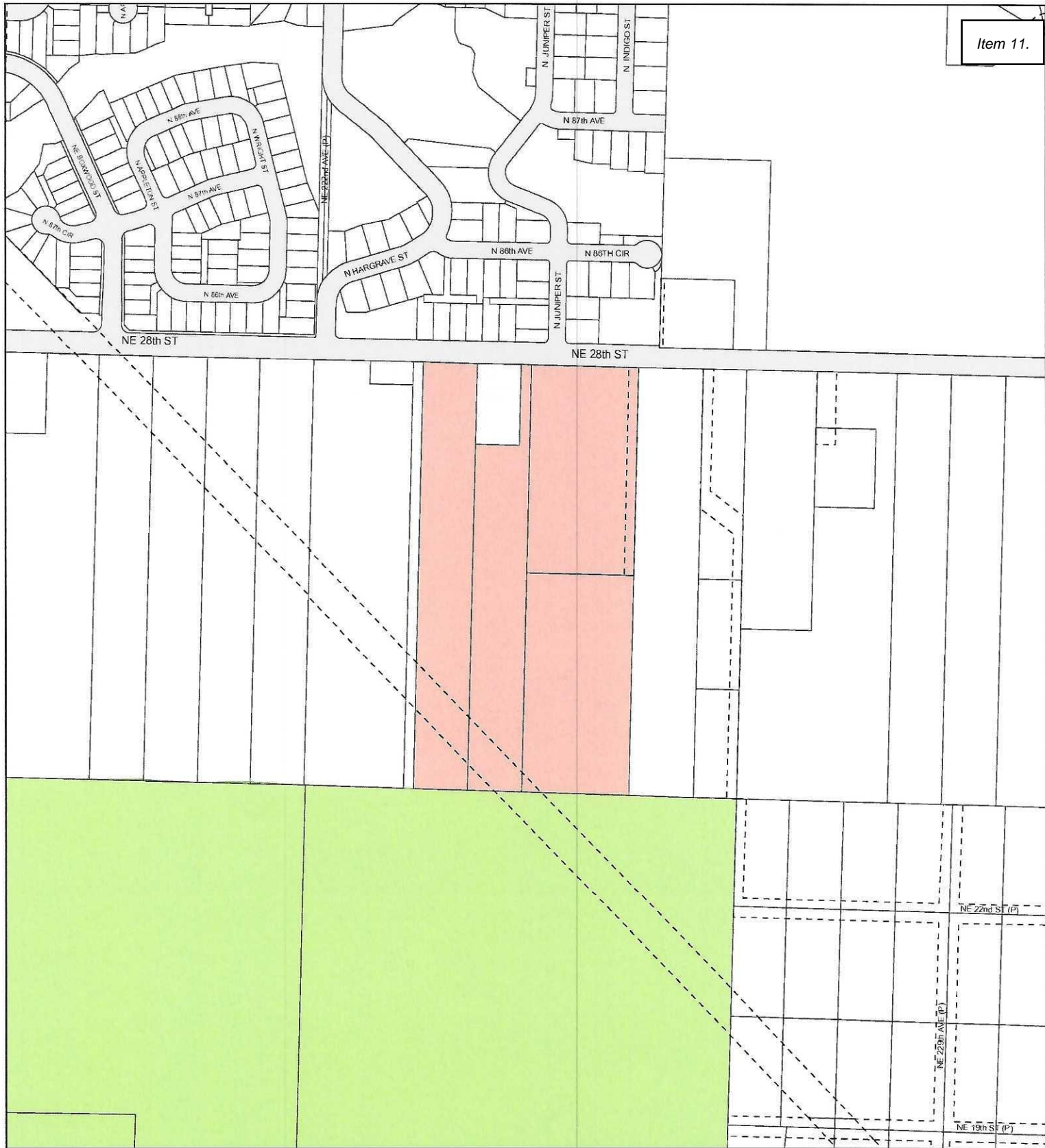


Geographic Information System
 0 200 400 Feet

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Comprehensive Plan Boundary
- Urban Reserve
- Industrial Reserve
- Railroad Industrial Reserve
- Mining
- Rural Center Mixed Use
- Columbia River Gorge Scenic Area

| | | |
|-------|-------|-------|
| 23117 | 23116 | 23115 |
| 23120 | | 23122 |
| 23123 | 23126 | 23127 |

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Arterials, C-Tran Bus Routes, Parks & Trails

Printed on: August 24, 2021

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

- Subject Property(s)
- C-Tran Route
- Rural Minor Collector
- Public Road
- Principal Arterial
- State Route
- Transportation or Major Utility Easement
- Minor Arterial
- Other
- Parks
- Collector
- Proposed Arterial
- Trail
- Rural Major Collector
- Scenic Highway

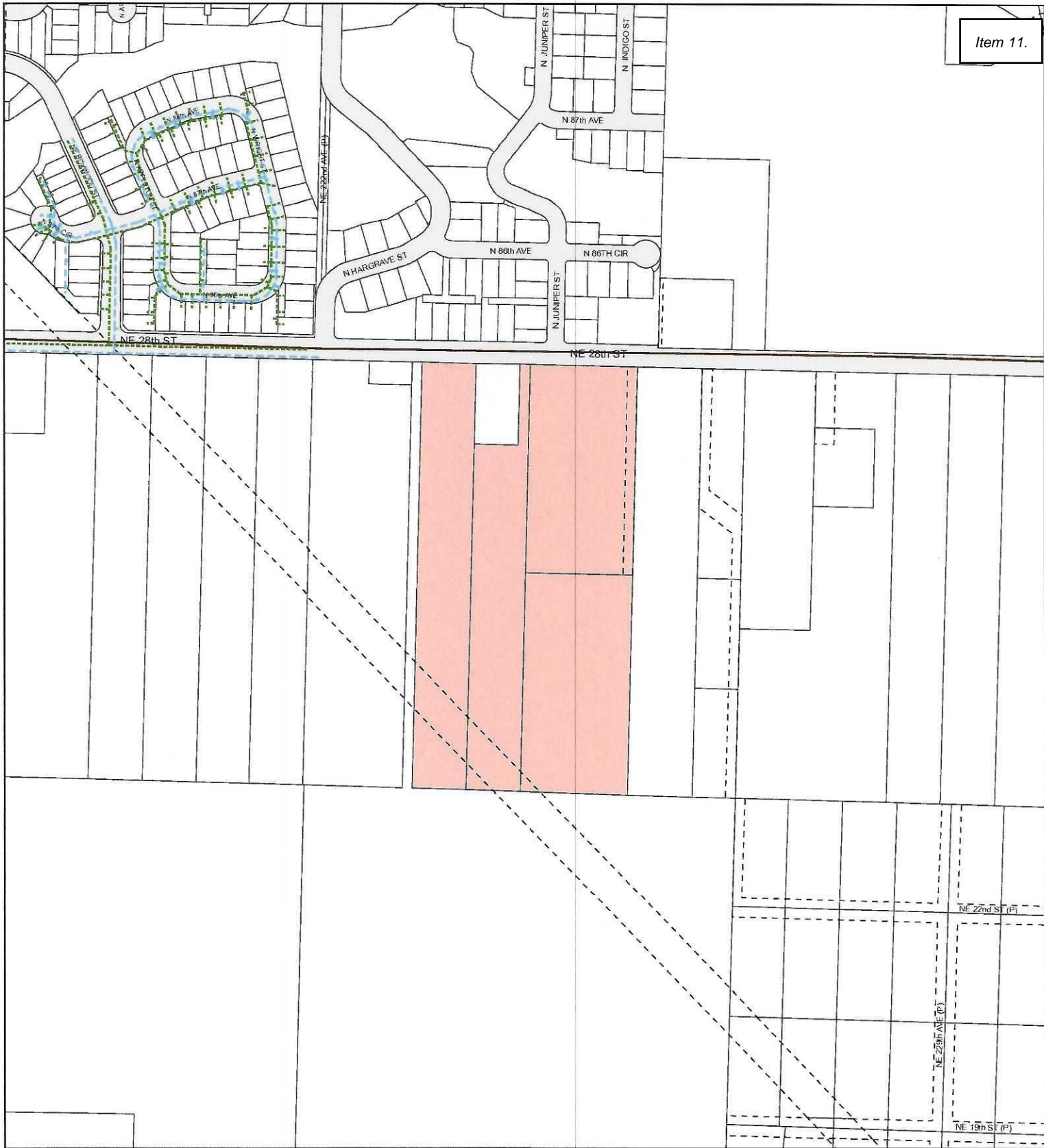
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| 23117 | 23116 | 23115 |
| 23120 | 23119 | 23122 |
| 23123 | 23125 | 23127 |



Geographic Information System

0 200 400 Feet

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Geographic Information System



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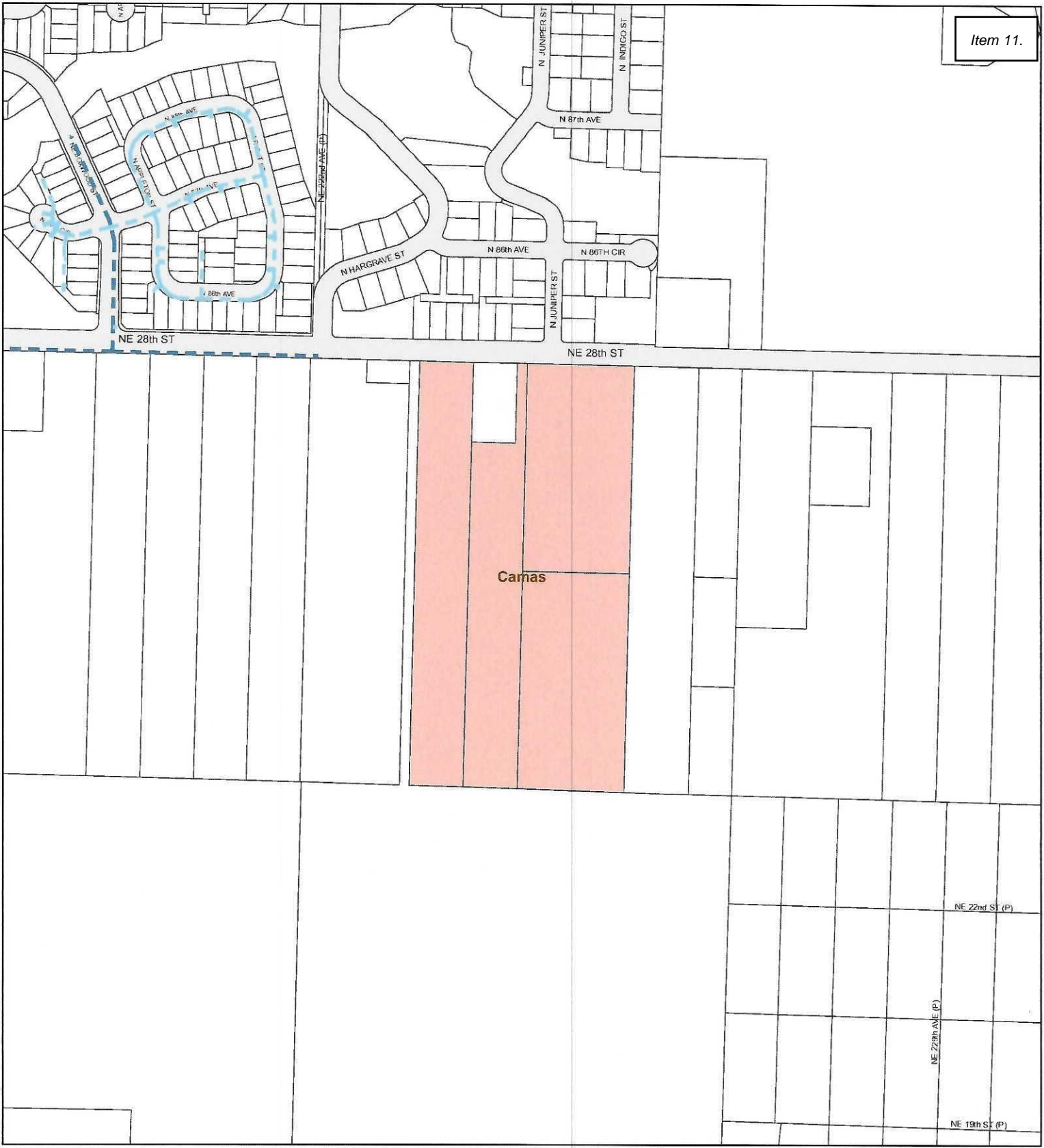
Water, Sewer, and Storm Systems

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- 1-Year Wellhead ZOC
- 5-Year Wellhead ZOC
- 10-Year Wellhead ZOC
- Water Lines
- Sewer Lines
- Storm Water Lines
- Hydrants

Printed on: August 24, 2021

| | | |
|-------|-------|-------|
| 23117 | 23116 | 23115 |
| 23120 | | 23122 |
| 23123 | 23123 | 23127 |



Water Systems

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021



Geographic Information System
 0 200 400 Feet

- Subject Parcel
- Public Road
- Water District Boundary
- Unknown Size Water Line
- < 10" Water Line
- 10-20" Water Line
- > 20" Water Line
- No Flow Data Hydrant
- 0 - 499 GPM at 20 PSI
- 500 - 999 GPM at 20 PSI
- > 1000 - 1749 GPM at 20 PSI
- > 1750 GPM at 20 PSI
- Hydrant > 500' from parcel(s)

| | | |
|-------|-------|-------|
| 23117 | 23116 | 23115 |
| 23120 | | 23122 |
| 23123 | 23128 | 23127 |

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Hydrant Fire Flow Details

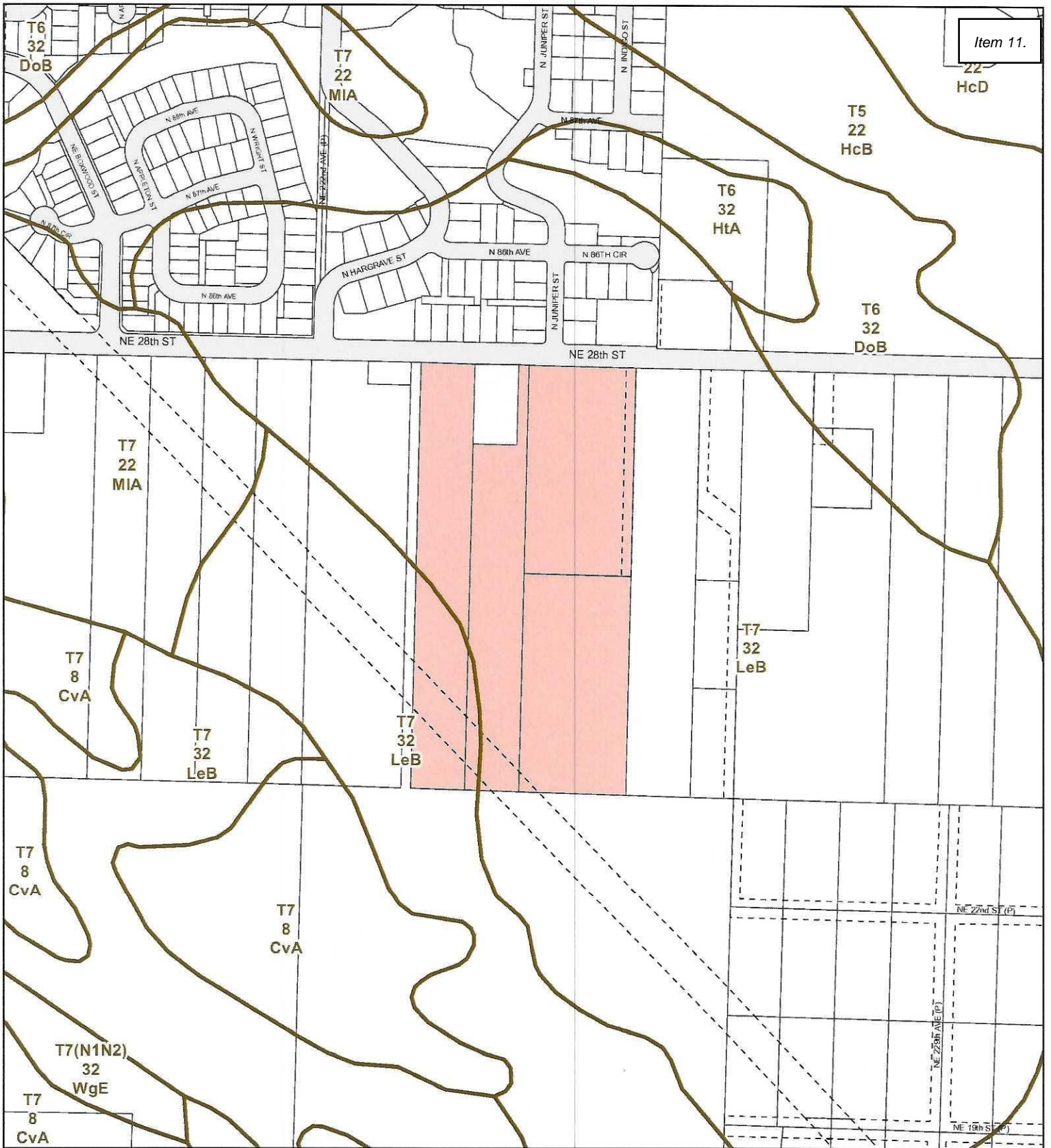
Item 11.

Account No.: 173181000, 173198000, 173172000, 174412000
Owner: JOHNSON GLEN C & JOHNSON THERESA M
Address: 22307 NE 28TH ST
C/S/Z: CAMAS, WA 98607

| Water District(s) | Hydrant Data Update | Project Site Provider |
|-------------------|---------------------|-----------------------|
| Camas | March 17, 2021 | Service Provider |

HYDRANT INFORMATION:

No hydrants found.



Soil Types

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Soil Type Boundary

Printed on: August 24, 2021

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|-------|---------------|-------|
| 23117 | 23116 | 23115 |
| 23120 | [Hatched Box] | 23122 |
| 23129 | 23128 | 23127 |



Geographic Information System



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Environmental Constraints I

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Hydric Soils
- Wetland Inventory
- CARA Category 1
- Riparian Habitat or Species Area
- Non-Riparian Habitat or Species Area
- 100 year Floodplains
- Floodway
- Shorelines
- Stream

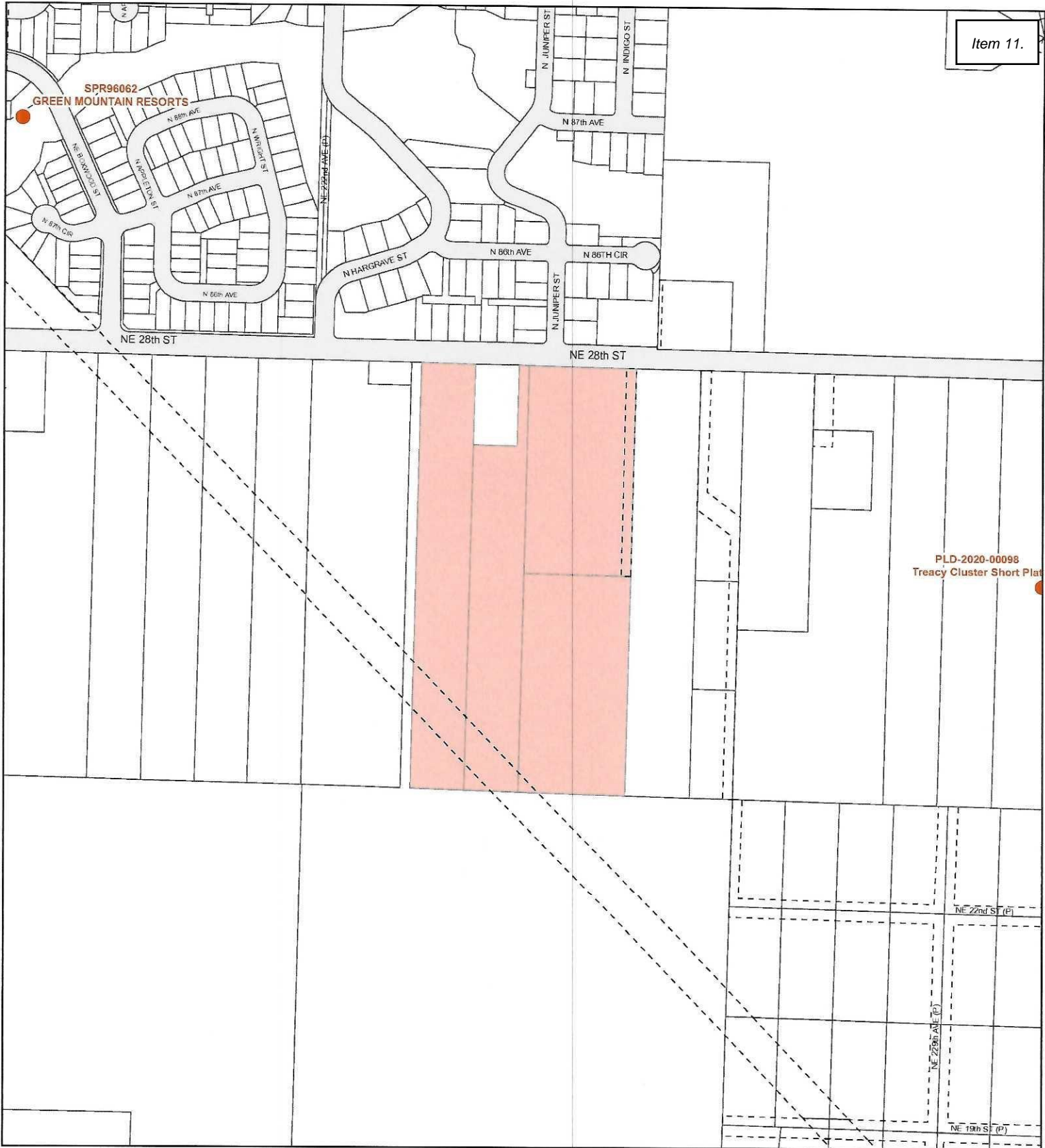
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CLARK COUNTY, WASHINGTON
 Geographic Information System

0 200 400 Feet

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| | | |
|-------|-------|-------|
| 23117 | 23116 | 23115 |
| 23120 | | 23122 |
| 23123 | 23125 | 23127 |



PLD-2020-00098
Treacy Cluster Short Plat

Adjacent Development

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Adjacent Development

Printed on: August 24, 2021

Geographic Information System

0 200 400 Feet

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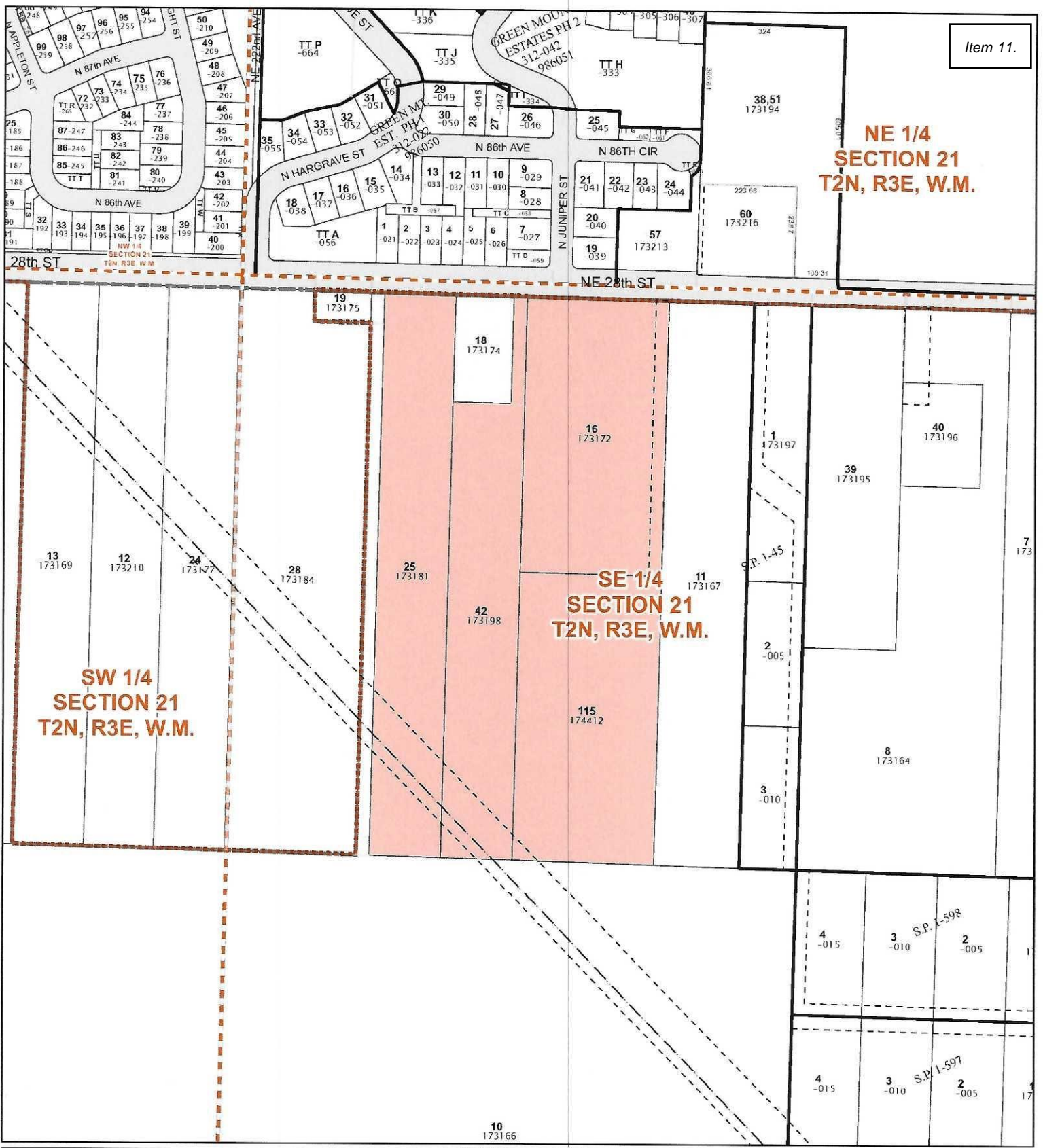
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| 23117 | 23116 | 23115 |
| 23120 | | 23122 |
| 23129 | 23128 | 23127 |

Item 11.

NE 1/4 SECTION 21 T2N, R3E, W.M.

SE-1/4 SECTION 21 T2N, R3E, W.M.

SW 1/4 SECTION 21 T2N, R3E, W.M.



Geographic Information System

0 150 300 Feet

Quarter Section Parcels

Account: 173181000, 173198000, 173172000, 174412000
 Owner: JOHNSON GLEN C & JOHNSON THERESA M
 Address: 22307 NE 28TH ST
 C/S/Z: CAMAS, WA 98607

Printed on: August 24, 2021

- Subdivision Lines
- Donation Land Claim
- Section Quarters
- City Boundaries
- Subject Property(s)
- Road Right of Way - Actual Road May not Exist
- Transportation or Major Utility Easement

| | | |
|-------|-------|-------|
| 23117 | 23116 | 23115 |
| 23121 | 23120 | 23122 |
| 23129 | 23128 | 23127 |

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Staff Report

October 18, 2021 Council Regular Meeting

Transportation System Plan Update

Presenter: James Carothers, Engineering Manager

Time Estimate: 10 Minutes

| Phone | Email |
|--------------|---------------------------|
| 360.817.7230 | jcarothers@cityofcamas.us |

BACKGROUND: Staff and the consultant, DKS Associates, were working on the Transportation System Plan in 2019 prior to the Covid pandemic. As this plan is a general fund project, progress was put on hold in 2020. Most recently, staff has slowed the progress on remaining tasks in order to gather public comments on this plan. Comments have been limited to this point. There is a website public survey in progress.

SUMMARY: This plan is aimed to provide the following major outcomes:

- Transportation Impact Fee (TIF) Update.
- 20-year list and costs for capital transportation projects, including multi-modal travel.
- Consider potential changes to;
 - Level of Service standards for motorized vehicular traffic.
 - Street section design standards, including landscaping, bicycle and pedestrian areas for major streets.
- Discuss the potential of a Complete Streets ordinance adoption.

To date, work has been completed on identifying existing conditions, future capacity needs based on projected growth, and vehicular, bicyclist and pedestrian facilities needs on major roadways. Staff will be seeking Council’s involvement and eventual adoption of the items listed above. Staff will provide a more detailed presentation at the October 18 Council meeting.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

Update the transportation Capital Improvements Plan list of projects and the TIF.

What’s the data? What does the data tell us?

It has been nine years since the long-range transportation needs have been reviewed and addressed in the City’s plans.

How have communities been engaged? Are there opportunities to expand engagement?

On-line comments have been solicited and a survey is in progress for rolling out to the public.

Who will benefit from, or be burdened by this agenda item?

All transportation users of all modes will be benefited. Those who will add new trips to the system will be charged TIF at the time of seeking building permits.

What are the strategies to mitigate any unintended consequences?

Council will consider the rate to charge on the TIF prior to adoption. Staff seeks all potential grant and loan funding sources for projects related to transportation.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

This plan considers all modes of travel for all users. The plan itself and any projects arising from the study have no differential impact.

Will this agenda item improve ADA accessibilities for people with disabilities?

The plan will address projects that will improve ADA accessibility.

What potential hurdles exists in implementing this proposal (include both operational and political)?

There are no known hurdles in implementing this plan. There may be a challenge in funding projects that result from the plan.

How will you ensure accountabilities, communicate, and evaluate results?

Council and the public will be engaged in upcoming steps to implement the plan.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

T-1: Streets will function for all users including bicyclists, pedestrians, transit users, and motorists.

T-6: Transportation planning will achieve the efficient use of transportation infrastructure, increase its person-carrying capacity, and accommodate and facilitate future growth consistent with land use objectives.

T-8.2: Ensure that the transportation impact fee program responds to land use changes, so that connectivity occurs and new development pays its proportionate share of needed capacity.

BUDGET IMPACT: The completion of this plan is funded in the 2021 budget.

RECOMMENDATION: This presentation is informational purposes only.

Camas Transportation System Plan (TSP) Update



TSP Objectives

- Identify transportation wants and needs (20-year window)
- Involve stakeholders / collect input
 - On-line Survey in process
- Combine current studies with additional comprehensive perspectives



TSP Features

- Transportation Impact Fee (TIF) Update to address growth
- TSP projects are tied to a larger vision
 - What do we want Camas to look like in 20 years?
 - How do we want our transportation system to operate?
 - How do we want to implement multiple modes of transportation?
 - How will multi-modal considerations refine our streetscape standards?
 - How does our system integrate with our neighbors' systems?



TSP Elements

- Review concurrency standards for roads
- Update TIF
- Integrate consideration of multi-modal transportation needs
 - Fill in gaps on major routes
- Provide overview of Citywide comprehensive projects
- Evaluate potential adoption of Complete Streets ordinance



TSP Progress

- TSP Committee has been formed and has met
- Includes stakeholders inside and outside the City
- Evaluation of existing data underway
- Committee to meet again soon



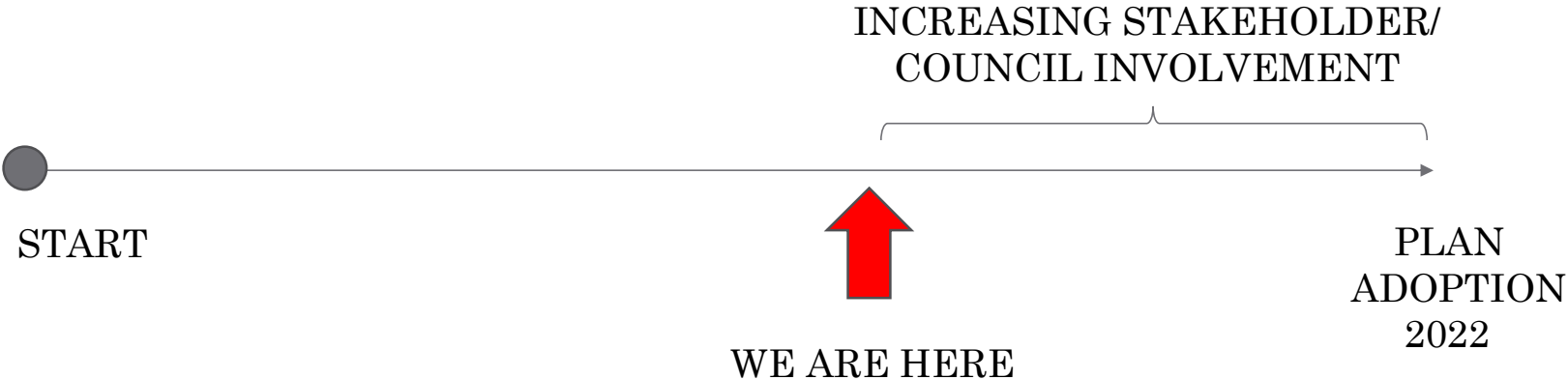
Council Involvement

- Consider concurrency standards update for roads
- TIF decisions
- Multi-modal transportation / streetscape considerations
- Approve updated Citywide transportation projects
- Consider Complete Streets ordinance



Timeline

- Expecting updated TIF draft soon
- Consider Public/Stakeholder Input for Project List Priorities
- Other elements and Plan Adoption



Questions?

