

CITY COUNCIL REGULAR MEETING AGENDA Monday, May 1, 2017, 7:00 PM City Hall, 616 NE 4th Avenue

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 April 17, 2017, Camas City Council Meeting and the Workshop minutes of April 17, 2017.
 - April 17, 2017 Camas City Council Workshop Meeting Minutes draft

 April 17, 2017 Camas City Council Regular Meeting Minutes draft
 - B. Approve the automated clearing house and claim checks as approved by the Finance Committee.
 - C. Authorize the Mayor, or his designee, to sign the Consultant Services Contract with CH2M Inc. in the amount of \$14,584 for the first phase of the Wastewater Local Limits Development project and preparation of the Local Limits Sampling and Evaluation Plan. (Submitted by Sam Adams)
 - Local Limits Development Plan Scope of Work
 Local Limits Development Plan Agreement
 - D. Authorize the Mayor to execute a Professional Services Contract with W. Todd Pascoe, PLLC, Attorneys at Law to provide indigent defense in Camas Municipal Court. W. Todd Pascoe, PLLC, Attorneys at Law have been providing indigent defense in Camas Municipal Court. Their previous Professional Services Contract has expired. (Submitted by Peter Capell)
 - Pascoe Professional Services Contract
 - E. Award the Forest Home Road Slide Repair project to the lowest responsive bidder. Bids will be opened on Friday, April 28, 2017, and the results will be available no later than Monday, May 1, 2017. The engineering estimate for this project is \$520,000. This project is funded by Federal Highway Emergency Relief (ER) funds and local storm drainage funds. (Submitted by James Carothers)

F. Approve the Green Mountain Planned Residential Development (PRD) Final Plats for Phase 1 A/B, 1D, and 1E. (Submitted by Robert Maul, Planning Manager)

Final Plat Staff Report

Improvement Deferral Agreement

PLAT -Phases 1A and 1B-Page 1

PLAT -Phases 1A and 1B-Page 2

PLAT - Phase 1D

PLAT - Phase 1E

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. Public Hearing for Electric Lightwave, LLC Franchise Agreement

Details: Conduct a public hearing to provide citizens an opportunity to give public testimony regarding the proposal of an ordinance to establish an agreement between the City of Camas and Electric Lightwave, LLC (ELI), a subsidiary of Zayo. This ordinance allows ELI to install, operate and maintain fiber optic telecommunication lines within the City of Camas rights-of-way. This agreement prohibits ELI from providing cable television service.

Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends that Council conduct a public hearing, deliberate and direct staff to place the ordinance on the May 15, 2017 Regular Meeting Agenda for Council's consideration.

Electric Lightwave Franchise DRAFT Ordinance

B. Ordinance No. 17-004 Amending Chapter 2.72 of the Camas Municipal Code (CMC) Relating to Post-Retirement Medical Insurance

Details: This ordinance will amend CMC Chapter 2.72 eliminating sections relating employee life insurance policies, medical insurance, vision and dental plans, which do not reflect current practices. Those benefits are addressed in labor contracts and the Non-Represented Employee Handbook. The ordinance was discussed during the March 2, 2017, and April 17, 2017, Workshops.

Presenter: Pete Capell, City Administrator

Recommended Action: Staff recommends Council move to adopt Ordinance No.

17-004.

Ordinance 17-004 Amending CMC 2.72

<u>Draft CMC Chapter 2.72 Post-Retirement Medical Insurance - Redline</u>

Draft CMC Chapter 2.72 Post-Retirement Medical Insurance

C. Resolution No. 17-004 Confirming the Appointment of the Camas Municipal Court Judges Details: The Camas Municipal Code Chapter 2.40.020 provides that the Mayor shall appoint as municipal judges, subject to confirmation by the city council, all duly elected district court judges of the Clark County District Court. Resolution 17-004 affirms the appointment and confirmation of the municipal judges.

Presenter: Peter Capell, City Administrator

Recommended Action: Staff recommends Council move to adopt Resolution No.

17-004.

Resolution No. 17-004 Appointing the Municipal Court Judge

IX. PUBLIC COMMENTS

X. ADJOURNMENT

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT Monday, April 17, 2017, 4:30 PM City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Scott Higgins called the meeting to order at 4:31 p.m.

II. ROLL CALL

Present: Greg Anderson, Bonnie Carter, Don Chaney, Tim Hazen, Steve Hogan,

Melissa Smith and Shannon Turk

Staff: Sam Adams, Pete Capell, James Carothers, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Leona Langlois, Heather Rowley, Connie Urguhart, Steve Wall and Alicia Pacheco (intern)

Press: Kelly Moyer, Camas-Washougal Post-Record

III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. WORKSHOP TOPICS

A. Camas Farmers Market

Details: The Camas Farmers Market tenth season begins in June 2017.

Representatives provided an update to Council.

Presenter: Shannon Van Horn, Board Chair and Tina Eifert, Program Coordinator

Camas Farmers Market Presentation

Shannon Van Horn and Tina Eifert reviewed the presentation. Eifert announced the Farmers Market Coalition named Camas Farmers Market as one of the top 50 farmers markets in the country for 2016.

B. Community Development Block Grant (CDBG) Update

Details: A representative from Clark County Community Services will update Council about the CDBG Program

Presenter: Rebecca Royce, Project Coordinator, Clark County Community Services

This item will be rescheduled for a future workshop meeting as the presenter was not in attendance.

C. 2017 Spring Omnibus Budget Discussion

Details: Council discussed the 2017 Spring Omnibus Budget with staff. Presenter: Cathy Huber Nickerson, Finance Director and Peter Capell, City Administrator

Spring Omnibus 2017 Packages Attachment A - Spring Omnibus

Huber Nickerson and Capell commented about the 2017 Spring Omnibus Budget. This item will be placed on the May 15, 2017 Regular Meeting Agenda for Council's consideration, following a public hearing.

D. Electric Lightwave Franchise Agreement Details: In 1997, via Ordinance No. 2129, the City of Camas entered into a franchise agreement with Electric Lightwave LLC (ELI), now a subsidiary of Zayo, which has since expired. ELI is now proposing to run fiber optic cable to various educational institutional sites within the City limits and new fiber between the City's proposed pump stations being constructed as part of the North Shore Sewer Transmission System project. Attached is a draft ordinance that would

grant a new franchise agreement and provide the terms for which new fiber can be installed as well as conditions regarding the maintenance and operations of existing fiber lines within the public rights-of-way. Cable television service will not be allowed as part of this agreement.

Presenter: James Carothers, Engineering Manager

Draft Ordinance ELI Franchise Agreement

This item will be placed on the May 1, 2017 Regular Meeting Agenda for a public hearing.

E. Consultant Services for Wastewater Local Limits Development Details: The City's National Pollutant Discharge Elimination System (NPDES) permit for the Wastewater Treatment Plant (WWTP) requires the City to develop "Local Limits" for the amount of toxic metals and other constituents that may be discharged into the public sanitary sewer system. Staff completed the first phase of the permit requirement by submitting an Industrial User Survey to the Department of Ecology in January 2017. The next phase is to develop a Local Limits Sampling and Evaluation Plan by July 15, 2017. The City issued a Request for Proposals (RFP) seeking consultant services to help develop the plan and the other elements of the Local Limits permit requirement. CH2M, Inc. was selected through the RFP process and has submitted the attached scope of work to complete a Sampling and Evaluation Plan in the amount of \$14,584. This is a multi-year process that must be completed by December 15, 2019, ultimately ending with the adoption of a Local Limits ordinance. Future elements to be completed, with assistance from CH2M, Inc., will include Sampling/Screening industrial discharges, Local Limits monitoring, establishment of Local Limits and drafting the ordinance for Council's consideration. CH2M, Inc. has estimated

these future elements will cost approximately \$100,000 to complete.

Presenter: Sam Adams, Utilities Manager

Local Limits Development Plan Consultant Agreement

Adams summarized the consultant agreement and discussion ensued. This item will be placed on the May 1, 2017 Consent Agenda for Council's consideration.

F. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall updated Council about the Lacamas Lane slide repair, Forest Home Road slide repair and the Citywide asphalt repairs.

Mayor commented about jurisdiction of State Route 500 and inquired about road repairs by the Washington State Department of Transportation (WSDOT). Wall responded with an update.

G. Community Development Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Peter Capell, City Administrator

Capell informed Council about the public hearings for Lacamas Heights Elementary and the Camas Project Based Learning (PBL) High School.

Capell commented about the Planning Commission meeting this week and the appreciation luncheon, held last week, by the Camas School District.

H. Draft Ordinance Amending Chapter 2.72 of the Camas Municipal Code (CMC) Relating to Post-Retirement Medical Insurance

Details: This ordinance will amend CMC Chapter 2.72 eliminating sections relating employee life insurance policies, medical insurance, vision and dental plans, which do not reflect current practices. Those benefits are addressed in labor contracts and the Nonrepresented Employee Handbook. The ordinance was discussed during the March 2, 2017, workshop. At that time, it was proposed to repeal the entire chapter. Concerns were raised that the post-retirement medical insurance coverage was being taken away, which was not the intent. Therefore, the chapter has now been amended to remove all of the sections except the post-retirement medical insurance coverage.

Presenter: Pete Capell, City Administrator

Draft Ordinance Amending CMC 2.72
Draft CMC Chapter 2.72 Post-Retirement Medical Insurance - Redline
Draft CMC Chapter 2.72 Post-Retirement Medical Insurance

Capell reviewed the draft ordinance and discussion ensued. This item will be placed on the May 1, 2017 Regular Meeting Agenda for Council's consideration.

I. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Peter Capell, City Administrator

Capell commented about the community survey, the salary survey, and the City's process improvement projects.

Capell updated Council about Fire Chief, Nick Swinhart.

V. COUNCIL COMMENTS AND REPORTS

Chaney stated that the Clark Regional Emergency Services Agency (CRESA) Interlocal Agreement (ILA) will come before Council in the future.

Turk commented about the Joint Panel Advisory Committee (JPAC) meeting she and Anderson attended.

Anderson will attend the Economic Development Committee meeting, a meeting of East County Fire and Rescue (ECFR), and a C-TRAN meeting.

Anderson and Hogan attended the Administrative Committee meeting.

Hogan commented about serving as Mayor Pro Tem and attended a ribbon cutting. He will attend a Camas-Washougal Economic Development Association (CWEDA) meeting.

Hogan, Carter and Smith commented about attending a meeting for the City's Strategic Planning process.

Carter and Turk attended a town hall meeting hosted by Senator Ann Rivers and Representative Brandon Vick.

Carter participated in a phone town hall hosted by Representative Jaime Herrera Beutler. She also attended a meeting of the Downtown Camas Association (DCA).

Smith attended the Camas-Washougal Chamber of Commerce luncheon. She will attend the Columbia Ridge On Tap event scheduled for April 27, 2017.

Smith commented about scholarship offered to high school students by the Camas-Washougal Chamber of Commerce.

Turk stated the DCA's Spring Clean-Up and Planting Day is scheduled for April 23, 2017.

Mayor Higgins introduced Kelly Moyer as the new editor of the Camas-Washougal Post Record.

Mayor Higgins commented about chaperoning the Camas High School Marching Band trip and thanked Hogan for serving as Pro Tem in his absence.

Mayor Higgins attended a C-TRAN meeting.

Mayor Higgins announced his new position as a commercial broker with Eric Fuller & Associates, Inc.

Mayor Higgins commented about missing teen, Cole Burbank.

VI. PUBLIC COMMENTS

No one from the public wished to speak.

VII. ADJOURNMENT

The meeting adjourned at 5:40 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT Monday, April 17, 2017, 7:00 PM City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Scott Higgins called the meeting to order at 7:00 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: Peter Capell, Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Heather Rowley, Connie Urquhart, Steve Wall and Alicia Pacheco (intern)

Press: No one from the press was present

IV. PUBLIC COMMENTS

Mayor Higgins announced the public hearing and consideration of Ordinance No. 17-005 had been postponed.

No one from the public wished to speak.

V. CONSENT AGENDA

A. Approved the minutes of the April 3, 2017, Camas City Council Meeting and the Workshop minutes of April 3, 2017.

April 3, 2017 Camas City Council Workshop Meeting Minutes - Draft April 3, 2017 Camas City Council Regular Meeting Minutes - Draft

- B. Approved the automated clearing house and claim checks numbered 132896 to 133023 in the amount of \$731,385.82.
- C. Authorized the write-off of the March 2017 Emergency Medical Services (EMS) billings in the amount of \$96,378.40. This is the monthly uncollectible 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, or designee, to sign an agreement with Financial Consulting Solutions Group, Inc. in the amount of \$32,220 to review and update the City's Park Impact Fee (PIF) methodology and calculations to align with the current Parks, Recreation and Open Space (PROS) Plan. (Submitted by Steve Wall)
 - Park Impact Fee Study Contract
- E. Authorized the Mayor to sign the Mutual Law Enforcement Assistance Agreement, which relates to conducting vehicular pursuits. (Submitted by Mitch Lackey)
 - Mutual Law Enforcement Assistance Agreement
- F. Authorized the Mayor to sign the modification of interlocal agreement between the cities of Camas and Washougal for the formation and operation of the Camas-Washougal Fire Department dated December 4, 2013, to utilize budget allocation factors for the prior year with any actual adjustment to be made for the following year allocation. (Submitted by Cathy Huber Nickerson)
 - Modification of Interlocal Agreement for the Camas-Washougal Fire Department

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

VI. NON-AGENDA ITEMS

A. Staff

There were no updates from staff.

B. Council

Hazen commented about the Camas Farmers Market.

VII. MAYOR

- A. Announcements
- B. Autism Acceptance Proclamation
 - Autism Acceptance Month Proclamation

Mayor Higgins proclaimed April 2017, as Autism Acceptance Month in Camas.

C. Mayor's Volunteer Spirit Award

April 2017 Barb Baldus

Mayor Higgins presented Barb Baldus with a Volunteer Spirit Award.

VIII. MEETING ITEMS

A. Public Hearing Considering Ordinance No. 17-005 Amending Budget Ordinance No. 16-023

Details: Conduct a public hearing to provide the public an opportunity to give testimony regarding Ordinance No. 17-005, which amends the 2017-2018 Biennial Budget with 16 carry forward items, 5 administrative items and 12 supplemental items for a total of \$5,460,668.

Presenter: Cathy Huber Nickerson, Finance Director

ORD No. 17-005 Amending Budget Ordinance No. 16-023
 Attachment A - Spring Omnibus
 Spring Omnibus 2017 Packages

Huber Nickerson summarized the item.

This item will be placed on the May 15, 2017 Regular Meeting Agenda for Council's consideration, following a public hearing.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. ADJOURNMENT

The meeting adjourned at 7:16 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.

Attachment 1 Scope of Work Local Limits Development Plan – City of Camas, Washington

Background & Objectives

The City of Camas has requested CH2M to provide consulting services to the City of Camas (City) to help the City develop a Local Limits Development Plan, assist with monitoring treatment plant influent and effluent for priority pollutants, help the City effectively engage and communicate with its Industrial Users, which are all part of compliance with the City's NPDES Permit for the Camas Wastewater Treatment Plant (WWTP). Section S6 F.1 of the City's NPDES Permit No. WA0020249 states:

The Permittee shall develop and codify local limits for the follow pollutants and any other which the initial screening shows may adversely affect the POTW: Antimony, Arsenic, Cadmium, Chromium (both total and hexavalent), Copper, Cyanide, Fluoride, Total Petroleum Hydrocarbons, FOG (Fats, Oil and Grease), Lead, Mercury, Molybdenum, Nickel, pH, Selenium, Silver, Sulfate, Total Dissolved Solids, and Zinc (20 total). The Permittee shall also establish either limits or a strategy for controlling non-domestic loadings of compatible pollutants: BOD, TSS, and Ammonia through loading allocations, surcharges, or similar means.

The Permittee shall follow the methodology described in Ecology Publication: Guidance Manual for Developing Local Discharge Limits, Ecology Publication 11-10-056 to develop local limits for the protection of its treatment works on the following schedule:

1. The Permittee shall provide a local limits development plan by July 15, 2017. The Permittee shall perform an initial screening of their influent and effluent of all pollutants listed in Appendix A of this permit to determine which if any pollutants in addition to the 20 pollutants listed above are of potential concern to POTW processes and receiving waters. The Permittee must submit the results of this initial screening and the proposed list of pollutants of concern based on the test results to Ecology by December 1, 2017.

The following scope of work includes development of the local limits development plan per the permit requirements listed above. Additional tasks including will be completed under a future scope of work.

Schedule

Assuming that CH2M receives notice to proceed by April 10, 2017, CH2M will deliver the draft Local Limits Development Plan within six weeks, by May 22, 2017. Allowing up to two weeks for City review and assuming one consolidated set of City comments is received by June 5, 2017, CH2M will finalize the draft Plan based on City comments and prepare a final draft Local Limits Development Plan for submittal to Ecology no later than July 15, 2017. This schedule allows up to six weeks for development of the final document.

The schedule for the work included in this scope allow for an accelerated schedule, which is recommended due to the often lengthy regulatory processes.

General Project Assumptions

- 1. The City will be responsible for the timely collection of comments from reviewers, and resolving conflicting comments, and shall submit one set of consolidated comments to CH2M for each deliverable.
- 2. CH2M will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
- 3. The scope of work described herein does not include development of a screening protocol and list of pollutants of concerns (POCs), sampling assistance, assistance with engagement of the City's Industrial Users, data and regulatory review, or development of local limits allocations and associated support. A separate or amended scope of work and agreement will be required to complete these tasks.

Task 1 – Project Management

CH2M's project manager Erin Thatcher will perform the following project management tasks:

- Project set-up and project closure.
- Communicate regularly with the City's project manager as needed but no less frequently than every other week, and will maintain an action item and decision log as appropriate for the project.
- Prepare and submit a monthly invoice and brief progress report.
- Manage change: Monitor project for potential changes, anticipate changes whenever possible, and with City approval, modify Project tasks, task budgets, and approach to keep the overall project within budget and on schedule.

Task 1 Deliverables

1. Three (3) monthly invoices with progress reports including a narrative of the work completed and estimated percent complete under each task.

Task 2 – Prepare Local Limits Development Plan

The purposes of establishing local limits are several – but primarily are used to protect against the discharge of pollutants and at a quantity or rate that cause the POTW to violate water quality standards, impair beneficial use of biosolids, threaten worker safety or the public. Per Ecology's guidance, local limits are established by estimating safe loadings of pollutants to the treatment works, and then dividing available capacity over the non-domestic dischargers and establishing limits to prevent adverse effects at the point of discharge to the collection system.

CH2M will develop a Local Limits Development Plan that considers the unique Significant Industrial Users present in the service area, the particulars of unit processes at the Camas WWTP, and the water quality characteristics of the effluent diffuser mixing zone in the Columbia River, and the City's biosolids beneficial use program.

Task 2 Deliverables

- 1. Draft Local Limits Development Plan (electronic submittal to the City Microsoft Word document and Adobe pdf).
- 2. Final Draft Local Limits Development Plan for submittal to Ecology (electronic submittal only Adobe pdf).
- 3. Written responses to Ecology review comments of the Final Draft Plan (electronic submittal only).

4. Final Local Limits Development Plan (2 hard copies for the City; 1 hard copy for Ecology).

Cost

CH2M proposes to perform the services described for this scope of work for a not-to-exceed amount of \$14,584 per the following table:

Table 1. Fee Estimate

Task	Labor Cost	Expenses	Total
Task 1 – Project Management	\$1,985	\$	\$1,985
Task 2 – Prepare Local Limits Development Plan	\$12,549	\$50	\$12,599
Tota	ıl \$14,534	\$50	\$14,584

Labor will be billing at a 3.2 multiplier on raw salary costs.



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M'S OFFICE ADDRESS:	2020 SW Fourth Ave, Suite 300, Portland, OR 97201
CH2M'S PROJECT NO.:	TBD
PROJECT NAME:	Local Limits Development Plan
CLIENT:	City of Camas, Washington
CLIENT'S ADDRESS:	616 NE 4 th Avenue, Camas, WA 98607
CLIENT requests and authorizes C	CH2M HILL ENGINEERS, INC. (hereinafter "CH2M") to perform the following Services:
Scope of Services	
The description of services is provi	ided in Attachment 1 – Scope of Work, Local Limits Development Plan.
Compensation Compensation by CLIENT to CH2	M will be on the basis of a raw labor multiplier and the estimated budget.
Schedule	
The project schedule is provided in	n Attachment 1 - Scope of Work, Local Limits Development Plan.
Other Terms	
The description of services is provi	ided in Attachment 1 – Scope of Work, Local Limits Development Plan.
	MENT will be performed in accordance with the Provisions and any attachments or persedes all prior agreements and understandings and may only be changed by written ies.
CLIENT:	CH2M HILL ENGINEERS, INC.:
Signature	Signature
Name (printed)	Name (printed)
Title	Title
Date	Date

FORM 124 REVISED: 1/17

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2M to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Compensation

Compensation shall be as specified with the Compensation section on Page 1.

Salary Costs

CH2M's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

Per Diem Rates

CH2M's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment

3. Subcontracts and Direct Expenses

When Services are performed on a time and materials basis, a markup of _______ percent will be applied to subcontracts and outside services and Direct Expenses will be billed at actual cost. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M's current standard rate charges for direct use of CH2M's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M's standard project charges for computing systems, and health and safety requirements of OSHA, MSHA and similar requirements as set forth in CH2M's rate schedule.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M's compensation when invoicing CLIENT.

4. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M will be on a basis of experience and judgment, but, since CH2M has no control over market conditions or bidding procedures, CH2M cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

5. Standard of Care

The standard of care applicable to CH2M's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M's services are performed. CH2M will re-perform any services not meeting this standard without additional compensation subject to CLIENT providing CH2M written notice of such non-conformance within one year from the date of completion of the services hereunder. CLIENT's sole remedy for CH2M's breach of this standard of care is the re-performance of those Services directly related to such breach up to the limit of remedy set forth in this Agreement. CH2M will not be responsible for the cost of any construction rework or replacement.

NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IS INTENDED IN OR BY THIS AGREEMENT.

6. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction

of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

7. Payment to CH2M

Monthly invoices will be issued by CH2M for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

8. Limitation of Liability

CH2M's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it.

This limitation of liability provided will apply whether CH2M's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M's officers, affiliated corporations, employees, and subcontractors.

9. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

10. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M and has no third party beneficiaries except as provided in Provision 12.

11. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M.

12. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

13. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services or in response to CH2M's proposal, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT and this AGREEMENT shall govern all Services.

14. Force Majeure

If performance of the Services is affected by causes beyond CH2M's reasonable control, project schedule and compensation shall be equitably adjusted.

15. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

16. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

17. Indemnification

CH2M agrees to indemnify CLIENT from any claims, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CH2M, its employees, affiliated corporations, officers, and subcontractors in connection with the PROJECT.

CLIENT agrees to indemnify CH2M from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, its employees, or agents in connection with the PROJECT.

18. Waiver of Damages

In no event shall CH2M, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M's performance or non-performance of services pursuant to this Agreement. Limitations of liability provided in this paragraph apply whether the liability is claimed to arise in contract, tort (including negligence), strict liability, or otherwise.

19. Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of CH2M, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. CLIENT agrees to indemnify CH2M and its officers, employees, subcontractors and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

20. Access to Facilities and Property

CLIENT will make its facilities (or any third party property) accessible to CH2M as required for CH2M's performance of its services and will provide labor and safety equipment as required by CH2M for such access. CLIENT will perform, at no cost to CH2M, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with CH2M's services.

21. Client-Furnished Data

CLIENT will provide to CH2M all data in CLIENT's possession relating to CH2M's services on the PROJECT. CH2M will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

22. Ownership of Work Product and Inventions

All of the work product of CH2M in executing the Services shall remain the property of CH2M. CLIENT shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the Services shall remain the property of CH2M.

23. Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CH2M

24. Restrictions

The terms of this Agreement shall not be valid for staff augmentation, remediation activities, materials procurement or construction services. This agreement is not intended to create an agency relationship between the parties. Additional provisions may be negotiated as required for those services.

Attachment 1 Scope of Work

Local Limits Development Plan – City of Camas, Washington

Background & Objectives

The City of Camas has requested CH2M to provide consulting services to the City of Camas (City) to help the City develop a Local Limits Development Plan, assist with monitoring treatment plant influent and effluent for priority pollutants, help the City effectively engage and communicate with its Industrial Users, which are all part of compliance with the City's NPDES Permit for the Camas Wastewater Treatment Plant (WWTP). Section S6 F.1 of the City's NPDES Permit No. WA0020249 states:

The Permittee shall develop and codify local limits for the follow pollutants and any other which the initial screening shows may adversely affect the POTW: Antimony, Arsenic, Cadmium, Chromium (both total and hexavalent), Copper, Cyanide, Fluoride, Total Petroleum Hydrocarbons, FOG (Fats, Oil and Grease), Lead, Mercury, Molybdenum, Nickel, pH, Selenium, Silver, Sulfate, Total Dissolved Solids, and Zinc (20 total). The Permittee shall also establish either limits or a strategy for controlling non-domestic loadings of compatible pollutants: BOD, TSS, and Ammonia through loading allocations, surcharges, or similar means.

The Permittee shall follow the methodology described in Ecology Publication: Guidance Manual for Developing Local Discharge Limits, Ecology Publication 11-10-056 to develop local limits for the protection of its treatment works on the following schedule:

1. The Permittee shall provide a **local limits development plan by July 15, 2017**. The Permittee shall perform an initial screening of their influent and effluent of all pollutants listed in Appendix A of this permit to determine which if any pollutants in addition to the 20 pollutants listed above are of potential concern to POTW processes and receiving waters. The Permittee must submit the results of this initial screening and the proposed list of pollutants of concern based on the test results to Ecology by December 1, 2017.

The following scope of work includes development of the local limits development plan per the permit requirements listed above. Additional tasks including will be completed under a future scope of work.

Schedule

Assuming that CH2M receives notice to proceed by April 10, 2017, CH2M will deliver the draft Local Limits Development Plan within six weeks, by May 22, 2017. Allowing up to two weeks for City review and assuming one consolidated set of City comments is received by June 5, 2017, CH2M will finalize the draft Plan based on City comments and prepare a final draft Local Limits Development Plan for submittal to Ecology no later than July 15, 2017. This schedule allows up to six weeks for development of the final document.

The schedule for the work included in this scope allow for an accelerated schedule, which is recommended due to the often lengthy regulatory processes.

General Project Assumptions

- 1. The City will be responsible for the timely collection of comments from reviewers, and resolving conflicting comments, and shall submit one set of consolidated comments to CH2M for each deliverable.
- 2. CH2M will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
- 3. The scope of work described herein does not include development of a screening protocol and list of pollutants of concerns (POCs), sampling assistance, assistance with engagement of the City's Industrial Users, data and regulatory review, or development of local limits allocations and associated support. A separate or amended scope of work and agreement will be required to complete these tasks.

Task 1 – Project Management

CH2M's project manager Erin Thatcher will perform the following project management tasks:

- Project set-up and project closure.
- Communicate regularly with the City's project manager as needed but no less frequently than every other week, and will maintain an action item and decision log as appropriate for the project.
- Prepare and submit a monthly invoice and brief progress report.
- Manage change: Monitor project for potential changes, anticipate changes whenever possible, and with City approval, modify Project tasks, task budgets, and approach to keep the overall project within budget and on schedule.

Task 1 Deliverables

1. Three (3) monthly invoices with progress reports including a narrative of the work completed and estimated percent complete under each task.

Task 2 – Prepare Local Limits Development Plan

The purposes of establishing local limits are several – but primarily are used to protect against the discharge of pollutants and at a quantity or rate that cause the POTW to violate water quality standards, impair beneficial use of biosolids, threaten worker safety or the public. Per Ecology's guidance, local limits are established by estimating safe loadings of pollutants to the treatment works, and then dividing available capacity over the non-domestic dischargers and establishing limits to prevent adverse effects at the point of discharge to the collection system.

CH2M will develop a Local Limits Development Plan that considers the unique Significant Industrial Users present in the service area, the particulars of unit processes at the Camas WWTP, and the water quality characteristics of the effluent diffuser mixing zone in the Columbia River, and the City's biosolids beneficial use program.

Task 2 Deliverables

- 1. Draft Local Limits Development Plan (electronic submittal to the City Microsoft Word document and Adobe pdf).
- 2. Final Draft Local Limits Development Plan for submittal to Ecology (electronic submittal only Adobe pdf).
- 3. Written responses to Ecology review comments of the Final Draft Plan (electronic submittal only).

4. Final Local Limits Development Plan (2 hard copies for the City; 1 hard copy for Ecology).

Cost

CH2M proposes to perform the services described for this scope of work for a not-to-exceed amount of \$14,584 per the following table:

Table 1. Fee Estimate

Task	Labor Cost	Expenses	Total
Task 1 – Project Management	\$1,985	\$	\$1,985
Task 2 – Prepare Local Limits Development Plan	\$12,549	\$50	\$12,599
Total	\$14,534	\$50	\$14,584

Labor will be billing at a 3.2 multiplier on raw salary costs.

PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT is made this date by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "City", and W. TODD PASCOE, PLLC, Attorneys at Law, of Vancouver, Washington, hereinafter referred to as "Attorneys," in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

Section 1. **EMPLOYMENT:** City hereby contracts with, retains, and employs Attorneys to provide representation of indigent defendants in Camas Municipal Court as hereinafter specified. The relationship between City and Attorneys is that of employer-independent contractor, and not employer-employee. City shall have no obligation to pay FICA, unemployment compensation, workmen's compensation or other payroll taxes on the compensation paid to Attorney.

Section 2. BASIC SERVICES: The basic services to be provided by Attorneys shall be the representation of indigent defendants in Camas Municipal Court. Attorneys shall provide adequate staffing to meet the terms of this professional service agreement. The managing attorney for W. TODD PASCOE, PLLC, shall assure that all partners and associate attorneys providing professional services pursuant to this contract are in compliance with the terms herein. Each attorney providing professional services shall satisfy the requirements for practicing law in Washington, shall adhere to the indigent defense standards, and complete seven hours of continuing legal education within each calendar year they provide services under this contract relating to criminal defense.

The services rendered by Attorneys shall ensure that indigent criminal defendants receive high-quality legal representation. All professional services rendered shall be consistent with the Standards for Indigent Defense. The services rendered shall meet the standards set forth by the American Bar Association, the Washington Bar Association, the Rules of Professional Conduct, case law, and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. Attorneys shall comply with the caseload limitations imposed pursuant to Court Rule, adopted standards of the Washington State Supreme Court, and adopted standards of the City. Each attorney providing professional services shall quarterly certify their compliance with the standards for indigent defense by filing a certification of compliance as required by CrR 3.1,

CrRLJ 3.1, and JuCR 9.2 with the Camas Municipal Court, and providing a copy of the certification to the City.

Attorneys shall provide each client the time and effort necessary to ensure effective representation. The services to be rendered shall include but not be limited to (1) having an attorney on call to consult telephonically with indigent defendants; (2) providing an attorney to represent in-custody indigent defendants at the Clark County Courthouse on the arraignment docket; (3) representing indigent defendants during pre-trial proceedings; (4) representing indigent defendants at trial and at any sentencing hearings; (5) providing such other professional services as are customary in the representation of criminal defendants; and (6) maintaining an office to provide meetings and contact with clients.

The services to be rendered by Attorneys shall not include (1) representation of indigent defendants on appeal from Camas Municipal Court; (2) making first appearances with individuals who qualify for indigent representation at their first appearance; and (3) regular appearances in the District Court Specialty Court such as the Substance Abuse Court, Mental Health Court, or Veterans Court.

Section 3. **COMPENSATION:**

- 3.1 <u>Basic Compensation</u>: As basic compensation for the professional services to be rendered hereunder, City shall pay Attorneys the sum of four thousand two hundred and fifty dollars (\$4,250.00) per month, payable on the last day of each month.
- 3.2 <u>Jury Trial Fee</u>: In addition to basic compensation, City shall pay attorney the sum of \$300.00 per jury trial with a maximum of \$3,600.00 in any calendar year, upon proper vouchering to the City.
- 3.3 <u>Investigation Fee</u>: In addition to basic compensation, City shall pay for defense investigation fees up to \$160.00 per month approved by court order upon proper vouchering to the City.
- 3.4 Expert Fee: In addition to basic compensation, City shall pay for reasonable and necessary expert services approved by court order.
 - 3.5 <u>Interpretor Fee</u>: Attorneys shall not be responsible for interpreter fees.
 - Section 4. **DURATION:** This agreement shall commence on the date of execution, and

shall terminate on December 31, 2018.

Section 5. **PERIODIC ACCOUNTING:** Attorneys shall provide City with quarterly accountings, summarizing defendants services rendered under this contract. Attorneys may elect to provide monthly reports. The accounting shall include the names of all indigent defendants represented, the charges, if a jury trial was conducted, the disposition, the total number of cases for the period, the total number of cases for the year to date, and the number of probation violations and other miscellaneous post sentencing hearings assigned. The accounting shall also include the names and bar numbers of the attorneys providing services during each quarter.

In addition, Attorneys shall annually provide a report to the City which includes the number and type of cases in their private practice, the number and type of other public defense contracts, if any, and the total hours billed for non-public defense cases, if any.

Section 6. **CONFLICTS OF INTEREST:** Whenever Attorneys are precluded from representing an indigent defendant due to a professional conflict of interest, Attorneys shall notify City and Camas Municipal Court Judge of such conflict as soon as practicable. The City shall be responsible for arranging for substitute legal counsel for appointment by the Camas Municipal Court Judge.

Section 7. **LIABILITY INSURANCE:** Attorneys shall maintain professional liability insurance in a minimum amount of \$200,000 per incident and \$500,000 aggregate for each attorney providing professional services. Attorneys are solely responsible, and shall hold the City harmless for any and all liability arising from the representation of clients described herein. Attorneys shall provide current proof of insurance to the City annually, and provide each renewal of coverage.

Section 8. WARRANTY: Attorneys warrant that the compensation provided herein is sufficient to provide adequately for the agreed services, attorney and staff training, administration and staff services, and infrastructure required to meet the standards set forth herein.

Section 9. **NON-DISCRIMINATION:** Attorneys shall not discriminate on the grounds of race, color, religion, national origin, age, marital statute, sex, sexual orientation, or handicap. Attorneys shall comply with all federal, state and local nondiscrimination requirements.

Section 10. PUBLIC DEFENSE SERVICES RESOLUTION: Attorneys shall comply

with the City Resolution adopting standards for the delivery of public defense services pursuant to RCW 10.101.030.

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STATE OF WASHINGTON)) ss.				
	W. TODD PASCOE, PLLC			
By:	W. Todd Pascoe, Managing Member			
•				
COUNTY OF CLARK)				
me known to be the Mayor of the municipal instrument, and acknowledged said instrum municipal corporation, for the uses and pur	l corporation that executed the within and foregoing tent to be the free and voluntary act and deed, of said			
	ereunto set my hand and affixed my official seal the			
	•			
) ss.				
COUNTY OF CLARK)				
PASCOE, as Managing Member of W. Too described in and who executed the within a	, 2017 personally appeared before me W. TODD ld Pascoe, PLLC, to me known to be the individual and foregoing instrument, and acknowledged that he ct and deed, for the uses and purposes therein			
IN WITNESS WHEREOF, I have h day and year first above written.	ereunto set my hand and affixed my official seal the			
	Notary Public in and for the State of Washington, Residing at Camas My appointment expires:			



Staff Report Final Plat for Green Mountain PRD Phase 1 A/B, 1D, and 1F

File No. FP16-12, FP-13, and FP16-14 (Related Files: SUB14-02)

TO: Mayor Higgins

City Council

FROM: Robert Maul, Planning Manager

LOCATION: NE Ingle Road and Goodwin

OWNER: CLB Washington Solutions, LLC

2817 NE Ingle Road Vancouver, WA 98607

APPLICABLE LAW: The application was submitted November 15, 2016, 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; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

BACKGROUND INFORMATION

Lots: 108 residential lots. Total Area: 10.27 acres

The original subdivision application was deemed complete back on January 29^{th} , 2015 as a Planned Residential Development (PRD), and Subdivision (SUB14-02). The proposed development as it was originally approved was for a 289 acres site to be developed into 1,300 units for multiple densities and a commercial center at the southwest corner of the property. The City issued a land use approval with a formal decision on August 4^{th} , 2016.

The applicant has submitted for a final plat approval three sub-phases of Phase 1. Most of the onsite and offsite improvements are done, but the applicant is proposing to bond for the remaining items as contained in the improvement agreement contained in council's packet, as per Camas Municipal Code section 17.21.040

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

Final Plat Criteria for Approval (CMC 17.21.060-C)

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

- proposed final plat an improvement bond or other security in conformance with CMC 17.21.040; Bonding Complies
- 4. That the plat is certified as accurate by the land surveyor responsible for the plat; Complies
- 5. That the plat is in substantial conformance with the approved preliminary plat; and Complies
- 6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval. Complies

Findings: The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.

Recommendation

Staff recommends that Council approve the final plats for Green Mountain PRD phases 1 A/B, 1D, and 1F.

IMPROVEMENT DEFERRAL AGREEMENT

- 1. Parties
 - 1.1 City: Camas, Washington
 - 1.2 Developer: CLB Washington Solutions I, LLC
- 2. Terms
- 2.1 Subject Development: Green Mountain Mixed Use, PRD, Phases 1A, 1B, 1D & 1E, City file No. SUB14-02 & MINMOD16-13 (Decision).
- 2.2 The Tax Parcel Numbers for the Subject Development are 986037-306 and 172553-000. A copy of a map of the Subject Development is attached as **Exhibit A**.
- 2.3 In the Decision, the Developer was granted approval of the Subject Development, conditioned in part on the Developer constructing the Required Improvements. See attached **Exhibit B** for the Required Improvements.
- 2.4 The Required Improvements are necessary to mitigate an identified direct impact of the Subject Development.
- 2.5 Developer has requested that it be permitted to defer construction of the Required Improvements for at least two years, which obligation is secured by a bond in substantially the form attached as **Exhibit C**, and consistent with CMC 17.21.050.
- 2.6 The authority for this Agreement is RCW 82,02.020 and CMC 17.21.040(A) and (B).
- 2.7 The Developer hereby agrees to post a bond in the amount of \$1,850,775.00, representing the estimated engineering and construction costs of the Required Improvements. City agrees to accept this bond in substantially the form attached as **Exhibit C**. The parties agree that the actual construction cost of the Required Improvements may be less than the bonded amount.
- 2.8 The Developer agrees to complete the Required Improvements no later than two years from the date of final plat approval; provided, however, that, pursuant to CMC 17.21.040(A)(1), the Developer may request reasonable extensions of time for completion of the Required Improvements upon request to and approval by the City Council.
- 2.9 Upon completion of the Required Improvements, the Developer will promptly send the Public Works Director a Notice of Completion. The Public Works Director must notify the Developer within 14 days of receipt of the Notice of Completion of any defects or deficiencies in the Required Improvements based on adopted City standards; otherwise the Required Improvements will be deemed complete and approved by the City.
- 2.9.1 Upon completion of the Required Improvements, pursuant to CMC 17.21.040(B), the Developer must post a bond or other financial security in an amount equal to at least ten percent of the total cost of all Required Improvements to secure successful operation of all Required Improvements and full performance of the Developer's maintenance obligation.

Such financial security shall be effective for a two-year period following final acceptance of installation of all Required improvements by the City.

- 2.9.2 The Developer is required to perform maintenance functions on drainage improvements described in the Required Improvements for a period of time not to exceed two years from approval of their completion or final acceptance, whichever is later. It shall be the Developer's responsibility to assure there is a functioning storm drainage system at the end of the two-year warranty period
- 2.10 If the Developer fails to complete the Required Improvements within two years of final plat approval, or any approved extension periods, then:
- 2.10.1 The City may take steps to demand performance of the Developer's obligation within a reasonable time not to exceed 90 days from the date of demand; or
- 2.10.2 The City may require the Developer to forfeit the security represented by the bond to pay for the cost of completing the Required Improvements, and if the proceeds from the bond do not cover the cost of the Required Improvements, then the Developer must pay the deficiency based on receipt of invoices, scopes of work, and other documentation from the City clearly demonstrating the deficiency; and
- 2.11 The City is entitled to its reasonable attorney's fees in enforcing Developer's obligation, only in the event of Developer's default under this Agreement.
- 2.12 This Agreement does not relieve the Developer of liability for the defective condition of any Required Improvements discovered following the effective term of the security given. The Developer waives all claims for damages against any governmental authority that may occur to adjacent land as a result of construction, drainage and maintenance of the Required Improvements.

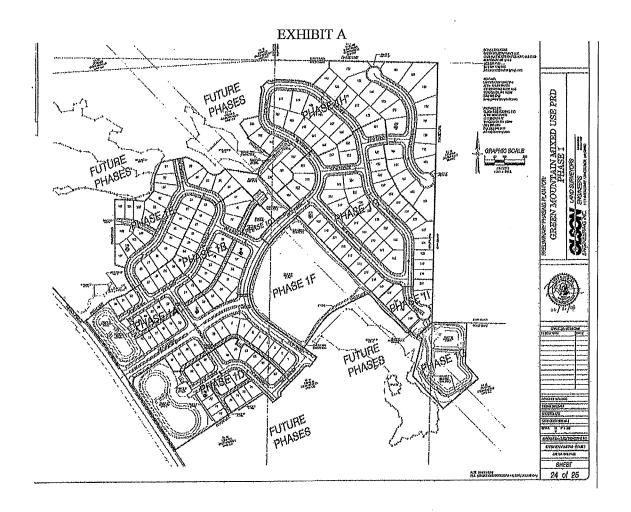


EXHIBIT B REQUIRED IMPROVEMENTS See Attached 13 Pages

OLSON ENGINEERING INC.

222 E. EVERGREEN BLVD., VANCOUVER, WA 98660 (360) 695-1385

Green Mountain Mix Use PRD - Phase 1A, B, D & E - Cost Estimate for all work needed for Completion

A PHASE 1A & 1B

	Francisco de la constitución de							
Item#	Description	Unit		Unit	Total	Percent	Remaining	
A-1	SITEWORK - On Site	Of Measure	Quantity	Price	 Price	Complete		Price
1	Finish Grade	SF	133,265	\$ 0.10	\$ 13,327	100	\$	÷
2	1½"- Crushed Rock	TN	8,965	\$ 16.00	\$ 143,440	65	\$	50,204
3	Asphalt Concrete Class ½" 64-22 HMA	TN	3,005	\$ 80.00	\$ 240,400	100	\$	<u></u>
4	Vertical Curb @ Parking	LF	565	\$ 9.00	\$ 5,085	100	\$	-
5	Curb & Gutter	LF	7,175	\$ 9.00	\$ 64,575	100	\$	₩.
6	Sidewalk	SF	7,229	\$ 3,75	\$ 27,109	0	\$	27,109
7	Pedestrian Ramp	SF	7,285	\$ 3.75	\$ 27,319	0	\$	27,319
8	Curb @ Pedestrian Ramp	LF	120	\$ 10.00	\$ 1,200	100	\$	-
9	Detectable Warning Surface	SF	240	\$ 25.00	\$ 6,000	0	\$	6,000
10	Driveway Approach	SF	1,820	\$ 4.00	\$ 7,280	0	\$	7,280
11	Traffic Control	LS	1	\$ 17,500.00	\$ 17,500	90	\$	1,750
				Total	\$ 553,234		\$	119,662
A-2	STORM SYSTEM TRACT "A"			 	 			
12	18" CPP w/ Granular Backfill	LF	550	\$ 60.00	\$ 33,000	100	\$	*
13	15" CPP w/ Granular Backfill	LF	260	\$ 53.00	\$ 13,780	100	\$	止
14	12" CPP w/ Granular Backfill	1.F	3,000	\$ 40.00	\$ 120,000	100	\$	÷
15	10" CPP w/ Granular Backfill (MH - CCI)	LF	648	\$ 35.00	\$ 22,680	100	\$	
16	6" CPP w/ Granular Backfill, Lateral	LF	635	\$ 28.00	\$ 17,780	100	\$	نمذ
17	6" CPP w/ Granular Backfill, Lateral (Phase 1D)	LF	175	\$ 28.00	\$ 4,900	100	\$	<u>~</u>
18	Manhole, 48", Type 1 w/ Externally Sealed Joints	EA	21	\$ 2,250.00	\$ 47,250	100	\$	-
19	Cleanout (8")	ĖA	12	\$ 375.00	\$ 4,500	100	\$	-
20	Cleanout (6") @ Lateral	EA	36	\$ 275.00	\$ 9,900	100	\$	-
21	Comb. Curb Inlet, Type 1	EA	24	\$ 1,750.00	\$ 42,000	100	\$	-
22	Curb Inlet, Type 1	EA	8	\$ 1,500.00	\$ 12,000	100	\$	-
23	6" Perf. Pipe D-2729 w/ Drain Rock - French Drain	LF	875	\$ 20.00	\$ 17,500	100	\$	-
24	6" PVC Pipe D-2729 - French Drain	ĹF	45	\$ 15.00	\$ 675	100	\$	*Mag
25	Storm Facility - Fine Grading/Topsoil	LS	1	\$ 20,000.00	\$ 20,000	95	\$	1,000
26	Gravel for Access	TN	190	\$ 16.00	\$ 3,040	100	\$	ni .
27	Asphalt for Access	TN	30	\$ 80:00	\$ 2,400	100	\$	÷
28	Chain Link Fence and Gate	LF	1,020.00	\$ 15.00	\$ 15,300	0	\$	15,300
29	Structures	LS	1	\$ 6,000.00	\$ 6,000	100	\$.=.
30	Wet Pond Planting	LS	1	\$ 15,000.00	\$ 	0	\$	15,000
				Total	\$ 407,705		\$	31,300

		Unit		Unit			Total Percent		Remaining	
A-3	STORM SYSTEM TRACT "H"	Of Measure	Quantity		Price	**	Price	Complete		Price
31	36" CPP w/ Granular Backfill - By Pass	LF	1,540	\$	90.00	Ş	138,600	100	\$	-
32	24" CPP w/ Granular Backfill	LF	185	\$	70.00	\$	12,950	100	\$	
33	15" CPP w/ Granutar Backfill	LF	235	\$	53.00	\$	12,455	100	\$	-
34	12" CPP w/ Granular Backfill	LF	520	\$	40.00	\$	20,800	100	\$, ,
35	10" CPP w/ Granular Backfill (MH - CCI)	LF	60	\$	35.00	\$	2,100	100	\$	
36	6" CPP w/ Granular Backfill, Lateral	LF	335	\$	28,00	\$	9,380	100	\$	
37	Manhole, 72", w/ Externally Sealed Joints - By Pass	EA	6	\$	5,600.00	\$	33,600	100	\$	~
38	Manhole, 60", w/ Externally Sealed Joints - By Pass	EA	5	\$	3,500.00	\$	17,500	100	\$	~ ,
39	Manhole, 48", w/ Externally Sealed Joints	EA	6	\$	2,250.00	\$	13,500	100	\$	÷
40	Cleanout (8")	EA	1	\$	375.00	\$	375	100	\$	₹
41	Cleanout (6") @ Lateral	EA	18	\$	275.00	\$	4,950	100	\$	•==
42	Comb. Curb Inlet	ĒΑ	4	\$	1,750.00	\$	7,000	100	\$	=
43	Curb Inlet	EA	1	\$	1,500.00	\$	1,500	100	\$	-
44	12" Nyloplast Area Drain	EA	5	\$	750.00	\$	3,750	100	\$	€.
45	Ditch Inlet G-2	EA	4	\$	1,750.00	\$	7,000	100	\$	149
46	Storm Facility - Fine Grade/Topsoil	LS	1	\$	10,000.00	\$	10,000	100	\$	17 €
47	Gravel for Access	TN	130	\$	16.00	\$	2,080	100	\$	÷.
48	Asphalt for Access	TN	20	\$	80.00	\$	1,600	100	\$	=
51	Chain Link Fence and Gate	LF	715.00	\$	15.00	\$	10,725	0	\$	10,725
52	Wet Pond Planting	LS	1	\$	12,000.00	\$	12,000	0	\$	12,000
53	Structures	LS	1	\$	8,000.00	\$.	8,000	100	\$	· ·
					Total	\$	329,865		\$	22,725
A-4	SANITARY SEWER				**************************************					11 Mars
54	Connect To Existing 48" Manhole (Maintain Existing 2" Pressure Main	i LS LF	1 1	\$	1,200.00		1,200	100	\$. 44*
55	8" PVC 3034 w/ Granular Backfill		3,925	\$	42.00	\$	164,850	100	\$	-11
56	6" PVC 3034 w/ Granular Backfill, Lateral	LF LF	1,260 40	\$	30.00	\$	37,800	100	\$	<u>≒</u> ±-
57	6" PVC 3034 w/ Granular Backfill, Lateral (Phase 1B)	LF		\$	30.00	\$	1,200	100	\$	-
58	6" PVC 3034 w/ Granular Backfill, Lateral (Phase 1D)		225	\$	30.00	\$	6,750	100	\$	~
59	Manhole, 48"	EA	25	\$	2,800.00	\$	70,000	100	\$	-
60	Cleanout (8")	EA	6	\$	410.00	\$	2,460	100	\$	4
61	Cleanout (4") @ Lateral	EA	58	\$	335.00	\$	19,430	100	\$	÷
62	Cleanout (4") @ Lateral (Phase 1B)	EA	2	\$	335.00	\$	670	100	\$	7
63	Cleanout (4") @ Lateral (Phase 1D)	EA	10	\$	335.00	\$	3,350	100	\$	-
64	1½"- Crushed Rock (Patch)	TN	395	\$	16.00	\$	6,320	100	\$	Tir
65	Asphaltic Concrete Class 1/2" 64-22 HMA (Patch)	TN	115	\$	80.00	\$	9,200	100	\$	7
66	Septic Tank (2) Complete	LS	1	\$	50,000.00	\$	50,000.00	100	\$	
					Total	\$	373,230.00		\$;

	WATER	Unit	Ounath		Unit		Total	Percent		maining
A-5	WATER	Of Measure	Quantity		Price		Price	Complete		Price
67	Connect To Existing 10" PVC C-900 (Golf Course Main) Install 10" 90° Bend w/ Restrained Joints	EA	1	\$	1,500.00	\$	1,500	100	\$	-
68	18" D.I.P. w/ Granular Backfill	LF	1,495	\$	100.00	\$	149,500	100	\$	-
69	10" D.I.P. w/ Granular Backfill	LF	50	\$	50.00	\$	2,500	100	\$	-
70	8" D.I.P. w/ Granular Backfill	LF	2,350	\$	40.00	\$	94,000	100	\$	=
71	2" Standard Blow Off Assembly	EA	8	\$	1,260.00	\$	10,080	100	\$	**
72	6" Fire Hydrant Assembly, w/ 18" x 6" Tee	ΈA	2	\$	5,500.00	\$	11,000	100	\$	
73	6" Fire Hydrant Assembly, w/ 8" x 6" Tee	EA	3	\$	3,700.00	\$	11,100	100	\$	÷
74	1" Water Service Assembly	EA	58	\$	650.00	\$	37,700	100	\$	
75	2" Water Service Assembly (Irrigation)	EA	1	\$	2,800.00	\$	2,800	100	\$	<u>.</u>
					Total	\$	320,180		\$	-
A-6	STRIPING & SIGNAGE									
76	Signage and Striping	LS	1	\$	42,500.00	\$	42,500	0	\$	42,500
77	Barricade Type III	EA	6	\$	1,500.00	\$	9,000	0	\$	9,000
	•				Total	\$	51,500		\$	51,500
		Unit			Unīt		Total	Percent	Re	maining
A-7	LANDSCAPING	Of Measure	Quantity		Price		Price	Complete		Price
78	Landscaping	SF	15,000	\$	3.00	\$	45,000	0	\$	45,000
	• •				Total	\$	45,000		\$	45,000
A-8	FRANCHISE UTILITY				s es se		4 mg Mar 40 8440 m		- 1	
79	Crossing (Power, Cable. Phone, Gas)	EA	35	\$	1,000.00	\$	35,000	100	\$	٠ بنه
80	Dry Utilities (Per / Lot)	EA	58	\$	1,500.00	\$	87,000	50	\$	43,500
81	Street Lights (150 LF +/- Spacing)	EA	20	\$	2,500.00	\$	50,000	0	<u>\$</u>	50,000
					Total	\$	122,000		\$	43,500
	Phase 1 A & B Onsite Construction Costs			garjere (* 1700) Pangari (* 1700)	int art, objeto i tolij gebijb Storen i trijovini gabijb	.:\$::	2,202,714.00	energia en la compaña En la compaña de la compaña	S 3	13,686,50

		FRONTAGE - NE INGLE ROAD	

Item#	Description	Unit			Unit		Total	Percent		maining
B-1	SITEWORK	Of Measure	Quantity	· · · · · · · · · · · · · · · · · · ·	Price		Price	Complete		Price
1	Sawcut - NE Ingle Rd	LF	930	\$	1.50		1,395	100	\$	#
2	AC Removal - NE Ingle Rd	SF	8,265	\$	0.50		4,133	100	\$	2
3	Mass Grading - NE Ingle Rd	CY	465	\$		\$	1,395	100	\$	÷
4	Finish Grade	SF	12,735	\$		\$	1,274	100	\$	ės,
5	1½"- Crushed Rock	TN	835	\$		\$	13,360	100	\$	•
6	Asphalt Concrete Class 1/2* 64-22 HMA	TN	245	\$	00.08	\$	19,600	100	\$	=
7	Grind West side	SF	15,600	\$	0.75	\$	11,700	0	\$	11,700
8	Overlay West Side	TN	300	\$	80.00	\$	24,000	0	\$	24,000
9	Curb & Gutter	LF	805	\$		\$	7,245	100	\$	**
10	Sidewalk	SF	4,330	\$	3.75	\$	16,238	0	\$	16,238
11	Pedestrian Ramp	SF	1,165	\$	3.75	\$	4,369	0	\$	4,369
12	Detectable Warning Surface	SF	64	\$	25.00	\$	1,600	0	\$	1,600
13	Driveway Approach	SF	80	\$	4.00	\$	320	0	\$	320
14	Traffic Control	LS	1	\$	2,500.00	<u>\$</u> .	2,500	90	\$	250
					Total	\$	109,127		\$	58,476
B-2	STORM									
15	10" CPP w/ Granular Backfill (MH - CCI)	LF	142	\$	35.00	\$	4,970	100	\$, <u></u>
16	Comb. Curb Inlet, Type 1	EA	2	\$	1,750.00	\$	3,500	100	\$	-
					Total	\$	8,470		\$	
B-3	SANITARY SEWER									
17	10 " PVC 3034 w/ Granular Backfill	LF	850	\$	50.00	\$	42,500	100	\$	
18	8" PVC 3034 w/ Granular Backfill	LF	80	\$	42.00	\$	3,360	100	\$	
19	Manhole, 48"	EA.	4	\$	2,800.00	\$	11,200	100	\$	÷
20	Cleanout (8")	EA	1	\$	410.00	\$	410	100	\$	
20	Clearout (6)			Ψ	Total	+	57,470	100	\$	<u>_</u>
					10ear	Ψ	01,410		Ψ	
B-4	WATER		***************************************		Whiteholder	*****				
21	12" D.I.P. w/ Granular Backfill	LF	480	\$	70.00	\$	33,600	100	\$	7
					Total	\$	33,600		\$	2
B-5	STRIPING & SIGNAGE,									
22	Signage and Striping	ĽS	1	\$	2,500:00	S	差500	0	\$	2,500
	4			•	Total		2,500		\$	2,500

		Unit			nit	Total	Percent	Rema	~		
B-6	LANDSCAPING,	Of Measure	Quantity	Pr	rente :		Price Price Comple		Complete	te Price	
23	Landscaping	SF	800	Ş	3.00 <u>\$</u>	2;400	0	\$	2,400		
					Total \$	2,400		\$	2,400		
		Tarrest Manager Control Service Services	- a sassimumana				restern er om its .				
	Frontage - NE Ingle Road Construction Co			ا المائيز فين سيتي سوج	\$ 5	213,567		5	63,376		

C WATER/SANITARY/STORM IN NEINGLE ROAD

(Phase	1	A to C	റ്റ	{niwh

	(Friase I A to Goodwin)									
ltem#		Unit			Unit		Total	Percent	Rer	maining
C-1	STORM	Of Measure	Quantity	ation to the	Price		Price	Complete		Price
1	72" Flow Control Manhole, Type 3 (Tract "A")	EA	1	\$	9,500.00	\$	9,500	100	\$	·4
2	24" CPP w/ Granular Backfill (Tract "A")	LF	124	\$	70.00	\$	8,680	100	\$	<u> </u>
3	12" CPP w/ Granular Backfill (Tract "A"	LF	85	\$	40.00	\$	3,400	100	\$	-
4	42" CPP w/ Granular Backfill w/ Hand Placed Rip-Rap	LF	100	\$	120.00	\$	12,000	100	\$	-
5	36" CPP w/ Granular Backfill	LF	1,320	\$	90.00	\$	118,800	100	\$	÷
6	30" CPP w/ Granular Backfill	LF	320	\$	80,00	\$	25,600	100	\$	15
7	18" CPP w/ Granular Backfill	LF	35	\$	60.00	\$	2,100	100	\$	₩.
8	12" CPP w/ Granular Backfill	LF	25	\$	40.00	\$	1,000	100	\$	#
9	Manhole, 60", Type 3 w/ Externally Sealed Joints	EA	4	\$	3,500.00	\$	14,000	100	\$	4
10	Install Manhole 96" Type 3 w/ 2 - 30" CPP Culverts (In) & 1 - 42" CPP	í EA	1	\$	7,500.00	\$	7,500	100	\$	-
11	Install Manhole 72" Type 3 Over Existing 2 - 12" CPP Culverts	EA	1	\$	6,000.00	\$	6,000	100	\$	-
12	Install Manhole 60" Type 3 Over Existing 12" CPP Culverts	EA	2	\$	4,500.00	\$	9,000	100	\$	-
13	Cleanout (8")	EA	1	\$	375.00	\$	375	100	\$	*
14	Remove Existing Storm at Intersection	LS	1	\$	3,000.00	\$	3,000	100	\$	-
15	1½"- Crushed Rock (Patch)	TN	915	\$	16.00	\$	14,640	100	\$	*
16	-Asphalt Concrete Class ½" 64-22 HMA (Patch)	TN	270	\$	80.00	\$	21,600	100	\$	=,
					Total	\$	257,195		\$	
C-2	SANITARY SEWER						_			
17	10 " PVC 3034 w/ Granular Backfill	ļF	1,645	. \$	50.00	\$	82,250	100	\$	-
18	8" PVC 3034 w/ Granular Backfill	ĹF	160	\$	42.00	S	6,720	100	\$	- ,
19	Manhole, 48°	EA	5	\$	2,800.00	\$	14,000	100	\$	-4
20	Manhole, 60"	EA	5	\$	6,000.00	\$	30,000	100	\$	÷
21	Cleanout (8")	EA	3	\$	410.00	S	1,230	100	\$	¥
22	1½"- Crushed Rock (0.92') (Patch)	TN	640	\$	16.00	S	10,240	100	\$	44
23	Asphaltic Concrete (0.25') Class ½" 64-22 HMA (Patch)	TN	190	\$	80.08	S	15,200	100	\$	*
	, , , , , , , , , , , , , , , , , , , ,				Total	\$	159,640		\$	÷

		Unit		Unit		Total		Percent	Remaining	
C-3	WATER	Of Measure	Quantity		Price		Price	Complete		Price
24	Connect To Existing 8" Main (Remove Existing Blow Off)	EA	1	\$	775.00	Ş	775	100	\$	_
25	18" D.LP. w/ Granular Backfill	LF	105	\$	100.00	\$	10,500	100	\$	-
26	12" D.L.P. w/ Granular Backfill	ĿF	1,665	\$	70.00	\$	116,550	100	\$	*
27	8" D.I.P. w/ Granular Backfill	LF	20	\$	40.00	\$	800	100	\$	-
28	2" Standard Blow Off Assembly	EA	3	\$	1,300.00	\$	3,900	10Ö	\$	=
29	1%"- Crushed Rock (Patch)	TN:	655	\$	16.00	\$	10,480	100	\$	4
30	Asphalt Concrete Class 1/2" 64-22 HMA (Patch)	TN	190	\$	00.08	\$.	15,200	100	<u>\$</u>	44
					Total	\$	158,205		\$.#
Ć-4	STREET		no manada.			****	T SUPPLIES OF THE PROPERTY OF THE PARTY OF T			Addicate
1	Street Preparation and Overlay	TN	900	\$	120.00	\$	108,000	0	\$	108,000
2	Traffic Control	LS	1	\$	5,000.00	\$	5,000	٥	\$	5,000
						\$	113,000		\$	113,000
	Water/Sanitary/Storm in Ingle Road Construction Costs	8. 3 06.86.76		in Francisco	THE POST OF HIS	\$	575,040		15	113,000
	(Phase 1 A to Goodwin)	ngararaga, t man 1,000	removed the party of the state				The second secon	Parameter Confidential		al .

D:	OFFSITE UTILITIES IN GOODWIN ROAD									
Item#		Unit			Unit		Total	Percent	Re	emaining
D-1	SANITARY	Of Measure	Quantity		Price		Price	Complete		Price
1	12 " PVC 3034 w/ Granular Backfill	LF	**433	\$	75.00	\$	32,475	0	\$	32,475
2	18" PVC 3034 w/ Granular Backfill	LF	25	\$	125.00	\$	3,125	0	\$	3,125
3	Manhole, 48", Type 1, w/ Spray Lined	EA	2	\$	4,000.00	\$	8,000	0	\$	8,000
					Total	\$	43,600		\$	43,600
D-2	WATER									
4	Connect To Existing 12" Main	LS	1	:\$	900.00	\$	900	0	Ş	900
5	12" D.I.P. CL 52 w/ Granular Backfill	LF	20	\$	75.00	\$	1,500	0	\$	1,500
6	12" D.I.P. CL 52 (Bridge Crossing)	LF	105	\$	300.00	\$	31,500	0	\$	31,500
7	2" Air / Vacuum Release Valve Assembly	EA	1	3	2,500.00	\$	2,500	0	\$	2,500
8	12" D.I.P. CL 52 w/ Granular Backfill	LF	1,000	\$	75.00	S	75,000	0	\$	75,000
9	Water Service w/ DCVA @ Pump Station (1½")	EA	1	S	2,750.00	\$	2,750	0	\$	2,750
10	Abandoned Existing 8" D.I.P. & Fittings (Per City's Requirements)	LF	1,100	Ş	15.00	\$.	16,500	0	<u>\$</u>	16,500
					Total	\$	130,650		\$	130,650

		Unit		Unit	Total	Percent	Re	emaining
D-3	FORCE MAIN	Of Measure	Quantity	 Price	 Price	Complete		Price
11	Connect To Existing 6" S.T.E.P. Force Main	LS	1	\$ 1,000.00	\$ 1,000	0	\$	1,000
12	6" D2241 PVC PC 200 w/ Granular Backfill	LF	1,530	\$ 45.00	\$ 68,850	0	\$	68,850
13	6" D.I.P. CL 52 (Bridge Crossing)	LF	95	\$ 225.00	\$ 21,375	0	\$	21,375
14	2" Air / Vacuum Release Valve Assembly	EA	1	\$ 2,500.00	\$ 2,500	0	\$	2,500
15	2" S.T.E.P. Sewer Service	EA	1	\$ 2,500.00	\$ 2,500	0	\$	2,500
				Total	\$ 96,225		\$	96,225
D-4	FORCE MAIN ROAD RESTORATION							
16	Sawcut	LF	1,600	\$ 2.00	\$ 3,200	0	\$	3,200
17	Remove AC	SF	4,600	\$ 0.75	\$ 3,450	0	\$	3,450
18	1%"- Crushed Rock (Patch)	TN	370	\$ 16.00	\$ 5,920	0	\$	5,920
19	Asphalt Concrete Class ½" 64-22 HMA (Patch)	ŦN	200	\$ 80.00	\$ 16,000	0	\$	16,000
20	Asphalt Concrete Class ½" 64-22 HMA (Patch)	SF	6,500	\$ 1.00	\$ 6,500	0	\$	6,500
				Total	\$ 35,070		\$	35.070

K.E.	LEFT TURN LANE. GOODWIN RD / INGLE RD.								
Item#	and the second of the second o	Unit			Unît	Total	Percent	Re	maining
E-1	DEMOLITION	Of Measure	Quantity		Price	 Price	Complete		Price
1	Sawcut	LF	1,200	\$	2	\$ 2,400	0	S	2,400
2	AC Removal (Exist'g Edge Road)	SF	1,200	\$	1	\$ 900	0	\$	900
3	Relocate Exist'g Signs	EA	4	\$	125	\$ 500	0	\$	500
					Total	\$ 3,800		\$	3,800
E-2	EROSION CONTROL	about Podegood	* distanta manutation	au' l					
4	Silt Fence	LF	1,200	\$	2	\$ 2,700	0	\$	2,700
5	Hydroseed & Mulch Right - Of - Way	SF	9,800	\$	0	\$ 2,940	0	\$	2,940
6	Erosion Control Maintenance	LS	1	\$	1,700	\$ 1,700	0	\$	1,700
					Total	\$ 7,340		\$	7,340
E-3	ROADWORK	William				 Manager of the same	****		
7	Mass Grading & Haul Off	CY	350	\$	10	\$ 3,500	. 0	\$	3,500
8	Finish Grade	SF	6,710	\$	0	\$ 2,013	0	\$	2,013
9	Geotextile Fabric	SY	805	\$	2	\$ 1,489	0	\$	1,489
10	1%"- Crushed Rock (0.92')	TN	440	\$	20	\$ 8,800	0	\$	8,800
11	Asphalt Concrete (0.25') Class 1/2" 64-22 HMA	TN	130	\$	135	\$ 17,550	0	\$	17,550
12.	Traffic Control	LS	1	\$	7,500	\$ 7_500	O·	\$	7,500
					Total	\$ 40,852		\$	40,852

		Unit		Unit		Total	Percent	R	emaining
E-4	STORM	Of Measure	Quantity	 Price		Price	Complete		Price
13	Regrade Roadside Ditch	LF	750	\$ 4	\$	2,625	0	\$	2,625
14	Traffic Control	LS	1	\$ 1,500	\$	1,500	0	\$	1,500
				Total	\$	4,125		\$	4,125
E-5	WATER	dect. Sectors and addensed the		 MA Fre Proposess 14					en e
15	Adjust Blow-Off & Valve Lids To Grade	ΕA	1	\$ 250	\$	250	Ö	\$	250
				Total	\$	250		\$	250
E-6	STRIPING & SIGNAGE			 	_0.000000000000000000000000000000000000	1 1 6 1 de 1 de		au Paranta.	
16	Solid Double Yellow Line	LF	140	\$ 1	\$	140	O	\$	140
17	Solid White Line (Fog & Lane Lines)	LF	2,100	\$ 1	\$	1,050	0	\$	1,050
18	Turn Arrów	ÆΑ	4	\$ 350	\$	1,400	0	S	1,400
19	White Thermoplastic Stop Bar	EA	1	\$ 660	\$	660	0	\$	660
	Traffic Control	LS	1	\$ 2,000	\$	2,000	0	\$	2,000
20				Total		5,250		\$	5,250

F PRESSURE MAIN MODIFICATIONS AT CAMAS MEADOWS

Item#		Unit		Unit		Total	Percent	R	emaining
-1	FORCE MAIN	Of Measure	"Quantity	 Price		Price	Complete		Price
1	Connect To Existing 10" S.T.E.P. Force Main (Tee & Valves)	LS	1	\$ 5,000.00	\$.	5,000	0	\$	5,000
2	8" D2241 PVC PC 200 w/ Granular Backfill	LF	380	\$ 55.00	\$	20,900	0	\$	20,900
3	Connect To Existing Wet Well	-is	1	\$ 1,000.00	\$	1,000	0	\$	1,000
	•			Total	\$	26,900		\$	26,900
F-2	STREET/PARKING RESTORATION	Managada Managada pangan a spenda a sa		 					
4	Sawcut	LF	550	\$ 2.00	\$	1,100	0	\$	1,100
5	Remove AC - Street	SF	100	\$ 0.75	\$	75	0	\$	75
6	Remove Driveway Aproach & Sidewalk	SF	150	\$ 2.30	\$	345	0	\$	345
7	Remove AC - Parking	SF	1,740	\$ 0.75	\$	1,305	0	\$	1,305
8	Remove Curb - Parking	LF	130	\$ 1.30	\$	169	0	\$	169
9	1½"- Crushed Rock (Patch)	TN	95	\$ 16.00	\$	1,520	0	\$	1,520
10	Asphalt Concrete Class 1/2" 64-22 HMA (Patch)	TN	40	\$ 80.00	\$	3,200	0	\$	3,200
11	Driveway Aproach & Sidewalk	ŚF	150	\$ 4.00	\$	600	0	\$	600
12	Vertical Curb - Parking	LF	130	\$ 10.00	\$	1,300	0	\$	1,300
				Total	\$	9,614		\$	9,614
	Pressure Main Modification at Camas Meadows Construction	Cost	A: #7 #344	rir artic	15	36,514	1. 1. 4.	İS	36(51)

G	GOODWIN ROAD PUMP STATION							
Item #	The second secon	Unit		Unit	Total	Percent	R	emaining
G-1	PUMP STATION	Of Measure	Quantity	 Price	Price	Complete		Price
1	Erosion Control	LS	1	\$ 10,000.00	\$ 10,000	Ö	\$	10,000
2	Excavation/Grading/Earthwork	LS	1	\$ 20,000.00	\$ 20,000	٥	\$	20,000
3	Dewatering (Water -10')	LS	1	\$ 15,000.00	\$ 15,000	0	\$	15,000
4	Granular Backfill	TN	1,100	\$ 17.00	\$ 18,700	0	\$	18,700
5	Shoring	LS	1	\$ 20,000.00	\$ 20,000	0	\$	20,000
6	Control Panel/Electrical System	LS	1	\$ 200,000.00	\$ 200,000	0	\$	200,000
7	Odor Control	LS	1	\$ 15,000.00	\$ 15,000	0	\$	15,000
8	Generator -	LS	1	\$ 40,000.00	\$ 40,000	0	\$	40,000
9	Wet Well Vault Plumbing	LS	1	\$ 250,000.00	\$ 250,000	0	\$	250,000
10	Control Panel Structure and foundation	LS	1	\$ 30,000.00	\$ 30,000	0	\$	30,000
				Total	618,700		\$	618,700

T. A.	PHASE 1-D								
Item#		Unīt			Unît	Total	Percent	R	emaining
H-1	SITEWORK	Of Measure	Quantity		Price	 Price	Complete		Price
1	Finish Grade	SF	28,400	\$	0.10	\$ 2,840	0	\$	2,840
2	1%"- Crushed Rock (0.92')	TN	1,860	\$	16.00	\$ 29,760	80	\$	5,952
3	Asphalt Concrete (0.25') Class 1/2" 64-22 HMA	TN	545	\$	80.00	\$ 43,600	0	\$	43,600
4	Curb & Gutter	LF	1,310	\$	9.00	\$ 11,790	100	\$	÷ 4-
5	Sidewalk	SF	2,595	\$	3.75	\$ 9,731	0	\$	9,731
6	Pedestrian Ramp	SF	1,820	\$	3.75	\$ 6,825	0	\$	6,825
7	Curb @ Pedestrian Ramp	LF	30	\$	10.00	\$ 300	0	\$	300
8	Detectable Warning Surface	SF	64	\$	25.00	\$ 1,600	0	\$	1,600
9	Driveway Approach	SF	665	\$	4.00	\$ 2,660	0	\$	_2,660
					Total	\$ 109,106		\$	73,508
H-2	STORM	1	عين هيايي	,	· · · · · · · · · · · · · · · · · · ·	 			
10	12" CPP w/ Granular Backfill	LF	905	S	40.00	\$ 36,200	100	\$	±.
11	10" CPP w/ Granular Backfill (MH - CCI)	LF	190	\$	35.00	\$ 6,650	100	\$	#
12	6" CPP w/ Granular Backfill, Lateral	LF	210	\$	28,00	\$. 5,880	100	\$	∸ .
12	Manhole, 48", Type 1 w/ Externally Sealed Joints	EA	9	S	2,250.00	\$ 20,250	100	\$	롸
13	Comb. Curb Inlet, Type 1, w/ 10" Zymark	EA	10	S	1,750.00	\$ 17,500	100	\$	
14	Cleanout (8")	EA	2	\$	375.00	\$ 750	100	\$	~
15	Catch Basin, Type 1, w/ 12" Zymark	EA	2	\$	1,500.00	\$ 3,000	100	. \$	
					Total	\$ 86,480		\$	# #*

		Unit			Unit		Total	Percent	Ren	naining
H-3	SANITARY SEWER	Of Measure	Quantity		Price		Price	Complete	F	rice
16	8" PVC 3034 w/ Granular Backfill	LF	415	\$	42.00	\$	17,430	100	CS.	٤
17	6" PVC 3034 w/ Granular Backfill, Lateral	LF	235	\$	30.00	\$	7,050	100	\$	÷
18	Manhole, 48", Type 1, w/ Spray Lined	EA	3	\$	2,800.00	\$	8,400	100	\$	-
19	Cleanout (8")	EA	1	\$	410.00	\$	410	100	\$	*
20	Cleanout (6") @ Lateral	EA	21	\$	335.00	\$	7,035	100	\$	
					Total '	\$	40,325	•	\$	-
H-4	WATER	Paris the second								
21	8" D.I.P. w/ Granular Backfill	LF	1,240	\$	40.00	\$	49,600	100	\$	*
22	2" Standard Blow Off Assembly	EA	3	\$	1,260.00	\$	3,780	100	\$	
23	6" Fire Hydrant Assembly, w/ 8" x 6" Tee	EA	2	\$	3,700.00	\$	7,400	100	\$	
24	1" Water Service	EA	21	\$	650.00	\$	13,650	100	\$. خنب
					Total	\$	74,430		\$	÷
H-5	STRIPING & SIGNAGE		* * * * * * * * * * * * * * * * * * *	A272				* · · *,		
25	Signage and Striping	LS	1	*\$	3,400.00	\$	3,400	0	\$	3,400
26	Barricade Type III	EA	به Ž	\$	1,500.00	\$	3,000	. 0	\$.	3,000
					Total	\$	6,400	•	\$	6,400
H-6	LANDSCAPING			da anno						
27	Right - Of - Way / Median	SF	325	Ş	3.00	\$	975	0	\$	975
					Total	\$	975		\$	975
H-7	FRANCHISE UTILITY			11-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-						* * * * ***
28	Crossing (Power, Cable, Phone, Gas)	ËΆ	6	\$	1,000.00	S	6,000	100	\$	
29	Dry Utilities (Per / Lot)	EA	21	\$	1,500.00	\$	31,500	50	\$	15,750
30	Street lighting (150 LF +/- Spacing)	EA	4	\$	2,500.00	\$.	10,000	0	\$	10,000
					Total	\$	47,500		\$	25,750
	Phase 1 D Onsite Construction Costs			Aleki V		\$	365,216	Artikaras	.	106,633

Î.	PHASE 1 E	1								
Item#		Unit			Unit		Total	Percent	Re	maining
1-1	SITEWORK	Of Measure	Quantity		Price		. Price	Complete	andattis attist for	Price
1	Finish Grade	SF	33,500	\$	0.10	\$	3,350	70	\$	1,005
2	1%"- Crushed Rock (0.92')	TN	2,355	\$	16.00	\$	37,680	80	\$	7,536
3	Asphalt Concrete (0.25') Class 1/2" 64-22 HMA	TN	630	\$	80.00	\$	50,400	0	\$	50,400
4	Curb & Gutter	LF	2,045	\$	9.00	\$	18,405	0	\$	18,405
5	Sidewalk	SF	585	\$	3.75		2,194	0	\$	2,194
6	Pedestrian Ramp	SF	775	\$	3.75	\$	2,906	0	\$	2,906
7	Curb @ Pedestrian Ramp	LF	25	\$	10.00	\$	250	0	\$	250
8	Detectable Warning Surface	SF	34	\$	25.00	\$	850	0	\$	850
9	Driveway Approach	SF	220	\$	4.00	\$	880_	0	\$	880
					Total	\$	116,915		\$	84,426
1-2	STORM		and an area of the							
10	12" CPP w/ Granular Backfill	LF	1,165	\$	40.00	\$	46,600	100	\$	· -
11	10" CPP w/ Granular Backfill	LF	165	\$	35.00	\$	5,775	100	S	_
12	6" CPP w/ Granular Backfill, Lateral	LF	920	\$	28.00	\$	25,760	100	(A) (A) (A)	-24
13	Manhole, 48", Type 1 w/ Externally Sealed Joints	EA	9	\$	2,250.00	\$	20,250	100	\$	4
14	Cleanout (8")	EA .	4	\$	375.00	\$	1,500	100	\$.*.
15	Comb. Curb Inlet, Type 1, w/ 10" Zymark	EA	8	\$	1,750.00	\$	14,000	100	\$	4
16	Catch Basin, Type 1, w/ 12" Zymark	EA	1	\$	1,500.00	\$	1,500	100	S	. 75
				·	Total	\$	113,885		\$	÷
I-3	SANITARY SEWER									
17	8" PVC 3034 w/ Granular Backfili	LF	1,115	\$	42.00	\$	46,830	100	\$	
18	6" PVC 3034 w/ Granular Backfill, Lateral	LF	800	\$	30.00	\$	24,000	100	\$	_
19	Manhole, 48", Type 1, w/ Spray Lined	EA	9	\$	2,800.00	\$	25,200	100	\$	न्द
20	Cleanout (8")	EA	2	\$	410.00	\$	820	100	\$	=
21	Cleanout (6") @ Lateral	EA	28	\$	335.00	\$.	9,380	100	\$	÷.
	,,,				Total	\$	106,230		\$	÷
1-4	WATER				arania de la companya	•	a company of the control of the cont	and the second		
22	8" D.I.P. w/ Granular Backfill	LF	1,885	\$	40.00	\$	75,400	100	\$	*
23	2" Standard Blow Off Assembly	EA	2	\$	1,260.00	\$	2,520	100	\$.**
24	6" Fire Hydrant Assembly, w/ 8" x 6" Tee	EA	1	\$	3,700.00	\$	3,700	100	\$	2 .
25	1" Water Service	EA	28	\$	650.00	.\$	18,200	100	\$.

I-5	STRIPING & SIGNAGE	Unit Of Measure	Quantity		Unit Price	Total Price	Percent Complete		maining Price
26	Signage and Striping	LS	1	\$	1,600.00	\$ 1,600	0	\$	1,600
27	Barricade Type III	ΈA	1	\$	1,500.00	\$ 1,500	0	\$	1,500
	<i></i>				Total	\$ 3,100		\$	3,100
1-6	LANDSCAPING								·
28	Right - Of - Way	SF	515	\$	3.00	\$ 1.545	0	\$	1,545
					Total	\$ 1,545		\$	1,545
1-7	FRANCHISE UTILITY		artine to the last meeting 22						
29	Crossing (Power, Cable, Phone, Gas)	EA	8	\$	1,000.00	\$ 8,000	100	\$	٠
30	Dry Utilifies (Per / Lot)	EA	28	\$	1,500.00	\$ 42,000	0	\$	42,000
31	Street lighting (150 LF +/- Spacing)	EA	5	\$	2,500.00	\$ 12,500	0	\$	12,500
					Total	\$ 62,500		\$	54,500
			etate material to						
	Phase 1E Onsite Construction Costs			estation is	The algorithms of the second	\$ 503,995	ne all lives and a live of	Ş.:	143,571.1

Cost to Complete all work associated with Green Mountain PURD Phase 1A, B, C & D.

A	Phase 1 A & B Onsite Construction Costs	\$313,687
В	Frontage - NE Ingle Road Construction Costs	\$63,376
С	Water/Sanitary/Storm in Ingle Road Construction Costs	\$113,000
D	Offsite Utilites in Goodwin Road Construction Costs	\$305,545
E	Left Turn Lane at Goodwin Rd and Ingle Rd Construction Costs	\$61,617
F	Pressure Main Modification at Camas Meadows Construction Cost	\$36,514
G	Goodwin Road Pump Station	\$618,700
Н	Phase D	\$106,633
1	Phase E	\$143,571

fork Required for Phases 1A and B	



EXHIBIT C SAMPLE BOND FORM

* NOTE: THIS WORDING MUST BE ON THE BOND!

BONDING COMPANY NAME AND TITLE BLOCK

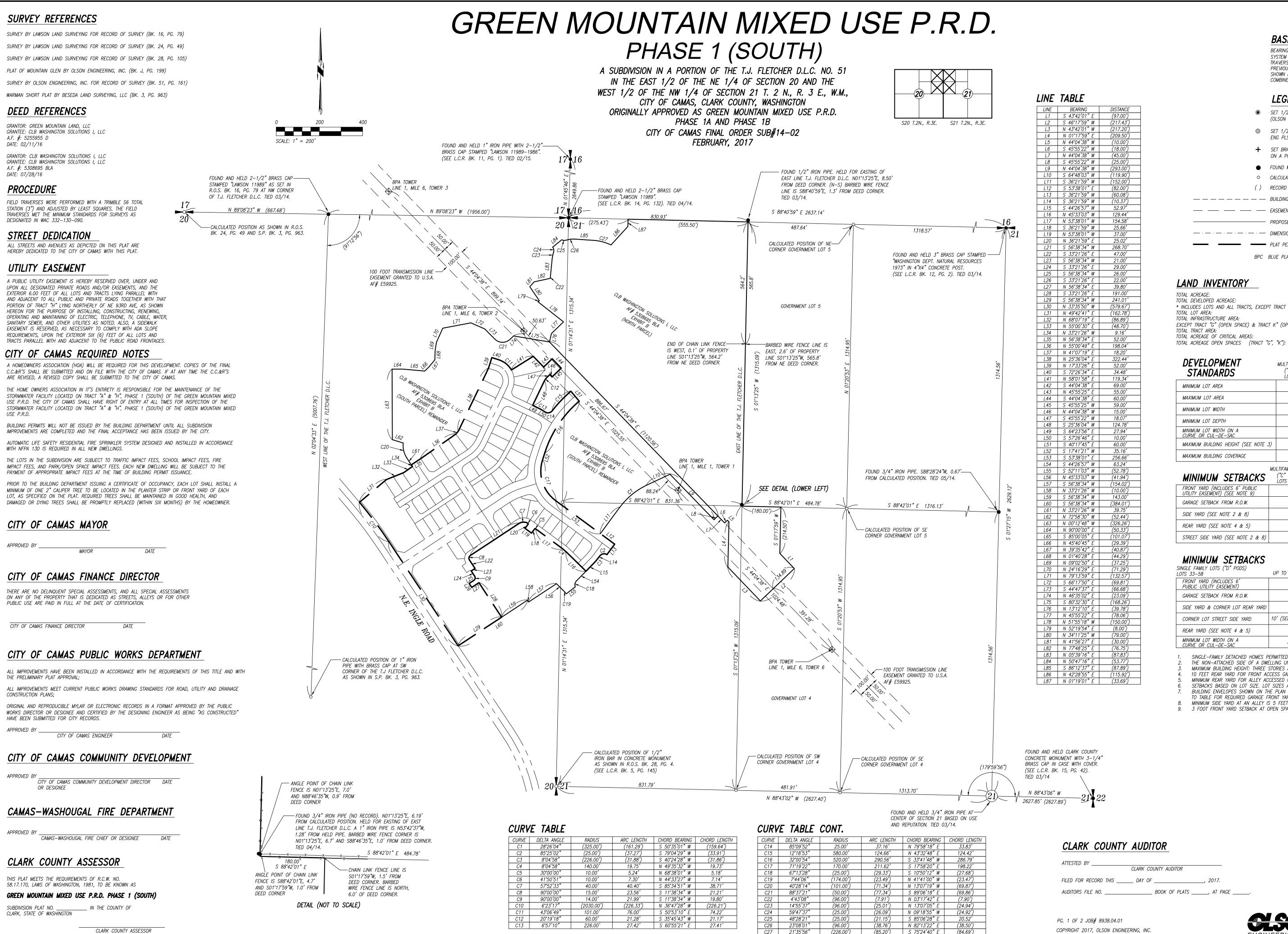
BOND NO
SURETY BOND
KNOW ALL BY THESE PRESENTS:
That we,
as Principal(s), and
corporation authorized to transact surety business in the State of Washington Surety, are held and firmly bound unto * The City of Camas, Washington
, as Obligee, in the penal sum of
(\$1,850,775,00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, *The Principal is required to post financial security per CMC 17.21.040 (A1 A9) of the Camas Municipal Code for completion of site

improvements associated with the Green Mountain Mixed Use, PRD, Phases 1A, 1B, 1D & 1E, City file No. SUB14-02 & MINMOD16-13.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal(s) shall comply with all applicable

Ordinances, Rules and Regulations, and any Amendments thereto, then this obligation shall be void, otherwise to remain in full force and effect.

	PROVIDED, HOWEVER, * Tuntil:	That this bond shall continue in force			
	* Project is deemed complete by the City of Camas.				
	Cancelled by Surety givingObligee and Principal of its int	days written notice to tention to terminate its liability hereunder.			
SIGN	ED AND SEALED this	day of			
Ву	, Princip COMPA				
Ву	, Attorne	y-in-Fact			



CLARK COUNTY ASSESSOR

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WASHINGTON STATE COORDINATE SYSTEM (SOUTH ZONE - 4602) U.S. SURVEY FEET, BASED ON TRAVERSÈS BY OLSON ENGINEÉRING, INC. PERFORMED DURING PREVIOUS SURVEY RECORDED IN BK. 51, PG. 161. DISTANCES SHOWN HEREON ARE GROUND AND HAVE BEEN SCALED BY A COMBINED GRID TO GROUND SCALE FACTOR OF 0.999982076.

LEGEND

- SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED (OLSON ENG PLS 42667) DURING THIS SURVEY
- © SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED (OLSON ENG PLS 42667) TO BE SET AFTER RECORDING OF THIS PLAT
- + SET BRASS SCREW WITH WASHER STAMPED (OLSON ENG PLS 42667) IN CURB ON A PROJECTION OF THE LOT LINE (DISTANCE ALONG PROJECTION SHOWN)

0.08 AC.

35'

45%

- FOUND MONUMENT AS NOTED
- CALCULATED POSITION (NOTHING SET)
- () RECORD DISTANCE / ANGLE
- — — — BUILDING SETBACK LINES
- ---- EASEMENT LINE AS NOTED
 - PROPOSED LOT LINES
- · · · · · DIMENSIONAL TIE LINE (NOT A LINE OF OWNERSHIP)

BPC BLUE PLASTIC CAP

LAND INVENTORY

TOTAL DEVELOPED ACREAGE: 14.53 AC. * INCLUDES LOTS AND ALL TRACTS, EXCEPT TRACT "G" (OPEN SPACE) & TRACT K" (OPEN SPACE) TOTAL INFRASTRUCTURE AREA: 8.70 AC. EXCEPT TRACT "G" (OPEN SPACE) & TRACT K" (OPEN SPACE) TOTAL TRACT AREA: TOTAL ACREAGE OF CRITICAL AREAS: 0.00 AC.

DEVELOPMENT

MULTIFAMILY LOTS SINGLE FAMILY LOTS STANDARDS MINIMUM LOT AREA 3000 S.F. 3500 S.F. 7600 S.F. MAXIMUM LOT AREA 40' MINIMUM LOT WIDTH 70' *80'* MINIMUM LOT DEPTH MINIMUM LOT WIDTH ON A (SEE BELOW) CURVE OR CUL-DE-SAC

55%

MULTIFAMILY LOTS MINIMIM SETRACKS ("C" PODS)

MINIMUM SLIDACKS	LOTS 1-32
FRONT YARD (INCLUDES 6' PUBLIC UTILITY EASEMENT) (SEE NOTE 9)	10'
GARAGE SETBACK FROM R.O.W.	18'
SIDE YARD (SEE NOTE 2 & 8)	3'
REAR YARD (SEE NOTE 4 & 5)	10'
STREET SIDE YARD (SEE NOTE 2 & 8)	10'

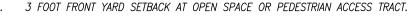
MINIMIIM SETRACKS

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FILE: J:DATA/8000/8900/8930/8938/SURVEY/PLAT/8938.S.PLAT.PH1A1B-PG1.DWG

SINGLE FAMILY LOTS ("D" PODS) LOTS 33-58	UP TO 4,999 SF	5,000 SF TO 7,499 SF	7,500 SF TO 14,999 SF
FRONT YARD (INCLUDES 6' PUBLIC UTILITY EASEMENT)	10'	15'	20'
GARAGE SETBACK FROM R.O.W.	18'	18'	
SIDE YARD & CORNER LOT REAR YARD	4'	5'	5'
CORNER LOT STREET SIDE YARD	10' (SEE NOTE 8)	15' (SEE NOTE 8)	15' (SEE NOTE 8)
REAR YARD (SEE NOTE 4 & 5)	15'	20'	20'
MINIMUM LOT WIDTH ON A CURVE OR CUL—DE—SAC	25'	30'	30'

- SINGLE-FAMILY DETACHED HOMES PERMITTED. THE NON-ATTACHED SIDE OF A DWELLING UNIT SHALL BE THREE FEET. OTHERWISE A ZERO-LOT LINE IS ASSUMED.
- MAXIMUM BUILDING HEIGHT: THREE STORIES AND A BASEMENT BUT NOT TO EXCEED MAXIMUM BUILDING HEIGHT. 10 FEET REAR YARD FOR FRONT ACCESS GARAGE.
- MINIMUM REAR YARD FOR ALLEY ACCESSED GARAGE IS EITHER 4 FEET OR 18 FEET. SETBACKS BASED ON LOT SIZE. LOT SIZES ARE NOT SUBJECT TO LOT SIZE AVERAGING.
- BUILDING ENVELOPES SHOWN ON THE PLAN ILLUSTRATE THE FRONT AND REAR YARD BUILDING SETBACKS. REFER TO TABLE FOR REQUIRED GARAGE FRONT YARD AND REAR YARD SETBACKS.
- MINIMUM SIDE YARD AT AN ALLEY IS 5 FEET.





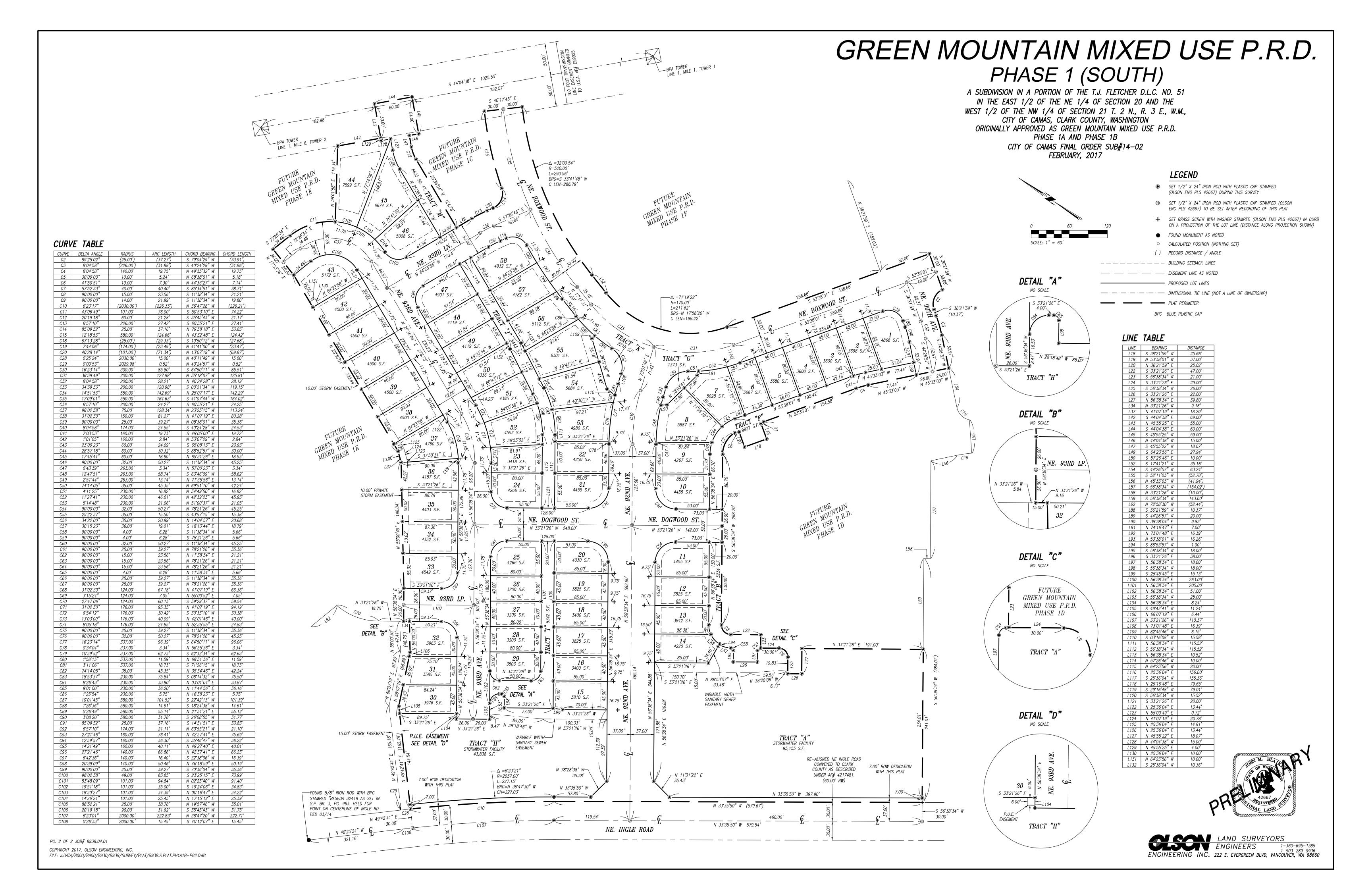
LAND SURVEYOR'S CERTIFICATION

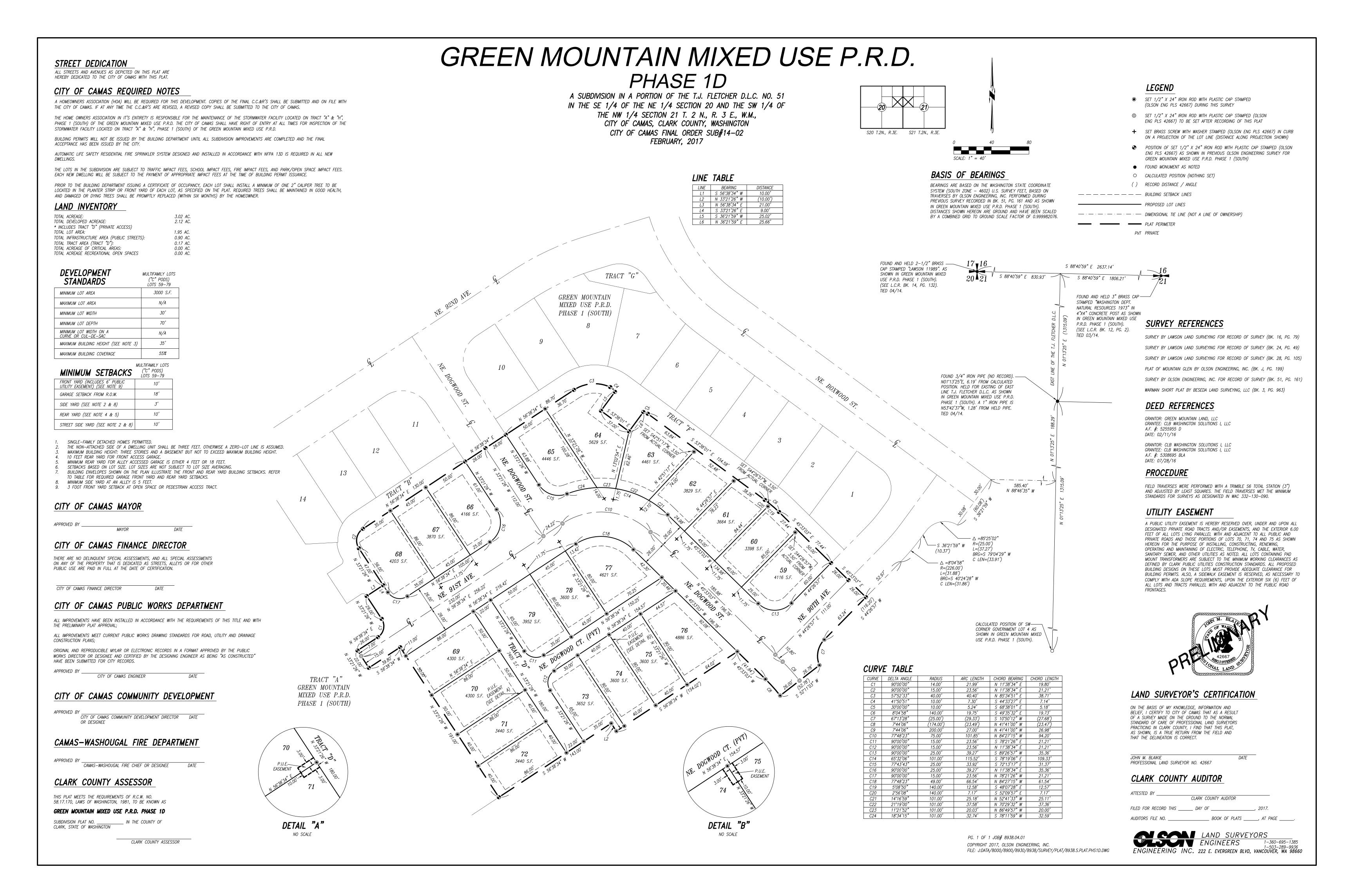
ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY TO CITY OF CAMAS THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN CLARK COUNTY, I FIND THAT THIS PLAT, AS SHOWN, IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT.

JOHN M. BLAIKIE PROFESSIONAL LAND SURVEYOR NO. 42667

ENGINEERING INC. 222 E. EVERGREEN BLVD, VANCOUVER, WA 98660

LAND SURVEYORS





GREEN MOUNTAIN MIXED USE P.R.D. STREET DEDICATION ALL STREETS AND AVENUES AS DEPICTED ON THIS PLAT ARE BASIS OF BEARINGS PHASE 1E CITY OF CAMAS REQUIRED NOTES A HOMEOWNERS ASSOCIATION (HOA) WILL BE REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE FINAL C.C.&R'S SHALL BE SUBMITTED AND ON FILE WITH THE A SUBDIVISION IN A PORTION OF THE T.J. FLETCHER D.L.C. NO. 51 CITY OF CAMAS. IF AT ANY TIME THE C.C.&R'S ARE REVISED, A REVISED COPY SHALL BE SUBMITTED TO THE CITY OF CAMAS. IN THE NE 1/4 OF THE NE 1/4 SECTION 20 AND THE NW 1/4 OF THE HOME OWNERS ASSOCIATION IN IT'S ENTIRETY IS RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER FACILITY LOCATED ON TRACT "A" & "H", PHASE THE NW 1/4 OF SECTION 21 T. 2 N., R. 3 E., W.M., 1 (SOUTH) OF THE GREEN MOUNTAIN MIXED USE P.R.D. THE CITY OF CAMAS SHALL HAVE RIGHT OF ENTRY AT ALL TIMES FOR INSPECTION OF THE STORMWATER S20 T.2N., R.3E. S21 T.2N., R.3E. LINE TABLE CITY OF CAMAS, CLARK COUNTY, WASHINGTON FACILITY LOCATED ON TRACT "A" & "H", PHASE 1 (SOUTH) OF THE GREEN MOUNTAIN MIXED USE P.R.D. CITY OF CAMAS FINAL ORDER SUB#14-02 BUILDING PERMITS WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND THE FINAL ACCEPTANCE HAS FEBRUARY. 2017 L2 N 64°23'56" W 27.94' AUTOMATIC LIFE SAFETY RESIDENTIAL FIRE SPRINKLER SYSTEM DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13D IS REQUIRED IN ALL NEW DWELLINGS. S 44°04'38" E ~~ た LINE 1, MILE 6, TOWER 2 ENG PLS 42667) TO BE SET AFTER RECORDING OF THIS PLAT THE LOTS IN THE SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, FIRE IMPACT FEES, AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE. 7 N 25°36'04" E ON A PROJECTION OF THE LOT LINE (DISTANCE ALONG PROJECTION SHOWN) PRIOR TO THE BUILDING DEPARTMENT ISSUING A CERTIFICATE OF OCCUPANCY, EACH LOT SHALL INSTALL A MINIMUM OF ONE 2" CALIPER TREE TO BE LOCATED R=(50.00')L8 | N 25°36'04" E IN THE PLANTER STRIP OR FRONT YARD OF EACH LOT, AS SPECIFIED ON THE PLAT. REQUIRED TREES SHALL BE MAINTAINED IN GOOD HEALTH, AND DAMAGED OR 5330 S.F. 6568 S.F. DYING TREES SHALL BE PROMPTLY REPLACED (WITHIN SIX MONTHS) BY THE HOMEOWNER. BRG=S 89°06'18" E C LEN=(69.86') LAND INVENTORY MOUNTAIN MIXED USE P.R.D. PHASE 1 (SOUTH) TOTAL ACREAGE: TOTAL DEVELOPED ACREAGE: 4.58 AC. O CALCULATED POSITION (NOTHING SET) * EXCLUDES TRACT "N" (OPEN SPACE) TOTAL LOT AREA: 5621 S.F. L16 N 89°59'48" E TOTAL INFRASTRUCTURE AREA: 1.16 AC. N 82°25'21" W 124.59' L17 S 89°59'48" W 26.70' — — — — — — BUILDING SETBACK LINES TOTAL TRACT AREA (TRACT "N" OPEN SPACE): 0.62 AC. L18 N 89°59'48" E 26.81' TOTAL ACREAGE OF CRITICAL AREAS: L19 S 58'57'37" E 27.22' L20 S 72'26'34" E 14.79' ---- ---- EASEMENT LINE AS NOTED 27161 S.F. **DEVELOPMENT** SINGLE FAMILY LOTS PROPOSED LOT LINES ("D" PODS) LOTS 80-107 STANDARDS · — · — · — · — · — DIMENSIONAL TIE LINE (NOT A LINE OF OWNERSHIP) 3500 S.F. MINIMUM LOT AREA ----- PLAT PERIMETER 7600 S.F. T= TANGENT BEARING MAXIMUM LOT AREA PVT PRIVATE 40' MINIMUM LOT WIDTH -FOUND AND HELD 2-1/2" BRASS CAP STAMPED "LAWSON 11989". AS MINIMUM LOT DEPTH *80'* SHOWN IN GREEN MOUNTAIN MIXED MINIMUM LOT WIDTH ON A 25' USE P.R.D. PHASE 1 (SOUTH). CURVE OR CUL-DE-SAC (SEE L.C.R. BK. 14, PG. 132). MAXIMUM BUILDING HEIGHT (SEE NOTE 3) *35'* TIED 04/14. S 88°40'59" E 2637.14' (SEE L.C.R. BK. 12, PG. 2). 20 21 S 88'40'59" E 830.93' *45%* TIED 03/14. MAXIMUM BUILDING COVERAGE 101 4772 S.F. 6463 S.F. 5303 S.F. MINIMUM SETBACKS 4950 S.F. SINGLE FAMILY LOTS ("D" PODS) UP TO 4,999 SF 7,499 SF 15' PUBLIC UTILITY EASEMENT) NE. CHERRY ST GARAGE SETBACK FROM R.O.W. 18' 5839 S.F. 4950 S.F. SIDE YARD & CORNER LOT REAR YARD PLAT OF MOUNTAIN GLEN BY OLSON ENGINEERING, INC. (BK. J, PG. 199) 10' (SEE NOTE 8) | 15' (SEE NOTE 8) CORNER LOT STREET SIDE YARD REAR YARD (SEE NOTE 4 & 5) 20' MINIMUM LOT WIDTH ON A CURVE OR CUL—DE—SAC 25' *30'* 6505 S.F. 4950 S.F. `, P.U.E. EASEMENT` SINGLE-FAMILY DETACHED HOMES PERMITTED. THE NON-ATTACHED SIDE OF A DWELLING UNIT SHALL BE THREE FEET. OTHERWISE A ZERO-LOT 5078 S.F. 3. MAXIMUM BUILDING HEIGHT: THREE STORIES AND A BASEMENT BUT NOT TO EXCEED MAXIMUM A.F. #: 5255955 D EASEMENT AS SHOWN IN 10 FEET REAR YARD FOR FRONT ACCESS GARAGE. LINE 1, MILE 1, TOWER DATE: 02/11/16 4592 S.F. GREEN MOUNTAIN MIXED USE MINIMUM REAR YARD FOR ALLEY ACCESSED GARAGE IS EITHER 4 FEET OR 18 FEET. P.R.D. PHASE 1 (SOUTH) SETBACKS BASED ON LOT SIZE. LOT SIZES ARE NOT SUBJECT TO LOT SIZE AVERAGING. L=124.66' BRG=5 45 32 48 W SETBACKS. REFER TO TABLE FOR REQUIRED GARAGE FRONT YARD AND REAR YARD SETBACKS. A.F. #: 5308695 BLA C LEN=124.42' MINIMUM SIDE YARD AT AN ALLEY IS 5 FFFT DATE: 07/28/16 9. 3 FOOT FRONT YARD SETBACK AT OPEN SPACE OR PEDESTRIAN ACCESS TRACT. **PROCEDURE** CITY OF CAMAS MAYOR 6002 S.F. R=520.00' L=290.56' STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. APPROVED BY BRG=N 33°41'48" E CH=286.79' 57 CITY OF CAMAS FINANCE DIRECTOR 10.00' PRIVATE STORM FASEMENT AS SHOWN IN THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND ALL SPECIAL ASSESSMENTS GREEN MOUNTAIN MIXED USE ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER P.R.D. PHASE 1 (SOUTH) PUBLIC USE ARE PAID IN FULL AT THE DATE OF CERTIFICATION.

CITY OF CAMAS FINANCE DIRECTOR

CITY OF CAMAS PUBLIC WORKS DEPARTMENT

ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL;

ALL IMPROVEMENTS MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE

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

APPROVED BY ______CITY OF CAMAS ENGINEER

CITY OF CAMAS COMMUNITY DEVELOPMENT

CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR DATE

CAMAS-WASHOUGAL FIRE DEPARTMENT

CAMAS-WASHOUGAL FIRE CHIEF OR DESIGNEE

CLARK COUNTY ASSESSOR

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

GREEN MOUNTAIN MIXED USE P.R.D. PHASE 1E

SUBDIVISION PLAT NO. _ CLARK, STATE OF WASHINGTON

____ IN THE COUNTY OF

CLARK COUNTY ASSESSOR

CURVE TABLE

C1	1°13'28"	580.00'	12.39'	S 49°05'31" W	12.39'
C2	11°05'25"	580.00'	112.27'	S 42°56'04" W	112.09'
C3	85°09'52"	25.00'	37.16	S 79°58'18" W	33.83'
C4	6°57'10"	226.00'	27.42'	N 60°55'21" W	27.41'
C5	20°19'18"	60.00'	21.28'	N 35°45'43" E	21.17'
C6	43°06'49"	101.00'	76.00'	N 50°53′10″ W	74.22'
<i>C7</i>	23°15′31″	101.00'	41.00'	N 40°57'31" W	40.72'
C8	19 ° 51'18"	101.00'	35.00'	N 62°30'55" W	34.83'
C9	53°06'11"	50.00'	46.34	S 71°20'43" E	44.70'
C10	35°31'09"	50.00'	31.00'	N 64°20'37" E	30.50'
C11	86°51'00"	<i>75.00</i> '	113.69'	N 10°04'04" E	103.11
C12	27°53′30″	150.00'	73.02'	N 39°32'49" E	72.30'
C13	42°02'41"	75.00'	55.04	N 46°37'24" E	53.81'
C14	39°54'41"	75.00'	52.24'	N 87°36'05" E	51.19'
C15	81°57'22"	49.00'	70.09'	N 66°34'45" E	64.27'
C16	6°10'12"	176.00'	18.95	N 28°41'10" E	18.94'
C17	14°47'45"	176.00'	45.45	N 39°10'09" E	45.32'
C18	6°55'32"	176.00'	21.27'	N 50°01'48" E	21.26'
C19	86 ° 51'00"	49.00'	74.28'	N 10°04'04" E	67.37'
C20	<i>27</i> °30'29"	101.00'	48.49'	N 20°52'02" E	48.03'

CURVE DELTA ANGLE RADIUS ARC LENGTH CHORD BEARING CHORD LENGTH

△ =40°28′14″——-

BRG=N 13°07'19" W

R=(101.00')

C LEN=(69.87')

L=(71.34')

CURVE TABLE (CONT.)

Cl	URVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
	C21	18°52'18"	101.00'	33.27'	N 44°03'25" E	33.12'
	C22	22°42'31"	124.00'	49.15	N 42°08'18" E	48.83'
	C23	5°10'59"	124.00'	11.22'	N 28°11'33" E	11.21'
	C24	21°13'33"	101.00'	37.42'	N 36°12'50" E	37.20'
	C25	60°03'15"	<i>25.00</i> ′	26.20'	N 16°48'00" E	25.02'
	C26	2°27'37"	101.00'	4.34'	N 11°59'49" W	4.34'
	C27	2°27'37"	75.00'	3.22'	N 11°59'49" W	3.22'
	C28	2°27'37"	49.00'	2.10'	N 11°59'49" W	2.10'
	C29	92°05'02"	10.00'	16.07	N 61°11'01" E	14.40'
(C30	13°48'50"	285.00'	68.71	S 65°52'02" E	68.55
	C31	96°15'46"	10.00'	16.80'	N 32°59'23" W	14.89'
	C32	8°52'56"	285.00'	44.18'	N 85°33'44" W	44.14'
	C33	31°02'35"	300.00'	162.54	S 74°28'55" E	160.56
(C34	4°13'23"	315.00'	23.22'	S 87°53'30" E	23.21'
(C35	8°17'06"	315.00'	45.55	S 81°38'16" E	45.51
	C36	7°58'56"	315.00'	43.88'	S 73°30'15" E	43.85'
(C37	10°33'10"	315.00'	58.02'	S 64°14'12" E	57.94'
	C38	71 ° 55'13"	25.00'	31.38'	S 49°11'14" E	29.36'
(C39	12°42'16"	101.00'	22.40'	S 78°47'42" E	22.35'

NO SCALE

-∆ =71°19**'**22" R=170.00'L=211.62'

BRG=N 17°58'20" W C LEN=198.22'

FOUND 3/4" IRON PIPE (NO RECORD). —

NO1°13'25"E, 6.19' FROM CALCULATED

POSITION. HELD FOR EASTING OF EAST

LINE T.J. FLETCHER D.L.C. AS SHOWN

IN GREEN MOUNTAIN MIXED USE P.R.D.

PHASE 1 (SOUTH). A 1" IRON PIPE IS N53°42'37"W, 1.28' FROM HELD PIPE.

N 88°46'35" W 585.40'

CALCULATED POSITION OF SW —

USE P.R.D. PHASE 1 (SOUTH).

PG. 1 OF 1 JOB# 8938.04.01

CORNER GOVERNMENT LOT 4 AS

SHOWN IN GREEN MOUNTAIN MIXED

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FILE: J:DATA/8000/8900/8930/8938/SURVEY/PLAT/8938.S.PLAT.PHS1E.DWG

EASEMENT

BEARINGS ARE BASED ON THE WASHINGTON STATE COORDINATE SYSTEM (SOUTH ZONE - 4602) U.S. SURVEY FEET, BASED ON TRAVERSÈS BY OLSON ENGINEÉRING, INC. PERFORMED DURING PREVIOUS SURVEY RECORDED IN BK. 51, PG. 161 AND AS SHOWN IN GREEN MOUNTAIN MIXED USE P.R.D. PHASE 1 (SOUTH). DISTANCES SHOWN HEREON ARE GROUND AND HAVE BEEN SCALED BY A COMBINED GRID TO GROUND SCALE FACTOR OF 0.999982076.

 SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED (OLSON ENG PLS 42667) DURING THIS SURVEY

SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED (OLSON

+ SET BRASS SCREW WITH WASHER STAMPED (OLSON ENG PLS 42667) IN CURB

POSITION OF SET 1/2" X 24" IRON ROD W/PLASTIC CAP STAMPED (OLSON ENG PLS 42667) AS SHOWN IN PREVIOUS OLSON ENGINEERING SURVEY FOR GREEN

FOUND MONUMENT AS NOTED

() RECORD DISTANCE / ANGLE

FOUND AND HELD 3" BRASS CAP STAMPED "WASHINGTON DEPT. NATURAL RESOURCES 1973" IN 4"X4" CONCRETE POST AS SHOWN IN GREEN MOUNTAIN MIXED USE P.R.D. PHASE 1 (SOUTH).

SURVEY REFERENCES

SURVEY BY LAWSON LAND SURVEYING FOR RECORD OF SURVEY (BK. 16, PG. 79) SURVEY BY LAWSON LAND SURVEYING FOR RECORD OF SURVEY (BK. 24, PG. 49) SURVEY BY LAWSON LAND SURVEYING FOR RECORD OF SURVEY (BK. 28, PG. 105)

SURVEY BY OLSON ENGINEERING, INC. FOR RECORD OF SURVEY (BK. 51, PG. 161)

WARMAN SHORT PLAT BY BESEDA LAND SURVEYING, LLC (BK. 3, PG. 963)

DEED REFERENCES

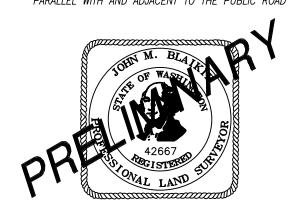
GRANTOR: GREEN MOUNTAIN LAND. LLC GRANTEE: CLB WASHINGTON SOLUTIONS I, LLC

GRANTOR: CLB WASHINGTON SOLUTIONS I, LLC

FIELD TRAVERSES WERE PERFORMED WITH A TRIMBLE S6 TOTAL STATION (3") AND ADJUSTED BY LEAST SQUARES. THE FIELD TRAVERSES MET THE MINIMUM

UTILITY EASEMENT

A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON ALL DESIGNATED PRIVATE ROADS AND/OR EASEMENTS, AND THE EXTERIOR 6.00 FEET OF ALL LOTS LYING PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS AND THE NORTH SIDE OF NE CHERRY ST. (PVT) AND PORTION OF LOT 103 AS SHOWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENEWING, OPERATING AND MAINTAINING OF ELECTRIC, TELEPHONE, TV, CABLE, WATER, SANITARY SEWER, AND OTHER UTILITIES AS NOTED. ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM WORKING CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DESIGNS ON THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR BUILDING PERMITS. ALSO, A SIDEWALK EASEMENT IS RESERVED, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, UPON THE EXTERIOR SIX (6) FEET OF ALL LOTS AND TRACTS PARALLEL WITH AND ADJACENT TO THE PUBLIC ROAD FRONTAGES.



LAND SURVEYOR'S CERTIFICATION

ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY TO CITY OF CAMAS THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN CLARK COUNTY, I FIND THAT THIS PLAT, AS SHOWN, IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT.

JOHN M. BLAIKIE PROFESSIONAL LAND SURVEYOR NO. 42667

CLARK COUNTY AUDITOR

ATTESTED BY _____ CLARK COUNTY AUDITOR FILED FOR RECORD THIS ______ DAY OF ______, 2017.

> LAND SURVEYORS ENGINEERS

AUDITORS FILE NO. _______ BOOK OF PLATS ______, AT PAGE ______.

ENGINEERING INC. 222 E. EVERGREEN BLVD, VANCOUYER, WA 98660

ORDINANCE ##-###

AN ORDINANCE OF THE CITY OF CAMAS GRANTING ELECTRIC LIGHTWAVE, LLC A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE RIGHTS-OF-WAY OF THE CITY OF CAMAS.

WHEREAS, Electric Lightwave, LLC, a Delaware limited liability company ("Grantee") has requested that the City grant it the right to install, operate and maintain a fiber optic-based telecommunications system within the public Rights-of-Way of the City; and

WHEREAS, the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Grantee; and

WHEREAS, the City Council has the authority under state law to grant franchises for the use of its Rights-of-Way; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions.

NOW, THEREFORE, The City Council of the City of Camas does ordain as follows:

Section 1. Definitions. Where used in this Ordinance and the franchise granted hereby (the "Franchise") these terms have the following meanings:

- A. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.
 - B. "City" means the City of Camas, a municipal corporation of the State of Washington.
- C. "Emergency Situation" means an emergency involving likely loss of life or substantial property damage as determined by City in good faith.
- D. "Facilities" means Grantee's fiber optic cable system constructed and operated within the City's Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service not prohibited by this Ordinance.
- E. "Franchise" shall mean the initial authorization or renewal thereof, granted by the City, through this Ordinance, or a subsequently adopted Ordinance, which authorizes construction and operation of the Grantee's Facilities for the purpose of offering Telecommunications Service not prohibited by this Ordinance.

- F. "Franchise Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.
- G. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.
- H. "Rights-of-Way" means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas within the City.
- ١. "Telecommunications Service" telecommunications means any service. telecommunications capacity, or dark fiber, provided by the Grantee using its Facilities, either directly or as a carrier for its Affiliates, or any other Person engaged in Telecommunications Services, including, but not limited to, the transmission of voice, data or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading and home shopping, or other subsequently developed technology that carries a signal over fiber optic cable. Telecommunications Service shall also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Telecommunications Service shall not include the provision of "cable services," as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Franchise Area and Authority Granted.

- A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across Rights-of-Way in the Franchise Area for purposes of telecommunications service as defined in RCW 82.04.065.
- B. Permission Required to Enter onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Grantee to go upon any other public place other than Rights-of-Way within the Franchise Area. Permission to go upon any other property owned or controlled by the City must be sought on a case by case basis from the City.
- C. Compliance with WUTC Regulations. At all times during the term of the Franchise, Grantee shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission.

Section 3. Construction and Maintenance.

A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with Camas Municipal Code ("CMC") Chapter 5.45, and so as not to interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in

The Rights-of-Way, Grantee shall obtain prior approval from the City of Camas Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work pursuant to CMC Chapter 5.45, Article VIII. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the CMC Chapter 5.45, Article VIII. Upon completion of such excavation Grantee shall restore the surface of the Rights-of-Way to the specifications established within the CMC. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the CMC, the City may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

CONSTRUCTION AND MAINTENANCE

All work done by Grantee in connection with the construction, operation, and maintenance of said fiber optic network shall be performed to the satisfaction and subject to the supervision of the city public works director or other duly constituted representative of the City.

Grantee shall not cause any permanent injury to the streets of the City or to the City's utilities located therein, nor shall Grantee in any manner unreasonably disturb or interfere with any water, gas, or sewer lines or other conduits now or hereafter laid by the City or any authorized company or corporation in said streets.

Except as to emergency repairs, Grantee shall, prior to installing, repairing, or relocating any pipe, main, conduit, or service line, file with the Public Works Department, or such other person designated by the City, plans and specifications thereof showing the work to be done, the location and nature of the installation to be made, repaired or maintained, and a schedule showing the time of beginning and completion, and shall secure the approval of the City before proceeding with any such work, and shall obtain all necessary permits and pay all applicable fees prior to proceeding with such work. Any subsequent changes in the plans, specifications, or schedules shall require the approval of the City.

REPAIR

The Grantee shall, at its own cost and expense, promptly repair all streets and other public places in any way disturbed by the Grantee, its agents, employees, or contractors, and shall restore the same to as good a condition as the same were prior to doing any work therein. Whenever Grantee's construction, maintenance, and repair of the fiber optic require trenching in the improved roadway,

Grantee shall design and install a 0.12 foot depth asphalt pavement overlay over the entire travel lane and turn lanes impacted where Grantee has cut trenches into the improved roadway.

- C. In the event of an Emergency Situation, Grantee may commence such emergency and repair work as required under the circumstances, provided that Grantee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advanced notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Grantee in writing as promptly as possible under the circumstances.
- D. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 4. Location and Relocation of Facilities.

RELOCATION

Nothing on this Ordinance shall be deemed or construed to limit the power of the proper authorities of the City of Camas to prosecute and maintain public or local improvements. Whenever in the prosecution or maintenance of such improvements it becomes necessary to remove, readjust, relocate, or change the location of Grantee's fiber optic cable and appurtenances thereto, the same shall be done by and at the sole expense of the Grantee. Grantee shall remove, readjust, relocate, or change location of Grantee's fiber optic cable within 90 days of written notification from the City unless otherwise agreed to by City. In the event Grantee fails to do so, then City may, at Grantee's sole expense, have the fiber optic cable relocated by City's contractor. In such event, Grantee shall pay the cost of relocation within 30 days of submission of an invoice by City. This Section shall only apply if applied in a non-discriminatory manner and it is necessary for all fiber optic cable and appurtenances to be moved in the same location.

- A. Grantee shall place any new Facilities underground where all adjacent existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities.
- B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

D. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

Section 5. <u>Indemnification</u>.

A. Grantee shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of Grantee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Grantee in the Franchise; *provided, however*, such indemnification shall not extend to injury or damage caused by the sole negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action is undertaken against the City based upon any such claim or demand, the City shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

Section 6. Default.

A. If Grantee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Grantee a written order to comply within thirty (30) days from the date such order is received by Grantee. If Grantee is not in compliance with the Franchise after expiration of the thirty (30) day period, the City may act to remedy the violation and may charge the reasonable costs and expenses of such action to Grantee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If any failure to comply with the Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period, then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee works promptly and diligently to effect such compliance. During such a period, if Grantee is not in compliance with the Franchise, and is not proceeding with due diligence in accordance with this section to correct such failure to comply, then the City may in addition, by ordinance and following written notice to

Grantee, declare an immediate forfeiture of the Franchise and all of Grantee's rights and obligations thereunder.

B. In addition to other remedies provided in this Franchise or otherwise available at law, if Grantee is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Grantee Right-of-Way use permits until compliance is achieved.

Section 7. <u>Nonexclusive Franchise</u>. The Franchise granted by this Ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 8. Franchise Term/Fee.

- A. Unless earlier terminated by Grantee upon notice to the City, the Franchise is and shall remain in full force and effect for a period of fifteen (15) years from and after the effective date of this Ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Grantee and the City; and provided further, however, that Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.
- B. If the City and Grantee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.
- C. Grantee shall pay to the City a one-time administrative fee of \$2,500. Said administrative fee shall be payable within thirty (30) days of adoption of this Ordinance by the City. In addition, Grantee shall reimburse the City for the cost of publication of this Ordinance.

Section 9. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Camas, as they now exist or may hereafter be amended, including but not limited to the provisions of CMC Chapter 5.45. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

- B. In the event that any territory served by Grantee is annexed to the City after the effective date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.
- C. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will negotiate in good faith with the City to amend the Franchise to expand the revenue base on which such tax is applied.

Section 10. <u>Undergrounding.</u> New Facilities shall be installed underground pursuant to Section 4 of the Franchise. Grantee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Grantee will cooperate with the City in the undergrounding of Grantee's existing Facilities with the Franchise Area. If during the term of the Franchise, the City shall direct Grantee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in RCW Chapter 35.99. Grantee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any street improvement which would otherwise require relocation of Grantee's above-ground Facilities, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities.

Section 11. Record of Installations and Service.

- A. With respect to excavations by Grantee and the City within the Franchise Area, Grantee and the City shall each comply with its respective obligations pursuant to RCW Chapter 19.122 and any other applicable state or federal law.
- B. Upon written request of the City, Grantee shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.
- C. As-built drawings and maps of the precise location of any Facilities placed by Grantee in any Rights-of-Way shall be made available by Grantee to the City within thirty (30) working days of the City's written request. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

Section 12. Shared Use of Excavations and Trenches.

A. If either the City or Grantee shall at any time after installation of the Facilities plan to make excavations in the area covered by the Franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such an excavation, *provided that:* (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. In addition, pursuant to RCW 35.99.070, the City may request that Grantee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Grantee shall recover its incremental costs of providing such facilities to the City.

- B. The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Grantee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoriums, but should still follow repair requirements of Section 3.
- C. The City reserves the right to require Grantee to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

Section 13. <u>Insurance</u>.

- A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise by Grantee, its agents, representatives or employees in the amounts and types set forth below.
 - 1. Commercial General Liability insurance with limits no less than \$5,000,000 combined single limit for bodily injury (including death) and property damage, including premises operation, products and completed operations and explosion, collapse and underground coverage extensions;
 - 2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$3,000,000 for each accident for bodily injury and property damage; and
 - 3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000 for each accident/disease/policy limit or as required by law.
- B. Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.

- C. Grantee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-: VII.
- E. Grantee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.
- F. Failure to Maintain Insurance. Failure on the part of the Applicant to maintain the insurance as required shall constitute a material breach of the permit or agreement, upon which the City may, after giving ten business days' notice to the Grantee to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.
- G. Notice of Cancellation. The Grantee shall provide the City with written notice of any policy cancellation, within ten business days of its receipt of such notice.

Section 14. Assignment.

- A. This franchise and the rights herein granted may be assigned only with the consent of the City, which the City may not unreasonably withhold, condition, or delay, but no such assignment shall be of any force or effect until a copy thereof, certified as such by the proper officials of the Grantee, shall have been filed in the office of the City Clerk, nor until the City Council of the City shall have consented to such assignment. Any such successor or assignee of the Grantee must file with the City Clerk written acceptance of the rights and privileges conferred hereby and such successor's or assignee's agreement to fully comply with and abide by and be bound by the terms of this ordinance and all the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation, and condition required of or imposed upon the Grantee hereunder.
- B. Notwithstanding the foregoing, Grantee, without the consent of, but upon commercially reasonable notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.
- C. Grantee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that:* Grantee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.
- Section 15. <u>Abandonment and Removal of Facilities</u>. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Public Works Director; *provided however*, that the City may permit the Grantee's improvements

to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; provided however, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place.

Section 16. Miscellaneous.

- A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of paragraphs.
- B. Grantee shall pay for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$3,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement of other document, the provisions of the Franchise shall control.
- C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

Section 17. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:	Grantee:
Public Works Director	Electric Lightwave, LLC
City of Camas	18110 SE 34th St., Building One
616 NE 4th Avenue	Vancouver, WA 98683
Camas, WA 98607	Attn: Contract Administration

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 18. <u>Effective date.</u> This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage, approval and publication, but only if the Grantee has accepted the terms and conditions thereof.

ORDINANCE NO. 17-004

AN ORDINANCE amending Chapter 2.72 of the Camas Municipal Code relating to post-retirement medical insurance.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

The chapter title of Chapter 2.72 of the Camas Municipal Code is hereby amended and shall be titled "Post-Retirement Medical Insurance".

Section II

Section 2.72.010 of the Camas Municipal Code is hereby amended to provide as follows:

2.72.010 – Benefits designated.

No employee shall be provided, at the city's expense, post-retirement medical insurance coverage from retirement to age sixty-five unless (1) the employee is entitled to such benefit under the terms of the employees' collective bargaining agreement, (2) the employee was hired or promoted to a nonrepresented position prior to April 15, 2005, (3) the employee's position was removed from a collective bargaining agreement to a nonrepresented position prior to April 15, 2005, or (4) the employee was entitled to such benefit under the employees' collective bargaining agreement and then was promoted to a nonrepresented position after April 15, 2005.

Section III

Section 2.72.020 of the Camas Municipal Code is hereby repealed.

Section IV

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this 1st day of May, 2017.

	SIGNED:		
		Mayor	
	ATTEST:		
		Clerk	
APPROVED as to form:			
City Attorney			

This section should be deleted as the benefits are defined by the Bargaining Contracts or the Employee Manual for non-represented employees.

Chapter 2.72 — POST-RETIREMENT MEDICAL INSURANCE ERSONNEL INSURANCE

Sections:

2.72.010 - Full-time officer and employee defined.

A "full time employed officer and employee," as used in this chapter, means any person who has or shall work a minimum of twenty hours per week on a full year basis in a salaried position included in the annual city budget.

(Prior code § 1.46.030)

2.72.020 - Benefits designated.

As an additional benefit to the contract of employment with the city, the city shall provide each full-time employed officer and employee insurance benefits as follows:

- A. A term life insurance policy, the amount of which shall be equal to the nearest thousand dollars of the normal yearly salary of the officer or employee exclusive of overtime pay;
- B. A choice of two group medical and hospital contracts for officers and employees and their dependents;
- C. As of January 1, 1976, officers and employees, other than those covered by Chapter 209, Laws of 1969, Extraordinary Session (LEOFF Act), shall be provided a vision plan with a full family vision plan to be provided as of January 1, 1977;
- D. No employee shall be provided, at the city's expense, post-retirement medical insurance coverage from retirement to age sixty-five unless (1) the employee is entitled to such benefit under the terms of the employees' collective bargaining agreement, (2) the employee was hired or promoted to a nonrepresented position prior to April 15, 2005, (3) the employee's position was removed from a collective bargaining agreement to a nonrepresented position prior to April 15, 2005, or (4) the employee was entitled to such benefit under the employees' collective bargaining agreement and then was promoted to a nonrepresented position after April 15, 2005;
 - <u>E. A dental plan for officers and employees, only until January 1, 1977, at which time a full family dental plan shall be provided.</u>

(Ord. 2404 § 1, 2005; prior code § 1.46.010)

Chapter 2.72 – POST-RETIREMENT MEDICAL INSURANCE

Sections:

2.72.010 - Benefits designated.

No employee shall be provided, at the city's expense, post-retirement medical insurance coverage from retirement to age sixty-five unless (1) the employee is entitled to such benefit under the terms of the employees' collective bargaining agreement, (2) the employee was hired or promoted to a nonrepresented position prior to April 15, 2005, (3) the employee's position was removed from a collective bargaining agreement to a nonrepresented position prior to April 15, 2005, or (4) the employee was entitled to such benefit under the employees' collective bargaining agreement and then was promoted to a nonrepresented position after April 15, 2005;

(Ord. 2404 § 1, 2005; prior code § 1.46.010)

RESOLUTION NO. 17-004

A RESOLUTION confirming the appointment of the Camas Municipal Court Judges.

WHEREAS, pursuant to Chapter 3.50 RCW, the City of Camas created and established an inferior court designated as the Municipal Court of the City of Camas; and

WHEREAS, Chapter 2.40.020 of the Camas Municipal Code provides that the mayor shall appoint as municipal judges, subject to confirmation by the city council, all duly elected district court judges of the Clark County District Court. The term of such appointment shall coincide with the elected term of each district court judge; and

WHEREAS, pursuant to RCW 39.34, the city has entered into an inter-local agreement with Clark County, whereby Clark County agreed to provide all judicial and court support services necessary to operate the Municipal Court of the City of Camas and to adjudicate all matters coming before said court; and

WHEREAS, the Mayor has appointed the current Clark County District Court Judges, the Hon. Darvin Zimmerman, Hon. Sonya Langsdorf, Hon. Kelli Osler, and Hon. John Hagensen to serve as Camas Municipal Court Judges; and

WHEREAS, the Mayor has also appointed the current Clark County District Court Commissioners, the Hon. Commissioner Todd George, and Hon. Commissioner Kristen Parcher to serve as Camas Municipal Court Judges;

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

The City Council of the City of Camas hereby confirms said appointment of the Clark

County District Court Judges and Commissioners to serve as the Camas Municipal Court Judges.

ADOPTED at a regular meeting of the Council of the City of Camas this 1st day of May,

2017.

	SIGNED:	
		Mayor
	ATTEST:	
		Clerk
APPROVED as to form:		
City Attorney		