



## **CITY COUNCIL REGULAR MEETING AGENDA**

**Monday, June 15, 2015, 7:00 PM**

**City Municipal Center, 616 NE 4th Avenue**

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

### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE**

### **III. ROLL CALL**

### **IV. PUBLIC COMMENTS**

### **V. CONSENT AGENDA**






- A. Approve the minutes of the June 1, 2015 Camas City Council Meeting and the Workshop minutes of June 1, 2015.

 [June 1, 2015 Council Workshop Meeting Minutes - Draft](#)

[June 1, 2015 Council Regular Meeting Minutes - Draft](#)

- B. Approve claim checks as approved by the Finance Committee.
- C. Approve the write-off of three unpaid final utility bills in the amount of \$579.52. This amount represents unpaid water, sewer, garbage, recycling and storm water charges. (Submitted by Pam O'Brien)
- D. Approve the write-off of five closed utility accounts in the amount of \$749.60. (Submitted by Pam O'Brien)
- E. Authorize the write-off of the April 2015 Emergency Medical Services (EMS) billings in the amount of \$52,172.82 and the May 2015 billings in the amount of \$68,150.27. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- F. Authorize Pay Estimate No. 1 to AAA Septic Service for Project WS-748 2015 STEP/STEF Tank Pumping in the amount of \$7,068.43 for work through May 31, 2015. This project provides for on-going pumping of STEP & STEF tanks throughout Camas and is funded by the Water/Sewer Fund. (Submitted by James Carothers)

 [Tank Pumping Pay Estimate 1](#)

- G. Authorize the Mayor to sign a Memorandum of Understanding with the International Association of Fire Fighters (IAFF) Local 2444 that will allow for the temporary appointment of the training captain to the Administrative Battalion Chief position. (Submitted by Nick Swinhart)
-  [Administrative Battalion Chief Appointment Memorandum of Understanding](#)
- H. Authorize the Mayor to sign Consultant Contract Agreement Amendment No. 1 with CH2M Hill for construction services and required additional design phase services for Project WS-709C Slow Sand Filter and for design and construction services for both treated and raw water pipelines and the bidding package for the Camp Currie Well in an amount not to exceed \$786,113, bringing the total contract amount to \$1,534,024. (Submitted by James Carothers)
-  [CH2M-Hill Contract Amendment 1](#)
- I. Authorize the Mayor to sign a pipeline license for installation of the sewer main across Burlington Northern Santa Fe (BNSF) property North of SE 6th and Polk for Project WS-714 Camas STEP Sewer Transmission Main with BNSF Railroad Company in the amount of \$12,525. (Submitted by James Carothers)
-  [Pipeline License](#)
- J. Authorize the Mayor to sign the Consultant Services Agreement for final design of Project P-890 Cooper's View Park to Otak, Incorporated in the amount of \$53,244.00. (Submitted by James Carothers)
-  [Cooper's View Park Consultant Contract](#)
- K. Authorize Pay Estimate No. 11 (Final) to McDonald Excavating, Incorporated for Project S-566 NW Friberg/Strunk and Goodwin Road Improvements in the amount of \$36,875.90 for work through May 31, 2015, and accept project as complete. (Submitted by James Carothers)
-  [Friberg Pay Estimate 11 Final](#)

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

## **VI. NON-AGENDA ITEMS**

- A. Staff
- B. Council

## **VII. MAYOR**

- A. Announcements

## VIII. MEETING ITEMS

- A. Lofts at Camas Meadows Development Agreement  
Details: Public Hearing for consideration of a development agreement.  
Presenter: Phil Bourquin, Community Development Director  
Recommended Action: Staff recommends that Council conducts a public hearing, deliberates and moves to approve the Camas Meadows Development Agreement and directs the City Attorney to prepare an ordinance for Council's consideration at the July 6, 2015 Regular Meeting.

 [Draft Lofts at Camas Meadows Development Agreement](#)

[Exhibit A-Legal Description](#)

[Exhibit B-Long Drive Agreement](#)

[Exhibit C-First Amended Agreement](#)

[Exhibit D-Pedwar Master Plan](#)

[Exhibit E-Vanport Master Plan](#)

[Exhibit F-Lofts at Camas Meadows Master Plan](#)

[Exhibit G- Revised Development Standards](#)

[Exhibit H - Type A Landscape Buffer](#)

[Design Review Committee Recommendation](#)

- B. Resolution No. 15-003 Adopting the Six Year Transportation Improvement Program for Years 2016 through 2021  
Details: This resolution adopts the six year street plan for years 2016-2021 in accordance with Revised Code of Washington (RCW) 35.77.010. Revisions to the list and map have been made as directed by vote of Council at the June 1, 2015 Public Hearing.  
Presenter: James Carothers, Engineering Manager  
Recommended Action: Staff recommends Council move to adopt Resolution No. 15-003.

 [6 Year Street Plan Resolution](#)

[6 Year Street Plan List](#)

[6 Year Street Plan Map](#)



[6 Year Street Plan Appendices](#)

- C. Resolution No. 15-005 Adopting Downtown Parking Time Limit Revisions  
Details: Resolution No. 15-005 adopts parking time limit changes on NE Cedar Street and NE Birch Street as recommended by the Parking Advisory Committee.  
Presenter: James Carothers, Engineering Manager  
Recommended Action: Staff recommends Council move to adopt Resolution No. 15-005.

 [Parking Changes Resolution](#)

[Parking Changes Map](#)

[Parking Changes Memo dated May, 26, 2015](#)

- D. Resolution No. 15-009 Adopting the Clark County Comprehensive Solid Waste Management Plan  
Details: The City has delegated responsibility for completing a Solid Waste Management Plan to Clark County. The plan has recently been updated and recommended by the Solid Waste Advisory Commission. This resolution adopts the updated Clark County Comprehensive Solid Waste Management Plan.  
Presenter: Steve Wall, Public Works Director  
Recommended Action: Staff recommends Council move to adopt Resolution No. 15-009.  
 [Resolution No. 15-009](#)
- E. Resolution No. 15-008 Amending the City of Camas Fee Schedule as Adopted by Resolution No. 15-001  
Details: This resolution amends the City of Camas Fee Schedule to revise the Cemetery fees to pass through engraving costs from the vendor to the customer, to change fireworks stand fees to align with state law, and to modify fee descriptions for some of the Fire Marshal fees for clarity.  
Presenter: Cathy Huber Nickerson, Finance Director  
Recommended Action: Staff recommends Council move to adopt Resolution No. 15-008.  
 [Resolution 15-008 Amending the City of Camas Fee Schedule](#)  
[2015 Fee Schedule - updated June 15, 2015](#)

## **IX. PUBLIC COMMENTS**

## **X. ADJOURNMENT**

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





## **CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**

**Monday, June 1, 2015, 4:30 PM**

**City Municipal Center, 616 NE 4th Avenue**

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### **I. CALL TO ORDER**

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

### **II. ROLL CALL**

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

Staff: Jerry Acheson, Sam Adams, Kristin Berquist, Pete Capell, James Carothers, James Hodges, Cathy Huber Nickerson, Mitch Lackey, Leona Langlois, Robert Maul, Ron Schumacher, Steve Wall, and Eliezza Soriano (student intern)

Press: Heather Acheson, Camas-Washougal Post-Record

### **III. PUBLIC COMMENTS**

There were no comments from the public.

### **IV. WORKSHOP TOPICS**

#### **A. Adoption of the Clark County Solid Waste Management Plan**

Details: The City entered into an Interlocal Agreement with Clark County in early 2015 to have Clark County continue providing regional management and disposal of solid waste generated within the County. As part of the County's regional responsibilities, the County is preparing to submit the final updated Solid Waste Management Plan to the Department of Ecology. Each City is required to approve and adopt the plan prior to the County's final submission to the Department of Ecology. The attached draft resolution has been prepared by the County as an example of what they are asking the cities within the County to use to approve the updated plan.

Presenter: Steve Wall, Public Works Director

 [Solid Waste Management Plan Resolution](#)


The City Attorney will finalize the resolution which will be placed on the June 15, 2015 Regular Meeting Agenda for Council's consideration.

- B. Burlington Northern Santa Fe (BNSF) Pipeline License Agreement  
Details: The Camas STEP Sewer Transmission Main Project WS-714 includes sewer main installation under the BNSF railroad tracks at SE Polk Street. The City previously received a license to install the casing for this crossing and an additional license in the amount of \$10,800 is required to install the main line through the casing. Staff also recommends purchasing BNSF's Blanket Policy, as described on pages 6 and 7 of the License Agreement, for an additional \$1,725.  
Presenter: James Carothers, Engineering Manager

 [BNSF Pipeline License Agreement](#)

This agreement will be placed on the June 15, 2015 Consent Agenda for Council's consideration.

- C. Camas Surface Water Improvements Consultant Contract Amendment  
Details: This contract amendment with CH2M HILL provides for Project WS-709C Slow Sand Filter Project construction engineering services and also design support completed that was not in the original scope of work. Additional consultant work will include both treated and raw water pipe line design and completion of bidding documents for the Camp Currie Well. The contract amendment cost is \$786,113, bringing the total contract amount to \$1,534,024. Attached are the contract amendment, an updated memorandum from staff and the staff memorandum to Council from April 1, 2015.  
Presenter: James Carothers, Engineering Manager

 [Water Treatment Contract Amendment 1](#)  
[Water Treatment Memo 5-26-15](#)  
[Water Treatment Memo from 4-1-15](#)

This contract amendment will be placed on the June 15, 2015 Consent Agenda for Council's consideration.

- D. Downtown Parking Changes  
Details: The Downtown Parking Advisory Committee meeting was held on May 12, 2015. Several parking change requests were presented. The committee voted to recommend to Council the changes outlined in the attached memorandum. These changes are also depicted on the attached map.  
Presenter: James Carothers, Engineering Manager

 [Parking Advisory Recommendations Memo](#)  
[Parking Advisory Recommendations Map](#)

The City Attorney will prepare a resolution which will be placed on the June 15, 2015 Regular Meeting Agenda for Council's consideration.

- E. NW 6th and Norwood Intersection Improvements  
Details: An open house was held on Thursday, May 28, 2015, with the presentation of a proposed roundabout at the intersection of NW 6th Avenue and NW Norwood Street. Staff discussed some of the details from this open house and solicited comments and recommendations from Council.  
Presenter: James Carothers, Engineering Manager

 [Open House Summary](#)

Council's determination as a body was to proceed with the roundabout.

- F. Public Works Miscellaneous and Updates  
Details: This is a placeholder for miscellaneous or emergent items.  
Presenter: Steve Wall, Public Works Director

Wall said that he would hold the updates until future meetings. He does have a number of updates that will be brought forward in smaller segments at later times.

- G. Lofts at Camas Meadows Development Agreement  
Details: Schedule a hearing date of June 15, 2015 for consideration of a development agreement.  
Presenter: Robert Maul, Planning Manager

 [Draft Lofts at Camas Meadows Development Agreement](#)

[Exhibit A-Legal Description](#)

[Exhibit B-Long Drive Agreement](#)

[Exhibit C-First Amended Agreement](#)

[Exhibit D-Pedwar Master Plan](#)

[Exhibit E-Vanport Master Plan](#)

[Exhibit F-Lofts at CM Master Plan](#)

[Exhibit G- Revised Development Standards](#)

[Exhibit H - Type A Landscape Buffer](#)

Council directed staff to schedule a public hearing for the June 15, 2015 Council Meeting on this matter.

- H. Community Development Miscellaneous and Updates  
Details: This is a placeholder for miscellaneous or emergent items.  
Presenter: Robert Maul, Planning Manager

Maul stated that the Green Mountain Planned Residential Development (PRD) public hearing was held on the 12th of May. There was a noticing issue due to a date on the signage. As a result, the applicant is remanding the public hearing to the next Planning Commission Meeting on Tuesday, June 16th. At that time, the public comment period will be reopened and then the Planning Commission will close the record and forward their recommendation to Council. Staff will bring this matter back to the July 6th Council meeting.

Anderson asked and Maul responded about the progress of the annexation effort.

Maul said that Erin Tully, an intern planner, is working with Sr. Planner Sarah Fox, who is working on transitioning Community Development's environmental records from paper to an electronic format.

- I. Cooper's View Park Construction Engineering Services Contract  
Details: City staff has selected Otak, Incorporated to assist with the design, permitting and bid preparation for construction of Project P-893 Cooper's View Park. Attached are the Scope of Services, Fee Proposal and Contract in the amount of \$53,244.00.  
Presenter: Jerry Acheson, Parks and Recreation Manager

 [Engineering Services Contract](#)

This contract will be placed on the June 15, 2015 Consent Agenda for Council's consideration.

- J. 2015 Spring Omnibus Budget Presentation  
Details: This presentation was to review 27 budget packages, which include supplemental, carry forward and administrative packages. Staff presented each package with the associated budget amendments for discussion.  
Presenter: Cathy Huber Nickerson, Finance Director

 [2015 Spring Omnibus Budget Presentation](#)

A public hearing on this matter will be scheduled for the June 15, 2015 Council Meeting.

- K. 2015 Fee Schedule Updates  
Details: The 2015 Fee Schedule had a few adjustments for City Council's consideration. Staff reviewed each of the changes at the Workshop.  
Presenter: Cathy Huber Nickerson, Finance Director

 [2015 Revised Fee Schedule June 2015 change only](#)

The City Attorney will prepare an updated 2015 Fee Schedule resolution which will be placed on the June 15, 2015 Regular Meeting Agenda for Council's consideration.

- L. City Administrator Miscellaneous Updates and Scheduling  
Details: This is a placeholder for miscellaneous or scheduling items.  
Presenter: Pete Capell, City Administrator

Capell stated that he and Fire Chief Nick Swinhart met with Consultant Paul Lewis about the request to provide assistance to East County Fire and Rescue (ECFR). They also attended the City of Camas and ECFR elected meetings last week. Staff will schedule a workshop item at the June 15, 2015 Council Meeting, where information about the cost sharing expense will be presented to obtain Council's direction regarding pursuing the analysis and contract with Paul Lewis.

Capell invited Council to participate in the Employee Recognition Event which will be held Thursday, June 18th, from 8 a.m. to 9:30 a.m. at the Lacamas Lake Lodge.

## **V. COUNCIL COMMENTS AND REPORTS**

Carter attended the NW 6th Roundabout Open House and noted that the Library Board of Trustees meeting was cancelled this week.

Mayor confirmed Carter's comments that there would be education about how to use a roundabout included on the city's website.

Chaney made comments about the Clark Regional Emergency Services Agency (CRESA) Workshop and the Fire vs. Police Hoopin' with Heroes basketball game he attended. Mayor commented about the quality of the game and the potential for next year's game.

Anderson commented about the ECFR meeting and the Roundabout Open House. He also commented that the C-Tran meeting is next Tuesday, June 9th, and solicited input from Council members. He referred to the NW Natural Gas invitation and said that he hoped someone could attend; he was not able to.

Turk attended the Comprehensive Plan Technical Advisory Committee meeting and asked for input about what role the City should play towards affordable housing or whether they wanted to maintain a higher medium income. She also attended the Roundabout Open House and received comments about the rest of the gateway on NW 6th Street. Turk asked for Council's input. Turk also attended the Hoopin' with the Heroes game and said that this Friday is First Friday and she will be assisting with the Second Story Gallery.

Hogan attended the Roundabout Open House and said that First Friday will be a poker and game night. Hogan asked if the City would be participating in a water conservation program this year. He also commented about hearing a very loud motor cycle in downtown Camas on Saturday between 10 and 11 a.m.

Hazen attended a Parks and Recreation Commission meeting and said that activities for Memorial Day at the Camas Cemetery were a success.

Smith said she volunteered at the Camas Cemetery during the Memorial Day Holiday and made comments about it. She also attended the Building Industry Association (BIA) dinner as a guest of Betty Sue Morris, attended Hello Vancouver! last week, and said that there will not be a meeting on June 2nd, for the Regional Transportation Council (RTC).

Mayor attended the Jack, Will and Rob fundraiser and made comments about future involvement with them and with the Hike on the Dike that Camas co-sponsored. He remarked that there will be a ribbon cutting during First Friday for the B & B Fish Market. Mayor commented about an invitation from Clark County Councilor Madore to attend a meeting with a bridge builder and members from the Troutdale City Council. Mayor let Madore know he was interested in hearing about their plans and also let him know what Camas viewed as bridge priorities.

## **VI. PUBLIC COMMENTS**

Chris Kralik, 631 NW 18th Loop, Camas, made positive remarks about the Roundabout Open House and affirmed Hogan's remarks about two motorcycles that are noisy in Camas.

## **VII. ADJOURNMENT**

The meeting adjourned at 5:50 p.m.

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



## **CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**

**Monday, June 1, 2015, 7:00 PM**

**City Municipal Center, 616 NE 4th Avenue**

---

### **I. CALL TO ORDER**

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

### **II. PLEDGE OF ALLEGIANCE**

### **III. ROLL CALL**

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

Staff: Kristin Berquist, Pete Capell, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Robert Maul, David Schultz, Steve Wall, and Eliezza Soriano (student intern)

Press: No one from the press was present

### **IV. PUBLIC COMMENTS**

David Sanks, 716 NE 5th Ave., Camas, commented about the lawn of the church at 5th and Franklin.

Dan Durringer, 1527 NE Franklin St., Camas, spoke about the research he has done, his plans for the future, and the Camas Smoke Shop.

Mayor Higgins responded to Durringer's concerns.

### **V. CONSENT AGENDA**

- A. Approved the minutes of the May 18, 2015 Camas City Council Meeting and the Workshop minutes of May 18, 2015.

 [May 18, 2015 Council Workshop Meeting Minutes - Draft](#)

[May 18, 2015 Council Regular Meeting Minutes - Draft](#)

- B. Approved the claim checks numbered 126082-126207 in the amount of \$272,738.30.

- C. Authorized the write-off of the April 2015 Emergency Medical Services (EMS) billings in the amount of \$52,172.82 and the May 2015 billings in the amount of \$68,150.27. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)

- D. Authorized the Mayor to sign the Water Rights Purchase and Sale Agreement with the Kunze Farm Investment Co., Inc. in the amount of \$90,000 to purchase water rights for future municipal water system use. Purchasing of water rights is assumed in the City's adopted 2010 Water System Plan Update and staff proposes to include the expense in the upcoming Omnibus Budget. (Submitted by Steve Wall)

 [Kunze-Camas Water Rights Purchase and Sale Agreement](#)

- E. Authorized Pay Estimate No. 11 to Nutter Corporation for Project S-565 NW 38th Avenue Phase 2 Roadway Improvements in the amount of \$59,844.90 for work completed thru May 22, 2015. (Submitted by James Carothers)

 [NW 38th Avenue Phase 2 Pay Estimate 11](#)

**It was moved by Council Member Anderson, seconded by Council Member Hogan, to approve the Consent Agenda. The motion carried unanimously.**

## **VI. NON-AGENDA ITEMS**

- A. Staff

There were no comments from staff.

- B. Council

There were no comments from Council.

## **VII. MAYOR**

- A. Announcements

Mayor Higgins announced that the Camas Farmer's Market kicks off its eighth season beginning this next Wednesday at 3 p.m. Capell added that "recycle man" will be appearing during the market.



## VIII. MEETING ITEMS

- A. Public Hearing Considering the Six Year Transportation Improvement Program for Years 2016 Through 2021

Details: The Six Year Transportation Program is to be updated by municipal agencies annually per Revised Code of Washington (RCW) 35.77.010. Projects from the current Capital Facilities Plan, Transportation Impact Fee Study Update and the North Dwyer Creek Master Plan are included in this plan as well as safety and maintenance and preservation items. Projects are dropped from the list annually once the construction phase has started and is fully funded. Staff has revised the attached list and map to reflect comments made by Council at the May 18, 2015 Council Workshop. The attached appendices identify the coding on the list. The only public testimony received to date was presented to Council at the May 18, 2015 Council Workshop. This written testimony is also attached. No changes have been made to the list based on this testimony. Notice of this public hearing was posted on the Camas website, at the Post Office, City Hall, Camas Library, and in the Camas-Washougal Post-Record.

Presenter: James Carothers, Engineering Manager

 [Updated Draft Six Year Street Plan List](#)  
[Updated Draft Six Year Street Plan Map](#)  
[Six Year Street Plan Appendices](#)  
[Six Year Street Plan Public Testimony](#)

Mayor opened and closed the public hearing at 7:14 p.m. as there was no one from the public wishing to give testimony.

There were no comments or questions from Council.

**It was moved by Council Member Turk, seconded by Council Member Anderson, to change the wording as recommended by Carothers to #1 on the Six Year Transportation Plan and map to reflect the roundabout discussion and to direct the City Attorney to prepare a resolution for the June 15, 2015 Regular Council Meeting adopting the desired changes. The motion carried unanimously.**

## IX. PUBLIC COMMENTS

There were no comments from the public.

## X. EXECUTIVE SESSION

- A. Property Acquisition

The meeting recessed at 7:16 p.m. for discussion about property acquisition for an estimated ten minutes. No further action will be taken. The meeting reconvened at 7:30 p.m.

## XI. ADJOURNMENT

Mayor Higgins adjourned the meeting at 7:30 p.m.

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

CITY OF CAMAS PROJECT NO. WS-748 2015 STEP/STEF Tank Pumping			PAY ESTIMATE: ONE PAY PERIOD: 4/1/2015 Through 5/31/2015  ORIGINAL CONTRACT AMOUNT: \$67,662.48				AAA Septic Service PO Box 1668 Brush Prairie, WA 98606 (360) 687-8960				
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

SANITARY SEWER											
1	Residential STEP & STEF Tank Pumping	EA	725	\$119.93	\$86,949.25	0.00	\$0.00	54.00	\$6,476.22	54.00	\$6,476.22
2	EMERGENCY Residential STEP & STEF Tank Pumping	EA	10	\$119.93	\$1,199.30	0.00	\$0.00	3.00	\$359.79	3.00	\$359.79
3	After Hours EMERGENCY STEP & STEF Tank Pumping	EA	5	\$239.86	\$1,199.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
4	Commercial STEP and STEF Tank Pumping	1000 Gal	24	\$119.93	\$2,878.32	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

<b>SUBTOTAL:</b>		<b>\$92,226.17</b>	<b>\$0.00</b>	<b>\$6,836.01</b>	<b>\$6,836.01</b>
Sanitary Sales Tax (8.4%):		\$7,747.00	\$0.00	\$574.22	\$574.22
Total:		<b>\$99,973.17</b>	<b>\$0.00</b>	<b>\$7,410.23</b>	<b>\$7,410.23</b>

	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ORIGINAL CONTRACT TOTAL	\$92,226.17	\$0.00	\$6,836.01	\$6,836.01
ADDITIONS / DELETIONS	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$92,226.17	\$0.00	\$6,836.01	\$6,836.01
SALES TAX (8.4%)	\$7,747.00	\$0.00	\$574.22	\$574.22
TOTAL CONTRACT	\$99,973.17	\$0.00	\$7,410.23	\$7,410.23
LESS 5% RETAINAGE		\$0.00	(\$341.80)	(\$341.80)
<b>TOTAL LESS RETAIN.</b>		<b>\$0.00</b>	<b>\$7,068.43</b>	<b>\$7,068.43</b>

SAN. ACT. NUMBER: 424.00.535.811.48

SAN. THIS PAY EST:

\$7,068.43

F.I.

Project Engineer

Date

Contractor

Date

Project Manager

Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL #2444  
AND  
THE CITY OF CAMAS, WASHINGTON**

Due to numerous unexpected vacancies within the department caused by long term injuries and a resignation, CWFD is facing unprecedented overtime usage that will strain the capacity of the funds budgeted for that purpose. Therefore, the City of Camas and the members of IAFF #2444 mutually agree to establish an MOU to address this issue. It is agreed by both parties that the following provisions will not establish past practice or precedence:

- Effective at the start of the June 29, 2015 FLSA period, Captain Greg Payne will be temporarily appointed to the position of Administrative Battalion Chief. At the time of his temporary appointment, Captain Payne will be unassigned from the Training Captain position.
- This assignment will end on October 11, 2015 and will not be renewed or extended without the mutual agreement of the City and union.
- As the Administrative Battalion Chief, Payne's schedule will primarily consist of six (6) 24 hour shifts per FLSA cycle, covering battalion chief Kelly days and vacation days that would otherwise generate overtime.
- If there are not at least six (6) BC overtime shifts to be covered in any one FLSA cycle, he will make up the difference in hours performing administrative work as assigned, modifying his platoon schedule as appropriate to accommodate one hundred forty-four (144) hours per FLSA period.
- During the temporary appointment as the Admin BC, Payne will be eligible for overtime at the BC level only.
- During his temporary appointment as the Admin BC, Payne will be paid BC wages at one step higher than his current wage.
- The temporary assignment may be revoked by the Fire Chief with two weeks notice if staffing conditions no longer render the assignment necessary.
- At the end of his temporary assignment, Payne will be reassigned to the Training Captain position.
- The duties of the Training Captain position will be offered to Captain Grant Brock for the duration of the temporary assignment.
- Captain Brock will only perform duties in the Training Captain position not limited by his light duty status.
- This MOU shall terminate upon the end of the assignment and return of Captain Payne to the Position of Training Captain

IN WITNESS WHEREOF, this Memorandum of Understanding is executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FOR THE CITY OF CAMAS

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Scott Higgins  
Mayor  
City of camas

FOR THE UNION

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Michael Coyle  
President  
IAFF #2444

# **Contract Amendment One**

## **City of Camas**

### **544 Foot Pressure Zone Project**

CITY and ENGINEER agree that the following provisions, changes and modifications are made a part of the AGREEMENT dated January 16, 2013 between CH2M HILL Engineers, INC., ("ENGINEER"), and The City of Camas, Washington (City).

#### **Contract Amendment One**

The scope of work described in this contract amendment is in addition to the work described in Attachment A and the level of effort presented in Attachment B to the Agreement dated January 16, 2013 between CH2M HILL Engineers and the City of Camas for:

Design and permitting services for the 544 Foot Pressure Zone Project consisting of a new 2.2 mgd slow sand filter plan and approximately 20,000 feet of new 12 inch water pipeline in existing rights of way in Clark County, Washington.

The original contract is a time and materials contract with a multiplier of 3.3 times raw salary with a not to exceed budget of \$747,911. The scope of work included as Attachment A to the original contract did not include a budget for bid and construction phase services or design of the two pipelines described above. In addition, this amendment addresses the additional out of scope effort needed to complete land use permitting, building permitting, and geotechnical investigations during the design phase.

This contract amendment authorizes an additional budget of \$786,113 to provide for services and associated fees for work CH2M HILL will provide under Contract Amendment One for:

1. Completion of design phase services for the City of Camas Slow Sand Water Treatment Plant
2. Bid and construction phase services for the City of Camas Slow Sand Water Treatment Plant
3. Design and construction phase services for three projects
  - a. A new 12 inch treated water pipeline with a length of approximately 7,400 feet following the alignment of the existing raw water pipeline from the Chlorine Station at the intersection of NE Ireland Road and NE 312 Avenue to the intersection of NW 292<sup>nd</sup> Avenue and NE Stauffer Road.
  - b. A new raw water pipeline with an approximately length of 7,800 feet from the Boulder Creek Intake to the new Slow Sand Water Treatment Plant.
  - c. Completion of bidding documents for the Camp Currie Well.

#### **Completion of Design Phase Services**

In order to complete design and permitting of the 544 Foot Pressure Zone Project, CH2M HILL performed work in addition to that described in the scope of work described in Attachment A and the anticipated level of effort described in Attachment B to the original contract. The additional work and the expected fee impact were described in letters to the City of Camas transmitting invoices for work performed by CH2M HILL. At the terms of the original contract, the fee for these additional services would be approximately \$470,000. This contract amendment provides \$195,000 in payment for those additional services. CH2M HILL will submit an invoice documenting these additional charges for approval and payment by the City of Camas.

The additional work completed by CH2M HILL included:

1. On behalf of the City, CH2M HILL paid \$459 to Clark County for the septic tank site application fee.
2. On behalf of the City of Camas, CH2M HILL paid \$500 to Washington DOT for a right-of-way occupancy application fee.

3. On behalf of the City of Camas, CH2M HILL paid a \$530 processing fee to obtain the Clark County Health Department signature on the final plat.
4. On behalf of the City of Camas, CH2M HILL paid a \$51 filing fee to the Clark County Clerk for additional processing needed to accommodate a Longview signature in the required 1-inch margin area of the plat dedication.
5. Additional geotechnical work was completed to analyze slope stability at the water treatment plant site. The additional geotechnical work was performed by Columbia West Engineering under a subcontract to CH2M HILL. The additional effort added estimated \$39,920 to our scope of work. An initial geotechnical investigation concluded that the treatment plant site may have been a depositional area created by a landslide. Additional investigation was needed to map the bedrock surface at the site and to determine if the soil at the site was derived from bedrock or if it originated at another location and was transported to the site. The additional geotechnical work resulted in recommendations for construction at the site, including restrictions on which portions of the site could be used for construction and required setbacks from unstable slopes. The geotechnical investigation also concluded that the soils at the site are unsuitable for use as structural fill, which resulted in a change from treatment basins constructed using lined earthen embankments to concrete basins. The concrete basins provide the same treatment capacity in with a smaller footprint, increasing the setback from the slide area identified on the western edge of the property.
6. CH2M HILL completed additional cultural resources surveys to satisfy the requirements of the lender. The fee for the additional work totaled approximately \$15,200.
7. CH2M HILL completed a large amount of unexpected work to complete the land use and short platting processes. A key assumption stated in our original proposal was that the project could be completed in the first half of 2013. The land use permitting was finally completed in January Of 2015. Clark County required many unanticipated submittals, including a shoreline permit application for the entire 241 acre tract from which the 12 acre parcel for the treatment plant was subdivided, which resulted in a determination that the project was exempt from shoreline permitting.
8. There were \$1,245 in additional surveying costs associated with meeting Clark County submittal requirements and multiple review cycles.
9. CH2M HILL completed additional pipeline permitting as a result of delays in obtaining a response from Washington DOT regarding the right of way application.
10. Construction phase services for construction of the pipelines designed in the original contract. Construction phase services for the pipelines were not included in our original scope of work.
11. CH2M HILL received comments on the supervisory control and data acquisition (SCADA) system from another contractor working for the City after CH2M HILL had completed design drawings and specifications for the SCADA system. CH2M HILL revised the drawings and specifications to address the other contractor's comments. Had the comments been received earlier in the design process as requested by CH2M HILL, the comments would have been addressed in the original design.
12. CH2M HILL had additional costs related to addressing comments from Clark County Community Development regarding the building permit submittal, which ultimately resulted in the County concluding that the permit submittal was approvable.
13. CH2M HILL redesigned the treatment plant to provide concrete tankage in place of lined earthen embankments. The initial design was based on use of lined earthen embankments for treatment basins. As a result of the recommendations resulting from the geotechnical investigation, the design was changed to provide for the use of concrete tankage. In addition to the additional costs for structural design of the concrete tankage, the site plan needed to be revised, and the land use permits amended to reflect the changed design.
14. CH2M HILL originally budgeted project management time for a 6 month project duration. The design phase ultimate required 24 months to complete, which increased project management costs.

## **Construction Phase Services**

CH2M HILL will provide office services, responses to requests for information, submittal review, and occasional site visits during construction of the slow sand filter water treatment plant. After construction is

completed, CH2M HILL will prepare construction record drawings using a markup containing consolidated notes made by the construction contractor and City. The budget for construction phase services for the slow sand water treatment plant is shown in Table C-1. CH2M HILL will provide up to 1,944 hours of labor for construction phase services, as shown in Table C-1.

The following assumptions were made in developing the estimate for construction phase services:

1. The City will provide all construction management services, including coordination with S&B Engineering, Clark County Community Development, Clark Public Utilities, Clark County Public Works, and other entities whose support is needed during construction.
2. No additional work is needed by CH2M HILL to obtain permits for the project.
3. Construction will be substantially complete by February 28, 2016.
4. A certificate of final completion will be issued by July 1, 2016.
5. The City of Camas will provide full-time construction inspection.
6. CH2M HILL will prepare a set of conformed contract documents which will be distributed in pdf format (no paper copies).
7. CH2M HILL will review a maximum of 115 contractor submittals. CH2M HILL assumes that the Contractor will prepare the submittals to meet contract requirements. As a result, CH2M HILL assumes that 50 percent of the submittals will meet contract requirements on the first submittal and can be approved or approved as noted. For the remaining 50 percent of submittals, CH2M HILL assumes that the Contractor will revise and resubmit the submittals to meet the requirements of the contract documents. CH2M HILL assumes that no submittal will require more than two rounds of review.
8. CH2M HILL assumes that the Contractor will carefully prepare submittals. As a result, no more than 4.5 hours of staff time will be required to complete review of any one submittal.
9. CH2M HILL assumes that all submittals will be made electronically in Adobe Acrobat pdf format and that each submittal will be made as one composite document. Comments will be returned as markups to the pdf documents.
10. CH2M HILL assumes that there will be no more than 50 requests for information (RFIs), inclusive of field design changes (FDCs).
11. CH2M HILL will provide occasional site visits when requested by the City of Camas totaling no more than 200 hours. CH2M HILL also assumes that the Contractor will provide scaffolding, ladders, shoring, and other equipment needed to safely gain access to the portions of the project being observed.
12. CH2M HILL assumes that site visit reports can be made in email format and that formal reports will not be required. CH2M HILL will issue notifications of non-conformance with design formally.
13. Because the need for assistance with claims, disputes, and change orders cannot be foreseen, the budget does not include time to resolve claims and disputes that may arise between the Contractor and the City. The budget does not include time to assist with negotiation of change orders. In the event the City requests assistance from CH2M HILL in resolving claims or disputes or negotiating change orders, CH2M HILL and the City will negotiate the scope of services and additional payment.
14. CH2M HILL assumes no more than 225 hours of a mid-level engineer's labor will be needed during plant startup.



15. CH2M HILL shall not be responsible for the means, methods, techniques, sequences or procedures of the contractor, nor shall the Consultant be responsible for the contractor's failure to perform in accordance with the contract documents.
16. CH2M HILL is not responsible for health or safety precautions of construction workers. Consultant is not responsible for the contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.
17. The operations and maintenance manual prepared by CH2M HILL will consist of a data compilation of operations and maintenance information collected by the Contractor from equipment suppliers.
18. Automation startup and programming services will be provided by another contractor working for the City.
19. CH2M HILL will prepare construction record drawings after construction is complete. CH2M HILL assumes that the City and the construction contractor will mark up drawings to show changes during construction. After construction is completed, CH2M HILL will use these markups to prepare construction record drawings. CH2M HILL assumes that the construction record drawings will not require review and revision.

Table C-1 provides a summary of the level of effort that will be provided to support this task.

## **Design of Two Additional Pipelines and Camp Currie Well**

CH2M HILL will provide preliminary design and design services for three projects:

- a) Approximately 7,400 feet of 12 inch water pipeline from NE 292<sup>nd</sup> Avenue to NE following the alignment of the existing raw water pipeline from the Chlorine Station at the intersection of NE Ireland Road and NE 312 Avenue to the intersection of NW 292<sup>nd</sup> Avenue and NE Stauffer Road.
- b) A new raw water pipeline with an approximately length of 7,800 feet from the Boulder Creek Intake to the new Slow Sand Water Filter Treatment Plant.
- c) Completion of bidding documents for the 5 gpm Camp Currie well. It is assumed that the improvements will include a shallow well with screen, submersible well pump, pitless adapter, pump controls, pressure tank, prefabricated well house, fence, one faucet for customer service, and a buried electrical service. It is assumed that the City of Camas will separately contract with S&B Engineering for design and installation of the SCADA system for the well. It is also assumed that a site survey is not needed to complete this design.

CH2M HILL assumes that the pipelines will be bid as one project and that the Camp Currie Well will be bid as a second project including all components of the project. It is assumed that the City of Camas will provide construction and permanent easements for the facility.

During preliminary design, CH2M HILL will participate in three meetings with City of Camas staff at Camas City Hall and one field trip to the project sites to finalize pipeline routing and construction alternatives, and details of the Camp Currie Well. CH2M HILL will prepare draft final preliminary design reports for review by the City of Camas, one for both pipelines and one for the Camp Currie Well. Final preliminary design reports will be prepared after receiving written comments from the City of Camas.

CH2M HILL will hire a subconsultant to complete a design survey for approximately 15,200 feet of pipeline. CH2M HILL assumes that the City of Camas will obtain permission to enter the properties for the survey. The design survey will include:

1. A topographic survey for a corridor approximately 50 feet wide centered on the existing or proposed pipeline alignment.
2. One-foot contours will be generated and the associated surface files will be provided.
3. Existing driveways, gates, fences, and other features will be located.

4. Existing utilities will be shown based upon surface structures, utility paint markings and as-builts.
5. Trees, 6-inch diameter and larger will be depicted.
6. If found, existing monuments will be located.
7. Horizontal Datum will be Washington South Zone or other approved datum.
8. Vertical Datum will be Clark County or other approved datum.
9. Deliverables will include AutoCAD drawings and electronic plots and signed.
10. Up to 80 crew hours and 40 office hours to establish survey reference points, clearing limits, centerlines of roads and pipelines, and setting toe of fill and top of cut stakes.

The survey work includes easement definition and right of way resolution does not include boundary or right of way delineation.

CH2M HILL assumes that construction staking will be provided by the Construction Contractor.

CH2M HILL assumes that no permits will be needed to conduct the survey.

CH2M HILL's subconsultant will prepare up to 15 construction easements with description and exhibits for the new pipelines using title reports provided by the City of Camas. The easements will be prepared using a centerline description and width. CH2M HILL assumes that no field surveying will be needed to prepare the easements. CH2M HILL assumes that the City of Camas will negotiate with the landowners and obtain the easements. CH2M HILL assumes that no additional permanent easements are needed to construct the pipelines.

CH2M HILL will prepare a total of 20 design drawings for the pipelines and 2 drawings for the Camp Currie Well. CH2M HILL will prepare specifications for the pipelines and Camp Currie Well. The design drawings will include plan profile sheets prepared on 24 inch by 36 inch sheets at a horizontal scale of 1 inch equals 50 feet and a vertical scale of 1 inch equals 10 feet at full scale. The specifications will be prepared as special conditions to be attached to City of Camas standard bidding documents. CH2M HILL will submit review drawings and specifications to the City of Camas at the approximate 60 percent completion point. After receiving written comments, CH2M HILL will prepare final drawings and specifications for review by the City. Upon receiving written approval from the City, CH2M HILL will finalize the design drawings for bidding.

CH2M HILL assumes that the City will assemble, publish, and distribute the bidding documents. CH2M HILL will provide support for up to two addenda during the bidding process and participate in two pre-bid meetings, one for the pipeline contract and a second for the Camp Currie contract.

CH2M HILL assumes that the City will manage the construction contracts and provide construction inspection using City staff. CH2M HILL will provide up to 80 hours of support during the construction phase for the pipeline project and 22 hours of support during the construction phase for Camp Currie.

CH2M HILL assumes that the City will mark up drawings to show changes during construction. After construction is completed, CH2M HILL will use these markups to prepare construction record drawings. CH2M HILL assumes that the construction record drawings will not require review and revision.

CH2M HILL has assumed that no additional land use permitting, shoreline permitting, SEPA permitting, or other permitting will be needed to construct the pipelines. If permitting support is needed, CH2M HILL will provide these services on a time and materials basis after receiving written approval from the City.

CH2M HILL has assumed that the City of Camas will be responsible for utility applications.

No application or permit fees are included in CH2M HILL's scope of work.

## Fee Proposal

Table C-1 presents the estimated level of effort and fee for additional work performed during the design phase and for professional services for construction phase services and design of two pipelines and the Camp Currie well for the 544 Foot Pressure Zone Project. The work will be performed on a time and materials basis with a multiplier of 3.3 times raw salary and subcontractor expenses marked up by 5%, with

a not to exceed budget of \$786,113. If authorized in writing by the City of Camas, additional work will be performed on a time and materials basis with the same terms.

Table C-1

## Estimated level of effort and fee for Contract Amendment 1

Description	Labor hours	CH2M HILL Labor	Expenses	Subtotal
<b>Additional design phase fee</b>	<b>As shown on invoice</b>	<b>As shown on invoice</b>	<b>As shown on invoice</b>	<b>\$195,000</b>
<b>Additional pipelines and Camp Currie well</b>				
Construction phase services for Slow Sand Filter Water Treatment Plant	1,944	\$295,664	\$800	\$296,464
Preliminary design for pipelines and Camp Currie Well	162	\$21,247	\$200	\$ 21,447
Design phase services for pipelines and Camp Currie Well	1,034	\$123,565	\$105,084	\$231,593
Bidding Phase Services for pipelines and Camp Currie Well	50	\$5,143	\$100	\$6,523
Construction phase services for pipelines and Camp Currie Well	102	\$12,915	\$200	\$13,175
Construction record drawings	52	\$6,048	\$100	\$6,148
Project management	100	\$15,583	\$180	<u>\$15,763</u>
<b>Subtotal for additional pipelines and Camp Currie well</b>				<b><u>\$591,113</u></b>
<b>Total estimated fee including construction phase services, pipelines, Camp Currie Well, and additional design phase fee for Slow Sand Filter Water Treatment Plant</b>				<b><u>\$786,113</u></b>

IN WITNESS WHEREOF, the parties execute below:

For OWNER,

dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

For ENGINEER, CH2M HILL Engineers, Inc.,

dated this \_\_\_\_\_ day of \_\_\_\_\_,

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_





Jones Lang LaSalle Americas, Inc.  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, Texas 76155  
tel +1 817-230-2600  
fax +1 817 306-8265

May 14, 2015

City of Cama, WA  
Attention: Mr. Jim Hodges  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

15-51981

Dear Mr. Hodges:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$10,800.00 payable to BNSF Railway Company which covers the contract fee(s).

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

**In lieu of providing a separate policy for Railroad Protective Liability Insurance**, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1725.00 with your check.

**PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.**

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

**The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.**

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$1500.00.

Sincerely,

*Katrina Salazar*

Katrina Salazar  
Associate Manager Permits  
Attachment

## PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective \_\_\_\_\_, 2015, (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF CAMAS, WA**, a Washington corporation ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

### GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, twenty-four (24) inches in diameter inside a forty-eight (48) inch partial steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Camas, County of Clark, State of Washington, Line Segment 0047, Mile Post 25.05 as shown on the attached Drawing No. 63097, dated May 14, 2015, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry sanitary sewer effluent, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

### COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Ten Thousand Eight Hundred Eighty and No/100 Dollars (\$10,880) as compensation for the use of the Premises.
7. **Costs and Expenses.**
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging **costs** shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates



in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

### **LICENSOR'S RESERVED RIGHTS**

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

### **LICENSEE'S OPERATIONS**

11. **Construction and Maintenance of the Pipeline.**
- 11.1 Licensee shall notify Licensor's Roadmaster, Mike Schram at 1313 W 11th Street, Vancouver, WA 98660, telephone (360) 418-6415, or email mike.schram@bnsf.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
  - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
  - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
  - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as

not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

## 12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

## **LIABILITY AND INSURANCE**

### **13. Liability and Indemnification.**

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS**

**LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations
- This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
  - Waiver of subrogation in favor of and acceptable to Licensor.
  - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.

- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1725.

- ☐ I **elect** to participate in Licensor's Blanket Policy;
- ☐ I **elect not** to participate in Licensor's Blanket Policy.

15.5 Pollution Legal Liability (PLL) Insurance. Intentionally deleted, not required for this permit

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensors to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensors shall not be limited by the amount of the required insurance coverage.
- 15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.6.13 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

## **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

### **16. Compliance with Laws, Rules, and Regulations.**

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

### **17. Environmental.**

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous

Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensors property. Licensee agrees periodically to furnish Licensors with proof, satisfactory to Licensors that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensees use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensees sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- 17.5 Licensee shall promptly report to Licensors in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensees reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.

#### **DISCLAIMER OF WARRANTIES**

##### **18. No Warranties.**

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

##### **19. Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

##### **20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensors of the affected rail corridor,**



Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

## **LIENS AND TAXES**

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

## **DEFAULT, TERMINATION, AND SURRENDER**

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
  - 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
  - 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
  - 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
  - 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. **Surrender of the Premises.**
  - 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
    - 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
  - 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
  - 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

## **MISCELLANEOUS**

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in

contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. **Notices.** Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, TX 76155  
Attn: Permits/Licenses

with a copy to: BNSF Railway Company  
2301 Lou Menk Dr. – GOB-3W  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate

If to Licensee: City of Camas, WA  
616 NE 4th Avenue  
Camas, WA 98607

28. **Survival.** Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. **Recordation.** It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. **Applicable Law.** All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. **Severability.** To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. **Integration.** This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

**LICENSOR:**

**BNSF Railway Company**, a Delaware corporation

**By:** Jones Lang LaSalle Brokerage, Inc.,  
4300 Amon Carter Blvd, Suite 100  
Fort Worth, TX 76155

**By:** \_\_\_\_\_  
Ed Darter

**Title:** Sr. Vice President - National Accounts

**Date:** \_\_\_\_\_

**LICENSEE:**

**CITY OF CAMAS, WA** a Washington corporation

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

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
AND

CITY OF CAMAS, WA

SCALE: 1 IN. = 100 FT.NORTHWEST

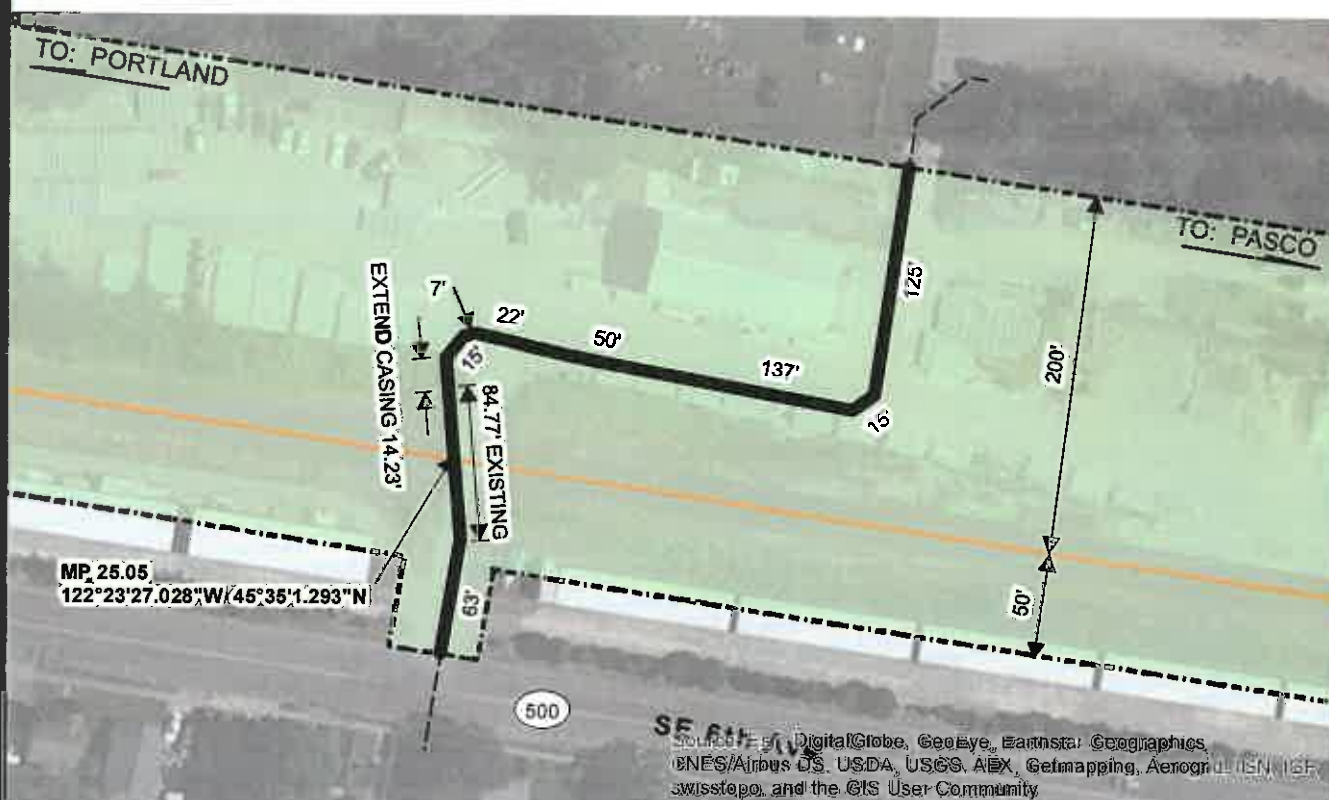
DIV.

FALLBRIDGE

SUBDIV.

L.S. 0047 MP 25.05

DATE 05/14/2015

SECTION: 12TOWNSHIP: 1NRANGE: 3EMERIDIAN: WILLM

NOTE: EXISTING PORTION OF PIPELINE  
COVERED BY AGREEMENT BF-68640

## DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>24"</u>	<u>48"</u>	LENGTH ON R/W:	<u>533'</u>	<u>99'</u>
CONTENTS:	<u>SANITARY SEWER EFFLUENT</u>		WORKING PRESSURE:	<u>50 PSI</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>12.2'</u>
SPECIFICATIONS / GRADE:	<u>DR 25, C905</u>	<u>35,000 PSI</u>	BURY: NATURAL GROUND		<u>7'</u>
WALL THICKNESS:	<u>1.032"</u>	<u>0.625" MIN</u>	BURY: ROADWAY DITCHES		<u>7'</u>
COATING:	<u>-</u>	<u>-</u>	CATHODIC PROTECTION		<u>N/A</u>

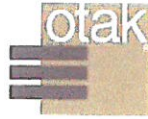
VENTS: NUMBER 2 SIZE 2" HEIGHT OF VENT ABOVE GROUND 4'

NOTE: NEW CASING TO BE BURIED BY OPEN TRENCH

AT CAMAS  
COUNTY OF CLARK

STATE OF WA

JNC



Harumi Global Partner

700 Washington Street, Suite 401 | Vancouver, Washington 98660

360.737.9613 | fax 360.737.9651

www.otak.com

May 18, 2015

Jerry Acheson  
Camas Parks & Recreation  
1718 SE 7th Avenue  
Camas, WA 98607

**Re: Scope of Services and Fee Proposal  
Cooper's View Park Construction Documents — Otak Project No. 17418.A00**

Dear Jerry:

Thank you for the opportunity to present this scope and fee proposal for Cooper's View Park Construction Plans, Specification and Estimate (PS&E) set. The following describes our scope of services for design, permitting, bid phase assistance, and construction administration for the 2.53 acre Park property located off NW 27<sup>th</sup> Avenue adjacent the vacated right-of-way of NW Elgin Street.

### ***Introduction***

Cooper's View Park (formerly East Hillside Park) is designated as a Neighborhood Park in the City of Camas 2014 Draft Parks, Recreation, and Open Space Comprehensive Plan Update. Funding for design and permitting of the park is provided through the GMA Capital Fund. A public involvement process has been conducted with community members and the Drewf's Farm Home Owner's Association (HOA). Preferred amenities include lawn for passive recreation, picnic tables, benches, paths, and planting improvements including shade trees and shrub beds. If the project budget allows, a small play area emphasizing natural materials (logs, boulders, bunch grasses, etc.) is desired. The park is to include a path at the southwest corner of the park property for a trail connection through a public trail easement that will provide access for neighbors to the south. The PS&E set will include drainage improvements at the east end of the property to address existing drainage problems impacting adjacent single family lots. We understand the scope of services is to include:

- advancing the master plan park design to construction document level of detail
- preparing draft 75% and draft Final drawing sets for review by the City
- submitting application materials for permits required for construction
- assisting with the bidding phase
- construction phase submittal review and as-built drawing preparation

### ***Project Team***

- |                              |                          |
|------------------------------|--------------------------|
| • City Project Manager       | Jerry Acheson            |
| • Consultant Project Manager | Otak, Inc.; David Haynes |
| • Landscape Architect        | Otak, Inc.; David Haynes |



- |                              |                             |
|------------------------------|-----------------------------|
| • Landscape Design           | Otak, Inc.; Maggie Daly     |
| • Civil Engineer             | Otak, Inc.; Ryan Billen     |
| • Planner                    | Otak, Inc.; Jerry Offer     |
| • Surveyor                   | Otak, Inc.; Jon Yamashita   |
| • Geotechnical Investigation | GRI, Inc.; Matthew Shanahan |

### ***Estimated Timeline***

The fees associated with this scope are based on the following timeline. It is assumed that design review turnaround is 2 weeks. Please note this timeline is for the purpose of estimating fees only. The timeline assumes a receipt of Notice to Proceed on June 16, 2015:

- |                               |         |
|-------------------------------|---------|
| • NOI to City and DOE         | June 19 |
| • 75% Review PS&E             | July 8  |
| • SWPPP                       | July 22 |
| • Construction Permit (NPDES) | Aug 19  |
| • Final PS&E                  | Sept 2  |
| • Bid Phase Complete          | Sept 23 |

### ***General***

- Drawings will be prepared in 22"x34" and 11"x17" format.
- Drawings will be prepared in AutoCAD R2014.
- Special provisions will be prepared in MS Word and spreadsheets in MS Excel.

### ***Task 1.0 – Project Management***

This task will include design team meetings, ongoing team coordination and direction, management meetings with the City, correspondence documentation, and monitoring of schedule and scope against budget. This task also includes internal coordination, invoicing, and monthly progress reports.

1.0.1 Project Management.

1.0.2 Quality Assurance / Quality Control protocol.

### ***Task 2.0 – Design Development***

This task will include three (2) design team meetings, one (1) management team meeting with City.

#### ***Task 2.1 –Stormwater Management Plan***

Because this project is converting over  $\frac{3}{4}$  acre of vegetation to lawn and plant beds, the stormwater requirements must be met by providing flow control facilities. As the site's impervious area will not



be pollution generating, a water quality facility is not required. We assume the flow control requirement can be met using onsite stormwater management BMPs to the maximum extent practicable.

Otak will evaluate the site and develop options for implementing the stormwater requirements. This task includes the following:

- Conduct a site visit to verify existing stormwater features.
- Identify locations for potential stormwater facilities.
- Develop conceptual layouts and cross sections for stormwater facilities at alternative sites.
- Discuss potential locations for facilities with the city and determine where facilities will be situated.

Hydrologic models will be developed for estimating flow rates for each facility proposed for the project site. This will include:

- Delineating catchment boundaries for each facility.
- Developing existing conditions hydrologic models tributary to each facility using WWHM or an equivalent hydrology model.
- Developing proposed conditions model for each facility.
- Determining design flow rates for sizing facilities.
- Sizing each facility and determine the approximate land area requirements.

A draft and final stormwater report will be prepared describing the analysis in the above tasks. The report will follow the submittal requirements in the city's Stormwater Design Standards Manual. The draft report will be submitted to the City for review. Revisions will be made, and a final report will be delivered to the City.

**Assumptions:**

- Stormwater analysis and design will be developed in accordance with the Camas Stormwater Design Standards Manual.
- No more than two facilities will be necessary, including either or both an onsite stormwater management facility and a flow control facility.
- Water quality facilities will not be required.
- The soils within the project area are not receptive to long term infiltration as a means for stormwater disposal.
- Facilities will be designed per the 2005 Ecology Manual.
- Documentation of the facility designs shall be provided in the Stormwater Report.

- An electronic copy and two hard copies will be provided to the City for both the draft and final reports.
- Only one review of each version of the report will be required.
- The preliminary report will be submitted under Task 2.0 and the final report will be submitted with the final construction documents.

#### **Deliverables:**

- Preliminary and final storm water management report.

#### *Task 2.2 – Geotechnical Review (by GRI)*

Park improvements will include significant earthwork to form level areas, grade transitions, and associated drainages. Also, pervious pavements will be used. The primary geotechnical considerations include earthwork stability, discovery of subsurface conditions (there may be debris and large rock below grade), determination of soil characteristics, and section design of loop trail/maintenance access. The following sections provide the anticipated geotechnical scope of work.

- 2.2.1 Three to four test pits will be excavated to depths of up to 10 ft. A qualified engineer or geologist from GRI will log each excavation, obtain representative samples of the materials encountered, and conduct Torvane shear strength tests in the sidewalls of the excavation. Grab samples and/or undisturbed Shelby tube samples will be obtained from the test pits.

The test pits will be subcontracted to an experienced contractor. The excavation and sampling will be accomplished under the direction of an experienced geotechnical engineer or engineering geologist from GRI who will locate the general areas for excavation and maintain a detailed log of the materials and conditions uncovered during the course of the work.

GRI will notify the Utility Notification Center of the proposed test pit locations and will also hire a private utility locator to clear the locations prior to the field work, if necessary.

- 2.2.2 Laboratory testing will be limited to standard classification tests, such as natural water content and determinations of Torvane shear strength and unit weight.

- 2.2.3 Engineering studies and analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) earthwork, including cut and fill slopes, wet-weather construction, and the suitability of on-site soils for use as structural fill; (2) estimated settlements due to placement of fill; and (3) subdrainage requirements.

- 2.2.4 A report will be prepared that discusses the work accomplished and presents the results of the various tests and office studies. The report will be provided in electronic format for your use and distribution. Additional paper copies of the report can be provided upon your request.

**Deliverables:**

- Draft Geotechnical Report

*Task 2.3 – Topographic Survey*

Topographic survey will include a confirmation of existing topographic data over the majority of the project site (points taken on a 50 ft. grid), and a detailed survey of the drainage ditches along the south and east boundaries for the site.

**Deliverables:**

- Topographic map.

*Task 3.0 – Construction Plans, Specifications, and Estimate*

In the construction document phase we will refine the drawings prepared for land use review and provide fully-engineered plans, special provisions to WSDOT standard specifications, and a cost estimate (PS&E) to meet requirements for building permits, bidding, and construction. All work will be prepared in AutoCAD 2014, MS Word, and MS Excel. A review/revision cycle will follow the 75% PS&E review submittal and the Final PS&E review submittal. The 75% PS&E review submittal will describe the size and character of the park features. These elements will include a park entry feature and overlook, nature play area, sloping passive-use lawn area, shade trees and shrub beds, loop trail of pervious pavers designed for maintenance vehicle access, irrigation system, fencing, drainage ditch crossing, and signage conforming to City's signage master plan. Throughout this process consideration will be given to low impact development guidelines as appropriate.

*Task 3.1 – Preliminary Review (75%) PS&E Set*

The package will include preliminary drawings and data meeting the requirements of the City of Camas Design Standards Manual, as applicable. A preliminary cost estimate will also be prepared at this stage of design. Drawings and documents may include:

- 3.1.1 Existing conditions, demolition, and tree protection plan.
- 3.1.2 Erosion control plan.

- 3.1.3 Utility plan, including water service and storm water management.
- 3.1.4 Grading plans with earthwork quantities, drainage requirements, and stormwater facilities. The final grading plans will show one-foot contours, spot elevations, and top and bottom of wall elevations, if needed. Grading design will comply with ADA accessibility guidelines.
- 3.1.5 Storm Water Pollution Prevention Plan (SWPPP).
- 3.1.6 NPDES Construction Stormwater General Permit.
- 3.1.7 SEPA form.
- 3.1.8 Site plan with layout dimensions for site elements including site circulation, park amenities, and fencing. Plans will include legends, key map, material call outs, construction notes, and coordination details.
- 3.1.9 Planting plans with plant legend, plant call-outs, planting notes, and planting details.
- 3.1.10 Irrigation plans showing meter location, cross-connection control, mainline, sleeve locations, lateral line, and sprinkler head layout. The plans will also include irrigation details, notes, and legend.
- 3.1.11 Signage and wayfinding plans to include directional, identification, and regulatory signage. The plans will include signage locations, key notes, call outs, construction notes, and construction details.
- 3.1.12 Construction details to include civil site details, drainage, fencing, signage, site furnishing, planting, and irrigation details.
- 3.1.13 Preliminary construction cost estimate of all site improvements.
- 3.1.14 Draft Special Provisions to the WSDOT Standard Specification for non-standard plan elements.

Structural engineering review of civil and landscape construction details will be conducted, as appropriate.

**Deliverables:**

- Draft PS&E set.
- Final SWPPP
- NPDES Construction Stormwater General Permit Application

- Draft Special Provisions
- Draft cost estimate using recent unit cost data.

### *Task 3.2 – Final PS&E Set*

PS&E set will be advanced to Final (“bid-ready”) level of completion.

#### **Deliverables:**

- Final (“bid-ready”) Plans

### *Task 4.0 – Site Development Documents and Permits*

There are two primary jurisdictions that will govern the permitting process for this project, including the Washington State Department of Ecology (Ecology), and City of Camas.

- 4.0.1 The Stormwater Pollution Prevention Plan will be provided to the City for submittal to Ecology for review and approval.
- 4.0.2 The NPDES Construction Stormwater General Permit erosion control permit application will be provided to the City for submittal to Ecology for review and approval.
- 4.0.3 Building Permit Application will be prepared by Otak and submitted to the City of Camas.

Separate permit applications will be necessary for water service and meter for the irrigation system.

Other than a small traffic calming median, it is anticipated that no public road improvements will be required.

- 4.0.4 Upon completion of the contract drawings, Otak will support the permitting process. We assume that City will pay all application and permit fees and that City will be responsible to submit the applications prepared by Otak to the appropriate jurisdictions. Otak will identify appropriate submittal contacts and requirements for City staff.

#### **Deliverables:**

- Preparation, Submittal, and Revisions to permits for approval

### *Task 5.0 – Bid Phase Assistance*

- 5.0.1 Attend pre-bid meeting and answer questions raised by prospective bidders. Prepare summary notes.

5.0.2 Respond to bidders questions in coordination with the City.

Deliverables:

- Pre-bid meeting notes.

### ***Task 6.0 – Construction Phase***

6.0.1 Attend general pre-construction meeting.

6.0.2 Review RFIs, shop drawings if any, change orders, and submittals from the Contractor.

Deliverables:

- RFI responses

### ***Task 7.0 – As-Built Drawings***

- Review and approve as-built drawings submitted by the Contractor. We assume the contractor will provide clear and accurate as-built markups prior to final acceptance.
- Submit two (2) fully-reviewed, full-size, color, and bond set of documents and one (1) electronic PDF format document to City.

Deliverables:

- As-built drawings in PDF format.

### ***Clarifications and Assumptions***

- 1) As part of the project work plan and scheduling per task, Otak will work with City to combine and consolidate as many meetings as possible.
- 2) We have assumed that revisions to the master plan will be minor in nature and that the major elements will be retained as shown in the February 2015 master plan.
- 3) It is assumed that no U.S. Army Corps of Engineers will be required as part of the park improvements. Improvements are expected to lie outside state and federal drainage ways, and natural resource areas.
- 4) The City will acquire an agreement with adjacent property owners for a public access

easement at the southwest corner of the park site in accordance with the Conditions of Approval included in the Site Plan Permit Notice of Decision dated March 31, 2015.

- 5) Electrical service connection for automated irrigation system is not included in this scope. It is assumed the contractor will provide design/build services and permitting for this connection.
- 6) The project irrigation system may require a pressure booster pump to provide sufficient operating pressure. We have expertise in these systems and can add booster pump system design to the scope of work at the City's request.
- 7) City may provide portable toilets for park users. Septic system design is not included.

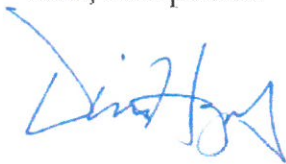
Otak proposes to perform the above scope of services on a T&M NTE \$53,244. All in-house reimbursable expenses are included. Outsourced direct costs that are not included above are in addition to the T&M amount and, when approved by the City, will be invoiced at cost plus 10 percent.

If this proposal is agreeable to you, please send us a signed copy of the attached Professional Services Agreement. We will then sign and send to you a fully executed contract.

We look forward to working with you on this project. If you have any question regarding our proposal, please don't hesitate to call.

Sincerely,

Otak, Incorporated



David Haynes, PLA  
Project Manager

Otak Project # 17418.A00

5/18/2015, 3:26 PM



# Cooper's View Park

Fee Estimate

GRI

Otak Project # 17418

<i>Task</i>	<i>Description</i>	Principal	Associate	Senior Engineer	Staff Engr.	Tech. Editor	Drafter	<i>Total Hours</i>	<i>Total Budget by Task</i>
2.2	Geotechnical Review								
2.2.1	Test Pits			1	8			9	\$940
2.2.2	Laboratory, Engineering, Report	1	2	8	6	3	2	22	\$2,825
2.2.3	Construction Document Phase			2				2	\$280
2.2.4	Cosntruction Services (3 site visits)		1	1	8			10	\$1,120
	<i>Total Hours</i>	1	3	12	22	3	2	43	
	<i>Billing Rate</i>	\$210.00	\$180.00	\$140.00	\$100.00	\$115.00	\$95.00		
	<i>Total Labor Cost</i>	\$210	\$540	\$1,680	\$2,200	\$345	\$190		\$5,165
	<i>Direct Expenses</i>								\$1,340
	<b>Project Total</b>								<b>\$6,505</b>

# Professional Services Agreement



www.otak.com

**Project**

**Client**

**Location and  
Description**

Cooper's View Park Construction Documents      **Project #** 17418.A00

Camas Parks & Recreation, Attn: Jerry Acheson

1718 SE 7<sup>th</sup> Avenue, Camas, WA 98607

City of Camas, Washington

Professional services

## Terms and Conditions

1. This Professional Services Agreement ("Agreement") is entered between Client and the Otak entity specified on the signature line below ("Otak"). Otak agrees to furnish and perform those professional services specified in the attached Scope of Services dated May 18, 2015.
2. Client agrees to compensate Otak for the professional services provided on a monthly basis based on Time and Materials, not to exceed \$53,244. The estimated fee will not be exceeded without prior written authorization. In-house direct expenses will be invoiced on a three (3%) percent of the monthly labor fees basis and are included in the contract amount and out sourced/subconsultant expenses will be invoiced on a ten (10%) percent basis. Copies of expense vouchers are not provided with the invoices.
3. Upon execution of this Agreement, Client shall pay Otak \$0.00, to be applied against the last invoice(s).
4. Only those items specifically identified in the attached scope of work are included in the estimated fees. If the project is materially changed, or if Client desires other professional services not already included in this Agreement, then additional compensation shall be paid to Otak, which shall be subject to negotiation by both parties. The terms of the Agreement apply to such additional services.
5. All invoices are payable within 30 days of receipt of such invoices. Failure to pay an invoice when due shall constitute default, and interest at 18% per annum shall be payable on all such invoices from the date such invoices become due. In the event of a default, Otak may suspend any professional services under this Agreement until such invoice is paid in full, and may terminate this Agreement as of the 30<sup>th</sup> day of default. Otak shall not be liable for any damages or costs, including, but not limited to, direct, indirect, incidental, consequential, or exemplary damages, suffered by Client, his subcontractors, agents, employees, and assigns as a result of any suspension or termination. In the event of a suspension, Otak may, in its discretion, require an additional deposit in an amount equal to any amount Client has failed to pay as a condition for resuming performance. Any such deposit will apply as set forth in Paragraph 3 of this Agreement.
6. Client agrees to pay the costs and reasonable attorney's fees and disbursements incurred by Otak in connection with Client's failure to pay in accordance with the provisions of this Agreement, whether or not Otak commences a legal action. The parties agree that in the event action or suit is commenced related to the subject matter of this Agreement, or in the event of any breach of this Agreement, the prevailing party shall have and recover reasonable attorney fees, both at trial and on appeal, together with all other costs and disbursement allowed by law.
7. Either party shall have the right to terminate this Agreement at any time giving 10 calendar days written notice. In the event this Agreement is terminated by the Client, payment to Otak will be made based on work performed in accordance with the scope of services up to the date of termination, plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. In the event this Agreement is terminated by Otak, payment to Otak will become due upon delivery of all products completed in whole or in part for services performed, through the date of termination.
8. To the fullest extent permitted by law, this Agreement shall be construed according to the laws of the State of Washington. Any litigation between Otak and Client arising under this Agreement or out of work performed under this Agreement shall occur, if in the state court, in Clark County, and if in the federal courts, in the United States District Court for the Western District of Washington in the Tacoma Division. Client hereby irrevocably and unconditionally submits to the jurisdiction of the state and federal courts located in Clark County, Washington. Unless the Project is in the state of Washington, the terms of this paragraph shall not apply to any lien foreclosure proceedings instituted by Otak in the appropriate court where the Project is located.

As a condition precedent to arbitration or litigation, any claim arising out of or related to this Agreement shall be subject to mediation before a mediator as agreed by the parties, or in the absence of agreement, in accordance with the current

Construction Industry Mediation Rules of the American Arbitration Association. The mediator's fee and filing fees shall be shared equally by the parties. The parties shall use their best efforts in good faith to resolve disputes in mediation.

9. If the project is idle more than 60 days, the estimated fees and scope of work will be reassessed. A revised estimate of fees and scope of work will be submitted for approval if such need arises.
10. All original documents prepared by Otak in performance of this Agreement, including, but not limited to, original maps, plans, drawings, electronic media, and specifications, are the property of Otak, and Otak retains all applicable rights in such documents, including, but not limited to copyrights, unless otherwise agreed in writing. All original and quality reproducible record copies, excluding electronic media unless otherwise agreed to in writing, of such documents shall be provided to Client, at Client's expense, upon request. Any such documents and copies thereof are for use only in connection with this project, and Client shall not use those documents or copies for other projects or for future additions to this project, unless otherwise agreed in writing.
11. Otak will perform or furnish all professional services under this Agreement employing the standard of care used by members of Otak's profession practicing under similar circumstances at the same time and in the same locality. Otak makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
12. To the fullest extent permitted by law, the following applies to Otak and Client:

Client shall defend, indemnify, and hold harmless Otak and its related companies, and their respective representatives, officers, directors, shareholders, principals, agents, employees, and subcontractors from and against all claims including damages, losses, expenses and reasonable attorney fees and costs, arising out of or relating to the following: (a) development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Client and/or its principals, agents, employees, representatives, and subcontractors; (b) Client's use of documents prepared by Otak for projects other than the project which is the subject of this Agreement, without Otak's involvement or written consent; (c) existence of hazardous substances at or adjacent to the project; and (d) any certificate in connection with the project executed by Otak at the request of a governmental entity, lender or other third party, except to the extent claims arising from such certificate are the result of the negligence or intentional misconduct of Otak.

Otak shall defend, indemnify and hold harmless Client and its respective representatives, officers, directors, shareholders, principals, agents and employees from and against all claims made by third parties including damages, losses, expenses, and reasonable attorney fees and costs arising out of or relating to the development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Otak, and/or its principals, agents, employees, representatives, or subcontractors in performing its and/or their services as provided in the scope of services per paragraph 1.

In no event shall Otak be liable for special, indirect, or consequential damages, including, but not limited to, loss of use of equipment or facility, lost profits, etc. The limits of liability throughout this Agreement will apply whether the liability of Otak arises under breach of contract or warranty; tort, including negligence; professional negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence and shall apply to Otak's related companies and its and their officers, directors, shareholders, employees and subcontractors.

Notwithstanding anything to the contrary herein, no shareholder, principal, member, officer, director, partner, employee or other representative of Otak shall have any personal liability to Client, or any other party arising out of or relating to this Agreement.

13. Otak shall be free from any liability for delay or failure to provide the services under this Agreement which arise from any acts of God or any acts outside of Otak's control and without its fault or negligence. Such causes include without limitation: strikes, lockouts, or labor troubles of any kind, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, any act or default of a carrier. In such a situation, if the services contemplated by this Agreement are not provided during the period contracted for, Client shall accept the services and pay for the same when provided so long as a mutually acceptable revision is made to the scope of services and compensation.
14. Due to the potential for modification of information set forth in electronic data transfer, Otak has retained copies of the transmitted data with file name, size, date and time. If the received data is modified, Otak requires the Client and/or Client's authorized recipient to remove all indication of Otak's ownership and/or involvement from such modified data.

Unless otherwise agreed to in writing, Client and/or Client's authorized recipient shall be responsible for determining the compatibility of Otak's data with Client and/or Client's authorized recipient's software and for the interception and elimination of any computer virus. Otak makes no warranty of data compatibility with Client and/or Client's authorized recipient's software.

Distribution of the electronic data to others by Client and/or Client's authorized recipient, whether or not electronic data is modified, is prohibited without the express written consent of Otak.

To the fullest extent permitted by law, Otak shall not be liable for any damages, including without limitation, direct, indirect, incidental, or consequential damages to any party resulting from the following: (a) the use of electronic data which is modified by any party other than Otak; (b) either the incompatibility of Client and/or Client's authorized recipient's software with Otak data or the existence of any computer virus which is transmitted with Otak's data; or (c) the unauthorized use of Otak's electronic data.

To the fullest extent permitted by law, Client and Client's authorized recipient agree to defend, indemnify and hold harmless Otak, its related companies and its and their principals, officers, directors, shareholders, agents, employees and subcontractors from and against any claims arising out of the unauthorized use or modification of Otak's electronic data.

All electronically transferred data from Otak will contain Paragraph 14. It is expressly understood and agreed that any use of the electronic data is conditioned upon the acceptance of the terms stated in Paragraph 14. Client and/or Client's authorized recipient agrees to be bound by these terms.

15. Otak shall have no responsibility for, or control over, the safety precautions employed by others in the development or construction of this project, nor shall Otak have responsibility for, or control over, the manner, methods, and techniques employed by others in any development or construction relating to this project unless otherwise agreed in writing.
16. To the extent Otak's duties under this Agreement include project site observation and/or visitation, Otak will visit the site at intervals appropriate to become generally familiar with the quality and progress of the project. Otak shall not be required to make continuous or exhaustive inspections to check the quality or quantity of the work being done on the project, unless otherwise agreed in writing.
17. Any causes of action between the parties to this Agreement arising out of any damages or losses caused by the negligent performance of, or failure to perform under, this Agreement, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of substantial completion of the project.
18. Otak has no fiduciary responsibility to Client. Nothing in this Agreement shall be construed to create contractual obligations between Otak and any third parties, including, but not limited to, Client's consultants, contractors, and clients.
19. The parties hereto each bind themselves, their partners, successors, assigns, and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the contract as a whole without written consent of the other.
20. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understandings between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties. The term "Agreement" as used herein includes this document (entitled "Professional Services Agreement"), and Scope of Services dated May 18, 2015 attached hereto.
21. Except to the extent of its gross negligence or willful misconduct, Otak has no liability or responsibility for any hazardous material handling, dispensation, mitigation or otherwise.

This Agreement entered into this \_\_\_\_\_ day of May, 2015.

**Otak, Inc.**

**City of Camas, Washington**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax ID No. or SS #: \_\_\_\_\_

CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: ELEVEN - FINAL PAY PERIOD: 5/1/2015 Through 5/31/2015  ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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
SCHEDULE A: ROAD AND STORM											
A1	Roadway Surveying	LS	1.00	\$33,350.00	\$33,350.00	1.00	\$33,350.00	0.00	\$0.00	1.00	\$33,350.00
A2	SPCC Plan	LS	1.00	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00	1.00	\$300.00
A3	Mobilization	LS	1.00	\$190,000.00	\$190,000.00	1.00	\$190,000.00	0.00	\$0.00	1.00	\$190,000.00
A4	Traffic Control Supervisor	LS	1.00	\$10,500.00	\$10,500.00	1.00	\$10,500.00	0.00	\$0.00	1.00	\$10,500.00
A5	Flaggers and Spotters	HR	1,680.00	\$50.00	\$84,000.00	4,003.50	\$200,175.00	156.50	\$7,825.00	4160.00	\$208,000.00
A6	Other Traffic Control Labor	HR	80.00	\$50.00	\$4,000.00	424.00	\$21,200.00	0.00	\$0.00	424.00	\$21,200.00
A7	Other Temporary Traffic Control	LS	1.00	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00
A8	Portable Changeable Message Sign	HR	9,400.00	\$3.00	\$28,200.00	9,168.00	\$27,504.00	0.00	\$0.00	9168.00	\$27,504.00
A9	Construction Sign Class A	SF	110.00	\$20.00	\$2,200.00	186.00	\$3,720.00	18.00	\$360.00	204.00	\$4,080.00
A10	Clearing and Grubbing	AC	7.00	\$7,500.00	\$52,500.00	7.00	\$52,500.00	0.00	\$0.00	7.00	\$52,500.00
A11	Removal of Structures and Obstructions	LS	1.00	\$7,500.00	\$7,500.00	1.00	\$7,500.00	0.00	\$0.00	1.00	\$7,500.00
A12	Sawcutting Asphalt Pavement	LF	4,225.00	\$1.00	\$4,225.00	4,225.00	\$4,225.00	0.00	\$0.00	4225.00	\$4,225.00
A13	Roadway Excavation, Incl. Haul	CY	8,600.00	\$14.35	\$123,410.00	10,519.00	\$150,947.65	0.00	\$0.00	10519.00	\$150,947.65
A14	Gravel Borrow, Incl. Haul	CY	2,550.00	\$22.32	\$56,916.00	2,920.00	\$65,174.40	0.00	\$0.00	2920.00	\$65,174.40
A15	Embankment Compaction	CY	7,150.00	\$6.50	\$46,475.00	9,000.00	\$58,500.00	0.00	\$0.00	9000.00	\$58,500.00
A16	Unsuitable Foundation Excavation, Incl. Haul	CY	100.00	\$20.00	\$2,000.00	1,850.00	\$37,000.00	0.00	\$0.00	1850.00	\$37,000.00
A17	Structure Excavation Class A, Incl. Haul	CY	75.00	\$27.00	\$2,025.00	75.00	\$2,025.00	0.00	\$0.00	75.00	\$2,025.00
A18	Gravel Backfill for Wall	CY	90.00	\$50.00	\$4,500.00	90.00	\$4,500.00	0.00	\$0.00	90.00	\$4,500.00
A19	Crushed Surfacing Base Course, 1 1/4" (-) C.S.B.C.	CY	6,065.00	\$36.00	\$218,340.00	8,476.00	\$305,136.00	0.00	\$0.00	8476.00	\$305,136.00
A20	Planing Bituminous Pavement	SY	3,460.00	\$3.00	\$10,380.00	1,766.00	\$5,298.00	0.00	\$0.00	1766.00	\$5,298.00
A21	HMA Cl. 1/2" PG 64-22	TN	5,500.00	\$70.00	\$385,000.00	5,495.97	\$384,717.90	0.00	\$0.00	5495.97	\$384,717.90
A22	HMA for Approach, Cl. 1/2" PG 64-22	TN	80.00	\$200.00	\$16,000.00	93.27	\$18,654.00	0.00	\$0.00	93.27	\$18,654.00
A23	Structural Earth Wall	SF	1,450.00	\$20.00	\$29,000.00	1,450.00	\$29,000.00	0.00	\$0.00	1450.00	\$29,000.00
A24	Testing Storm Sewer Pipe	LF	7,165.00	\$2.00	\$14,330.00	7,165.00	\$14,330.00	0.00	\$0.00	7165.00	\$14,330.00
A25	Corrugated Polyethylene Storm Sewer Pipe, 6" Dia.	LF	40.00	\$85.00	\$3,400.00	154.00	\$13,090.00	0.00	\$0.00	154.00	\$13,090.00
A26	Corrugated Polyethylene Storm Sewer Pipe, 10" Dia.	LF	228.00	\$58.00	\$13,224.00	228.00	\$13,224.00	0.00	\$0.00	228.00	\$13,224.00
A27	Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	1,693.00	\$50.00	\$84,650.00	1,693.00	\$84,650.00	0.00	\$0.00	1693.00	\$84,650.00
A28	Corrugated Polyethylene Storm Sewer Pipe, 15" Dia.	LF	991.00	\$42.00	\$41,622.00	991.00	\$41,622.00	0.00	\$0.00	991.00	\$41,622.00
A29	Corrugated Polyethylene Storm Sewer Pipe, 18" Dia.	LF	784.00	\$65.00	\$50,960.00	784.00	\$50,960.00	0.00	\$0.00	784.00	\$50,960.00
A30	Corrugated Polyethylene Storm Sewer Pipe, 21" Dia.	LF	191.00	\$70.00	\$13,370.00	191.00	\$13,370.00	0.00	\$0.00	191.00	\$13,370.00
A31	Corrugated Polyethylene Storm Sewer Pipe, 24" Dia.	LF	641.00	\$80.00	\$51,280.00	641.00	\$51,280.00	0.00	\$0.00	641.00	\$51,280.00
A32	Corrugated Polyethylene Storm Sewer Pipe, 60" Dia., Detention System	LF	2,400.00	\$310.00	\$744,000.00	2,400.00	\$744,000.00	0.00	\$0.00	2400.00	\$744,000.00
A33	Polyvinyl Chloride (PVC) C-905 Storm Sewer Pipe, 20" Dia.	LF	345.00	\$80.00	\$27,600.00	345.00	\$27,600.00	0.00	\$0.00	345.00	\$27,600.00
A34	Polyvinyl Chloride (PVC) C-905 Storm Sewer Pipe, 24" Dia.	LF	80.00	\$105.00	\$8,400.00	80.00	\$8,400.00	0.00	\$0.00	80.00	\$8,400.00



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CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: ELEVEN - FINAL PAY PERIOD: 5/1/2015 Through 5/31/2015  ORIGINAL CONTRACT AMOUNT:       \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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A35	Manhole 48" Dia. Type 1	EA	6.00	\$3,000.00	\$18,000.00	6.00	\$18,000.00	0.00	\$0.00	6.00	\$18,000.00
A36	Manhole 48" Dia. Type 3	EA	12.00	\$2,690.00	\$32,280.00	12.00	\$32,280.00	0.00	\$0.00	12.00	\$32,280.00
A37	Manhole 54" Dia. Type 1	EA	2.00	\$4,000.00	\$8,000.00	2.00	\$8,000.00	0.00	\$0.00	2.00	\$8,000.00
A38	Manhole 54" Dia. Type 3	EA	2.00	\$3,700.00	\$7,400.00	2.00	\$7,400.00	0.00	\$0.00	2.00	\$7,400.00
A39	Manhole 54" Dia. Type 1 - Flow Control	EA	1.00	\$6,400.00	\$6,400.00	1.00	\$6,400.00	0.00	\$0.00	1.00	\$6,400.00
A40	Riser, 36" Dia.	EA	7.00	\$6,920.00	\$48,440.00	7.00	\$48,440.00	0.00	\$0.00	7.00	\$48,440.00
A41	Catch Basin, Type 1	EA	2.00	\$1,600.00	\$3,200.00	2.00	\$3,200.00	0.00	\$0.00	2.00	\$3,200.00
A42	Catch Basin, Type 2	EA	14.00	\$1,650.00	\$23,100.00	14.00	\$23,100.00	0.00	\$0.00	14.00	\$23,100.00
A43	Ditch Inlet	EA	1.00	\$1,765.00	\$1,765.00	1.00	\$1,765.00	0.00	\$0.00	1.00	\$1,765.00
A44	Oversized Ditch Inlet	EA	2.00	\$2,150.00	\$4,300.00	2.00	\$4,300.00	0.00	\$0.00	2.00	\$4,300.00
A45	Area Drain, 18 Inch Basin	EA	4.00	\$3,000.00	\$12,000.00	4.00	\$12,000.00	0.00	\$0.00	4.00	\$12,000.00
A46	Area Drain, 24 Inch Basin	EA	7.00	\$3,000.00	\$21,000.00	8.00	\$24,000.00	0.00	\$0.00	8.00	\$24,000.00
A47	Joint Trench	LF	355.00	\$36.00	\$12,780.00	355.00	\$12,780.00	0.00	\$0.00	355.00	\$12,780.00
A48	Shoring, Trench Safety System (\$1.00 min./LF)	LF	7,165.00	\$2.00	\$14,330.00	7,165.00	\$14,330.00	0.00	\$0.00	7165.00	\$14,330.00
A49	Kristar Vault 7'x12' 10 Cartridges	EA	1.00	\$38,000.00	\$38,000.00	1.00	\$38,000.00	0.00	\$0.00	1.00	\$38,000.00
A50	Kristar Vault 9'x16' 23 Cartridges	EA	1.00	\$41,000.00	\$41,000.00	1.00	\$41,000.00	0.00	\$0.00	1.00	\$41,000.00
A51	ESC Lead	DAY	140.00	\$32.00	\$4,480.00	140.00	\$4,480.00	0.00	\$0.00	140.00	\$4,480.00
A52	Seeding, Fertilizing, Mulching	AC	1.00	\$12,000.00	\$12,000.00	2.21	\$26,520.00	0.00	\$0.00	2.21	\$26,520.00
A53	High Visibility Fence	LF	1,175.00	\$2.00	\$2,350.00	1,739.00	\$3,478.00	0.00	\$0.00	1739.00	\$3,478.00
A54	Erosion Control	LS	1.00	\$32,250.00	\$32,250.00	1.00	\$32,250.00	0.00	\$0.00	1.00	\$32,250.00
A55	Pipe Outfalls	EA	5.00	\$300.00	\$1,500.00	5.00	\$1,500.00	0.00	\$0.00	5.00	\$1,500.00
A56	Compost Mulch	CY	450.00	\$44.50	\$20,025.00	450.00	\$20,025.00	0.00	\$0.00	450.00	\$20,025.00
A57	Top Soil Type A	CY	1,360.00	\$20.00	\$27,200.00	1,360.00	\$27,200.00	0.00	\$0.00	1360.00	\$27,200.00
A58	Root Barrier	LF	7,640.00	\$9.45	\$72,198.00	7,640.00	\$72,198.00	0.00	\$0.00	7640.00	\$72,198.00
A59	PSIPE - Acer platanoides 'Crimson Sentry', 3" Cal.	EA	27.00	\$360.00	\$9,720.00	27.00	\$9,720.00	5.00	\$1,800.00	32.00	\$11,520.00
A60	PSIPE - Amelanchier laevis 'Autumn Brilliance, 2" Cal.	EA	42.00	\$306.00	\$12,852.00	42.00	\$12,852.00	1.00	\$306.00	43.00	\$13,158.00
A61	PSIPE - Carpinus caroliniana, 3" Cal.	EA	59.00	\$360.00	\$21,240.00	59.00	\$21,240.00	3.00	\$1,080.00	62.00	\$22,320.00
A62	PSIPE - Fraxinus pennsylvanica 'Summit', 3" Cal.	EA	12.00	\$360.00	\$4,320.00	12.00	\$4,320.00	0.00	\$0.00	12.00	\$4,320.00
A63	PSIPE - Prunus serrulata 'Amagawa', 2" Cal.	EA	35.00	\$306.00	\$10,710.00	35.00	\$10,710.00	0.00	\$0.00	35.00	\$10,710.00
A64	PSIPE - Tilia cordata, 3" Cal.	EA	70.00	\$360.00	\$25,200.00	70.00	\$25,200.00	0.00	\$0.00	70.00	\$25,200.00
A65	PSIPE - Euonymus alata 'Pipzam', 3 Gal.	EA	17.00	\$28.00	\$476.00	17.00	\$476.00	0.00	\$0.00	17.00	\$476.00
A66	PSIPE - Mahonia aquifolium 'Compacta', 3 Gal.	EA	260.00	\$28.00	\$7,280.00	260.00	\$7,280.00	0.00	\$0.00	260.00	\$7,280.00
A67	PSIPE - Rosa Gymnacarpa, 3 Gal.	EA	247.00	\$28.00	\$6,916.00	247.00	\$6,916.00	0.00	\$0.00	247.00	\$6,916.00
A68	PSIPE - Symphoricarpos albus, 3 Gal.	EA	254.00	\$28.00	\$7,112.00	254.00	\$7,112.00	0.00	\$0.00	254.00	\$7,112.00
A69	PSIPE - Spiraea x bumalda 'Gold Flame', 3 Gal.	EA	229.00	\$28.00	\$6,412.00	229.00	\$6,412.00	0.00	\$0.00	229.00	\$6,412.00
A70	PSIPE - Ajuga repans, 4" Pot	EA	4,925.00	\$5.60	\$27,580.00	4,925.00	\$27,580.00	0.00	\$0.00	4925.00	\$27,580.00
A71	PSIPE - Arctostaphylos uvi-ursa, 4" Pot	EA	3,025.00	\$5.60	\$16,940.00	3,025.00	\$16,940.00	0.00	\$0.00	3025.00	\$16,940.00

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A72	PSIPE - Berberis thunbergii 'Crimson Pygmy', 1 Gal.	EA	161.00	\$11.00	\$1,771.00	161.00	\$1,771.00	0.00	\$0.00	161.00	\$1,771.00
A73	PSIPE - Fragaria chiloensis, 4" Pot	EA	267.00	\$5.60	\$1,495.20	267.00	\$1,495.20	0.00	\$0.00	267.00	\$1,495.20
A74	PSIPE - Juniperous horizontalis 'Waukegan', 1 Gal.	EA	549.00	\$11.00	\$6,039.00	549.00	\$6,039.00	0.00	\$0.00	549.00	\$6,039.00
A75	PSIPE - 2nd Year	LS	1.00	\$9,450.00	\$9,450.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A76	Irrigation System	LS	1.00	\$72,285.00	\$72,285.00	1.00	\$72,285.00	0.00	\$0.00	1.00	\$72,285.00
A77	Cement Concrete Traffic Curb and Gutter	LF	7,225.00	\$7.50	\$54,187.50	7,225.00	\$54,187.50	0.00	\$0.00	7225.00	\$54,187.50
A78	Cement Concrete Traffic Curb	LF	1,275.00	\$10.00	\$12,750.00	1,275.00	\$12,750.00	0.00	\$0.00	1275.00	\$12,750.00
A79	Cement Concrete Curb, Thickened	LF	35.00	\$42.00	\$1,470.00	35.00	\$1,470.00	0.00	\$0.00	35.00	\$1,470.00
A80	Decommission Existing Well	EA	3.00	\$925.00	\$2,775.00	3.00	\$2,775.00	0.00	\$0.00	3.00	\$2,775.00
A81	Cement Concrete Driveway Entrance	SY	235.00	\$67.00	\$15,745.00	235.00	\$15,745.00	0.00	\$0.00	235.00	\$15,745.00
A82	Chain Link Fence (42" Black Coated Vinyl)	LF	505.00	\$28.00	\$14,140.00	510.00	\$14,280.00	0.00	\$0.00	510.00	\$14,280.00
A83	Cement Concrete Sidewalk	SY	4,175.00	\$33.00	\$137,775.00	4,091.59	\$135,022.47	15.30	\$504.90	4106.89	\$135,527.37
A84	Cement Concrete Curb Ramp, Parallel	EA	5.00	\$1,670.00	\$8,350.00	5.00	\$8,350.00	0.00	\$0.00	5.00	\$8,350.00
A85	Cement Concrete Curb Ramp, Single Direction	EA	2.00	\$1,670.00	\$3,340.00	2.00	\$3,340.00	0.00	\$0.00	2.00	\$3,340.00
A86	Paint Line	LF	8,027.00	\$0.19	\$1,525.13	8,027.00	\$1,525.13	0.00	\$0.00	8027.00	\$1,525.13
A87	Painted Wide Lane Line	LF	10,370.00	\$0.29	\$3,007.30	10,370.00	\$3,007.30	0.00	\$0.00	10370.00	\$3,007.30
A88	Plastic Traffic Arrow	EA	23.00	\$133.00	\$3,059.00	23.00	\$3,059.00	0.00	\$0.00	23.00	\$3,059.00
A89	Plastic Crosswalk Line	SF	1,460.00	\$5.00	\$7,300.00	1,460.00	\$7,300.00	0.00	\$0.00	1460.00	\$7,300.00
A90	Plastic Stop Line	LF	215.00	\$7.00	\$1,505.00	215.00	\$1,505.00	0.00	\$0.00	215.00	\$1,505.00
A91	Plastic Bicycle Lane Symbol	EA	13.00	\$306.00	\$3,978.00	13.00	\$3,978.00	0.00	\$0.00	13.00	\$3,978.00
A92	Raised Pavement Marker Type 2	Hund.	2.00	\$445.00	\$890.00	2.00	\$890.00	0.00	\$0.00	2.00	\$890.00
A93	Permanent Signing	LS	1.00	\$27,800.00	\$27,800.00	1.00	\$27,800.00	0.00	\$0.00	1.00	\$27,800.00
A94	Illumination System	LS	1.00	\$95,000.00	\$95,000.00	1.00	\$95,000.00	0.00	\$0.00	1.00	\$95,000.00
A95	Traffic Signal System - Friberg St/Goodwin Rd	LS	1.00	\$196,340.00	\$196,340.00	1.00	\$196,340.00	0.00	\$0.00	1.00	\$196,340.00
A96	Traffic Signal System - Friberg St/1st St (Loop Replacement)	LS	1.00	\$2,500.00	\$2,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A97	ITS (Interconnect)	LS	1.00	\$10,565.00	\$10,565.00	1.00	\$10,565.00	0.00	\$0.00	1.00	\$10,565.00
A98	Field Office Building	LS	1.00	\$7,000.00	\$7,000.00	1.00	\$7,000.00	0.00	\$0.00	1.00	\$7,000.00
A99	Project Documentation (\$25,000 Minimum Bid)	LS	1.00	\$25,000.00	\$25,000.00	0.00	\$0.00	1.00	\$25,000.00	1.00	\$25,000.00

SCHEDULE A SUBTOTAL (NON-TAXABLE)	\$3,714,955.13	\$4,004,836.55	\$36,875.90	\$4,041,712.45
Retainage (5%) - N/A Retainage Bond Posted				
SCHEDULE A TOTAL	\$3,714,955.13	\$4,004,836.55	\$36,875.90	\$4,041,712.45

CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: ELEVEN - FINAL PAY PERIOD: 5/1/2015 Through 5/31/2015  ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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
SCHEDULE B: WATER AND SANITARY (TAXABLE ITEMS)											
B1	D.I. Pipe for Watermain Pipe, 8 In. Dia.	LF	235.00	\$79.00	\$18,565.00	235.00	\$18,565.00	0.00	\$0.00	235.00	\$18,565.00
B2	D.I. Pipe for Watermain Pipe, 12 In. Dia.	LF	34.00	\$120.00	\$4,080.00	34.00	\$4,080.00	0.00	\$0.00	34.00	\$4,080.00
B3	Shoring, Trench Safety System (\$1.00 min./LF)	LF	269.00	\$2.00	\$538.00	269.00	\$538.00	0.00	\$0.00	269.00	\$538.00
B4	Adjust Valve Box, Assembly No. 400	EA	9.00	\$30.00	\$270.00	9.00	\$270.00	0.00	\$0.00	9.00	\$270.00
B5	Relocate AARV Assembly, Assembly No. 401	EA	1.00	\$935.00	\$935.00	1.00	\$935.00	0.00	\$0.00	1.00	\$935.00
B6	Relocate Fire Hydrant, Valve and Fittings, Assembly No. 402	EA	2.00	\$770.00	\$1,540.00	2.00	\$1,540.00	0.00	\$0.00	2.00	\$1,540.00
B7	Cut, Connect and Fittings, Assembly No. 403	EA	1.00	\$325.00	\$325.00	1.00	\$325.00	0.00	\$0.00	1.00	\$325.00
B8	Connect, Valve and Fittings, Assembly No. 404	EA	1.00	\$3,555.00	\$3,555.00	1.00	\$3,555.00	0.00	\$0.00	1.00	\$3,555.00
B9	Connect, Valve and Fittings, Assembly No. 405	EA	1.00	\$2,805.00	\$2,805.00	1.00	\$2,805.00	0.00	\$0.00	1.00	\$2,805.00
B10	Connect, Valve and Fittings, Assembly No. 406	EA	3.00	\$3,545.00	\$10,635.00	3.00	\$10,635.00	0.00	\$0.00	3.00	\$10,635.00
B11	Water Service, Assembly No. 407	EA	1.00	\$1,130.00	\$1,130.00	1.00	\$1,130.00	0.00	\$0.00	1.00	\$1,130.00
B12	Adjust AARV Assembly, Assembly No. 408	EA	1.00	\$55.00	\$55.00	1.00	\$55.00	0.00	\$0.00	1.00	\$55.00
B13	Adjust Meter Box, Assembly No. 409	EA	1.00	\$55.00	\$55.00	1.00	\$55.00	0.00	\$0.00	1.00	\$55.00
B14	Adjust Irrigation Valve Box, Assembly No. 410	EA	1.00	\$55.00	\$55.00	1.00	\$55.00	0.00	\$0.00	1.00	\$55.00
B15	Relocate Water Service, Assembly No. 411	EA	1.00	\$645.00	\$645.00	1.00	\$645.00	0.00	\$0.00	1.00	\$645.00
B16	Fire Hydrant Assembly, Assembly No. 412	EA	3.00	\$3,800.00	\$11,400.00	3.00	\$11,400.00	0.00	\$0.00	3.00	\$11,400.00
B17	Relocate Fire Hydrant, Valve and Fittings, Assembly No. 413	EA	1.00	\$5,850.00	\$5,850.00	1.00	\$5,850.00	0.00	\$0.00	1.00	\$5,850.00
B18	Cut, Connect, Pipe and Fittings, Assembly No. 414	EA	1.00	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00
B19	Cut, Connect and Fittings, Assembly No. 415	EA	2.00	\$325.00	\$650.00	2.00	\$650.00	0.00	\$0.00	2.00	\$650.00
B20	PVC Pressure Sanitary Sewer Pipe, 8 In. Dia.	LF	2,950.00	\$43.00	\$126,850.00	2,950.00	\$126,850.00	0.00	\$0.00	2950.00	\$126,850.00
B21	PVC Pressure Sanitary Sewer Pipe, 6 In. Dia.	LF	55.00	\$41.00	\$2,255.00	55.00	\$2,255.00	0.00	\$0.00	55.00	\$2,255.00
B22	PVC Pressure Sanitary Sewer Pipe, 4 In. Dia.	LF	1,155.00	\$36.00	\$41,580.00	1,155.00	\$41,580.00	0.00	\$0.00	1155.00	\$41,580.00
B23	Shoring, Trench Safety System (\$1.00 min./LF)	LF	4,160.00	\$1.00	\$4,160.00	4,160.00	\$4,160.00	0.00	\$0.00	4160.00	\$4,160.00
B24	Plug Valve, 10 In.	EA	3.00	\$3,835.00	\$11,505.00	3.00	\$11,505.00	0.00	\$0.00	3.00	\$11,505.00
B25	Plug Valve, 6 In.	EA	2.00	\$3,770.00	\$7,540.00	2.00	\$7,540.00	0.00	\$0.00	2.00	\$7,540.00
B26	Plug Valve, 4 In.	EA	7.00	\$855.00	\$5,985.00	7.00	\$5,985.00	0.00	\$0.00	7.00	\$5,985.00
B27	12 In. Sewer Fittings	EA	1.00	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00	1.00	\$500.00
B28	8 In. Sewer Fittings	EA	10.00	\$375.00	\$3,750.00	10.00	\$3,750.00	0.00	\$0.00	10.00	\$3,750.00
B29	6 In. Sewer Fittings	EA	1.00	\$120.00	\$120.00	1.00	\$120.00	0.00	\$0.00	1.00	\$120.00
B30	4 In. Sewer Fittings	EA	10.00	\$140.00	\$1,400.00	10.00	\$1,400.00	0.00	\$0.00	10.00	\$1,400.00
B31	Adjust Sewer Cleanout or Valve Box	EA	3.00	\$55.00	\$165.00	3.00	\$165.00	0.00	\$0.00	3.00	\$165.00
B32	AARV Assembly including Manifold and Soil Filter	EA	2.00	\$2,600.00	\$5,200.00	2.00	\$5,200.00	0.00	\$0.00	2.00	\$5,200.00
B33	Testing Pressure Sewer Pipe	LF	4,160.00	\$1.50	\$6,240.00	5,193.00	\$7,789.50	0.00	\$0.00	5193.00	\$7,789.50
B34	Sewer Cleanout	EA	1.00	\$1,100.00	\$1,100.00	1.00	\$1,100.00	0.00	\$0.00	1.00	\$1,100.00
SCHEDULE B SUBTOTAL					\$284,438.00		\$285,987.50		\$0.00		\$285,987.50
Sales Tax (8.4%):					\$23,892.79		\$24,022.95		\$0.00		\$24,022.95
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE B TOTAL					\$308,330.79		\$310,010.45		\$0.00		\$310,010.45



CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: ELEVEN - FINAL PAY PERIOD: 5/1/2015 Through 5/31/2015  ORIGINAL CONTRACT AMOUNT:       \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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
SCHEDULE C: GRASS VALLEY WETLAND MITIGATION											
C1	Clearing and Grubbing	AC	0.50	\$4,000.00	\$2,000.00	0.50	\$2,000.00	0.00	\$0.00	0.50	\$2,000.00
C2	High Visibility Fence	LF	1,905.00	\$2.00	\$3,810.00	1,905.00	\$3,810.00	0.00	\$0.00	1905.00	\$3,810.00
C3	Seeding, Fertilizing, Mulching	AC	0.50	\$12,000.00	\$6,000.00	0.50	\$6,000.00	0.00	\$0.00	0.50	\$6,000.00
C4	Compost Stock	LF	390.00	\$8.00	\$3,120.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C5	Temporary Haul Road	LS	1.00	\$5,200.00	\$5,200.00	1.00	\$5,200.00	0.00	\$0.00	1.00	\$5,200.00
C6	Invasive Species Removal	LS	1.00	\$5,000.00	\$5,000.00	1.00	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
C7	PSIPE - Oregon Ash, 2-4'T Bare Root	EA	70.00	\$4.50	\$315.00	70.00	\$315.00	0.00	\$0.00	70.00	\$315.00
C8	PSIPE - Red Alder 2-4'T Bare Root	EA	40.00	\$4.50	\$180.00	40.00	\$180.00	0.00	\$0.00	40.00	\$180.00
C9	PSIPE - Black Cottonwood 2-4'T Bare Root	EA	10.00	\$4.50	\$45.00	10.00	\$45.00	0.00	\$0.00	10.00	\$45.00
C10	PSIPE - Cascara 2-4'T Bare Root	EA	14.00	\$4.50	\$63.00	14.00	\$63.00	0.00	\$0.00	14.00	\$63.00
C11	PSIPE - Western Crab Apple 2-4'T Bare Root	EA	10.00	\$4.50	\$45.00	10.00	\$45.00	0.00	\$0.00	10.00	\$45.00
C12	PSIPE - Nootka Rose 2-4'T Bare Root	EA	150.00	\$4.50	\$675.00	150.00	\$675.00	0.00	\$0.00	150.00	\$675.00
C13	PSIPE - Pacific Ninebark 2-4'T Bare Root	EA	100.00	\$4.50	\$450.00	100.00	\$450.00	0.00	\$0.00	100.00	\$450.00
C14	PSIPE - Black Hawthorn 2-4'T Bare Root	EA	144.00	\$4.50	\$648.00	144.00	\$648.00	0.00	\$0.00	144.00	\$648.00
C15	PSIPE - Vine Maple 2-4'T Bare Root	EA	44.00	\$4.50	\$198.00	44.00	\$198.00	0.00	\$0.00	44.00	\$198.00
C16	PSIPE - Red Osier Dogwood, Live Stake	EA	250.00	\$3.50	\$875.00	250.00	\$875.00	0.00	\$0.00	250.00	\$875.00
C17	PSIPE - Sitka Willow, Live Stake	EA	50.00	\$3.50	\$175.00	50.00	\$175.00	0.00	\$0.00	50.00	\$175.00
C18	PSIPE - Red Elderberry, 2-4'T Bare Root	EA	74.00	\$4.50	\$333.00	74.00	\$333.00	0.00	\$0.00	74.00	\$333.00
C19	PSIPE - Black Twinberry, 2-4'T Bare Root	EA	74.00	\$4.50	\$333.00	74.00	\$333.00	0.00	\$0.00	74.00	\$333.00
C20	PSIPE - Scouler Willow, Live Stake	EA	150.00	\$3.50	\$525.00	150.00	\$525.00	0.00	\$0.00	150.00	\$525.00
C21	Wildlife Snag	EA	2.00	\$650.00	\$1,300.00	2.00	\$1,300.00	0.00	\$0.00	2.00	\$1,300.00
C22	Habitat Logs	EA	2.00	\$550.00	\$1,100.00	2.00	\$1,100.00	0.00	\$0.00	2.00	\$1,100.00
C23	Brush Piles	EA	3.00	\$450.00	\$1,350.00	3.00	\$1,350.00	0.00	\$0.00	3.00	\$1,350.00
C24	PSIPE 2nd Year	LS	1.00	\$6,675.00	\$6,675.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C25	Irrigation System	LS	1.00	\$16,680.00	\$16,680.00	1.00	\$16,680.00	0.00	\$0.00	1.00	\$16,680.00
C26	Wetland Mitigation Excavation and Haul	CY	1,550.00	\$13.00	\$20,150.00	2,046.00	\$26,598.00	0.00	\$0.00	2046.00	\$26,598.00
C27	Wetland Mitigation Topsoil Placement (Topsoil Type B)	CY	410.00	\$4.00	\$1,640.00	410.00	\$1,640.00	0.00	\$0.00	410.00	\$1,640.00
SCHEDULE C TOTAL (NON-TAXABLE)					\$78,885.00		\$75,538.00		\$0.00		\$75,538.00
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE C TOTAL					\$78,885.00		\$75,538.00		\$0.00		\$75,538.00

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CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: ELEVEN - FINAL PAY PERIOD: 5/1/2015 Through 5/31/2015  ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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
CHANGE ORDERS - SCHEDULE A: ROAD AND STORM											
2A	Clear Additional Trees from Sta 36+00 to 40+00 Right	LS	1.00	\$42,366.63	\$42,366.63	1.00	\$42,366.63	0.00	\$0.00	1.00	\$42,366.63
2B	Accelerate Contract Schedule due to 9-Day Delay	LS	1.00	\$18,611.55	\$18,611.55	1.00	\$18,611.55	0.00	\$0.00	1.00	\$18,611.55
2C	Stormwater Treatment Vault Upsize	LS	1.00	\$13,073.00	\$13,073.00	1.00	\$13,073.00	0.00	\$0.00	1.00	\$13,073.00
2D	additional Silt Fence	LF	1,500.00	\$2.50	\$3,750.00	1,500.00	\$3,750.00	0.00	\$0.00	1500.00	\$3,750.00
2F	Modify Field Inlet Drain Pipe, Sta. 14+09.07, 19+69.60	LS	1.00	\$2,518.00	\$2,518.00	1.00	\$2,518.00	0.00	\$0.00	1.00	\$2,518.00
2G	Modify Field Inlet Drain Pipe, Sta. 25+53.94, 28+70.96	LS	1.00	\$1,976.00	\$1,976.00	1.00	\$1,976.00	0.00	\$0.00	1.00	\$1,976.00
2H	Cut and Abandon Unmarked 8" Utility Pipe	LS	1.00	\$1,132.10	\$1,132.10	1.00	\$1,132.10	0.00	\$0.00	1.00	\$1,132.10
3A	Install 200 Amp Electrical Service for New Traffic Signal	LS	1.00	\$8,745.00	\$8,745.00	1.00	\$8,745.00	0.00	\$0.00	1.00	\$8,745.00
3B	Over-Exc and Gabion for Treatment Vault	LS	1.00	\$735.23	\$735.23	1.00	\$735.23	0.00	\$0.00	1.00	\$735.23
3C	Reset and Modify Ditch Inlet at STA 44+35.37	LS	1.00	\$1,729.76	\$1,729.76	1.00	\$1,729.76	0.00	\$0.00	1.00	\$1,729.76
3D	Furnish and Install GeoTech Fabric for Separation	SY	15,306.00	\$2.00	\$30,612.00	15,306.00	\$30,612.00	0.00	\$0.00	15306.00	\$30,612.00
3E	Pothole & Relocate Storm Pond Overflow Pipe for Signal Pole @ NW Corner	LS	1.00	\$9,934.94	\$9,934.94	1.00	\$9,934.94	0.00	\$0.00	1.00	\$9,934.94
3F	Storm Clean-Up and Mail Box Repair	LS	1.00	\$894.09	\$894.09	1.00	\$894.09	0.00	\$0.00	1.00	\$894.09
3G	Additional Sawcutting	LF	1,454.00	\$1.00	\$1,454.00	1,454.00	\$1,454.00	0.00	\$0.00	1454.00	\$1,454.00
3H	Remove Ditch Inlet on Goodwin at STA 107+70	LS	1.00	\$970.63	\$970.63	1.00	\$970.63	0.00	\$0.00	1.00	\$970.63
3I	Furnish & Install 2x4 Gabion Rock for Base Stabilization On NE 202nd	TN	34.19	\$40.00	\$1,367.60	34.19	\$1,367.60	0.00	\$0.00	34.19	\$1,367.60
3J	Furnish & Install Add'l Silt Fench	LF	535.00	\$2.50	\$1,337.50	535.00	\$1,337.50	0.00	\$0.00	535.00	\$1,337.50
4A	Over-Excavation and Repair Soft Spot at STA 36+50	LS	1.00	797.43	\$797.43	1.00	\$797.43	0.00	\$0.00	1.00	\$797.43
4B	Repair Damaged Curb and Sidewalk at STA 13+50	LS	1.00	\$1,239.79	\$1,239.79	1.00	\$1,239.79	0.00	\$0.00	1.00	\$1,239.79
4C	Relocate Trees to Avoid Power Lines	LS	1.00	\$1,732.50	\$1,732.50	1.00	\$1,732.50	0.00	\$0.00	1.00	\$1,732.50
4D	Modify Ditch Inlet	EA	2.00	\$1,807.00	\$3,614.00	2.00	\$3,614.00	0.00	\$0.00	2.00	\$3,614.00
4E	Additional MOBE for Paving	EA	2.00	\$1,100.00	\$2,200.00	2.00	\$2,200.00	0.00	\$0.00	2.00	\$2,200.00
4F	Import Soil and Grade Shoulder and Ditch	LS	1.00	\$1,896.14	\$1,896.14	1.00	\$1,896.14	0.00	\$0.00	1.00	\$1,896.14
4G	Additional Land Surveying for Goodwin & Camas Meadows Changes	LS	1.00	\$616.00	\$616.00	1.00	\$616.00	0.00	\$0.00	1.00	\$616.00
4H	Install Concrete Mail Box Pad for USPS	LS	1.00	\$594.00	\$594.00	1.00	\$594.00	0.00	\$0.00	1.00	\$594.00
4I	Compensation for Flagger Overtime	HR	578.00	\$19.56	\$11,305.68	578.00	\$11,305.68	0.00	\$0.00	578.00	\$11,305.68
SCHEDULE A SUBTOTAL (NON-TAXABLE)					\$165,203.57		\$165,203.57		\$0.00		\$165,203.57
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE A TOTAL					\$165,203.57		\$165,203.57		\$0.00		\$165,203.57

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CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: ELEVEN - FINAL PAY PERIOD: 5/1/2015 Through 5/31/2015  ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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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
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CHANGE ORDERS - SCHEDULE B: WATER AND SANITARY (TAXABLE ITEMS)

2E	Over-Excavation for Mis-Marked Waterline at 202nd	LS	1.00	\$1,272.28	\$1,272.28	1.00	\$1,272.28	0.00	\$0.00	1.00	\$1,272.28
2I	Remove Concrete Thrust Block @ 12" San FM Stub	LS	1.00	\$2,086.29	\$2,086.29	1.00	\$2,086.29	0.00	\$0.00	1.00	\$2,086.29
3K	Install Bends for Hydrant at STA 34+97	LS	1.00	\$2,066.19	\$2,066.19	1.00	\$2,066.19	0.00	\$0.00	1.00	\$2,066.19
3L	Install Riser for Hydrant at STA 41+06.8	LS	1.00	\$1,357.34	\$1,357.34	1.00	\$1,357.34	0.00	\$0.00	1.00	\$1,357.34

SCHEDULE B SUBTOTAL					\$6,782.10		\$6,782.10		\$0.00		\$6,782.10
Sales Tax (8.4%):					\$569.70		\$569.70		\$0.00		\$569.70
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE B TOTAL					\$7,351.80		\$7,351.80		\$0.00		\$7,351.80

CHANGE ORDERS - SCHEDULE C: GRASS VALLEY WETLAND MITIGATION

3M	Furnish & Install Irrigation Point-of-Connection Pipe and Ftgs	LS	1.00	\$7,240.89	\$7,240.89	1.00	\$7,240.89	0.00	\$0.00	1.00	\$7,240.89
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SCHEDULE C SUBTOTAL (NON-TAXABLE)					\$7,240.89		\$7,240.89		\$0.00		\$7,240.89
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE C TOTAL					\$7,240.89		\$7,240.89		\$0.00		\$7,240.89

	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SCHEDULE A, B & C ORIGINAL CONTRACT TOTAL	\$4,078,278.13	\$4,366,362.05	\$36,875.90	\$4,403,237.95
SCHEDULE A, B & C CHANGE ORDERS TO DATE	\$179,226.56	\$179,226.56	\$0.00	\$179,226.56
SCHEDULE A, B, C, & CHANGE ORDERS SUBTOTAL	\$4,257,504.69	\$4,545,588.61	\$36,875.90	\$4,582,464.51
SALES TAX (8.4%)	\$24,462.49	\$24,592.65	\$0.00	\$24,592.65
TOTAL CONTRACT	\$4,281,967.18	\$4,570,181.26	\$36,875.90	\$4,607,057.16
Retainage (5%) - N/A Retainage Bond Posted				
TOTAL		\$4,570,181.26	\$36,875.90	\$4,607,057.16

Account Distribution	Schedule Subtotals	Change Orders	Applicable Taxes	TOTAL
SCHED. A - ROAD & STORM ACCT. NUMBER: 314-00-595-300-65 THIS PAY EST:	\$36,875.90	\$0.00	N/A	\$36,875.90
SCHED. C - ROAD & STORM ACCT. NUMBER: 314-00-595-300-65 THIS PAY EST:	\$0.00	\$0.00	N/A	\$0.00
SCHED. B - WATER ACCT. NUMBER: 424-00-594-340-65 THIS PAY EST:	\$0.00	\$0.00	\$0.00	\$0.00
SCHED. B - SEWER ACCT. NUMBER: 424-00-594-350-65 THIS PAY EST:	\$0.00	\$0.00	\$0.00	\$0.00
SCHED. B - FIRE SUPPRESSION ACCT. NO.: 424-00-594-340-65 THIS PAY EST:	\$0.00	\$0.00	\$0.00	\$0.00
SCHEDULE B SUBTOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
ALL SCHEDULES:	\$36,875.90	\$0.00	\$0.00	\$36,875.90

RFC  
ENTERED  
6/9/15

Norm Warger

6-9-15

Project Engineer

Date

6/9/15

Contractor

Date

James Hodges

6/8/2015

Project Manager

Date

When Recorded, Return to:

Drew Miller  
Lofts @ Camas Meadows LLC  
PMB 341, 19215 SE 34<sup>th</sup> Street  
Camas, WA 98607

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## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the “Second Amended Agreement”) is made and entered into by and between the City of Camas, a Washington Municipal Corporation, (“City”), The Lofts @ Camas Meadows LLC (“Lofts @ CM”), and Vanport Manufacturing, Inc. (“Vanport”), collectively referred to as the “Parties”;

### **RECITALS**

**WHEREAS**, Lofts @ CM and Vanport own or control certain real property which is located in the City of Camas, Washington; identified as Clark County Assessor numbers 175980-000, 172973-000, 172963-000, 172970-000 and 986026-906 and which is more fully described in the attached Exhibit “A” ; collectively referred to as “Property” and,

**WHEREAS**, Long Drive LLC and the City previously entered into a development agreement (“Long Drive Agreement”), a copy of which is attached hereto as Exhibit B, addressing a variety of issues, including, but not limited to the vesting of development standards and transportation capacity and adoption of a master plan, (for a project known as “Ambiance”) that would govern the development of the property covered by the Long Drive Agreement; and,

**WHEREAS**, Vanport and the City also previously entered into a development agreement that amended the Long Drive Agreement (“First Amended Agreement”), a copy of which is attached hereto as Exhibit C. The First Amended Agreement was developed to facilitate the development of that portion of the property covered by the Long Drive Agreement that was sold to Pedwar Development Group LLC (“Pedwar”), which intends to construct a facility to manufacture medical devices in the northern portion of the property on Clark County assessor’s parcel number 986026-906 while maintaining continuity of an overall Master Plan; and

**WHEREAS,** Vanport and Lofts @ CM wish to amend the master plan provided for under the First Amended Agreement for the Property as provided for in Exhibits E, and F while maintaining the overall continuity of the master planning efforts; and

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

**WHEREAS,** the City, has the authority to enter into Development Agreements pursuant to RCW 36.70B.170; and,

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

**WHEREAS,** the City is further authorized to enter into Development Agreement pursuant to Camas Municipal Code (“CMC”) 18.55.340; and

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. Development Agreement**

This Second Amended Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210 and CMC 18.55.340. It shall become a contract between Vanport, Lofts @ CM, and the City upon the City’s approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and CMC 18.55.340 and execution of the Agreement by all Parties.

**Section 2. Effective Date and Duration of Agreement**

This Second Amended Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties. The rights of the Long Drive Property to be developed under the master plan and development standards provided for in this Second Amended Agreement, and any other rights provided for in the Long Drive Agreement and the First Amended Agreement, shall terminate on 12/31/2019, provided that any time periods specified in this Second Amended Agreement shall be tolled pending any appeals of any city, state or federal land use decisions necessary to commence and to carry out the terms of the Second Amended Agreement.



### **Section 3. Master Plan**

The master plan that was approved in conjunction with the Long Drive Agreement and amended by the First Amended Agreement with Vanport Manufacturing shall be fully superseded by this Agreement, except as noted herein. The Master Plan recognizes development previously authorized by the City to the west of the Property (Exhibit D); provides for development of 104 high-end apartment units together with a clubhouse at the eastern end of the Property, generally consistent with Exhibit F; and requires the remaining portion of the Property (Exhibit E) to be developed solely with commercial, light industrial or business park uses allowable under Camas Municipal Code 18.07.030 Table 1, for the LI/BP zoning district in effect as of the effective date of the Agreement.

The revised master plan provided in Exhibits D, E, and F observes the stated supplemental use and performance standard goals for the North Dwyer Creek (NDC) subarea as identified in Camas Municipal Code Section 18.20.035 by providing for smaller scale commercial, retail, service, and office developments. It also recognizes the use standards in the NDC code by locating the 104 attached residential units at a significant setback from Camas Meadows Drive rather than along the road. As shown on the master plan, the apartment complex's clubhouse is located forward of the apartment buildings and commercial buildings to the west are also proposed closer to Camas Meadows Drive (Exhibit "E").

Parties Agree to observe the development standards found in Exhibit G except that the minimum 40 foot front yard setback for that portion of the Property described in Exhibit "F" may be reduced to 20 feet for not more than 40% of the road frontage. Also, recognizing that although the Exhibit "F" Lofts area contains two separate lots, it will essentially be constructed as a single apartment complex containing two buildings but a shared main access drive, shared community building, and other shared amenities. As such, the building and parking setbacks for the lot lines internal to Exhibit "F" may be eliminated through the City's Site Plan Review process. Notwithstanding Exhibit "G", and in order to facilitate non-residential development within the Exhibit "E" area, the building and parking setbacks for the lot lines internal to Exhibit "E" may be reduced to a minimum of 5 feet through the City's Site Plan Review process. The applicant agrees to access all portions of Exhibit "E" by way of a single access point off Camas Meadows Drive in order to minimize driveway entrances to the roadway. This access may occur via a driveway straddling future lot lines or may be located entirely on one parcel with shared access easements to provide access between the future lots.

### **Section 4. Site Plan and Design Review**

Parties agree that prior to development of the Property or any portion thereof, the development will be subject to SEPA, Site Plan and Design Review consistent with the policies and procedures of the Camas Municipal Code. Where portions of the project have previously

reviewed under SEPA, the City may utilize existing studies or determinations in reviewing development applications.

**Section 5. Issuance of Grading Permits and Review of Engineering Design**

The City recognizes Lofts @ CM's desire to commence with construction of the 104 multifamily units as quickly as possible following approval of the development agreement and all necessary land use approvals. As such, the City agrees to consider review and approval of a grading permit for site grading prior to final approval of engineering design drawings for the full development. Further, to the extent feasible given City staff availability, the City agrees to make a good faith effort to proceed with review of full final civil engineering drawings concurrent with the Site Plan review process. Lofts @ CM recognizes that they accept risk for changes to the site layout that may be necessary during the City's site plan review process which may affect the site engineering design and result in additional costs due to site revisions. No grading or site improvements will occur prior to issuance of Site Plan and Design Review approvals.

**Section 6. Transportation**

Due to the fact that all transportation improvements identified in the Long Drive Agreement are either funded or have been constructed, all of Section 8 (including Sections 8.1 through 8.3) of the Long Drive Agreement shall be stricken in their entirety and shall have no further effect.

**Section 7. Plat Amendments**

Section 7 of the Long Drive Agreement shall be stricken in its entirety and shall have no further effect.

**Section 8. Waiver**

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

**Section 9. Venue**

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

**Section 10. Entire Agreement/Modifications**

This Second Amended Agreement constitutes an agreement between and among the Parties with respect to the Long Drive Agreement and the First Amended Agreement; and except and unless a provision of the Long Drive Agreement and/or the First Amended Agreement is specifically referenced and amended by this Second Amended Agreement, all provisions of the Long Drive Agreement and the First Amended Agreement shall remain in full force and effect.

**Section 11. Captions**

The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the Parties.

**Section 12. Gender/Singular/Plural**

Whenever masculine, feminine, neutral, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

**Section 13. Severability**

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

**Section 14. Inconsistencies**

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

**Section 15. Binding on Successors and Recording.**

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

**Section 16. Recitals.**

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

**Section 17. Amendments.**

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



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

CITY OF CAMAS, WASHINGTON

\_\_\_\_\_  
By (person signing) \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
County of Clark                            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of the CITY OF CAMAS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED:                                   2014.

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

VANPORT MANUFACTURING INC

\_\_\_\_\_  
By (person signing) \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
County of Clark                            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of VANPORT MANUFACTURING INC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2014.

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

LOFTS @ CAMAS MEADOWS LLC

\_\_\_\_\_  
By (person signing) \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
County of Clark                            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of LOFTS @ CAMAS MEADOWS LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED:                                       2014.

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

**EXHIBIT A  
LEGAL DESCRIPTION**

A PARCEL OF PROPERTY LYING IN A PORTION OF SECTION 28 AND SECTION 29, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF CAMAS MEADOWS CORPORATE CENTER PHASE 1, A SUBDIVISION RECORDED IN BOOK 310 OF PLATS AT PAGE 691, CLARK COUNTY RECORDS SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF NORTHWEST CAMAS MEADOWS DRIVE; THENCE NORTH 56°35'58" EAST ALONG THE SOUTHEASTERLY LINE OF SAID CORPORATE CENTER 60.00 FEET TO THE NORTH LINE OF NW CAMAS MEADOWS DRIVE, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT TRACT CONVEYED TO CITY OF CAMAS BY DEED RECORDED IN AUDITOR'S FILE NUMBER 3380524 CLARK COUNTY RECORDS SAID POINT LYING ON A 405.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING INTO SAID CURVE OF SOUTH 33°24'02" EAST OF THIS POINT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID CITY OF CAMAS TRACT THE FOLLOWING COURSES AND DISTANCES; THENCE AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 141.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 63.00 FEET; THENCE SOUTH 04°31'09" EAST 225.73 FEET TO A 470.00 FOOT RADIUS CURVE TO THE LEFT; THENCE AROUND SAID 470.00 FOOT RADIUS CURVE TO THE LEFT 462.68 FEET; THENCE SOUTH 60°55'20" EAST 1322.03 FEET TO THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED AS PARCEL G IN THAT DEED CONVEYED TO LAKE DEVELOPMENT, INC., BY DEED RECORDED IN AUDITOR'S FILE NUMBER 3465109, CLARK COUNTY RECORDS; THENCE NORTH 26°24'50" EAST ALONG THE WEST LINE OF SAID PARCEL G 238.70 FEET; THENCE NORTH 45°32'21" WEST 56.43 FEET; THENCE NORTH 44°31'04" WEST 400.82 FEET; THENCE NORTH 56°22'01" WEST 462.25 FEET; THENCE NORTH 63°08'44" WEST 350.12 FEET; THENCE NORTH 57°05'57" WEST 238.78 FEET; THENCE NORTH 47°40'13" WEST 343.87 FEET TO A POINT WHICH BEARS NORTH 78°46'24" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 78°46'24" WEST 57.16 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT A PARCEL OF PROPERTY LYING IN A PORTION OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF CAMAS MEADOWS CORPORATE CENTER PHASE 1 A SUBDIVISION RECORDED IN BOOK 310 OF PLATS AT PAGE 691, CLARK COUNTY RECORDS SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF NORTHWEST CAMAS MEADOWS DRIVE THENCE NORTH 56°35'58" EAST ALONG THE SOUTHEASTERLY LINE OF SAID OF CORPORATE CENTER 60.00 FEET TO THE NORTH LINE OF NW CAMAS MEADOWS DRIVE, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT TRACT CONVEYED TO CITY OF CAMAS BY DEED RECORDED IN AUDITOR'S FILE NUMBER 3380524 CLARK COUNTY RECORDS SAID POINT LYING ON A 405.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING INTO SAID CURVE OF SOUTH 33°24'02" EAST OF THIS POINT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID CITY OF CAMAS TRACT THE FOLLOWING COURSES AND DISTANCES; THENCE AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 141.15 FEET; THENCE CONTINUING AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 63.00 FEET; THENCE SOUTH 04°31'09" EAST 225.73 FEET TO A 470.00 FOOT RADIUS CURVE TO THE LEFT; THENCE AROUND SAID 470.00 FOOT RADIUS CURVE TO THE LEFT 462.68 FEET; THENCE SOUTH 60°55'20" EAST 1322.03 FEET TO THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED AS PARCEL G IN THAT DEED CONVEYED TO LAKE DEVELOPMENT, INC., BY DEED RECORDED IN AUDITOR'S FILE NUMBER 3465109, CLARK COUNTY RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 26°24'50" EAST ALONG THE WEST LINE OF SAID PARCEL G 238.70 FEET; THENCE NORTH 45°32'21" WEST ALONG SAID WEST LINE 56.43 FEET; THENCE NORTH 44°31'04" WEST LEAVING SAID WEST LINE 78.53 FEET THENCE SOUTH 28°07'46" WEST 275.63 FEET TO THE NORTH LINE OF SAID CITY OF CAMAS TRACT; THENCE SOUTH 60°55'20" EAST ALONG SAID NORTH LINE 136.27 TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

*First American Title*

A PARCEL OF PROPERTY LYING IN A PORTION OF SECTION 28 AND SECTION 29, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF CAMAS MEADOWS CORPORATE CENTER PHASE 1, A SUBDIVISION RECORDED IN BOOK 310 OF PLATS AT PAGE 691, CLARK COUNTY RECORDS SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF NORTHWEST CAMAS MEADOWS DRIVE; THENCE NORTH 56°35'58" EAST ALONG THE SOUTHEASTERLY LINE OF SAID CORPORATE CENTER 60.00 FEET TO THE NORTH LINE OF NW CAMAS MEADOWS DRIVE, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT TRACT CONVEYED TO CITY OF CAMAS BY DEED RECORDED IN AUDITOR'S FILE NUMBER 3380524 CLARK COUNTY RECORDS SAID POINT LYING ON A 405.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING INTO SAID CURVE OF SOUTH 33°24'02" EAST OF THIS POINT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID CITY OF CAMAS TRACT THE FOLLOWING COURSES AND DISTANCES; THENCE AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 141.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 63.00 FEET; THENCE SOUTH 04°31'09" EAST 225.73 FEET TO A 470.00 FOOT RADIUS CURVE TO THE LEFT; THENCE AROUND SAID 470.00 FOOT RADIUS CURVE TO THE LEFT 462.68 FEET; THENCE SOUTH 60°55'20" EAST 144.61 FEET; THENCE NORTH 29°04'40" EAST LEAVING SAID CITY OF CAMAS TRACT, 392.97 FEET; THENCE NORTH 63°08'44" WEST 83.31 FEET; THENCE NORTH 57°05'57" WEST 238.78 FEET; THENCE NORTH 47°40'13" WEST 343.87 FEET TO A POINT WHICH BEARS NORTH 78°46'24" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 78°46'24" WEST 57.16 FEET TO THE TRUE POINT OF BEGINNING.

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**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Stephen W. Horenstein, Attorney  
Miller Nash LLP  
500 East Broadway, Suite 400  
PO Box 694  
Vancouver, WA 98666-0694

**Grantor** : Long Drive, LLC  
**Grantee** : City Of Camas, Washington  
**Abbreviated Legal** : NE ¼ Section 29 T2N R3E WM; W ½ Section 28 T2N R3E WM  
**Assessor's Tax Parcel Nos.** : Portions of 172955-000; 172963-000; 172964-000; 172970-000;  
175934-000  
**Prior Excise Tax No.** :  
**Other Reference No(s).** : None

**DEVELOPMENT AGREEMENT****Effective Date:**July 27, 2004**Parties:**

LONG DRIVE, LLC, a Washington limited liability company (hereinafter referred to as "Long Drive"); and

THE CITY OF CAMAS, WASHINGTON, a Washington municipal corporation (hereinafter referred to as the "City").

**Recitals:**

A. Long Drive owns or is acquiring certain real property within the City, preliminarily approved as Lot 8, Phase I of Camas Meadows Corporate Center, and Lots 8, 9, 10, 11, and 12, Phase II of Camas Meadows Corporate Center, hereinafter referred to as "the Property." The legal description for the Property as well as a parcel map and survey are attached hereto and incorporated herein by reference as Exhibit "A." At the time of the execution and approval of this Agreement all of the Property is subject to this Agreement.

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B. The Property is currently zoned Light Industrial / Business Park ("LI/BP") and designated with the North Dwyer Creek Employment Mixed Use ("NDC EMXD") overlay pursuant to Title 18 of the Camas Municipal Code. The Property is in the City's North Dwyer Creek planning area.

C. For purposes of completing the development of the Property, Long Drive has applied for master plan approval pursuant to Chapter 18.20 of the Camas Municipal Code.

D. A trip generation report has been prepared by H. Lee & Associates and shows 208 p.m. peak hour trips for the development of the Property.

E. The parties desire to enter into this Development Agreement to govern the development of the Property, including vesting as to the permitted uses and allocating capacity in the transportation system for purposes of meeting concurrency requirements.

F. Pursuant to RCW 36.70B.170(1) and CMC 18.55.340, the parties are authorized to enter into a development agreement that sets forth development standards and other provisions that apply to and govern and vest the development, use, and mitigation of the development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to:

1.1 Set forth the development standards that will govern the development of the Property.

1.2 Vest the development of the Property under the development provisions of the Camas Municipal Code in effect at the time of the execution of this Agreement, including the permitted uses of the Property, while reserving the City's authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

1.3 Allocate capacity in the transportation system for development of the Property for the purpose of meeting the concurrency requirements of the City's Comprehensive Plan and regulations.

2. **Agreement.** This Development Agreement governs and vests the development of the property described in Exhibit "A."

**3. Description of the Proposed Development on this Property.** The development on the Property (the "Ambiance Project") shall be a mixed use development including residential condominiums, professional office space, and restaurant/retail space on approximately 14.6 acres. The Ambiance Project is expected to include 12 buildings, with 158 residential condominiums, approximately 33,000 square feet of professional office space, a restaurant, a spa, conference rooms, open space, and underground parking.

**4. Zoning and Permitted Uses.** The Property is zoned LI/BP with a NDC EMXD overlay pursuant to Chapters 18.07 and 18.20 of the Camas Municipal Code and designated as Light Industrial on the City's Comprehensive Plan.

**4.1** The uses permitted in the LI/BP and NDC EMXD code sections shall be allowed on the Property, including the following specified uses. This list is not intended to limit the uses as otherwise permitted by the City's code.

(a) Multifamily development is permitted in the NDC EMXD.

(b) Professional office space is permitted in the LI/BP district.  
CMC 18.07.030 Table 1.

(c) A restaurant is permitted as a secondary use in the LI/BP district.  
CMC 18.07.030 Table 1.

(d) Spas and conference rooms are not expressly listed in Table 18.07.030-1, but may be permitted concurrent with this Development Agreement as accessory uses or unclassified uses.

(e) Open space is permitted in the LI/BP district. CMC 18.07.030 Table 1.

**4.2** The Ambiance Project meets the performance standards for the NDC EMXD (CMC 18.20.035) by meeting both the community's employment needs and housing needs:

(a) Over 50 percent of the Ambiance Project's area is to be developed with uses other than housing: professional office, a restaurant, a spa, conference rooms, and open space.

(b) The housing density is approximately 10.8 units per net acre, within the permitted range.





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(c) No residential development is located on the ground floor of mixed-use buildings or in stand along buildings along Camas Meadows Drive.

(d) The residential component of the Ambiance Project will occur concurrent with or after the employment component of the development.

(e) The cumulative of all secondary commercial development will have a maximum floor area equal to 25 percent of the gross floor area of the primary and secondary LI/BP uses.

(f) The employment portion of the Ambiance Project will provide a comparable number of employment opportunities per developable acre of employment area as would have occurred under the LI/BP base zone.

**5. Development Standards.** The development standards the City previously approved for Phase II of the Camas Meadows Corporate Center shall control the Ambiance Project. These standards are shown in the table attached as Exhibit "B."

**6. Design Review and Master Plan Approval.** The City's Design Review Committee has determined that the Ambiance Project master plan is generally consistent with the guidelines and principles in Chapter 18.19 CMC. A copy of the master plan is attached as Exhibit "C." Through this Development Agreement, the City approves the master plan as generally consistent with Chapter 18.19 CMC. The City Staff will review and approve the final details of the master plan design for consistency with Chapter 18.19 CMC prior to the issuance of building permits for the Ambiance Project.

**7. Plat Amendments for Camas Meadows Corporate Center.**

**7.1 Phases I and II.** The subdivision of Camas Meadows Corporate Center was preliminarily approved as a phased plat. A portion of the Property is located in the area that was preliminarily approved as Phase I (Lot 8 of Phase I), and no final plat has been recorded for this portion of the Property. Through a minor plat amendment approved concurrent with this Development Agreement (CMC 17.11.050), Lot 8 of Phase I is incorporated into Phase II and will be governed by the Phase II development standards. This incorporation will be memorialized with the recording of the final plat for Phase II.

**7.2 Reconfiguration of Lots.** Through a minor plat amendment approved concurrent with this Development Agreement, the City approves the reconfiguration of the lots as shown in Exhibit "D."

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## **8. Allocation of Transportation Capacity for the Ambiance Project.**

### **8.1 Trips Generated under the North Dwyer Creek Master Plan Approval.**

The City previously identified vehicle trips generated from the build-out of property in the North Dwyer Creek subarea. Under the North Dwyer Creek Master Plan and implementing ordinances (SEPA file #05-00-07), development at full build-out would generate 40,200 average daily trips, 6,100 a.m. peak hour trips and 5,000 p.m. peak hour trips.

**8.2 Trips Allocated to the Ambiance Project.** As part of the planning process for the Ambiance Project, a trip generation report was completed by H. Lee & Associates to determine the average daily trips and p.m. peak hour trips generated by the development. According to this traffic report, the number of average daily trips is 2,041 and the number of p.m. peak hour trips is 208. Through this Development Agreement, the City allocates for the Ambiance Project transportation capacity consistent with this number of trips for purposes of transportation concurrency. This traffic capacity shall be reserved for the term of this Development Agreement.

**8.3 Traffic Mitigation for the Ambiance Project.** The City previously identified transportation improvements to mitigate traffic impacts from the build-out of the property in the North Dwyer Creek subarea. Under the North Dwyer Creek Master Plan and implementing ordinances (SEPA file #05-00-07), development at full build-out would generate the warrants or potential warrants of up to eight (8) intersections. Upon closer examination, it is likely that only three (3) intersection improvements would meet warrants within the term of this Development Agreement. These intersections are: (1) NE Goodwin Road at either NW Friberg or NW Camas Meadows Drive; (2) NW Payne Road and NW Lake Road or the intersection west thereof (as shown in the Dwyer Creek Master Plan); and (3) NW Friberg Road at approximately half-way up from NW Lake Road (also as shown in the North Dwyer Creek Master Plan). The estimated cost of these intersections is \$800,000.00.

The North Dwyer Creek Master Plan and the traffic report submitted by H. Lee & Associates indicate that future development would pay a proportionate share of the costs of needed improvements.

Given the estimated numbers of p.m. peak hour trips generated by the project (208) and the p.m. peak hour trips generated at full build-out (5,000), the project's proportionate share is 4.16 %. Therefore, Long Drive shall pay 4.16 % of the costs of the improvements described in this section, or \$33,280.00, to the City.

**9. Impact Fees.** Long Drive shall pay the appropriate impact fees, determined at the time of building permit issuance, as required by Camas Municipal Code Chapter 3.88.

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- 10. System Development Charge Credits.** The City shall provide Long Drive with system development charge credits for any and all eligible water and sewer system improvements made by Long Drive, according to the Camas Municipal Code.
- 11. Impact Fee Credits and Latecomer Fees.** Nothing contained in this Agreement shall preclude Long Drive from receiving impact fee credits to the extent available under the terms of Chapter 3.88 of the Camas Municipal Code and/or latecomer fees pursuant to a latecomer agreement.
- 12. Vesting.** The parties agree that Long Drive's project on the Property vests as to the permitted uses and development standards described herein as of the time of the execution of this Development Agreement. This Development Agreement and the development standards in this Agreement govern during the term of this Agreement, or for all or that part of the build-out period specified in this Agreement, and may not be subject to an amendment to a zoning ordinance or development standard or regulation adopted after the effective date of the agreement. Any permit or approval issued by the City after the execution of this Development Agreement must be consistent with the Development Agreement. Nothing contained in this Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70B.170 to address issues of public health and safety.
- 13. Conforming Use.** Notwithstanding any future change in the comprehensive plan or zoning designation for the Property, the City acknowledges and agrees that so long as any future uses of the Property are provided for in Section 4 of this Agreement, such uses shall be and remain conforming uses.
- 14. Run with the Land.** This Development Agreement shall be binding on the parties' successors and assigns. This Agreement shall be recorded with the Clark County Auditor.
- 15. Term.** The term of this Development Agreement shall be fifteen (15) years. The parties may mutually agree to extend the term. No City design reviews or land use approvals will expire during the term of this Development Agreement.
- 16. Attorneys Fees.** In the event a suit, proceeding, arbitration or action of any nature whatsoever is instituted, or the services of any attorney are retained to enforce any term, condition, or covenant of this Development Agreement, or to procure an adjudication, interpretation or determination of the rights of the parties, the prevailing party shall be entitled to recover from the other party, in addition to any award of costs or disbursements provided by statute, reasonable sums as attorney fees and costs and expenses, including paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such suit, proceeding, or action, including appeal, which sum shall be included in any judgment or decree entered

therein and such amounts awarded shall be in addition to all other amounts provided by law.

**17. Incorporation by Reference.** The following items are hereby incorporated by reference into this Development Agreement:

(a) Camas SEPA case file #05-00-07 for the North Dwyer Creek Master Plan and Ordinances;

(b) Camas SEPA case files #02-99-07 for the Camas Meadows Corporate Center, Phase II.

(c) Camas SEPA case file #06-04-05 for the Ambiance Project.

**18. Public Hearing.** The City Council has approved execution of this Agreement by resolution after a public hearing.

**19. Amendment.** In the event the parties mutually agree that an amendment to a provision of this Development Agreement is necessary, the amendment shall be reduced to writing and shall be reviewed by the City at a duly scheduled public hearing. Upon approval of the amendment, the City shall adopt a resolution along with the amendment. The amendment becomes effective upon adoption of the resolution and recordation with the Clark County Auditor.

DATED this 27 day of July, 2004.

**CITY OF CAMAS**

By: Paul Dennis  
Name: Paul Dennis  
Title: Mayor

**LONG DRIVE, LLC**

By: Rick R. Bower  
Name: Rick R. Bower  
Title: MEMBER

State of Washington )  
County of Clark ) ss.

On this 27<sup>th</sup> day of July, 2004, before me personally appeared Rick Bower, to me known to be the member of LONG DRIVE, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes

DEVELOPMENT AGREEMENT - 7

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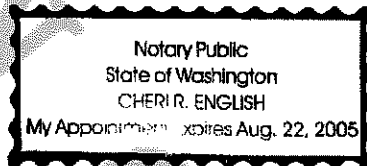
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Page: 8 of 23  
07/30/2004 03:27P

therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: July 27, 2004.



Cheri English  
Notary Public for Washington

CHERI ENGLISH  
(Printed or Stamped Name of Notary)  
Residing at Camas, WA  
My appointment expires: 8/22/05

State of Washington )  
County of Clark ) ss.

On this 27 day of July, 2004, before me personally appeared Paul Dennis, to me known to be the Mayor of the CITY OF CAMAS that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: 7/27, 2004.

Sandra G. Watrous  
Notary Public for Washington

Sandra G. Watrous  
(Printed or Stamped Name of Notary)  
Residing at Washougal  
My appointment expires: 1-14-06



DEVELOPMENT AGREEMENT - 8

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**EXHIBIT "A"**

**LEGAL DESCRIPTION, PARCEL MAP, AND SURVEY**

DEVELOPMENT AGREEMENT  
EXHIBIT "A"

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**OLSON**  
ENGINEERING INC.

LAND SURVEYORS  
ENGINEERS

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

**LEGAL DESCRIPTION FOR RICK BOWLER**  
**Camas Meadows Golf Course Parcel**

April 14, 2004

A parcel of property lying in a portion of Section 28 and Section 29, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

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

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

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

THENCE around said 405.00 foot radius curve to the right 141.15 feet to the TRUE POINT OF BEGINNING;

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

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

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

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

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

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**OLSON**  
ENGINEERING INC.*LAND SURVEYORS  
ENGINEERS*(360) 695-1385  
1111 Broadway  
Vancouver, WA  
98660

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

THENCE North 44° 31' 04" West 400.82 feet;

THENCE North 56° 22' 01" West 462.25 feet;

THENCE North 63° 08' 44" West 350.12 feet;

THENCE North 57° 05' 57" West 238.78 feet;

THENCE North 47° 40' 13" West 343.87 feet to a point which bears North 78° 46' 24" East from the TRUE POINT OF BEGINNING;

THENCE South 78° 46' 24" West 57.16 feet to the TRUE POINT OF BEGINNING.

**EXCEPT:**

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

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

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

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

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



**OLSON**  
ENGINEERING INC.

LAND SURVEYORS  
ENGINEERS

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

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

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

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

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

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

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

THENCE North 44° 31' 04" West leaving said West line 78.53 feet;

THENCE South 28° 07' 46" West 275.63 feet to the North line of said City of Camas tract;

THENCE South 60° 55' 20" East along said North line 136.27 feet to the TRUE POINT OF BEGINNING.

Containing 13.80 acres, more or less.





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**3862705**Page: 13 of 23  
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Clark County, WA**OLSON**  
ENGINEERING INC.LAND SURVEYORS  
ENGINEERS(360) 695-1385  
1111 Broadway  
Vancouver, WA  
98660**LEGAL DESCRIPTION FOR RICK BOWLER**  
**Camas Meadows Golf Course 34,000 S.F. Parcel**

April 14, 2004

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

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

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

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

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

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

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

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

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

THENCE North  $26^{\circ} 24' 50''$  East, along the West line of said Parcel G, 238.70 feet;



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ENGINEERING INC.

LAND SURVEYORS  
ENGINEERS

(360) 695-1385  
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Vancouver, WA  
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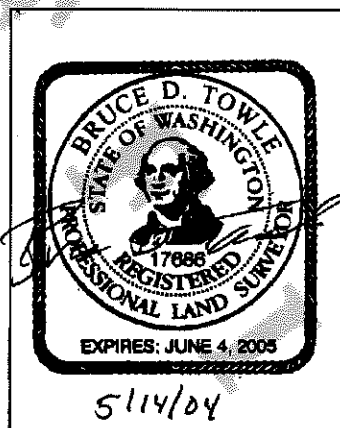
THENCE North 45° 32' 21" West along said West line 56.43 feet;

THENCE North 44° 31' 04" West leaving said West line 78.53 feet;

THENCE South 28° 07' 46" West 275.63 feet to the North line of said City of Camas tract;

THENCE South 60° 55' 20" East along said North line 136.27 feet to the TRUE POINT OF BEGINNING.

Containing 34000 square feet, more or less.





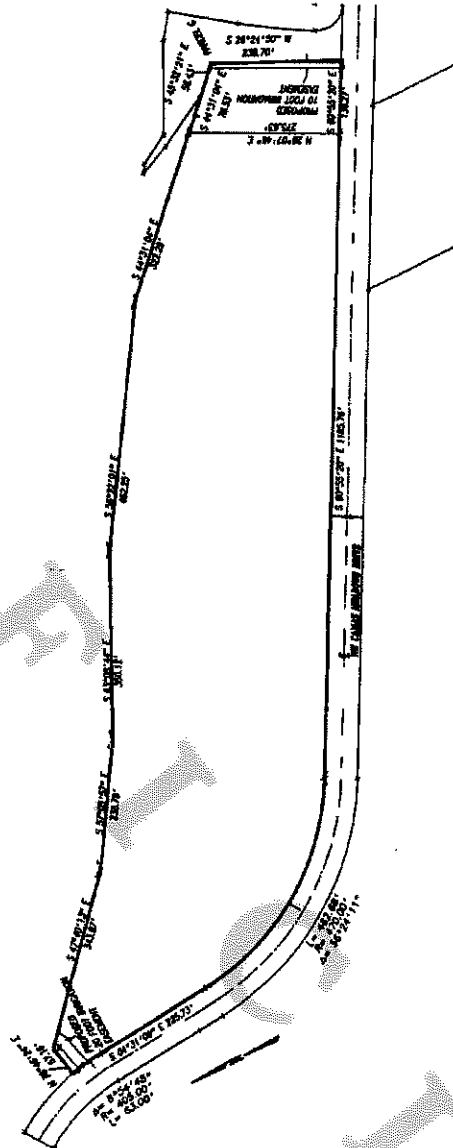
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**EXHIBIT "B"**

**DEVELOPMENT STANDARDS**

DEVELOPMENT AGREEMENT  
EXHIBIT "B"

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# Camas Meadows Corporate Center

## Proposed Lot Development Standards

Development Standards Proposed Amendment: (PID) Ord 18.54.100	Proposed Standard	Proposed Standard
<b>Lot Standards:</b>		
Minimum Lot Size	2 Acres	5 X Acres
Minimum Average Lot Width	200 Feet	200 Feet
Minimum Average Lot Depth	200 Feet	200 Feet
Minimum Front Yard Setback Parking	40 Feet <sup>1</sup>	50 Feet <sup>1</sup>
Minimum Front Yard Setback Building	40 Feet <sup>2</sup>	50 Feet <sup>2</sup>
Minimum Side Yard Setback	20 Feet <sup>4</sup>	20 Feet <sup>4</sup>
Minimum Rear Yard Setback	10 Feet <sup>5</sup>	10 Feet <sup>5</sup>
Minimum Street Side Yard Setback Parking	20 Feet <sup>1</sup>	20 Feet <sup>1</sup>
Minimum Street Side Yard Setback Building	20 Feet <sup>2</sup>	20 Feet <sup>2</sup>
Minimum Landscape Area	15 %	15 %
<b>Building Standards:</b>		
Lot Coverage	50%	50%
Building Separation	Per UBC	Per UBC
Parking Standards	Per Table 18.54.031C <sup>3</sup>	Per Table 18.54.031C <sup>3</sup>
Height Restrictions Setbacks Increase 1 Foot Horizontal For Each Additional 1 Foot of Vertical Building Elevation Over 60 Feet	60 Feet	60 Feet

1. Front yard setbacks shall be enhanced with a (Type A Landscape Buffer).
2. Any structure regardless of location shall have a minimum 15 foot landscape area along facades facing any street and a minimum 10 foot landscape area on all other building elevations. The landscape area may include live plantings, pedestrian access, pedestrian plazas, fountains, sculpture and signage.
3. The Planning Director may adjust parking requirements to reflect actual parking requirements.
4. Side yard setbacks shall be enhanced with a (Type B or Type C Landscape Buffer)
5. Rear yard setbacks shall be enhanced with a (Type B, Type C or Type D Buffer)

**Note:**

The above standards are proposed to be implemented through the City of Camas Planned Industrial Development Overlay (PID) Ordinance 18.54.100.



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**EXHIBIT "C"**

**MASTER PLAN**

**DEVELOPMENT AGREEMENT  
EXHIBIT "C"**

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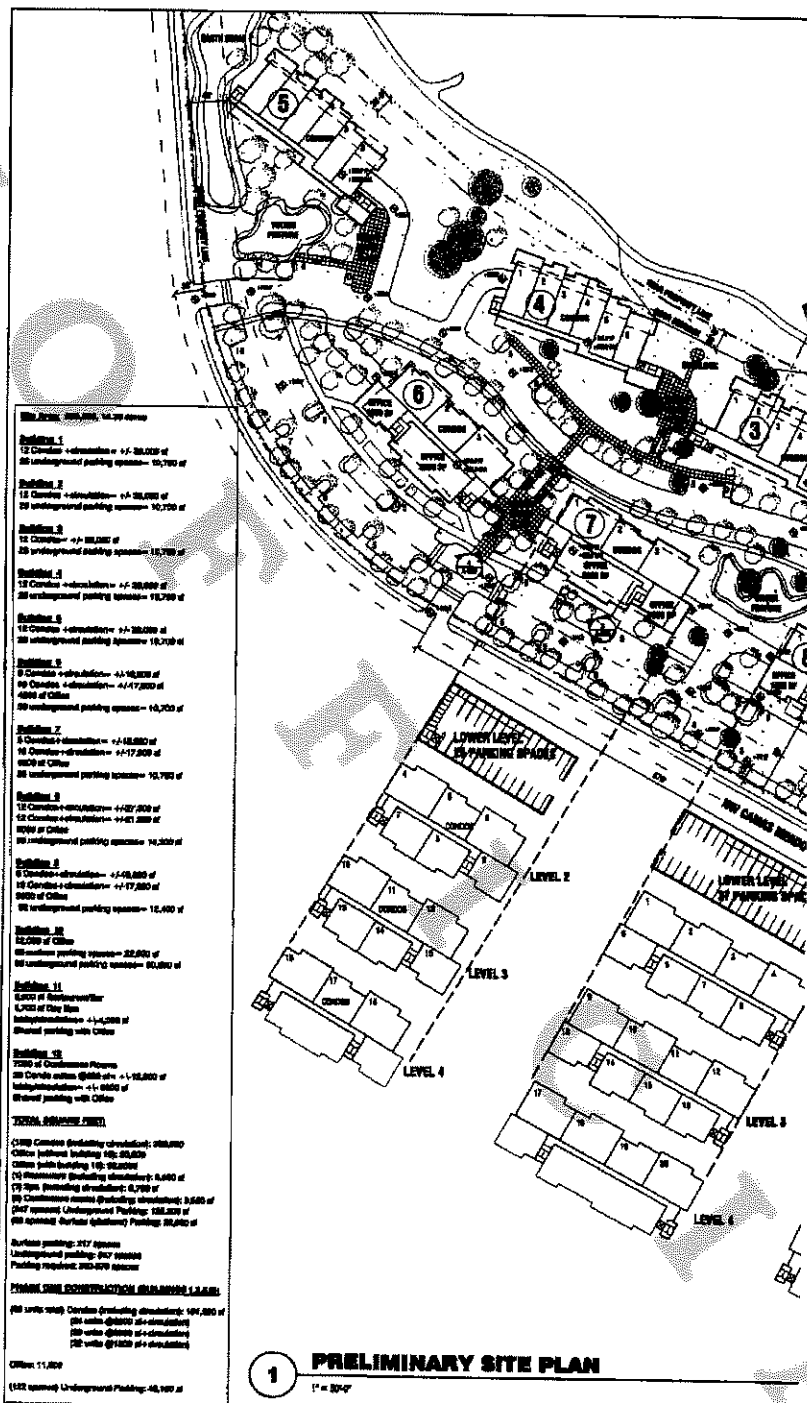
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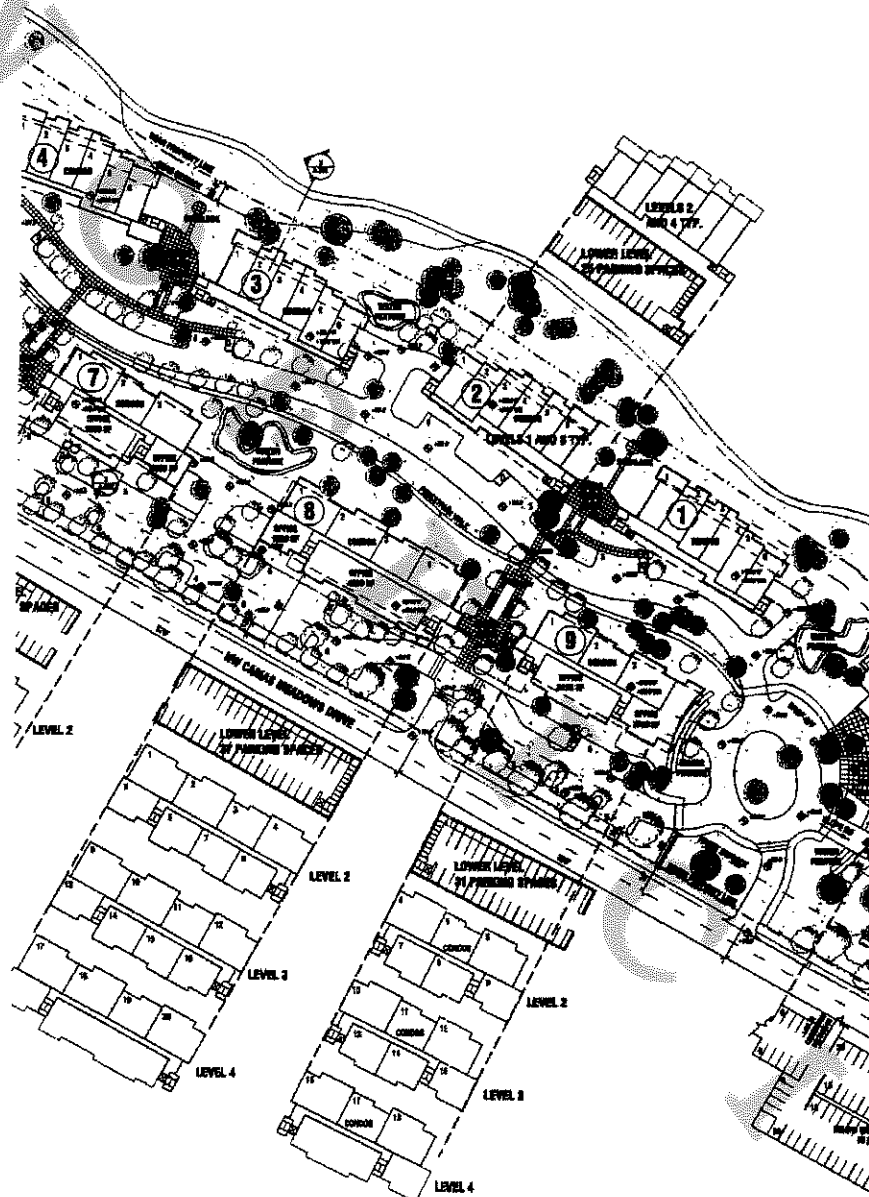
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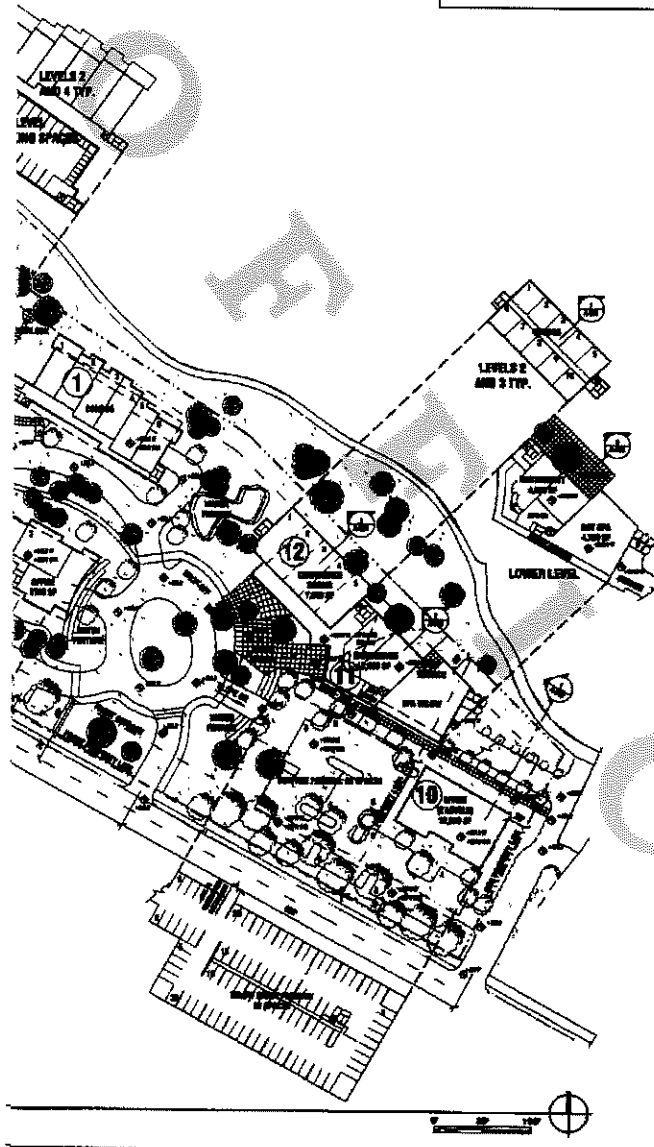
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FFA

FLATIRON FARM, AUSTIN, P.C.  
ARCHITECTURAL, PLANNING, INTERIOR  
DESIGN, AND CONSTRUCTION  
10000 N. MICHIGAN AVE., SUITE 200  
DALLAS, TEXAS 75243-2000  
PHONE: 214.343.1100  
FAX: 214.343.1101  
WWW.FFA-ARCHITECTS.COM

<b>Site Easement Chart</b>	
Minimum Street Side Setback (Building)	40' min.
Minimum Street Side Setback (Parking)	10' min.
Minimum Rear Yard Setback	20' min.
Minimum Side Yard Setback	10' min.

<b>Legend</b>	
	Major Existing Trees to Preserve
	Suggested New Trees
	Parking Pattern



## Ambiance

10000 Carmel Meadows Dr.  
Carmel, WA

## DESIGN REVIEW

PROJECT NUMBER	10000
SHEET	10-01-01
DATE	
DESIGNER	
APPROVER	
REVIEWER	
DATE	
REVISION	

SITE PLAN  
A1.00



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**EXHIBIT "D"**

**LOT RECONFIGURATION**

DEVELOPMENT AGREEMENT  
EXHIBIT "D"

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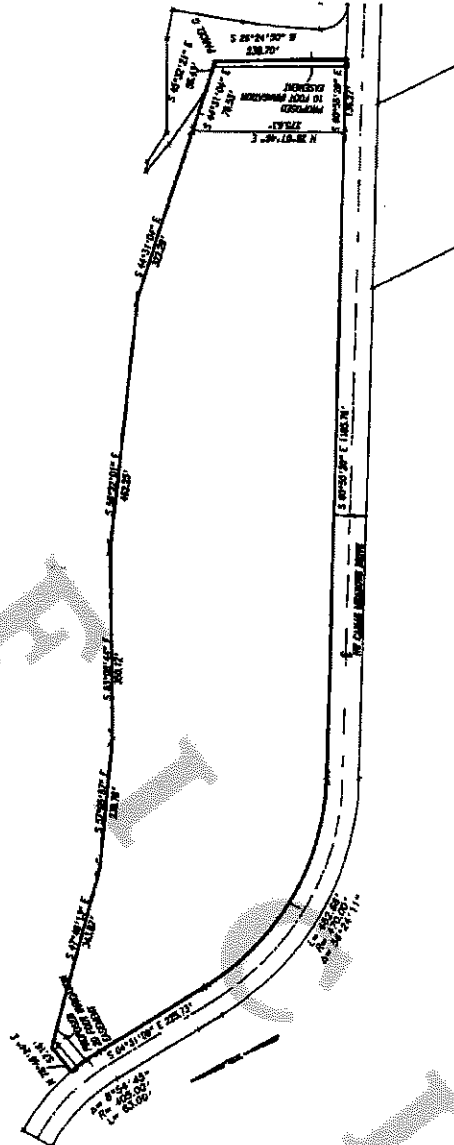
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When Recorded, Return to:

EXHIBIT C

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

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "First Amended Agreement") is made and entered into by and between the City of Camas, a Washington Municipal Corporation, ("City"), and Vanport Manufacturing Inc (Vanport), collectively referred to as the "Parties";

### RECITALS

**WHEREAS**, Vanport owns or controls certain real property which is located in the City of Camas, Washington; and which is more fully described in the attached Exhibit A which is incorporated by reference herein ("Vanport Property"); and,

**WHEREAS**, Vanport (under its predecessor in interest to the property, Long Drive LLC) and the City previously entered into a development agreement ("Long Drive Agreement"), a copy of which is attached hereto as Exhibit B, addressing a variety of issues, including, but not limited to the vesting of development standards and transportation capacity and adoption of a master plan, (for a project known as "Ambiance") that would govern the development of the property covered by the Long Drive Agreement; and,

**WHEREAS**, In order to facilitate the development of that portion of property covered by the Long Drive Agreement, which was recently sold to Pedwar Development Group LLC ("Pedwar"), which seeks to construct a facility to manufacturer medical devices, the City is concurrently entering into a Development Agreement with Pedwar and amending the Long Drive Agreement to provide clear and predictable development standards to enable Pedwar to locate its facility within the City and to have consistent master plans for the development of the Pedwar and Vanport properties; and,

**WHEREAS**, the City also wishes to amend or clarify certain specific provisions provided for in the Long Drive Agreement to better reflect current conditions; and,

**WHEREAS**, Vanport wishes to confirm its consent to the amendments to the Long Drive Agreement master plan provided for in Exhibit C, specifically including those design changes proposed for the portion of the property to be developed by Pedwar; and

**WHEREAS**, the City finds that the amended master plan attached as Exhibit C, which amends the master plan provided for in the Long Drive Agreement, is consistent with the design and development standards applicable to the property subject to the Long Drive Agreement; and,

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

**WHEREAS**, the City, has the authority to enter into Development Agreements pursuant to RCW 36.70B.170; and,

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

**WHEREAS**, the City is further authorized to enter into Development Agreement pursuant to Camas Municipal Code ("CMC") 18.55.340; and

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. Development Agreement**

This First Amended Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210 and CMC 18.55.340. It shall become a contract between Vanport and the City upon the City's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and CMC 18.55.340 and execution of the Agreement by all Parties. This First Amended Development Agreement is subject to a State Environmental Policy Act Threshold Determination (Revised SEPA case file #06-04-05).

**Section 2. Effective Date and Duration of Agreement**

This First Amended Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties. The rights of the Long Drive Property to be developed under the master plan and development standards provided for in this First Amended Agreement, and any other rights provided for in the Long Drive Agreement, shall terminate on 12/31/2019, provided that any time periods specified in this First Amended Agreement shall be tolled pending any appeals of any city, state or federal land use decisions necessary to commence and to carry out the terms of the First Amended Agreement.

**Section 3. Master Plan**

The master plan that was approved in conjunction with the Long Drive Agreement is amended as provided for in Exhibits C (Pedwar property) and D (Vanport Property), which are attached hereto and incorporated by reference herein. The "Description of the Proposed Development on this Property" provided for in Section 3 of the Long Drive Agreement shall be amended to provide for approximately 9 buildings, 140 condominium units and 29,000 square feet of professional office space, a restaurant, a spa, conference rooms, open space and underground parking.

**Section 4. Transportation**

Due to the fact that all transportation improvements identified in the Long Drive Agreement are either funded or have been constructed, all of Section 8 (including Sections 8.1 through 8.3) of the Long Drive Agreement should be stricken in their entirety and shall have no further effect.

**Section 5. Plat Amendments**

Section 7 of the Long Drive Agreement shall be stricken in its entirety and shall have no further effect.

**Section 6. Waiver**

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

**Section 8. Venue**

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

**Section 9. Entire Agreement/Modifications**

This First Amended Agreement constitutes an agreement between and among the Parties with respect to the Long Drive Agreement; and except and unless a provision of the Long Drive

Agreement is specifically referenced and amended by this First Amended Agreement, all provisions of the Long Drive Agreement shall remain in full force and effect.

**Section 10. Captions**

The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the Parties.

**Section 11. Gender/Singular/Plural**

Whenever masculine, feminine, neutral, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

**Section 12. Severability**

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

**Section 13. Inconsistencies**

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

**Section 14. Binding on Successors and Recording.**

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

**Section 15. Recitals.**

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

**Section 26. Amendments.**

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

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



CITY OF CAMAS, WASHINGTON

By

Title

Date

3/27/13

Vanport Manufacturing Inc.

By

Title

Date

3/12/2013

STATE OF WASHINGTON )

) ss.

County of CLARK )

I certify that I know or have satisfactory evidence that Scott Higgins is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Mayor of the CITY OF CAMAS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED:

3-27-13

LEISHA A. COPSEY  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
AUGUST 30, 2015

Leisha A. Copsey  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: 8/30/15

Oregon  
~~STATE OF WASHINGTON~~ )

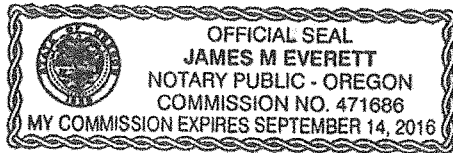
) ss.

County of ~~CLARK~~ )

Clackamas

I certify that I know or have satisfactory evidence that Martin Hestrich is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the President of Vanport Manufacturing, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/12/2013



James M. Everett  
NOTARY PUBLIC for the State of ~~Washington~~, Oregon  
Residing in the County of ~~Clark~~, Clackamas  
My Commission Expires: Sept. 14, 2016

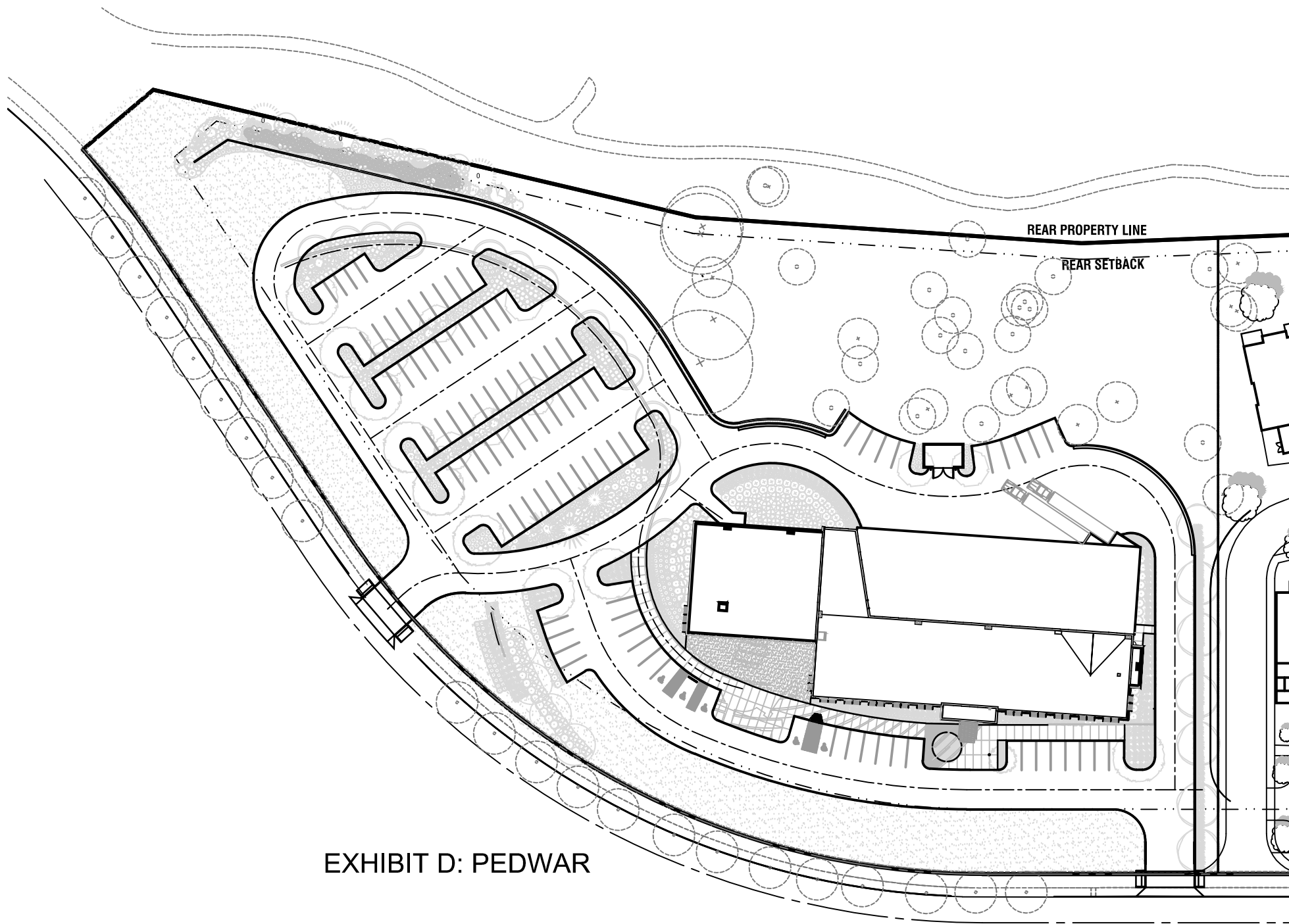
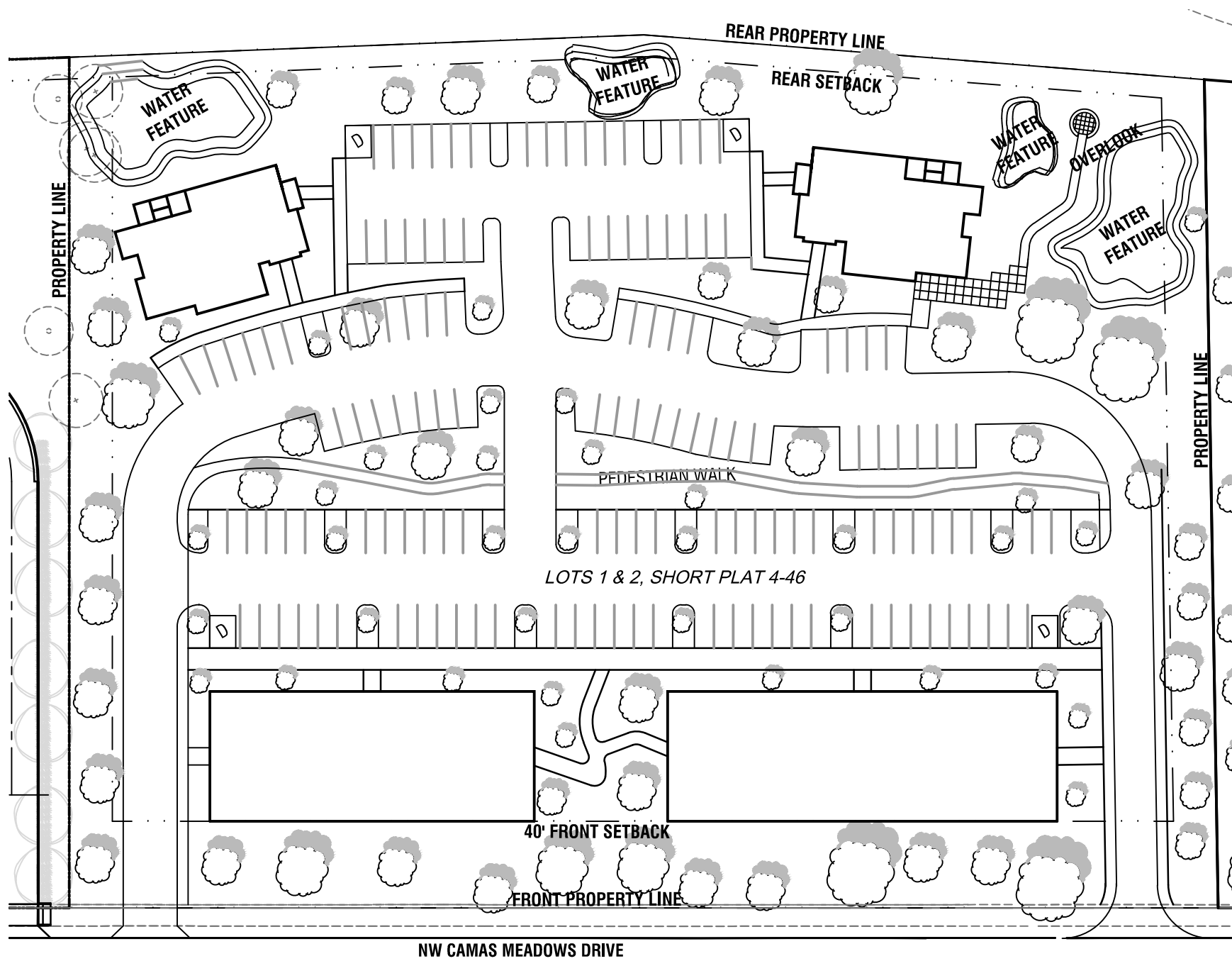


EXHIBIT D: PEDWAR



Note: Layout shown is conceptual. Exact site layout, building sizes, and uses to be approved through the Site Plan Review and Design Review processes.

## EXHIBIT E: VANPORT

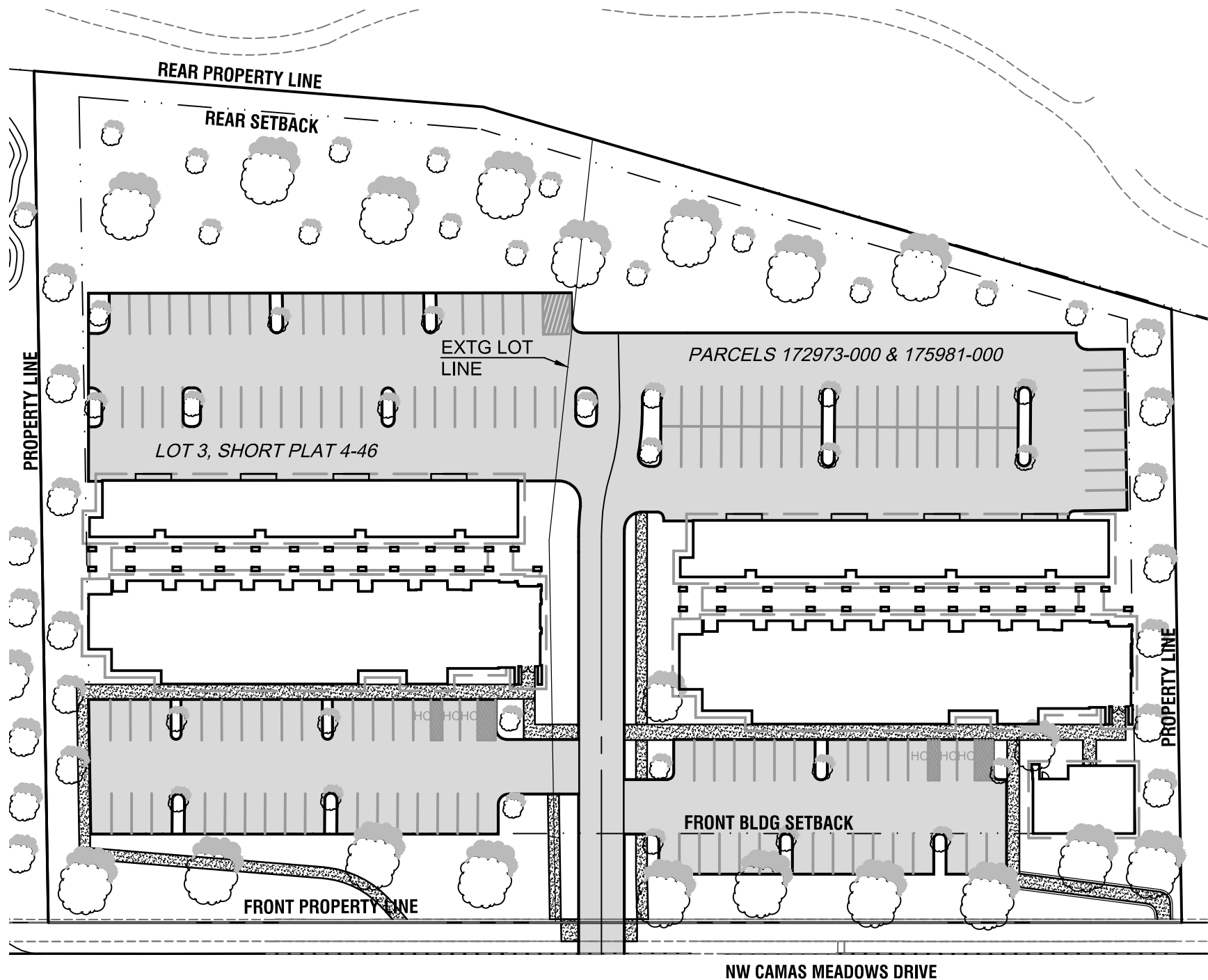


EXHIBIT F: LOFTS @ CM

**Exhibit G:**  
**Parcels 172973-000 & 175980 and Lots 1-3 of Short Plat 4-46**  
**Proposed Lot Development Standards**

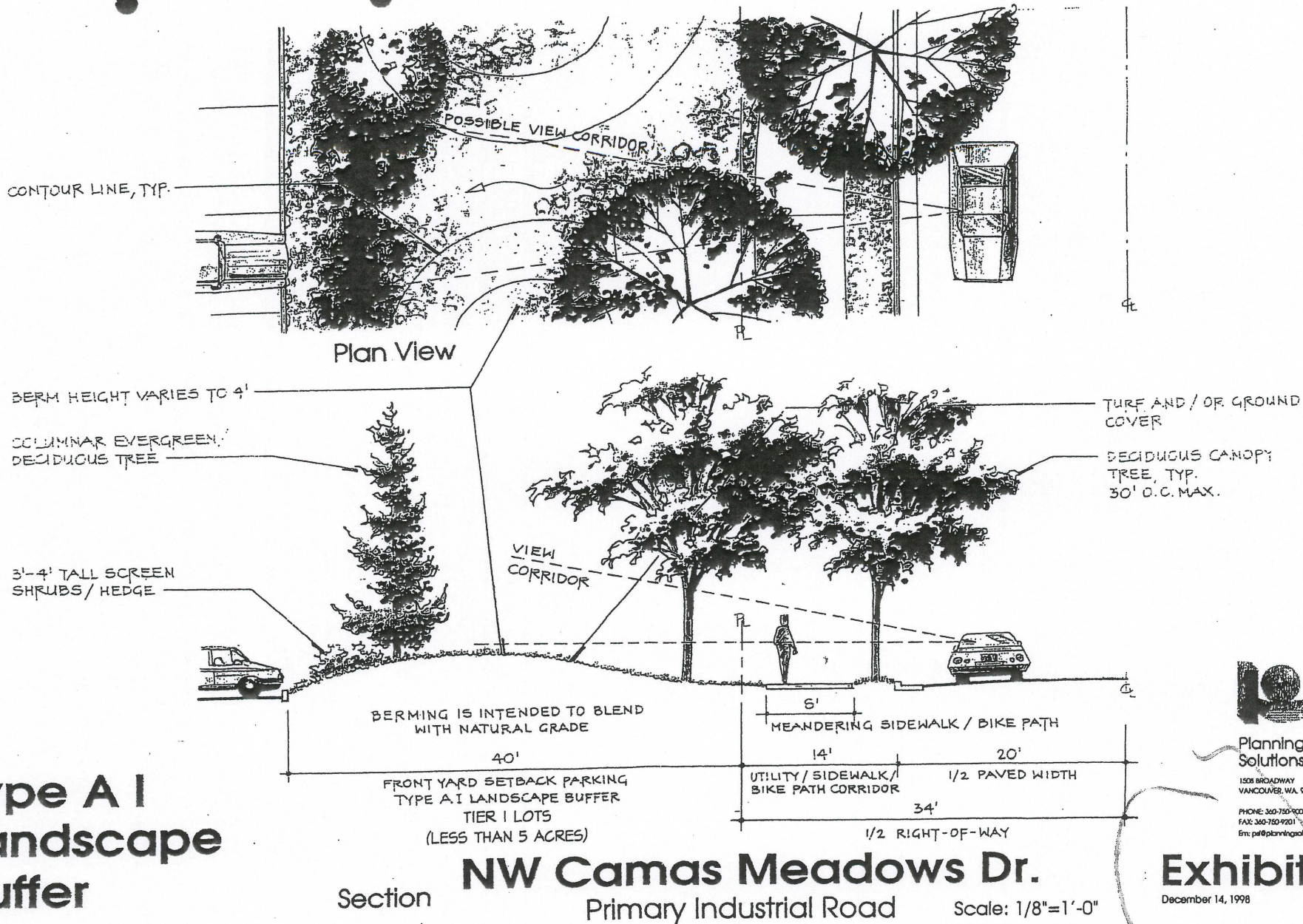
<b>Lot Standards</b>	
Minimum Lot Size	2 acres
Minimum Avg. Lot Width	100'
Minimum Avg. Lot Depth	100'
Minimum Front Yard Setback Parking	40' <sup>1,4</sup>
Minimum Front Yard Setback Building	40' <sup>4</sup>
Minimum Side Yard Setback	20' <sup>2,4</sup>
Minimum Rear Yard Setback	30' <sup>3,4</sup>
Minimum Street Side Yard Setback Parking	20'
Minimum Street Side Yard Setback Building	20'
Minimum Landscape Area	15%
<b>Building Standards</b>	
Lot Coverage	50%
Building Separation	Per UBC
Height Restrictions	60' <sup>5</sup>

1. Front yard setbacks along Camas Meadows Drive shall be enhanced with a Type A Landscape Buffer per Exhibit H unless an approved modification is approved by the City based on topographic constraints. Also, see Section 3 of the development agreement for allowable modification to Exhibit F Lofts @ CM front setback.
2. The side yard setback on the east and west borders of Exhibit E Vanport area can be reduced from 20' to 15' pending approval by the City through the Site Plan review process if, in the opinion of the Community Development Director or designee, the proposed use, landscaping, and architectural design of buildings on the site significantly enhances the view of the property as seen from the roadway and increases compatibility with adjacent uses.
3. The rear yard setback for lots backing to Camas Meadows Golf Course shall be 30' except that a 10' setback may be approved where adequate screening acceptable to the City is provided such that parking areas and buildings in proximity to the golf course are adequately protected from potential impact by golf balls.
4. See Section 3 of the Development Agreement for additional modifications to setbacks including for internal lot lines in the area covered by Exhibit F.
5. For buildings exceeding 60' in height, setbacks increase 1' horizontal for each additional foot of vertical building height over 60'.



EXHIBIT H

# Type A I Landscape Buffer



Planning  
Solutions, Inc.

1501 BROADWAY  
VANCOUVER, WA 98663

PHONE: 360-750-1000  
FAX: 360-750-9201  
E-mail: ps@planningolutionsinc.com

**Exhibit 3**

December 14, 1998



Community Development Department  
616 NE Fourth Avenue  
Camas, WA 98607  
(360) 817-1568

Design Review Committee Recommendation  
The Lofts at Camas Meadows  
City File No. DR15-01  
(Related Files: SPRV15-01)

---

TO: The Lofts @ Camas Meadows, LLC  
FROM: Lauren Hollenbeck, Senior Planner  
OWNER/APPLICANT: Drew Miller, The Lofts at Camas Meadows, LLC  
LOCATION: No Site Address.  
Parcel numbers 172973-000 and 175980-000  
Camas, WA 98607

APPLICABLE LAW: The application was submitted on March 10, 2015 and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; CMC Chapter 18.19 Design Review; Camas Design Review Manual (2002); and CMC Chapter 18.55 Administration and Procedures; and RCW 58.17.

BACKGROUND:

The Lofts at Camas Meadows is a 104-unit apartment development proposal to be located on 4 acres of Light Industrial / Business Park zoned property abutting the north side of Camas Meadows Drive near the Camas Meadows Golf Course. The development will occur in two phases each containing one 4-story apartment building with a clubhouse constructed in the first phase.

The subject site is also located within the North Dwyer Creek Employment Mixed Use Overlay District. As such there are specific standards for design, shape and orientation of the lots. There is also a Development Agreement (DA), recording number 3862705 dated 7/27/2004, which contains development standards for the Camas Meadows Corporate Center. The proposal under this DA included a mixed use development with 158 residential condominiums, professional office space, and restaurant/retail space in 12 buildings on approximately 14 acres. The DA was subsequently modified on 4/4/2013 (recording number 4957781) to provide for approximately 9 buildings, 140 condominium units and 29,000 square feet of professional office and restaurant/retail space development.

At the writing of this staff report, a second amended development agreement is being considered, which includes a maximum of 104-unit apartments on the eastern end of the property and the remaining portion of the property to be developed solely with commercial, light industrial or business park uses allowed under CMC 18.07.030 Table 1, for the LI/BP zoning district. This allows for more land area to be reserved for non-residential uses. The new development agreement will also propose new setback requirements.



The Design Review Committee (DRC) held a public meeting on May 20, 2015, and a video recording of the meeting is available online at <https://camas.legistar.com/Calendar.aspx>. The DRC considered the general design review standards (CMC Chapter 18.19.050.A.1 and the Camas Design Review Manual "DRM" pages 4-7), along with the specific standards for multi-family developments (CMC Chapter 18.19.050.B.3.a and the DRM pages 14-15).

#### DESIGN REVIEW REQUIREMENTS PER CMC CHAPTER 18.19 DESIGN REVIEW AND THE CAMAS DESIGN REVIEW MANUAL

The following summary of design criteria must be met for approval of a development per CMC 18.19.050 Design Principles.

Standard Principles, Subsection "A", includes landscaping, integration of natural features of the property, building design, and integration of historic elements.

Finding: Landscaping is provided for throughout the site and existing trees are retained in the landscape area between the site and the golf course. A monument sign is proposed at the entry to the site and should be incorporated into the landscaping. Parking and building lighting is directed away from surrounding properties and existing street lighting is located along Camas Meadows Drive. The buildings consist of high quality materials such as painted fiber cement plank siding, composite roofing with a cultured stone base. The DRC found that the application met the overall intent of these criteria. The DRC noted that the standards of outdoor furniture, fencing/walls, and building scale do not apply to this property.

Specific Principles, Subsection "B(3)" Multi-family, includes restrictions on parking areas, size and scale of buildings adjacent to residential zones, walls and garages.

Finding: A minimum standard for stacked housing is that parking spaces must be "clustered in small groupings" and be separated and screened with landscaping. The proposed site plan provides landscape finger islands throughout the parking area and landscaping around the parking areas. The standards also require trees and/or planting strips to be used for separating vehicles and pedestrian movements. The landscape plan provides landscaping between the south parking lots and the street right-of-way. The DRC found that the application met the overall intent of these criteria. The DRC noted that the standards of building scale, walls and garages do not apply.

#### CONCLUSIONS

At the conclusion of the public meeting, the Design Review Committee recommendations were as follows:

1. The entry monument sign should be incorporated into the landscaping and shown on the landscape plan.
2. Landscape lighting specifications should be submitted for City review and approval.
3. A more technical review for compliance with the applicable Camas Municipal Code development standards should be completed with the site plan review submittal.

RESOLUTION NO. 15-003

A RESOLUTION revising and extending the Comprehensive Street Program for an additional six (6) years.

WHEREAS, pursuant to the requirements of RCW 35.77.010, the City of Camas did, by Resolution No. 1298 adopt a Comprehensive Street Program (also known as a “Six-Year Transportation Improvement Program”) for the ensuing six (6) years, and

WHEREAS, said law requires the City revise and extend said Comprehensive Street Program annually, and

WHEREAS, pursuant to said law, the City Council of the City of Camas being the legislative body of said City did hold a public hearing on said revised Comprehensive Plan at 7:00 p.m. at the Camas Municipal Center in Camas, Washington, on the 1<sup>st</sup> day of June 2015 and the City Council received and considered public testimony relative to the Comprehensive Street Program, as proposed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Camas that the Comprehensive Street Program heretofore adopted and revised by the City Engineer for the City of Camas, as submitted to the City Council for the City of Camas, be and the same is hereby adopted and extended for an additional six (6) year period from the date thereof.

BE IT FURTHER RESOLVED, that the City Clerk file a copy of said revised Comprehensive Street Program for the ensuing six (6) years, together with a copy of this resolution, with the Secretary of Transportation of the State of Washington.

PASSED by the Council and APPROVED by the Mayor this 15<sup>th</sup> day of June 2015.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

Washington State Department of Transportation

Agency: City of Camas

Co. No.: 06

Co. Name: Clark Co.

City No.: 0145

MPO/RTPO: RTC

Six Year Transportation Improvement Program

FROM:2016

Hearing Date:6/1/2014

Amend Date:

TO:2021

Adoption Date:6/15/2014

Resolution No:

Functional Class	Priority Number	Project Identification A. Pin/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditure Schedule <i>(Local Agency)</i>				Federally Funded Projects Only			
								Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required	
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds							
1	2	3		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	1	<b>NW 6th Avenue</b> NW Norwood St. to NE Adams from: to: Includes Norwood Intersection Roundabout		24	S	0.00		CN	3/1/2016					1850	1850	1850					NO	
								Totals0001850185018500000														
16	2	<b>NW Brady Road</b> NW 16th to NW 25th from: to: Widening, bike lanes		03	P	0.63	P C G T	RW	1/1/2016					800	800	800					CE	YES
								CN	3/1/2021			OTHER	6000		6000			6000				
								Totals00600080068008000006000														
00	3	<b>NW Camas Meadows Drive</b> NW Payne St. to NW 60th Ave. from: to: New construction		15	P	0.41		PE	7/1/2017				OTHER	400	100	500		400	100		CE	YES
								RW	7/1/2018			OTHER		160	160			160				
								CN	6/1/2019			OTHER	2200	600	2800				2800			
								Totals002600860346004002602800														
00	4	<b>NW Larkspur Street</b> NW Lake Rd. to NW 60th from: to: Widening, sidewalk		03	P	0.13	W S P T C G	PE	7/1/2017				OTHER	120	40	160		120	40		CE	YES
								RW	7/1/2018				100	100			100					
								CN	6/1/2019			OTHER	170	640	810				810			
								Totals0029078010700120140810														
16	5	<b>NW 38th Avenue</b> NW Parker to Grass Valley Park from: to: Widening, bike lanes		03	P	0.45	P C G T	ALL	1/1/2019	STP(U)	1800				1710	3510				3510	CE	YES
								Totals018000171035100003510														
12	6	<b>SR-14 West Camas Slough Bridge</b>  from: to: Widen to 4 lanes NOTE: PE phase began 1/2006		03	P	2.25		ALL	1/1/2018			WSDOT	25000		25000				25000		NO	
								Totals0025000025000000025000														

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TO: 2021

Adoption Date: 6/15/2014

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								Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
14	7	ADA Compliance from: Citywide to: (Ongoing)		28	P	00		ALL	1/1/2016					180	180	30	30	30	90		NO
								Totals		0	0		0	180	180	30	30	30	90		
00	8	NW 23rd Avenue Nw Astor to NW Sierra from: to: Widening, sidewalk		04	P	0.23		ALL	1/1/2017					520	520		520				YES
								Totals		0	0		0	520	520	0	520	0	0		
16	9	NW Pacific Rim Boulevard @ SE Payne Rd. from: to: Traffic signal		24	P	00		ALL	1/1/2019					300	300				300		NO
								Totals		0	0		0	300	300	0	0	0	300		
17	10	NE Goodwin Road/28th Street NW Camas Meadows Dr. to NE 232nd Ave. from: to: Widen to 5 lanes with bike lanes west of Ingle Widen to 3 lanes with bike lanes east of Ingle		15	P	1.72		ALL	1/1/2020	STP(U)	6880	OTHER	7200	6000	20080				20080	CE	YES
								Totals		0	6880		7200	6000	20080	0	0	0	20080		
17	11	Bybee Road Realignment SE 15th St. to SE 20th St. from: to: New construction		01	P	0.05	C S W G P T	ALL	1/1/2017					1450	1450				1450		YES
								Totals		0	0		0	1450	1450	0	0	0	1450		
17	12	NW Leadbetter Drive NW Lake Rd. to NW Fremont St. from: to: Sidewalk Notes:		28	P	0.15	P C T G W S	CN	1/1/2017					60	60				60		NO
								Totals		0	0		0	60	60	0	0	0	60		

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								Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16	13	Lake Road NW Lacamas Lane to NE Everett from: to: Widening, sidewalk		03	P	0.45		ALL	6/1/2020					3220	3220				3220		YES
Totals										0	0		0	3220	3220	0	0	0	3220		
00	14	New NUGA E/W Arterial NE 14th St. to Everett Rd. from: to: New construction Includes Critical Areas and Alignment Investigation		15	P	2.00		PE	6/1/2020					415	415				415		
Totals										0	0		0	415	415	0	0	0	415		
00	15	NE 9th Street NE 232nd Ave. to NE 242nd Ave. from: to: New construction Includes Critical Areas and Alignment Investigation		15	P	0.50		PE	6/1/2020					210	210				210		
Totals										0	0		0	210	210	0	0	0	210		
16	16	SR-500 (Everett St./Rd.) NW Lake Rd. to SE 4th St. from: to: Widen to 3 lanes with bike lane		15	P	1.08		PE	6/1/2021					5	5				5		
Totals										0	0		0	5	5	0	0	0	5		
19	17	NW Maryland Street NW 19th to NW 24th from: to: New construction		01	P	0.25	C S W G P T	ALL	6/1/2021					270	270				270		NO
Totals										0	0		0	270	270	0	0	0	270		
17	18	NW Astor Street/NW 11th Avenue NW 16th Ave. to McIntosh Rd. from: to: Widening, bike lanes Includes path on Forest Home Road from Forest Home Lane to Astor Street		03	P	0.62	P C G T	PE	1/1/2018					115	115			115	115		YES
								RW	1/1/2019					115	115						
								CN	6/1/2020					1820	1820				1820		
Totals										0	0		0	2050	2050	0	0	115	1935		

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									Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16	19	NW 18th Avenue, et al NW Astor to NW 16th, include NW Hood from:                      to: Widen curb, sidewalk	03	P	0.51	S W P T C	RW CN	1/1/2021 6/1/2021					230 2015	230 2015				230 2015		YES
							Totals		0	0		0	2245	2245	0	0	0	2245		
16	20	NW 18th Avenue NW Whitman St. to NW Brady Rd. from:                      to: New construction with bike lanes	01	P	0.26	P G T C W S	PE	1/1/2021					5	5				5		
							Totals		0	0		0	5	5	0	0	0	5		
16	21	NW 18th Avenue NW Whitman St. to West City Limits from:                      to: Widening, bike lanes	03	P	0.40	W S P T C G	PE	1/1/2021					5	5				5		
							Totals		0	0		0	5	5	0	0	0	5		
17	22	NE 43rd Avenue from: SR-500                      to: East City Limits Widen to 3 lanes with bike lanes	03	P	0.36	C S G P T	ALL	1/1/2021					2110	2110				2110		YES
							Totals		0	0		0	2110	2110	0	0	0	2110		
00	23	NW 43rd/NW Astor - NW Sierra to NW 38th from:                      to: Widening, bike lanes	03	P	.50	S P C G T	PE	1/1/2021					5	5				5		
							Totals		0	0		0	5	5	0	0	0	5		
00	24	North Dwyer Creek Master Plan Street "B" NW Friberg St./Strunk to NW Larkspur St. from:                      to: New construction	15	P	0.90	C S W G P T	PE	1/1/2021					5	5				5		
							Totals		0	0		0	5	5	0	0	0	5		

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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	25	<b>NW Payne Street</b> NW Lake Rd. to NW Camas Meadows Dr. from:                      to: Widening	03	P	0.40	C G P T	PE	1/1/2021						5	5					5
							Totals		0	0		0	5	5	0	0	0	0		5
00	26	<b>North Dwyer Creek Master Plan Street "A"</b> NW Lake Rd. to NW Camas Meadows Dr. from:                      to: New construction	15	P	0.64	C S W G P T	PE	1/1/2021						5	5					5
							Totals		0	0		0	5	5	0	0	0	0		5
00	27	<b>NW McIntosh Road</b> NW Brady Rd. to NW 11th Ave. from:                      to: Widening, bike lanes	15	P	1.2	P G C T	PE	1/1/2021						5	5					5
							Totals		0	0		0	5	5	0	0	0	0		5
00	28	<b>NE Woodburn Drive</b> SE 283rd Ave. to SE 15th St. from:                      to: New construction Includes 23rd St. realignment	01	P	.70	C S W G P T	ALL	1/1/2021						5870	5870					5870
							Totals		0	0		0	5870	5870	0	0	0	0		5870
07	29	<b>SE 15th Street/Nourse Road</b>  from: Camas High School to: NE 283rd Ave. Widen to 3 lanes with bike lanes	15	P	0.59	C S W G P T	PE	1/1/2021						5	5					5
							Totals		0	0		0	5	5	0	0	0	0		5
00	30	<b>NE 18th Street</b> NE 192nd Ave. to NE Goodwin Rd. from:                      to: New construction (potential alternate alignment)	15	P	0.67		PE	1/1/2021						5	5					5
							Totals		0	0		0	5	5	0	0	0	0		5



Agency: City of Camas  
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							Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
									Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
17	31	NE 28th Street NE 232nd Ave. to NE 242nd Ave. from:                      to: Widen to 3 lanes with bike lanes	15	P	0.50		PE	1/1/2021					5	5				5		
							Totals		0	0		0	5	5	0	0	0	5		
00	32	NW Camas Meadows Drive NE 13th St. to NE 18th St. from:                      to: New construction (potential alternate alignment)	15	P	0.20		PE	1/1/2021					5	5				5		
							Totals		0	0		0	5	5	0	0	0	5		
17	33	NE 232nd Avenue NE 28th to NE 9th St. from:                      to: Widen to 3 lanes with bike lanes	15	P	0.97		PE	6/1/2021					5	5				5		
							Totals		0	0		0	5	5	0	0	0	5		
00	34	NE 242nd Avenue NE 28th St. to NE 14th St. from:                      to: Widen to 3 lanes with bike lane	15	P	0.70		PE	6/1/2021					5	5				5		
							Totals		0	0		0	5	5	0	0	0	5		
00	35	NE Ingle Road Extension Goodwin to 232nd Ave from:                      to: New construction	15	P	1.00		PE	6/1/2021					5	5				5		
							Totals		0	0		0	5	5	0	0	0	5		

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Functional Class	Priority Number	Project Identification		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditure Schedule				Federally Funded Projects Only				
		A. Pin/Project No.	B. STIP ID					Project Phase	Phase Start (yyyy)	Fund Source Information						(Local Agency)				Envir. Type	R/W Required		
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th thru 6th				
1	2	3	G. Structure ID	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
14	36	NW Brady Road @ NW 16th Ave. from: Traffic signal to:		24	P	00		ALL	1/1/2021					300	300				300		NO		
								Totals						0	0	0	300	300	0	0	0	300	
16	37	NW Lake Road @ NW Sierra St. from: Traffic signal to:		24	P	00		ALL	1/1/2021					300	300				300		NO		
								Totals						0	0	0	300	300	0	0	0	300	
00	38	NE Goodwin Road @ NW Camas Meadows Drive from: Traffic signal to:		24	P	00		ALL	1/1/2021					300	300				300		NO		
								Totals						0	0	0	300	300	0	0	0	300	
16	39	NW Pacific Rim @ Parker Street from: Traffic signal to:		15	P	00		PE	1/1/2021					5	5				5				
								Totals						0	0	0	5	5	0	0	0	5	
16	40	SR-500 @ Leadbetter Road from: Access Control to:		15	P	00		PE	1/1/2021					5	5				5				
								Totals						0	0	0	5	5	0	0	0	5	
16	41	SR-500 @ New E/W Arterial from: Traffic signal to:		15	P	00		PE	6/1/2021					5	5				5				
								Totals						0	0	0	5	5	0	0	0	5	

Agency: City of Camas  
Co. No.: 06  
City No.: 0145

Co. Name: Clark Co.  
MPO/RTPO: RTC

FROM: 2016

Hearing Date: 6/1/2014

Amend Date:

TO: 2021

Adoption Date: 6/15/2014

Resolution No:

Functional Class	Priority Number	Project Identification A. Pin/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule <i>(Local Agency)</i>				Federally Funded Projects Only	
								Project Phase	Phase Start (yyyy)	Fund Source Information											
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
1	2	3		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16	42	NE 28th Street @ 242nd Avenue  from: Traffic signal to:		15	P	00		PE	6/1/2021					5	5				5		
								Totals								0	0	0	5	5	0
17	43	NE Goodwin Road @ NE Ingle Rd. from: Traffic signal to:		15	P	00		PE	6/1/2021					5	5				5		
								Totals								0	0	0	5	5	0
16	44	SR-500 @ NE Lake Rd. from: Roundabout to:		15	P	00		PE	6/1/2021					5	5				5		
								Totals								0	0	0	5	5	0
16	45	SR-500 @ NE 14th Ave. from: Controlled Access to:		24	P	00		PE	6/1/2021					5	5				5		
								Totals								0	0	0	5	5	0
00	46	NE 232nd Avenue @ 9th Street  from: Roundabout to:		15	P	00		PE	6/1/2021					5	5				5		
								Totals								0	0	0	5	5	0
00	47	NE 232nd Avenue @ Ingle Extension  from: Roundabout to:		15	P	00		PE	6/1/2021					5	5				5		
								Totals								0	0	0	5	5	0

Agency: City of Camas  
Co. No.: 06                      Co. Name: Clark Co.  
City No.: 0145                 MPO/RTPO: RTC

**FROM:        2016                      TO:        2021**  
Hearing Date:    6/1/2014            Adoption Date:    6/15/2014  
Amend Date:                            Resolution No:                           

Functional Class	Priority Number	Project Identification A. Pin/Project No.                      B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description                      G. Structure ID	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule                      (Local Agency)				Federally Funded Projects Only	
							Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
									Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	48	<b>Pavement Treatments (maintenance &amp; preservation)</b>  from:    to: Overlays, surface treatments	47	P	00	P	CN	6/1/2016					4200	4200	700	700	700	2100		NO
							Totals		0	0		0	4200	4200	700	700	700	2100		
00	49	<b>Reconstructs</b>  from: Citywide    to:	04	P	00	G W	ALL	1/1/2016	CDBG	250			1250	1500	250	250	250	750		NO
							Totals		0	250		0	1250	1500	250	250	250	750		
00	50	<b>Sidewalk Projects</b>  from:    to: Sidewalk installations Citywide	28	P	00		CN	1/1/2017	CDBG	450			50	500		100	100	300		NO
							Totals		0	450		0	50	500	0	100	100	300		
00	51	<b>Curb Ramp Projects</b>  from:    to: Future curb ramp installations	28	P	00		CN	1/1/2016					90	90	15	15	15	45		NO
							Totals		0	0		0	90	90	15	15	15	45		
00	52	<b>Shared Path Improvements</b> Citywide from:    to:	28	P	00		ALL	1/1/2018					200	200			50	150		NO
							Totals		0	0		0	200	200	0	0	50	150		

Agency: City of Camas  
Co. No.: 06                      Co. Name: Clark Co.  
City No.: 0145                 MPO/RTPO: RTC

**FROM: 2016**                      **TO: 2021**  
Hearing Date: 6/1/2014      Adoption Date: 6/15/2014  
Amend Date:                      Resolution No:

Functional Class	Priority Number	Project Identification A. Pin/Project No.                      B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description                      G. Structure ID	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule <i>(Local Agency)</i>				Federally Funded Projects Only	
							Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
									Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	53	<b>Safety Projects</b>  from:                      to: Future safety projects Includes traffic revisions, NW Fargo Curve Safety Analysis	21	P	00		ALL	1/1/2017					250	250		50	50	150		NO
							Totals		0	0		0	250	250	0	50	50	150		
00	54	<b>Storm Grate Replacements (Bike Improvements)</b>  from:                      to: Storm grate replacements for bike lane improvements	38	P	00		CN	1/1/2016					20	20	20					NO
							Totals		0	0		0	20	20	20	0	0	0		
00	55	<b>Future Bike Route Improvements</b> Citywide from:                      to: Future bike route improvements	28	P	00		CN	1/1/2016					30	30	5	5	5	15		NO
							Totals		0	0		0	30	30	5	5	5	15		
00	56	<b>Street Lighting</b> Citywide from:                      to: Street Lighting	21	P	00		CN	1/1/2016					120	120	20	20	20	20		NO
							Totals		0	0		0	120	120	20	20	20	20		
02	57	<b>NE 3rd Avenue Washougal River Bridge</b>  from:                      to: Seismic rating, scour critical, and footing rehabilitation	14	P	00		ALL	1/1/2021	BR	800			200	1000				1000		NO
							Totals		0	800		0	200	1000	0	0	0	1000		

# City of Camas

## 2016 – 2021

### Six Year Street Priorities

- 
- 1 NW 6th Ave & Norwood Roundabout
  - 2 NW Brady Rd
  - 3 NW Camas Meadows Dr (East)
  - 4 NW Larkspur St
  - 5 NW 38th Ave (Ph 3)
  - 6 SR 14 - West Camas Slough Bridge
  - 7 ADA Compliance Citywide (7)
  - 8 NW 23rd Ave
  - 9 Pacific Rim Blvd & Payne Rd Signal
  - 10 NE Goodwin Rd/28th St
  - 11 Bybee Rd
  - 12 NW Leadbetter Dr Phase 2
  - 13 NW Lake Rd.
  - 14 New East/West Arterial
  - 15 NE 9th St
  - 16 SR 500 (Everett St/Rd)
  - 17 NW Maryland St
  - 18 NW Astor St.
  - 19 NW 16th Ave/Hood/18th Ave
  - 20 NW 18th Ave
  - 21 NW 18th Ave/Payne Rd
  - 22 NE 43rd Ave
  - 23 NW Astor St. /43rd Ave
  - 24 Street "B" (North Dwyer Creek Area)
  - 25 NW Payne St.
  - 26 Street "A" (North Dwyer Creek Area)
  - 27 NW McIntosh Rd
  - 28 NW Woodburn Dr.
  - 29 SE 15th St./Norse Rd
  - 30 NE 18th St
  - 31 NE 28th St
  - 32 NW Camas Meadows Dr (West)
  - 33 NE 232nd Ave
  - 34 NE 242nd Ave
  - 35 NW Ingle Rd Extension

# 9. Appendices

## A. Six Year Form Instructions

### Heading

Agency	Enter name of the sponsoring agency.
County No.	Enter the assigned number (see LAG Appendix 21.44).
City No.	Enter the assigned number (see LAG Appendix 21.45).
MPO/RTPO	Enter the name of the associated MPO (if located within urbanized area) or RTPO (if located in a rural area).
Hearing Date	Enter the date of the public hearing.
Adoption Date	Enter the date this program was adopted by council or commission.
Resolution No.	Enter Legislative Authority resolution number (if applicable.)
Amendment Date	Enter the date this program was amended by council or commission.

### Column Number

1. **Functional Classification.** Enter the appropriate 2-digit code denoting the Federal Functional Classification. (**Note:** The Federal Functional Classification must be one approved by FHWA.)

### Description

00- No Classification

#### Rural (< 5000 pop.)

- 01 - Interstate
- 02 - Principal Arterials
- 06 - Minor Arterials
- 07 - Major Collector
- 08 - Minor Collector
- 09 - Local Access

#### Urban (> 5000 pop.)

- 11 - Interstate
- 12 - Freeways & Expressways
- 14 - Other Principal Arterials
- 16 - Minor Arterial
- 17 - Collector
- 19 - Local Access

1. **Priority Numbers.** Enter local agency number identifying agency project priority (optional).

2. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Termini (milepost or street names); and (f) Describe the Work to be Completed.

4. **Improvement Type Codes.** Enter the appropriate federal code number.

**SEE APPENDIX A**

5. **Funding Status.** Enter the funding status for the entire project or phase that describes the current status.

**S** - Project is 'selected' by the appropriate selection body and funding has been secured by the lead agency.

**P** - Project is subject to selection by an agency other than the lead and is listed for planning purposes. (Funding has **not** been determined.)

6. **Total Length.** Enter project length to the nearest hundredth (or code "00" if not applicable).

7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that need to be relocated or are impacted by the construction project.

C - Cable TV

G - Gas

O - Other

P - Power

S - Sewer (other than agency-owned)

T - Telephone

W – Water

8. **Project Phase.** Select the appropriate phase code of the project.

**PE** - Preliminary Engineering, including Design (or Planning)

**RW** - Right of Way or land acquisition

**CN** - Construction only (**or transit planning or equipment purchase**)

**ALL** - All Phases: from Preliminary Engineering through Construction

9. **Phase Start Date.** Enter the **month/day/year** in MM/DD/YY format that the selected phase of the project is **actually** expected to start.

10. **Federal Fund Code.** Enter the Federal Fund code from the table.

**SEE APPENDIX C**

11. **Federal Funds.** Enter the total federal cost (**in thousands**) of the phase regardless of when the funds will be spent.

12. **State Fund Code.** Enter the appropriate code for any of the listed state funds to be used on this project.

**SEE APPENDIX C**

13. **State Funds.** Enter all funds from the State Agencies (**in thousands**) of the phase regardless of when the funds will be spent.

14. **Local Funds.** Enter all the funds from Local Agencies (**in thousands**) of the phase regardless of when the funds will be spent.



15. **Total Funds.** Enter the sum of columns 10, 12, and 14. (Auto-calculation in the “STIP Too” program.)

16-19. **Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years).** Enter the estimated expenditures (**in thousands**) of dollars by year. (***For Local Agency use.***)

20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. (This is “***required***” for ***Federally funded projects***, but may be filled in for state or locally funded projects.)

EIS - Environmental Impact Statement

EA - Environmental Assessment

CE - Categorical Exclusion

21. **R/W Certification.** Click **Y** if Right of Way acquisition is or will be required. If yes, enter R/W

Certification Date, if known. (This is “***required***” for ***Federally funded projects***)

**APPENDIX A**  
**IMPROVEMENT TYPE CODES**

01	New Construction Roadway
03	Reconstruction, Added Capacity
04	Reconstruction, No Added Capacity
05	4R Maintenance Resurfacing
06	4R Maintenance - Restoration & Rehabilitation
07	4R Maintenance - Relocation
08	Bridge, New Construction
10	Bridge Replacement, Added Capacity
11	Bridge Replacement, No Added Capacity
13	Bridge Rehabilitation, Added Capacity
14	Bridge Rehabilitation, No Added Capacity
15	Preliminary Engineering
16	Right of Way
17	Construction Engineering
18	Planning
19	Research
20	Environmental Only
21	Safety
22	Rail/Highway Crossing
23	Transit
24	Traffic Management/Engineering - HOV
25	Vehicle Weight Enforcement Program
26	Ferry Boats
27	Administration
28	Facilities for Pedestrians and Bicycles
29	Acquisition of Scenic Easements and Scenic or Historic Sites
30	Scenic or Historic Highway Programs
31	Landscaping and Other Scenic Beautification
32	Historic Preservation
33	Rehab & Operation of Historic Transp. Buildings, Structures, Facilities
34	Preservation of Abandoned Railway Corridors
35	Control and Removal of Outdoor Advertising
36	Archaeological Planning & Research
37	Mitigation of Water Pollution due to Highway Runoff
38	Safety and Education for Pedestrians/Bicyclists
39	Establishment of Transportation Museums
40	Special Bridge
41	Youth Conservation Service
42	Training
43	Utilities
44	Other
45	Debt Service
47	Systematic Preventive Maintenance

## **APPENDIX C**

### **FEDERAL FUND CODES**

5307	FTA Urbanized Area Formula Program
5309(Bus)	FTA Bus and Bus Facilities
5309(FG)	FTA Fixed Guideway Modernization
5309(NS)	FTA New Starts
5310	FTA Elderly Persons and Persons with Disabilities
5311	FTA Rural Area Formula Grants
5316	FTA Job Access & Reverse Commute Program (JARC)
5317	FTA New Freedom Program
FTA Discretionary	Discretionary Programs such as Alternatives Analysis (5339) and TIGGER Program
BIA	Bureau of Indian Affairs
BR	Bridge Replacement/Rehabilitation Program
CBI	Coordinated Border Infrastructure
CDBG	Community Development Block Grant (Dept. of Commerce)
CMAQ	Congestion Mitigation and Air Quality
DEMO	Demonstration Projects (High Priority, Sect. 112, 115, 117, 125 and 129)
Discretionary- FBD	Ferry Boat Discretionary
Discretionary- IMD	Interstate Maintenance Discretionary
Discretionary- ITS	Intelligent Transportation Systems
Discretionary- PLH	Public Lands Highways (Federal Lands)
Discretionary- SB	Scenic Byways
Discretionary- STP	Surface Transportation Priorities
Discretionary- TCSP	Transportation, Community & System Preservation Program
DOD	Department of Defense
FMSIB	Freight Mobility Strategic Investment Board
IM	Interstate Maintenance
IRR	Indian Reservation Roads
NHS	National Highway System
SRTS	Safe Routes to Schools
STP	Surface Transportation Program (WSDOT Use Only)
STP(E)	Surface Trans. Program - Enhancements
STP(L)	Surface Trans. Program - Legislative Earmarks
STP(S)	Surface Trans. Program- Safety (Includes Highway) Safety Improvement Program, Hazard Elimination, Railway/Highway Crossing Program and 2010-15 County Road Safety Program)
STP(R)	Surface Trans. Program - Rural Regionally Selected
STP(U)	Surface Trans. Program - Urban Regionally Selected

### **STATE FUND CODES**

CRAB	County Road Administration Board
FMSIB	Freight Mobility Strategic Investment Board
PWTF	Public Works Trust Fund
SRTS	Safe Routes to Schools
TIB	Transportation Improvement Board
TPP	Transportation Partnerships Program
WSDOT	WSDOT funds
OTHER	Any other state funds not listed

RESOLUTION NO. 15-005

A RESOLUTION adopting time limit changes on downtown parking spaces, as recommended by the Downtown Parking Advisory Committee.

WHEREAS, CMC10.08.010, allows the City Council from time to time to impose parking time limits for designated streets and locations within the City; and

WHEREAS, the Downtown Parking Advisory Committee considers requests for time limit changes on downtown parking spaces, and

WHEREAS, the Downtown Parking Advisory Committee has recommended to Council that the changes cited herein be implemented; and

WHEREAS, the Council desires to impose said changes recommended by the Downtown Parking Advisory Committee; and

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

Section I

The parking time limit shall be ten minutes for the northernmost space on the east side of North East Cedar Street between 3<sup>rd</sup> Avenue and 4<sup>th</sup> Avenue.

Section II

The parking time limit for the existing ten minute parking space on the west side of North East Birch Street between 3<sup>rd</sup> Avenue and 4<sup>th</sup> Avenue shall be two hours.

Section III

The loading zone space on the east side of North East Cedar Street between 3<sup>rd</sup> Avenue and 4<sup>th</sup> Avenue shall be removed and replaced with a two hour parking space.

Section IV

The parking time limits for all of the existing two hour parking spaces on North East Cedar Street between 4<sup>th</sup> Avenue and 5<sup>th</sup> Avenue shall be three hours.

Section V

The City Engineer is directed to erect signs giving notice of the new time limits and to remove the obsolete signs.

Section VI

This Resolution shall be effective upon the erection of new signs and removal of the obsolete signs by the City Engineer.

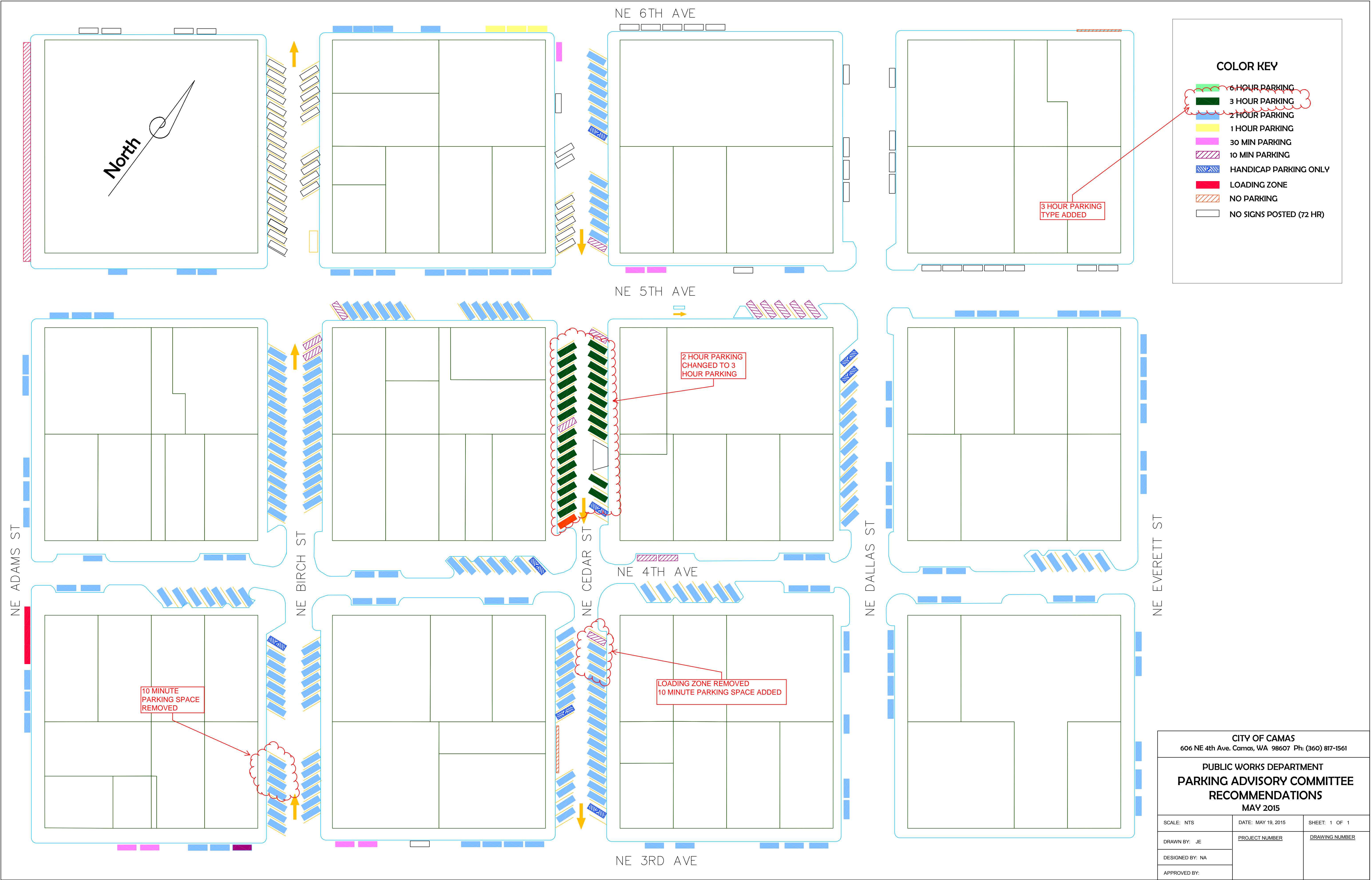
ADOPTED by the Council at a regular meeting this \_\_\_\_\_ day of June 2015.

SIGNED: \_\_\_\_\_  
Mayor

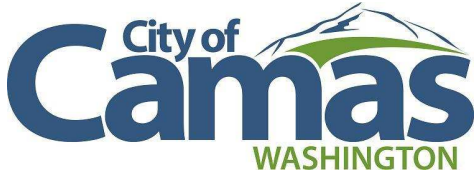
ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney



CITY OF CAMAS 606 NE 4th Ave. Camas, WA 98607 Ph: (360) 817-1561		
PUBLIC WORKS DEPARTMENT PARKING ADVISORY COMMITTEE RECOMMENDATIONS MAY 2015		
SCALE: NTS	DATE: MAY 19, 2015	SHEET: 1 OF 1
DRAWN BY: JE	PROJECT NUMBER	DRAWING NUMBER
DESIGNED BY: NA		
APPROVED BY:		



**TO: Mayor and Council**

**FROM: Public Works Staff**

**DATE: May 26, 2015**

**RE: Downtown Parking Advisory Committee Recommendations**

The following changes were recommended to Council by the Parking Advisory Committee:

<u>Location</u>	<u>Previous Limit</u>	<u>Recommended Limit</u>
West side of Birch North of NE 3 <sup>rd</sup>	One 10-minute space	2-hr space
East side of Cedar South of NE 4 <sup>th</sup>	One Loading space	2-hr space
East side of Cedar South of NE 4 <sup>th</sup> Northernmost space	One 2-hr space	10-minute space
All 2-hr parking spaces on Cedar Between NE 4 <sup>th</sup> and NE 5 <sup>th</sup>	26 – 2-hr spaces	3-hr spaces

Staff will present the resolution for these changes on the June 15<sup>th</sup> regular meeting agenda.

RESOLUTION NO. 15-009

A RESOLUTION OF THE CITY OF CAMAS,  
WASHINGTON adopting the Clark County Comprehensive  
Solid Waste Management Plan.

WHEREAS, Chapter 70.95 RCW requires each city and county within the State to prepare and thereafter periodically revise a coordinated and comprehensive Solid Waste Management Plan; and

WHEREAS, the City of Camas (City) and Clark County (County) previously adopted plans in 1973, 1981, 1985 (with amendments to the 1985 plan adopted in 1988 and 1989), 1994, 2003 and 2008; and

WHEREAS, a need exists to update the 2008 Plan as required in RCW 70.95 and to update the Plan for changes that have occurred within the County, as well as changes to state and federal regulations; and

WHEREAS, the City has delegated preparation of the Solid Waste Management Plan to the County by Interlocal Agreement; and

WHEREAS, the process for updating the Plan as outlined in RCW 70.95 and the Interlocal Agreement has been fulfilled; and

WHEREAS, the City has been represented throughout the planning process; and

WHEREAS, the Plan adopted herein has been recommended by the Solid Waste Advisory Commission and adopted by the Clark County Board of County Commissioners.

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

I

The City of Camas hereby adopts the Clark County Solid Waste Management Plan which is located at <http://www.clark.wa.gov/recycle/documents.html> and a copy of which is maintained at the City of Camas Public Works Department.



RESOLUTION NO. 15-009

PASSED by the Council of the City of Camas and approved by the Mayor this \_\_\_\_ day of  
June, 2015.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

## RESOLUTION NO. 15-008

A RESOLUTION amending the City of Camas fee schedule as adopted by Resolution Nos. 15-001.

WHEREAS, the City of Camas, on January 5, 2015, adopted by Resolution No. 15-001, a City of Camas fee schedule; and

WHEREAS, it is in the interest of the City of Camas to amend said fee schedule to correct certain fees thereon and to adopt additional fees to the schedule.

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

### I

The fees and charges as set forth within Exhibit “A” of Resolution No. 15-001 as the City of Camas fee schedule, is hereby amended in the following respects:

1. Modifying language for Fire Alarm System.
2. Revising Fire Works Stand Fee to be consistent with State Law.
3. Revising language for Investigation Fee.
4. Revising language from Controlled Burn to Training Burn.
5. Changing engraving fees at the Cemetery to be a pass through fee to the vendor.

### II

The fees and charges on the attached Exhibit “A” are adopted and made part as additional or revised terms to the City of Camas fee schedule as heretofore adopted.

### III

The fees and charges, as amended herein, and the amendments as noted in the attached Exhibit “A” shall be effective June 22, 2015.

RESOLUTION NO. 15-008

IV

On January 1 of each year, the fees set forth in this Resolution may increase (if allowed by law) by the rate of increase, if any, of the Consumer Price Index for All Urban Consumers for Portland-Vancouver, All Items, June to June Index, published by the Bureau of Labor Statistics in the year prior. Fees will be rounded to the next highest whole dollar.

V

ADOPTED by the Council of the City of Camas and approved by the Mayor this 15<sup>th</sup> day of June, 2015.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
<b>ADMINISTRATIVE FEES</b>			
<b>Public Records</b>			
Postage		actual cost	
All Other Records Photocopied - Black & White	per page	\$0.15	
All Other Records Photocopied - Color	per page	\$0.50	
Map - 11 x 17 Color		\$3.25	
Map - 24 x 36 print		\$3.25	
Map - 24 x 36 color original		\$6.50	
Map - 42 x 36 print		\$6.50	
Map - 42 x 36 color original		\$13.00	
Camas Municipal Code Book		actual cost	
Photos		actual cost	
Photos - Digital Black & White	per page	\$0.15	
Photos - Digital Color	per page	\$1.05	
Compact Disk of Council Meeting	each	\$0.50	
Tape of Council Meeting		\$5.25	
<b>COMMUNITY DEVELOPMENT, BUILDING &amp; PLANNING FEES</b>			
<b>Building Permit Fees</b>			
<b>Total Valuation</b>			
\$1.00 to \$500.00		\$24.00	
\$501.00 to \$2,000.00	\$24.00 for first \$500 plus \$3.10 for each additional \$100, or fraction thereof, to and including \$2,000.00		
\$2,001.00 to \$25,000.00	\$71.00 for the first \$2,000.00 plus \$14.25 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00		
\$25,001.00 to \$50,000.00	\$400.00 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00		
\$50,001.00 to \$100,000.00	\$660 for the first \$50,000.00 plus \$7.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00		
\$100,001.00 to \$500,000.00	\$1,020.00 for the first \$100,000.00 plus \$6.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00		
\$500,001.00 to \$1,000,000.00	\$3,300.00 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00		
\$1,000,001.00 and up	\$5,730.00 for the first \$500,000.00 plus \$3.75 for each additional \$1,000.00 or fraction thereof.		
<b>Other Inspections &amp; Fees</b>			
Inspections During Non-Business Hours (minimum charge 2 hours)	per hour	\$69.00	
Re-inspection Fees	per hour	\$69.00	
Inspections for which No Fee is Specifically Indicated (minimum charge - one half hour)	per hour	\$69.00	
Additional Plan Review for Changes, Additions or Revisions to Plans (minimum charge - one half hour)	per hour	\$69.00	
Use of Outside Consultants for Plan Checking and Inspections, or both		Actual Costs <sup>1</sup>	
Reissue of Lost Permit		\$34.50	
Reissue of Lost or Damaged Approved Construction Plans & Documents		\$69.00	
<sup>1</sup> Actual costs include administrative and overhead costs.			

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
<b>Building Valuation Table</b>			
Building Valuation Table	100% of ICC Building Safety Journal Building Valuation Data		
<b>Grading Plan Review Fees</b>			
50 cubic yards (38.2m <sup>3</sup> ) or less		No Fee	
51 to 100 cubic yards (40m <sup>3</sup> to 76.5m <sup>3</sup> )		\$24.00	
101 to 1,000 cubic yards (77.2m <sup>3</sup> to 764.6m <sup>3</sup> )		\$38.00	
1,001 to 10,000 cubic yards (765.3m <sup>3</sup> to 7645.5m <sup>3</sup> )		\$50.50	
10,001 to 100,000 cubic yards (7646.3m <sup>3</sup> to 76455m <sup>3</sup> ) - \$50.50 for the first 10,000 cubic yards, plus \$13.505 for each additional 10,000 cubic yards or fraction thereof			
100,001 to 200,000 cubic yards (76456m <sup>3</sup> to 152911m <sup>3</sup> ) \$276.00 for the first 100,000 cubic yards (76456m <sup>3</sup> ), plus \$13.50 for each additional 10,000 (7645.5m <sup>3</sup> ) cubic yards or fraction thereof.			
200,001 (152912m <sup>3</sup> ) cubic yards or more - \$415.00 for the first 200,000 (152911m <sup>3</sup> ) cubic yards, plus \$7.50 for each additional 10,000 (7656.5m <sup>3</sup> ) cubic yards or fraction thereof.			
<b>Other Grading Plan Fees</b>			
Additional Plan Review required by Changes, Additions or Revisions to Approved Plans (minimum charge - one half hour)	per hour	\$69.00	
<b>Grading Permit Fees<sup>1</sup></b>			
50 cubic yards (38.2m <sup>3</sup> ) or less		No Fee	
51 to 100 cubic yards (40m <sup>3</sup> to 76.5m <sup>3</sup> )		\$24.00	
101 to 1,000 cubic yards (77.2m <sup>3</sup> to 764.6m <sup>3</sup> )		\$38.00	
1,001 to 10,000 cubic yards (7646.3m <sup>3</sup> to 76455m <sup>3</sup> )		\$50.50	
10,001 to 100,000 cubic yards (76456m <sup>3</sup> to 76455m <sup>3</sup> ) - \$50.50 for the first 10,000 cubic yards (7645.5m <sup>3</sup> ), plus \$13.50 for each additional 10,000 cubic yards (7645.5m <sup>3</sup> ) or fraction thereof.			
100,001 to 200,000 cubic yards (76456m <sup>3</sup> to 152911m <sup>3</sup> ) - \$276.00 for the first 100,000 (76455m <sup>3</sup> ) cubic yards, plus \$13.50 for each additional 10,000 cubic yards (7645.5m <sup>3</sup> ) or fraction thereof.			
200,001 cubic yards (152912m <sup>3</sup> ) or more - \$415.00 for the first 200,000 cubic yards (152911m <sup>3</sup> ), plus \$7.50 for each additional 10,000 cubic yards (7645.5m <sup>3</sup> ) or fraction thereof.			
<b>Other Grading Fees</b>			
Inspections Outside of Normal Business Hours (minimum charge - 2 hours)	per hour	\$69.00	
Reinspection Fees, per Inspection	per hour	\$69.00	
Inspections for which no fee is specifically indicated (minimum charge -one half hour)	per hour	\$69.00	
<sup>1</sup> The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.			
<b>Mechanical Permit Fees</b>			
Mechanical Permit		\$30.50	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
Mechanical Permit Supplemental		\$15.50	
<b>Unit Fee Schedule - Does not include permit issuance fee</b>			
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3kW)		\$22.00	
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3kW)		\$27.00	
For the installation or relocation of each floor furnace, including vent		\$22.00	
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted heater		\$22.00	
<b>Appliance Vents</b>			
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit		\$11.00	
<b>Repairs or Additions</b>			
Repair or alteration or addition to heating appliance, refrigeration unit, cooking unit, absorption unit or heating, cooling, absorption or evaporative cooling system including installation of controls regulated by Mechanical Code		\$20.00	
<b>Boilers, Compressor and Absorption Systems</b>			
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3kW)		\$22.00	
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW), to and including 15 horsepower (52.7 kW) or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)		\$40.00	
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW), to or including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)		\$55.00	
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW), to or including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)		\$81.00	
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)		\$135.00	
<b>Air Handlers</b>			
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code		\$17.50	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719L/s)		\$26.50	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
<b>Evaporative Coolers</b>			
For each evaporative cooler, other than a portable type		\$16.00	
<b>Ventilation &amp; Exhaust</b>			
For each ventilation fan connected to a single duct		\$11.00	
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit		\$17.50	
For the installation of each hood which is served by a mechanical exhaust, including ducts for such hood		\$17.50	
<b>Incinerators</b>			
For the installation or relocation of each domestic-type incinerator		\$27.00	
For the installation or relocation of each commercial or industrial-type incinerator		\$21.50	
<b>Miscellaneous</b>			
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table		\$15.50	
<b>Gas Piping System</b>			
For each gas piping system of one to four outlets		\$7.00	
For each gas piping exceeding four, each		\$2.00	
For each hazardous process piping system (HPP) of one to four outlets		\$7.50	
For each hazardous process piping of five or more outlets, per outlet		\$2.00	
For each non-hazardous process piping system (NPP) of one to four outlets		\$3.75	
For each non-hazardous piping system of five or more outlets, per outlet		\$1.50	
<b>Other Inspections &amp; Fees</b>			
Inspections outside of normal business hours, per hour (minimum charge 2 hours)	per hour	\$69.00	
Reinspection fees, per inspection		\$69.00	
Inspections for which a fee is specifically indicated, per hour (minimum charge - one half hour)	per hour	\$69.00	
Additional plan review time required by changes, additions, or revisions to plans or plans for which an initial review has been completed, per hour (minimum charge - one half hour)	per hour	\$69.00	
<b>Plumbing Permit Fees</b>			
For issuance of each permit		\$30.50	
For issuance of each supplemental permit for which the original permit has not expired, been cancelled or finalled		\$15.50	
<b>Unit Fee Schedule (in addition to 2 items above)</b>			
For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection thereof)		\$11.00	
For each building sewer and each trailer park sewer		\$22.00	
Rainwater systems - per drain (inside building)		\$11.00	
For each water heater and/or vent		\$11.00	
For each gas-piping system of one to five outlets		\$7.00	
For each additional gas-piping systems outlet, each outlet		\$2.00	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps		\$11.00	
For each installation, alteration or repair of water piping and/or water treating equipment, each		\$11.00	
For each repair or alteration of drainage or vent piping, each fixture		\$11.00	
For each lawn sprinkler system on any one meter including backflow protection devices thereof		\$11.00	
For atmospheric-type vacuum breaker not included in item above:			
one to five		\$7.50	
over five, each		\$2.00	
For each backflow protective device other than atmospheric type vacuum breakers:			
two inch (51 mm) diameter and smaller		\$11.00	
over two inch (51 mm) diameter		\$22.00	
For each graywater system		\$59.00	
For initial installation and testing for a reclaimed water system			
For each annual cross-connection testing of a reclaimed water system (excluding initial test)			
For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas		\$70.00	
For each additional medical gas inlet(s)/outlet(s)		\$7.50	
<b>Other Inspections &amp; Fees</b>			
Inspections outside of normal business hours (minimum charge - two hours)	per hour	\$69.00	
Reinspection fees, per inspection		\$69.00	
Inspections for which no fee is specifically indicated (minimum charge - one half hour)	per hour	\$69.00	
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge - one half hour)	per hour	\$69.00	
*Per hour for each hour worked, minimum charge: one hour			
Encroachment Permit	first \$1500 construction value	\$26.00	
Encroachment Permit	over \$1500 construction value \$26.00 plus 2.5% of construction value		
Encroachment Permit extension		\$255.00	
<b>Planning Fees</b>			
Annexation - 10% petition		\$255.00	
Annexation - 60% petition		\$1,275.00	
Appeal Fee		\$340.00	
Archaeological Review		\$115.00	
Binding Site Plan	plus \$21 per unit	\$1,625.00	
Boundary Line Adjustment		\$87.00	
Comprehensive Plan Amendment		\$1,700.00	
Conditional Use Permit - Residential	plus \$95 per unit	\$2,950.00	
Conditional Use Permit - Non-Residential		\$3,750.00	
Continuance of Public Hearing		\$290.00	
Critical or Sensitive Areas	fee per type - wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat	\$670.00	



2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
Design Review - Minor		\$375.00	
Design - Review -Committee		\$1,710.00	
Development Agreement	first hearing	\$760.00	
Development Agreement Continuance	each additional hearing	\$290.00	
Engineering Review Fee	3% of estimated construction costs		
Home Occupation - Minor Notification		None	
Home Occupation - Major		\$57.00	
LI/BP Development	plus \$35.75 per 1,000 sf of GFA	\$3,730.00	
Lot Line Adjustment		\$87.00	
Minor Modifications to Approved Development		\$170.00	
Modification to Approved Construction Plans		\$360.00	
Planned Residential Development	\$27 per unit plus subdivision fee	\$28.00	
Plat, Preliminary - Short Plat	4 lots or less: \$1,650 per lot	\$1,650.00	
Plat, Preliminary - Short Plat	5 lots or more: \$6,200 plus \$215 per lot	\$6,200.00	
Plat, Preliminary Subdivision	\$6,200 plus \$215 per lot	\$6,200.00	
Plat, Final - Short Plat		\$170.00	
Plat, Final - Subdivision		\$1,020.00	
Plat Modification/Alteration		\$530.00	
Pre-Application Conference for Type III or IV	General	\$300.00	
Pre-Application Conference for Type III or IV	Subdivision	\$770.00	
SEPA		\$700.00	
Shoreline Permit		\$760.00	
Sign Permit - General Sign	exempt if building permit is required	\$34.00	
Sign Permit - Master Sign Permit		\$105.00	
Site Plan Review - Residential	\$975 plus \$25 per lot	\$975.00	
Site Plan Review - Non-Residential	\$2,450 plus \$56 per 1,000 sf of GFA	\$2,450.00	
Site Plan Review - Mixed Use	\$3,450 plus \$26 per residential unit plus \$56 per 1,000 sf of GFA	\$3,450.00	
Temporary Use Permit		\$67.00	
Unclassified Use Permit - Residential	\$2,920 plus \$95 per unit	\$2,920.00	
Unclassified Use Permit - Non-Residential		\$3,730.00	
Variance	minor or major	\$600.00	
Zone Change	single tract	\$1,690.00	
<b>Sexually Oriented Businesses</b>			
Live Entertainment Application Fee		\$765.00	
Live Entertainment License Fee	Renewal Date 12/31	\$255.00	
Live Entertainment Renewal Fee		\$255.00	
Live Entertainment Renewal Fee - 1/2 Year	After 6/30	\$130.00	
Other Sexually Oriented Business Application Fee		\$510.00	
Other Sexually Oriented Business License Fee	Renewal Date 12/31	\$255.00	
Other Sexually Oriented Business Renewal Fee		\$255.00	
Other Sexually Oriented Business Renewal Fee - 1/2 Year	After 6/30	\$130.00	
Manager's License Application Fee		\$105.00	
Manager's License Fee	Renewal Date 12/31	\$51.00	
Manager's License Renewal Fee		\$51.00	
Manager's License Renewal Fee - 1/2 Year	After 6/30	\$26.00	
Entertainer's License Application Fee		\$105.00	
Entertainer's License Fee	Renewal Date 12/31	\$51.00	
Entertainer's License Renewal Fee		\$51.00	
Entertainer's License Renewal Fee - 1/2 Year	After 6/30	\$26.00	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
<b>Ambulance</b>			
ALS In-District		\$710.00	
ALS Out-of-District		\$1,135.00	
BLS In-District		\$710.00	
BLS Out-of-District		\$1,135.00	
Non-emergency transport		\$525.00	
Patient treated - no transport		\$185.00	
Extra Attendant		\$155.00	
Mileage (in district)	per mile	\$16.00	
Mileage (out of district)	per mile	\$18.75	
Late Fee		\$26.00	
Ambulance - annual license		\$51.00	
<b>Cemetery</b>			
<b>In City Rates</b>			
<b>Lots - Full Burial</b>			
Adult - Flat Marker		\$970.00	
Adult - Upright Marker		\$1,840.00	
Child under 5 years in Garden of Angels		\$260.00	
<b>Cremains</b>			
Single Niche Garden of Faith		\$770.00	
Single Niche Garden of (TBD) Premium		\$920.00	
Single Niche Garden of (TBD) Standard		\$770.00	
Double Niche Premium		\$1,530.00	
Double Niche Standard		\$1,275.00	
4 x 4 Foot Ground Lot		\$460.00	
<b>Out of City Rates</b>			
<b>Lots - Full Burial</b>			
Adult - Flat Marker		\$1,455.00	
Adult - Upright Marker		\$2,760.00	
Child under 5 year in Garden of Angels		\$260.00	
<b>Cremains</b>			
Single Niche Garden of Faith		\$1,150.00	
Single Niche Garden of (TBD) Premium		\$1,380.00	
Single Niche Garden of (TBD) Standard		\$1,150.00	
Double Niche Premium		\$2,300.00	
Double Niche Standard		\$1,920.00	
4 x 4 Foot Ground Lot		\$690.00	
<b>Both In City/Out of City Rates</b>			
<b>Liners</b>			
Adult Line Standard		\$460.00	
Child/Infant under 5 years Liner for Garden of Angels		\$155.00	
Cremain Liner (Urn Vaults)		\$200.00	
<b>Open &amp; Close Fees</b>			
Adult - Full Burial		\$620.00	
Saturday Fee (in addition to)		\$205.00	
Sunday Fee (in addition to)		\$310.00	
Child - Full Burial Garden of Angels Only		\$310.00	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
Infant - Full Burial Garden of Angels Only		\$310.00	
Saturday Fee (in addition to)		\$205.00	
Sunday Fee (in addition to)		\$310.00	
Cremains - Added with a Full Burial Lot		\$295.00	
Cremains - 4 x 4 Lot		\$295.00	
Cremains - Niche Wall		\$295.00	6/2015
Engraving of Niche Wall	pass through from vendor		6/2015
Cremains - Saturday (in addition to)		\$205.00	
Cremains - Sunday (in addition to)		\$310.00	
Disinterment Charges		\$1,020.00	
<b>Locating Fees &amp; Staking Fees</b>			
Staking & Inspection (grave lots)		\$92.00	
Staking & Inspection (cremain lots)		\$92.00	
<b>Markers</b>			
Remembrance Wall - Inscription		\$155.00	
Marker Clean-Up Kit		\$51.00	
<b>Additional/Optional Set Up Charges</b>			
Tent, Greens, Chairs - Full Burial		\$51.00	
Tent, Greens, Chairs - Cremains Lot		\$51.00	
Tent, Greens, Chairs - Cremains Niche		\$51.00	
<b>Miscellaneous Additional Charges</b>			
Endowment Fund Lot		\$155.00	
Endowment Fund Niche		\$77.00	
Deed Transfers/Replacement Deeds		\$26.00	
Second Rite of Burial	one full burial & two cremains/three cremains per lot	\$310.00	
<b>Other License &amp; Permits</b>			
Dog License - life time		\$26.00	
Dog License - replacement		\$5.00	
Guard Dog		\$51.00	
Impound Fee		\$36.00	
Second Impound Fee		\$51.00	
Boarding		\$5.00	
Pawnbroker's/Second Hand Dealer - 2 yr. license		\$105.00	
Solicitor's License application/back ground check		\$41.00	
Solicitor's License		\$26.00	
Special Event Permit		\$36.00	
Taxicab - annual license	issued after 7/1 - half of fee	\$36.00	
Taxicab per vehicle		\$11.00	
Taxi Driver's license		\$5.50	
Taxi Driver's License Renewal		\$5.50	
<b>Utilities</b>			
Lien Filing Fee	pass through fees from Clark County		
New Utility Account Set-Up Fee		\$25.00	
Title Check Fee	plus pass through fee from vendor	\$25.00	
Utility Service Call Fee	first call free, additional each	\$25.00	
Water meter testing		\$200.00	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
<b>Sanitation - Extra Garbage</b>			
Barbeque		\$5.25	
Bath Tub		\$10.25	
Bicycle		\$10.25	
Box Spring		\$15.50	
Car Tire		\$6.25	
Car Tire w/Rim		\$10.25	
Chair/Recliner		\$10.25	
Christmas Tree		\$10.25	
Couch		\$21.00	
Dishwasher		\$21.00	
Dryer		\$21.00	
Freezer		\$41.00	
Lawn Mower		\$6.25	
Love Seat		\$21.00	
Mattress		\$15.50	
Microwave (Large)		\$6.25	
Microwave (Small)		\$3.25	
Refrigerator		\$41.00	
Stove		\$21.00	
Table		\$21.00	
Television (Large Screen)		\$ by Size	
Television (Small)		\$15.50	
Toilet		\$12.50	
Treadmill		\$15.50	
Truck Tire		\$22.50	
Truck Tire w/rim		\$33.00	
Washer		\$21.00	
Water Heater		\$21.00	
Other Items not listed	to be determined by PW Director		
<b>FIRE DEPARTMENT</b>			
<b>Development Review</b>			
Commercial Site Plans - Review Fee		\$180.00	
Commercial Site Plans - Inspection Fee		\$180.00	
Subdivision or PRD - Review Fee		\$150.00	
Subdivision or PRD - Inspection Fee		\$150.00	
Pre-Application Conference - Review Fee		\$120.00	
Other Land Use Applications - Review Fee		\$120.00	
Other Land Use Applications - Inspection Fee		\$120.00	
<b>Building Construction/Change of Use or Occupancy</b>			
A, B, E, F, M, R Occupancies 0-1,000 sq.ft. - Review Fee		\$90.00	
A, B, E, F, M, R Occupancies 0-1,000 sq.ft. - Inspection Fee		\$60.00	
A, B, E, F, M, R Occupancies 1,001-5,000 sq.ft. - Review Fee		\$120.00	
A, B, E, F, M, R Occupancies 1,001-5,000 sq.ft. - Inspection Fee		\$90.00	
A, B, E, F, M, R Occupancies 5,001-10,000 sq.ft. - Review Fee		\$150.00	
A, B, E, F, M, R Occupancies 5,001-10,000 sq.ft. - Inspection Fee		\$120.00	
A, B, E, F, M, R Occupancies 10,001-40,000 sq.ft. - Review Fee		\$225.00	
A, B, E, F, M, R Occupancies 10,001-40,000 sq.ft. - Inspection Fee		\$150.00	
Each Additional 40,000 sq. ft. - Review Fee		\$225.00	
Each Additional 40,000 sq. ft. - Inspection Fee		\$150.00	
Portable Classroom - Review Fee		\$135.00	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
Portable Classroom - Inspection Fee		\$135.00	
H1 Occupancy - Review Fee		\$360.00	
H1 Occupancy - Inspection Fee		\$360.00	
H2 Occupancy - Review Fee		\$360.00	
H2 Occupancy - Inspection Fee		\$360.00	
H3 Occupancy - Review Fee		\$405.00	
H3 Occupancy - Inspection Fee		\$405.00	
H4 Occupancy - Review Fee		\$270.00	
H4 Occupancy - Inspection Fee		\$270.00	
H5 Occupancy - Review Fee		\$495.00	
H5 Occupancy - Inspection Fee		\$495.00	
I Occupancy - Review Fee		\$270.00	
I Occupancy - Inspection Fee		\$180.00	
S Occupancy - Review Fee		\$180.00	
S Occupancy - Inspection Fee		\$180.00	
Each additional 10,000 sq. ft. - Review Fee		\$90.00	
Each additional 10,000 sq. ft. - Inspection Fee		\$90.00	
Building or Structure for Special or Temporary Use - Review Fee		\$135.00	
Building or Structure for Special or Temporary Use - Inspection Fee		\$135.00	
<b>Fire Alarm System</b>			
Fire Alarm System - One Zone - Review Fee		\$135.00	
Fire Alarm System - One Zone - Inspection Fee		\$135.00	
Fire Alarm System - Two Zones - Review Fee		\$270.00	6/2015
Fire Alarm System - Two Zones - Inspection Fee		\$180.00	6/2015
Each Additional Zone - Review Fee		\$60.00	
Each Additional Zone - Inspection Fee		\$60.00	
<b>Fire Extinguishing System</b>			
New System NFPA 13 - Single Riser - Review Fee		\$270.00	
New System NFPA 13 - Single Riser - Inspection Fee		\$270.00	
Each Additional Riser - Review Fee		\$270.00	
Each Additional Riser - Inspection Fee		\$270.00	
New System NFPA 13D (Single Family) - Inspection Fee		\$90.00	6/2015
Alteration to Fire Sprinkler Systems - Review Fee		\$90.00	
Alteration to Fire Sprinkler Systems - Inspection Fee		\$90.00	
New System NFPA 13R (Per Building) - Review Fee		\$180.00	
New System NFPA 13R (Per Building) - Inspection Fee		\$180.00	
Underground Fire Sprinkler Mains - Review Fee		\$135.00	
Underground Fire Sprinkler Mains - Inspection Fee		\$135.00	
Standpipe System - Review Fee		\$90.00	
Standpipe System - Inspection Fee		\$90.00	
Commercial Cooking Extinguishing System/Protection - Review Fee		\$135.00	
Commercial Cooking Extinguishing System/Protection - Inspection Fee		\$135.00	
Other Extinguishing Systems - Review Fee		\$225.00	
Other Extinguishing Systems - Inspection Fee		\$225.00	
Fire Pumps and Private or Dedicated Fire Hydrant Systems - Review Fee		\$225.00	
Fire Pumps and Private or Dedicated Fire Hydrant Systems - Inspection Fee		\$225.00	
<b>Hazardous Operations</b>			
Smoke Removal Systems - Review Fee		\$225.00	
Smoke Removal Systems - Inspection Fee		\$225.00	
Application of Flammable Finishes - Review Fee		\$225.00	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
Application of Flammable Finishes - Inspection Fee		\$225.00	
Commercial Drying Ovens - Review Fee		\$135.00	
Commercial Drying Ovens - Inspection Fee		\$135.00	
Organic Coating Systems - Review Fee		\$135.00	
Organic Coating Systems - Inspection Fee		\$135.00	
Dip Tanks, Listed Spray Booths - Review Fee		\$120.00	
Dip Tanks, Listed Spray Booths - Inspection Fee		\$90.00	
Unlisted Spray Booths - Review Fee		\$180.00	
Unlisted Spray Booths - Inspection Fee		\$120.00	
Semiconductor Fabrication HPM Tool Installation - Review Fee		\$225.00	
Semiconductor Fabrication HPM Tool Installation - Inspection Fee		\$225.00	
Other Hazardous Material Equipment & Systems - Review Fee		\$225.00	
Other Hazardous Material Equipment & Systems - Inspection Fee		\$225.00	
Compressed Gas System (greater than exempt amounts) - Review Fee		\$270.00	
Compressed Gas System (greater than exempt amounts) - Inspection Fee		\$270.00	
Refrigeration Systems - Review Fee		\$225.00	
Refrigeration Systems - Inspection Fee		\$120.00	
LPG Tank Installation (greater than 125 gal.) - Review Fee		\$135.00	
LPG Tank Installation (greater than 125 gal.) - Inspection Fee		\$135.00	
Dispensing of LPG - Review Fee		\$150.00	
Dispensing of LPG - Inspection Fee		\$120.00	
Aerosols - Review Fee		\$135.00	
Aerosols - Inspection Fee		\$135.00	
<b>Hazardous Materials</b>			
Storage, Dispensing & Use of Hazardous Materials - Review Fee		\$360.00	
Storage, Dispensing & Use of Hazardous Materials - Inspection Fee		\$360.00	
HMIS - Review Fee		\$180.00	
HMIS - Inspection Fee		\$180.00	
HMMP - Review Fee		\$270.00	
HMMP - Inspection Fee		\$270.00	
<b>Explosive Materials</b>			
Explosive Storage & Use/Blast Permit - Review Fee		\$360.00	
Explosive Storage & Use/Blast Permit - Inspection Fee		\$180.00	
Blast Permit Review Fee - if costs exceed standard fee		actual cost	6/2015
Blast Permit Inspection Fee - if costs exceed standard fee		actual cost	6/2015
Storage of black or smokeless powder, small arms ammunition, precession caps, and primers for consumer consumption - Review Fee		\$90.00	
Storage of black or smokeless powder, small arms ammunition, precession caps, and primers for consumer consumption - Inspection Fee		\$90.00	
Manufacture, assembly, testing of ammunition, fireworks, blasting agents, and other explosives or explosive material - Review Fee		\$120.00	
Manufacture, assembly, testing of ammunition, fireworks, blasting agents, and other explosives or explosive material - Inspection Fee		\$90.00	
Other storage, use, handling, or demolition of explosives or explosive material - Review Fee		\$375.00	
Other storage, use, handling, or demolition of explosives or explosive material - Inspection Fee		\$120.00	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
Magazines (Explosives) - Review Fee		\$180.00	
Magazines (Explosives) - Inspection Fee		\$180.00	
Fireworks Stand - Review Fee		\$50.00	6/2015
Fireworks Stand - Inspection Fee		\$50.00	6/2015
Fireworks Display - Review Fee		\$180.00	
Fireworks Display - Inspection Fee		\$180.00	
Pyrotechnic special effects - Review Fee		\$90.00	
Pyrotechnic special effects - Inspection Fee		\$90.00	
Decommissioning Underground Storage Tank - Review Fee		\$135.00	
Decommissioning Underground Storage Tank - Inspection Fee		\$90.00	
<b>High-Piled Combustible Storage</b>			
Designated storage area 501 - 2,500 sq. ft. - Review Fee		\$120.00	
Designated storage area 501 - 2,500 sq. ft. - Inspection Fee		\$90.00	
Designated storage area 2,501 - 12,000 sq. ft. - Inspection Fee		\$150.00	
Designated storage area 2,501 - 12,000 sq. ft. - Review Fee		\$120.00	
Designated storage area 12,001 - 20,000 sq. ft. - Review Fee		\$180.00	
Designated storage area 12,001 - 20,000 sq. ft. - Inspection Fee		\$150.00	
Designated storage area 20,001 - 30,000 sq. ft. - Review Fee		\$225.00	
Designated storage area 20,001 - 30,000 sq. ft. - Inspection Fee		\$180.00	
Each additional 30,000 sq. ft. or portion thereof - Review Fee		\$270.00	
Each additional 30,000 sq. ft. or portion thereof - Inspection Fee		\$225.00	
Cryogenic Systems, process or product - Review Fee		\$135.00	
Cryogenic Systems, process or product - Inspection Fee		\$135.00	
Each tank or vessel - Review Fee		\$45.00	
Each tank or vessel - Inspection Fee		\$38.00	
Candles & Open Flames in Places of Assembly - Review Fee		\$18.00	
<b>Other Fire Permits</b>			
Revision to plan previously submitted	per hour	\$90.00	
Investigation Fee (work started without a permit) - Review Fee		Double	6/2015
Investigation Fee (work started without a permit) - Inspection Fee		Double	6/2015
Re-inspection Fees		\$90.00	6/2015
Use of Consultant for Plan Review and Inspections - Review Fee		Actual Cost	
Use of Consultant for Plan Review and Inspections - Inspection Fee		Actual Cost	
Other plan reviews or permits required by the International Fire Code - Review Fee	per hour	\$90.00	
Other plan reviews or permits required by the International Fire Code - Inspection Fee	per hour	\$90.00	
Training Burn	\$.50 per sq. ft. minimum \$1,000, maximum \$2,000		6/2015
<b>Hydrants</b>			
Witness Flow Test - Inspection Fee		\$90.00	
<b>LIBRARY</b>			
<b>Meeting Rooms</b>			
<b>Room A</b>			
Maintenance Charge:			
Non-Profit		no charge	
Private Functions	per hour	\$41.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$51.00	
For-Profit	per hour	\$41.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$51.00	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
<b>Room B</b>			
Maintenance Charge:			
Non-Profit		no charge	
Private Functions	per hour	\$41.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$51.00	
For-Profit	per hour	\$41.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$51.00	
<b>Rooms A &amp; B</b>			
Maintenance Charge:			
Non-Profit		no charge	
Private Functions	per hour	\$82.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$51.00	
For-Profit	per hour	\$85.00	
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$51.00	
<b>Kitchen Use</b>			
Non-Profit		\$10.50	
Private Functions		\$26.00	
For Profit		\$26.00	
<b>Closed Hours Staffing Fee</b>			
Non-Profit	per hour in addition to hourly charge	\$51.00	
Private Functions	per hour in addition to hourly charge	\$51.00	
For Profit	per hour in addition to hourly charge	\$51.00	
<b>Non-refundable application fee</b>			
Non-Profit			
Private Functions		\$10.50	
For Profit		\$10.50	
<b>Non-Resident Annual Fees</b>			
Household		\$115.00	
<b>Operational Charges</b>			
Photocopy/Printing	10 black and white per person, per day	no charge	
Black & White Photocopy/Printing	over 10 per person, per day, each	\$0.10	
Color Photocopy/Printing	each	\$0.50	
<b>Lost &amp; Damaged Materials: Default prices if not noted in bib record</b>			
Adult hardback books		\$26.00	
Juvenile & young adult hardback		\$21.00	
Picture book		\$21.00	
Trade paperbacks - adult		\$21.00	
Trade paperbacks - easy, juvenile, young adult		\$15.50	
Mass market paperback		\$9.50	
Board book		\$5.00	
Reference book		replacement price	
Magazines & pamphlets		\$6.25	
Interlibrary loan	when overdue one day	\$50.00	
Audio tape or CD set		replacement price	
Audio cassettes (single)		\$10.00	
Audio cassette or CD case		\$10.00	



2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
Audio CD (single)		\$15.00	
Playaway	minimum	\$46.00	
Video		replacement price	
Video case - single		\$2.00	
Video case - double		\$4.00	
DVD	or replacement price	\$26.00	
DVD case		\$2.25	
Music Cassette		replacement price	
Music CD		replacement price	
CD jewel case		\$2.25	
Book discussion kit		\$105.00	
Processing Fee		to be determined in 2015	
<b>PARKS &amp; RECREATION FEES</b>			
<b>Camas Community Center Rental</b>			
Reception Room - Midweek	per day	\$65.00	
Reception Room - Weekend	per day	\$125.00	
Reception Room - Long Term Use	per hour	\$7.75	
Conference Room - Midweek	per day	\$35.00	
Conference Room - Weekend	per day	\$65.00	
Conference Room - Long Term Use	per hour	\$7.75	
Ball Room - Midweek	per day	\$85.00	
Ball Room - Weekend	per day	\$230.00	
Ballroom - Long Term Use	per hour	\$7.75	
Kitchen - Midweek	per day	\$25.00	
Kitchen - Weekend	per day	\$45.00	
Kitchen - Long Term Use	per hour	\$7.75	
Microphones - Midweek	per day	\$21.00	
Microphones - Weekend	per day	\$41.00	
Microphones - Long Term Use	per hour	\$7.75	
Sound System - Midweek,	per day	\$55.00	
Sound System - Weekend	per day	\$55.00	
Sound System Projector - Midweek	per day	\$100.00	
Sound System Projector - Weekend	per day	\$100.00	
Deposit - refundable		\$200.00	
Alcohol Use Fee		\$100.00	
Key Call Back Fee		\$150.00	
Midweek is Monday through Thursday and Friday until 2:00 p.m.			
Weekends are Fridays after 2:00 p.m. through Sunday			
No rental fee will be charged to non-profit groups who are community-based and IRS recognized, City of Camas sponsored events, school sponsored events or governmental agencies that reserve the facility Monday through Thursday, between the hours of 8:00 a.m. and 5:00 p.m. and Friday before 2:00 p.m.			
Camas residents will receive 20% discount			

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
Long Term Users will be charged \$7.75/hr. - must pay for 6 months to be long term user			
<b>Fallen Leaf Lake Park Rental</b>			
Fridays, Saturdays, Sundays and Holidays	per day	\$230.00	
Monday through Thursday	per day	\$130.00	
Deposit - refundable		\$200.00	
Alcohol Use Fee		\$100.00	
Key Call Back Fee		\$150.00	
Camas residents will receive 20% discount			
Non-profit groups renting on weekends will be charged mid-week rates			
<b>Lacamas Lake Lodge Rental</b>			
Main Hall	hourly; Saturday-5 hr. minimum; all other days-2 hrs. minimum	\$155.00	
Deposit - refundable	per day	\$500.00	
Room 1A	hourly; Saturday-5 hr. minimum; all other days-2 hrs. minimum	\$25.00	
Deposit - refundable	per day	\$200.00	
Room 1B	hourly; Saturday-5 hr. minimum; all other days-2 hrs. minimum	\$25.00	
Deposit - refundable	per day	\$200.00	
AV Equipment	per day	\$100.00	
Alcohol Use Fee		\$100.00	
Key Call Back Fee		\$150.00	
Non-profit will receive a 50% discount off the hourly rate			
Cancellation must be received a minimum of 61 days prior to the event to receive a full refund. A 50% refund will be allowed if cancellation notices is received 30-60 days prior to the event. No refunds will be made with less than a 30 day notice.			
Camas residents will receive 20% discount			
<b>Swimming Pool Fees</b>			
Youth/Senior Admissions		\$3.00	
Youth/Senior Pass - 10		\$26.00	
Youth/Senior Pass - 25		\$64.00	
General Admission		\$4.00	
General Pass - 10		\$36.00	
General Pass - 25		\$90.00	
Swim Lessons		\$59.00	
Private Swim Lessons - Single		\$30.00	
Private Swim Lessons - 10		\$270.00	
Rentals	per hour up to 40 swimmers	\$115.00	
Other Activities		to be determined	
<b>POLICE DEPARTMENT</b>			
Police Case Reports (no charge to victim)	per page	\$0.15	
State Accident Reports (no charge to driver)		\$5.50	
Immigration Checks		\$10.50	
Visa/Clearance Letters		\$10.50	
Fingerprint Cards	per card	\$12.50	
Record Checks/Non-Criminal Justice Agency inc. Military Services		\$10.50	

2015 City of Camas Fee Schedule			
Fee Description	Notes	Fee	Revision Date
Work crew Sign-Up Fee		\$21.00	
<b>EQUIPMENT RENTAL</b>			

Active Rates 2015			Reserve Rates 2015		
Equipment Type	Category	Proposed Rate 2015	Equipment Type	Category	Proposed Rate 2015
Sewer Cleaners	A	\$ 5,711	Sewer Cleaners	A	\$ 298
Street Sweepers	B	\$ 4,210	Street Sweepers	B	\$ 298
Tractor Backhoe	C	\$ 1,758	Tractor Backhoe	C	\$ 160
One Ton Dump Trucks	D	\$ 999	One Ton Dump Trucks	D	\$ 581
Two Ton Dump Trucks	E	\$ 526	Two Ton Dump Trucks	E	\$ 344
Five Yard Dump Trucks	F	\$ 513	Five Yard Dump Trucks	F	\$ 611
Refuse Packers	G	\$ 6,969	Refuse Packers	G	\$ 298
Three-Wheel Scooters	H	\$ 845	Three-Wheel Scooters	H	\$ 97
Refuse Scooters	I	\$ 454	Refuse Scooters	I	\$ 129
Trucks/Pick-ups 1 ton and 3/4 ton	J	\$ 891	Trucks/Pick-ups 1 ton and 3/4 ton	J	\$ 477
Fire SUV or Pick-ups 1/2 ton	K	\$ 1,161	Fire SUV or Pick-ups 1/2 ton	K	\$ 551
Smaller Pickups	L	\$ 695	Smaller Pickups	L	\$ 500
Vans	M	\$ 866	Vans	M	\$ 297
Police Vehicles - Patrol	N	\$ 2,248	Police Vehicles - Patrol	N	\$ 713
General Use Autos	O	\$ 948	General Use Autos	O	\$ 420
Large Tractors	P	\$ 425	Large Tractors	P	\$ 202
small tractors	Q	\$ 804	small tractors	Q	\$ 313
Small trailers	R	\$ 659	Small trailers	R	\$ 298
Large Trailers	S	\$ 389	Large Trailers	S	\$ 298
Specialtiy service vehicle	T	\$ 1,614	Specialtiy service vehicle	T	\$ 298
Police Vehicles - Non Patrol	U	\$ 1,086	Police Vehicles - Non Patrol	U	\$ 504
Large Mowers	V	\$ 740	Large Mowers	V	\$ 649
Small Mowers	W	\$ 546	Small Mowers	W	\$ 298
Forklift	X	\$ 416	Forklift	X	\$ 298
10 yard hood truck	Y	\$ 1,976	10 yard hood truck	Y	\$ 1,087
Police SUV 385, 356	Z	\$ 1,374	Police SUV 385, 356	Z	\$ 298