



CITY COUNCIL REGULAR MEETING AGENDA

Monday, August 6, 2018, 7:00 PM
City Hall, 616 NE 4th Avenue

NOTE: For both public comment periods - come forward when invited; state your name and address; limit comments to three minutes. Written comments can be given to the City Clerk. If it is a public hearing or a quasi-judicial matter, special instructions will be provided.


I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. July 16, 2018 City Council Regular and Workshop Meeting Minutes
 -  [July 16, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)
 - [July 16, 2018 Camas City Council Regular Meeting Minutes - Draft](#)
- B. Clearing House and Claim Checks Approved by Finance Committee
- C. \$152,600 to Gray and Osborne, Inc. for Wastewater Treatment Plant and Parker's Landing Preliminary Well Design Professional Services Agreement (Submitted by Sam Adams)
 -  [Parkers Landing and Wastewater Treatment Plant Well Development Contract](#)
 - [Well Development Scope of Work](#)
- D. \$441,255.25 to Brix Paving NW, Inc for 2018 Citywide Asphalt Overlay with Administrative Execution of Change Orders up to 10% of Total Bid (Submitted by Denis Ryan)
 -  [2018 Citywide Asphalt Overlay Bid Tabulation](#)
- E. \$284,643.64 to Intermountain Slurry Seal, Inc. for Asphalt Repair Chip Seal Final Pay Estimate, Project Complete (Submitted by Denis Ryan)
 -  [2018 Chip Seal Final Pay Estimate](#)

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

VI. NON-AGENDA ITEMS

- A. Staff
 - B. Council
-

VII. MAYOR

- A. Announcements

VIII. MEETING ITEMS

- A. Camas Urban Tree Program Public Hearing
Presenter: Sarah Fox, Senior Planner

 [Staff Report to Council and Draft Program](#)

[Tree Permit Draft Flyer](#)

[1 - Dave Miller Comment 06-07-18](#)

[2 - Tom Kelly Comment 06-07-18](#)

[3 - Anne-Marie Skinner Comment 05-23-18](#)

[4 - Odren Comment 06-15-18 with red-lines](#)

[5 - Bryce Hanson Comment 06-18-18](#)

[6 - Odren Comment 6-19-18](#)

[7 - Bryce Hanson Comment 6-19-18](#)

[8 - Geri Rubano Comment 6-19-18](#)

[9 - Geri Rubano Comment 6-22-18](#)

- B. MCImetro Franchise Agreement Public Hearing
Presenter: Steve Wall, Public Works Director

 [Staff Report MCImetro Franchise](#)

[MCImetro Franchise Final DRAFT - Clean](#)

[MCImetro Franchise Final DRAFT with mark-ups](#)

- C. Resolution No. 18-007 Amending the City of Camas Job Roster
Presenter: Phil Bourquin, Community Development Director

 [Resolution No. 18-007 Amending the City of Camas Job Roster](#)

- D. Ordinance No. 18-011 Amending the City's Line of Credit
Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 18-011](#)

[Bank of America Line of Credit Term Sheet](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, July 16, 2018, 4:30 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

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

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, Debra Brooks, Pete Capell, James Carothers, Jennifer Gorsuch, Jim Hodges, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Ron Schumacher, Nick Swinhart, Connie Urquhart, Steve Wall and Alicia Harris (intern)

Press: Kelly Moyer, Camas-Washougal Post-Record

III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. WORKSHOP TOPICS

- A. Commission on Aging Annual Report to City Council
Details: Representatives from the Clark County Commission on Aging provided the City Council with an annual progress report.
Presenter: Robert Maul, Planning Manager

 [Council on Aging Presentation](#)

Maul introduced Donna Roberge who provided an annual update to Council about the Clark County Commission on Aging.

- B. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director
Bourquin commented about another Plans Examiner position.
- C. City of Camas 2nd Quarter of 2018 Financial Review
Details: Staff provided a financial review of the City of Camas for the second quarter of 2018. The presentation contained an economic overview for context and a financial review of budget to actuals, short and long term debt, investment portfolio performance, fund balance projections and the outlook for the remainder of 2018.

Presenter: Cathy Huber Nickerson, Finance Director

 [City of Camas 2nd Quarter of 2018 Financial Review](#)

Huber Nickerson provided an overview of the 2018 second quarter financial review.

D. 2019-2024 General Fund Forecast

Details: Staff presented a review of the 2019-2024 General Fund Forecast of revenues and expenditures. This forecast also had scenarios including level of service budget requests with potential revenue options.

Presenter: Cathy Huber Nickerson, Finance Director

 [2019-2024 General Fund Forecast](#)

Huber Nickerson provided an overview of the General Fund forecast for the City and discussion ensued.

E. Solid Waste Operations Update

Details: City staff, and the City's consultant Chris Bell and Associates, have spent the last year reviewing the City's solid waste collection system and the delivery of services to City customers. The review included an analysis of how the system currently operates, existing routing of trucks and collection days, efficiencies/inefficiencies, and expansion of work load from existing and future customer growth, as well as a review of prior annexed areas, which will be added to the City's solid waste collection system in 2019. Some minor system changes were made during the course of work to help increase collection efficiencies, safety and routing. The analysis shows the need to change collection days to better handle growth in the system and maintain a high level of service to the City's customers. Staff, with the help of the consultant, presented findings from the work effort to the Mayor and City Council.

Presenter: Sam Adams, Utilities Manager

 [Solid Waste 2018 Presentation](#)

Adams introduced Chris Bell of Bell & Associates who provided an update to Council about the Solid Waste handling in the City.

F. Consultant Services Contract - Parker's Landing and Wastewater Treatment Plant (WWTP) Test Well Development

Details: The City has solicited consultant services from Gray and Osborne Inc. to provide engineering services for the siting and test well drilling for two new sources of drinking water wells. The City has approved water rights for two wells that generally have been called the WWTP and Parker's Landing wells. Gray and Osborne, Inc. has submitted a scope of services in the amount of \$152,600. This dollar amount includes an Optional Task of drilling the Parker's Landing well to meet the standards for a full production well. There are sufficient funds in the Water/Sewer budget to complete this work.

Presenter: Sam Adams, Utilities Manager

 [Consultant Services - WWTP and Parker's Landing Test Well](#)

This item will be placed on the August 6, 2018 Consent Agenda for Council's consideration.

- G. Water and Sewer System Development Charge (SDC) Analysis
Details: Staff and the City's financial consultant, FCS Group, have completed updating SDC calculations for the Water and Sewer utilities. The calculations are based on the new planning criteria and Capital Improvement Plan in the Draft Water System Plan Update and a staff revised version of the Sewer System Capital Improvement Plan. Initial feedback about options for new Water and Sewer SDCs have been received from the Finance Committee and incorporated into the attached presentation.
Presenter: Steve Wall, Public Works Director and Sergey Tarasov, FCS Group

 [Water and Sewer System Development Charge Presentation](#)

Wall introduced Sergey Tarasov who provided an overview to Council about a recent Water and Sewer System Development Charge analysis.

- H. National League of Cities Service Line Warranty Program
Details: Staff introduced the National League of Cities Service Line Warranty Program at the City Council's April 2, 2018 Workshop. The program is administered by the Utility Service Partners and offers an optional warranty to homeowners within the City for a monthly fee that covers repairs or replacements for the portion of the water and sewer service lines that are the homeowner's responsibility. At the conclusion of the April 2nd Workshop, the City Council expressed potential interest in moving forward with the Program. Staff presented the attached proposed agreement with Utility Service Partners that offers a Non-Royalty Service Line Warranty Program for residents of the City.
Presenter: Steve Wall, Public Works Director

 [Service Line Warranty Agreement](#)

Wall provided an overview of the Service Line Warranty services.

- I. Municipal Stormwater Permit Consultant Contract
Details: The City's National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit requires Illicit Discharge Detection and Elimination (IDDE) Field Screening efforts. Engineering staff does not have the availability to complete the necessary work in the time required by the permit and has selected Otak Engineering to assist. The contract amount for this effort is not to exceed \$59,027. Sufficient funds are available in the Stormwater budget to cover these expenses.
Presenter: Steve Wall, Public Works Director

 [Municipal Stormwater Permit Consultant Agreement](#)

This item was also placed on the July 16, 2018 Consent Agenda for Council's

consideration.

J. 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 status of the NW Larkspur Street Improvements project.

K. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Pete Capell, City Administrator

Capell postponed his update to Council until the July 16, 2018 Regular Meeting.

V. COUNCIL COMMENTS AND REPORTS

Chaney commented about the Camas Car Show, the upcoming Summer Concerts in the Park, and inquired as to the status of Concerts for a Cause.

Anderson commented about meeting with Chaney and East County Fire and Rescue (ECFR).

Carter commented about the Hey Jack restaurant Ribbon Cutting event.

Hogan commented about the Administrative Committee and Camas-Washougal Economic Development Association (CWEDA) meetings.

Mayor Higgins thanked everyone for their support during this difficult time for his family.

VI. PUBLIC COMMENTS

Randy Printz, 805 Broadway, Vancouver, commented about system development charges.

VII. ADJOURNMENT

The meeting adjourned at 6:36 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, July 16, 2018, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor 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, Steve Hogan, Deanna Rusch, Melissa Smith and Shannon Turk

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, Cathy Huber Nickerson, Shawn MacPherson, Ron Schumacher, Steve Wall and Alicia Harris (intern)

Press: No one from the press was present

IV. PUBLIC COMMENTS

No one from the public wished to speak.

V. CONSENT AGENDA

- A. Approved the July 2, 2018, Camas City Council Regular and Workshop meeting minutes.

 [July 2, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)
[July 2, 2018 Camas City Council Regular Meeting Minutes - Draft](#)

- B. Approved the automated clearing house and claim checks numbered 137657 to 137791 in the amount of \$948,757.09.

- C. Authorized the write-off of the June 2018 Emergency Medical Services (EMS) billings in the amount of \$87,295.16. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)

- D. Approved the Final Plat for The Village at Camas Meadows Subdivision Phase 2, which consists of 46 lots. The Village at Camas Meadows Subdivision received Preliminary Plat approval on July 27, 2016. (Submitted by Lauren Hollenbeck).

 [Staff Report](#)
[The Village at Camas Meadows Phase 2 Plat](#)

- E. Authorized the Mayor or designee to sign the Consultant Agreement with Otak for Stormwater Illicit Discharge Detection and Elimination (IDDE) Field Screening in an amount not to exceed \$59,027. (Submitted by Steve Wall)

 [Municipal Stormwater Permit Consultant Agreement](#)

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

VI. NON-AGENDA ITEMS

A. Staff

Capell commented about the Administrative Committee, the Camas-Washougal Economic Development Association (CWEDA) and an upcoming Association of Washington Cities (AWC) webinar about the recent Janus v. AFSCME ruling.

B. Council

Hogan commented about the CWEDA and Administrative Committee meetings.

Turk commented about the C-TRAN and Clark County Main Street Tour Day meetings. Turk also commented about the Stone Leaf development traffic changes and the upcoming City of Camas Employee Appreciation lunch.

Anderson commented about C-TRAN.

VII. MAYOR

A. Announcements

Mayor Higgins reminded everyone about the upcoming Camas Days event in Downtown Camas on July 27 and 28, 2018.

B. Mayor's Volunteer Spirit Award

 [July 2018 Bob Hitchcock](#)

Mayor Higgins presented the July Mayor's Volunteer Spirit Award to Bob Hitchcock.

VIII. MEETING ITEMS

- A. There were no meeting items.

IX. PUBLIC COMMENTS

Stephen Darnell, 3011 NW 23rd AVE, commented about the City's pending Urban Tree Program.

Chris Martinez, 616 NW 10th AVE, commented about the City's Pending Urban

Tree Program.

(There will be a public hearing about this topic during the August 6, 2018 City Council Regular Meeting.)

X. ADJOURNMENT

The meeting adjourned at 7:22 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF CAMAS
WASHINGTON**

JULY 2018

G&O Job. No. 20185.51

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Contract, entered into this ____ day of _____ 2018, between the CITY OF CAMAS, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract is to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with Parkers Landing and WWTP Well Sources Preliminary Engineering Services, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A."

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of these services shall not exceed the amount shown in Exhibits "B-1" and "B-2" without further written authorization by the Agency.

Total compensation is based on the following:

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.
 - 1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD,

and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability,

respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 18

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "D" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Project Manager, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF CAMAS
616 NE Fourth Avenue
Camas, Washington 98607

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23


ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of Camas

By: _____
(Signature)

By: _____
(Signature)

Name/Title: Brian L. Sourwine, P.E., Principal

Name/Title: _____
(Print)

Date: 7/27/18

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT “A”

SCOPE OF WORK

CITY OF CAMAS PARKER’S LANDING AND WWTP WELL SOURCES PRELIMINARY ENGINEERING SERVICES

PROJECT OVERVIEW

The City of Camas would like to develop two new water supply wells. The City has obtained water rights for these wells and they are to be located near Parker’s Landing and the WWTP site. The City would like to identify the optimum locations for these two wells when considering land use, land ownership, access, proximity to existing water transmission infrastructure, and anticipated water quality and quantity. Based on the results of this analysis, the City would like to drill a test well to confirm well capacity and water quality. Due to the greater uncertainties regarding proximity to shallow bedrock, it is anticipated that the test well would be drilled at the WWTP site. In order to expedite the potential schedule for development for the wells, the City may also consider drilling a test well large enough function as a production well at the Parker’s Landing site. An optional task for this work has been provided.

SCOPE OF WORK

Gray & Osborne, with the assistance of our subconsultant Pacific Groundwater Group (PGG), has prepared the following scope of work for this project. The proposed scope of work to be completed by PGG is attached.

1. **Provide Project Management**

Provide project management of the project. This task will include coordinating and managing the required resources and the schedule and budget for the project team, including Pacific Groundwater Group. A detailed project schedule will be developed and the City will be provided with monthly progress updates.

2. **Complete Site Selection Feasibility Analysis**

a. **Evaluate Well Site Alternatives**

This subtask will be led by Pacific Groundwater Group. Our team will gather information about the area for the potential well sites. We will overlay available information on parcel ownership, proximity to shallow bedrock, the City’s existing water distribution system, potential water quality threats, and potential GWI concerns onto a GIS base map to help identify the preferred location for potential test and/or production wells. Details of this subtask are provided in the PGG scope of work. Gray &

Osborne will assist with providing information about the City's water distribution and transmission system and provide technical oversight for this subtask.

b. Water System Analysis

Gray & Osborne will evaluate the potential well sites with respect to the City's existing water transmission and distribution system. We will identify the infrastructure that will need to be constructed to connect the new wells to the City's existing water system. We will use the City's water model to identify any improvements necessary to the City's existing water transmission and distribution system to convey water from the new wells to the areas where it is needed. As part of this analysis we will also evaluate the optimum location for chlorination and fluoridation of water from these wells. Alternatives that will be considered include construction of treatment facilities at each well, construction of a treatment facility serving both wells at one of the wells, or modification of the existing Washougal Wellfield treatment facilities. Preliminary cost estimates will be developed for each alternative and a decision matrix will be used to assist with determination of the preferred alternative based on both cost and non-cost factors.

c. Prepare Summary Report

We will prepare a summary report documenting the findings of the Site Selection Feasibility Analysis including the findings of the well site alternatives and water system analysis. The report will describe the recommended alternatives and estimated costs for developing the new wells.

3. Complete Test Well Design, Permitting, and Construction

a. Prepare Test Well Drilling Specifications

We will prepare well drilling specifications for the test well to be drilled at the WWTP site.

i. Draft Drilling Specifications

We will prepare draft drilling specifications for the test well. Pacific Groundwater Group will prepare technical specifications for drilling, developing, and testing the wells. As part of development of specifications, drilling methods and water discharge alternatives will be evaluated. Gray & Osborne will prepare the general requirements sections, the General Conditions and proposal sections. Gray & Osborne will consolidate these

components into draft specifications. Draft specifications will be submitted to the City for review.

ii. **Prepare Final Drilling Specifications**

Draft specifications will be updated based upon City review comments. Final well drilling specifications will be prepared and submitted to the City.

b. **Assist Test Well Permitting**

PGG will coordinate with DOH and Clark County Public Health to complete the well site approval process. If the preferred drilling site is located inside the same quarter-quarter section but outside of the specific point of withdrawal authorized by the City's water right permit, PGG will coordinate with Ecology to modify the permit as necessary.

c. **Provide Bid and Award Assistance**

Assist the City with the bid and award process for the well drilling contract. Participate in a pre-bid walkthrough. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

d. **Provide Construction Support During Well Drilling**

Provide construction support during well drilling, development, and testing. Pacific Groundwater Group will provide on-site oversight of drilling, development, and testing operations. Gray & Osborne will provide construction support consisting of the following:

- Review of submittals
- Response to RFIs and Evaluation/Negotiation of Change Order Requests
- Preparation of Progress Pay Estimates

Pacific Groundwater Group will provide on-site observation of well drilling and will evaluate formation materials, provide screen sizing recommendation, and provide documentation of well test pumping and water quality.

4. **Prepare Summary Report with Recommendations**

PGG will prepare a report summarizing the results of the test well and providing recommendations for the production wells. Gray & Osborne will provide updated cost estimates for development of the production wells.

5. Complete QA/QC Review of Work Products

We will conduct Quality Assurance/Quality Control reviews of the Well Site Selection Report, draft and final well specifications and the Test Well Summary Report.

6. Attend Meetings and Site Visits

Attend meetings with City staff and the contractor. Complete site visits to review existing conditions, the following meetings have been anticipated:

- Project Kick-off Meeting
- Site Selection Memorandum Review Meeting
- Test Well Prebid Meeting
- Test Well Drilling Preconstruction Meeting
- Well Drilling Construction Meeting (1)

Optional Task – Drill Parker’s Landing Test/Production Well

This optional task may be authorized by the City if it determines that it would like to drill a test well large enough to function as a production well at the Parker’s Landing site. For the purposes of developing this scope, we have assumed that the specifications for drilling this well would be included with the specifications for the WWTP test well and a single drilling contractor would drill both wells.

1. Provide Project Management

Provide additional project management for drilling the Parker’s Landing Test/Production Well. This task will include coordinating and managing the schedule and budget for the project team and PGG. The project schedule will be updated and the City will be provided with monthly progress updates.

2. Complete Test Well Design, Permitting, and Construction

a. Prepare Test Well Drilling Specifications

This task will include the additional work to include the Parker’s Landing Test/Production Well in the well drilling specifications.

i. Draft Drilling Specifications

Prepare draft drilling specifications for the Parker’s Landing Well. Pacific Groundwater Group will prepare technical specifications for drilling, developing, and testing the well. As part of development of specifications, drilling methods and water

discharge alternatives will be evaluated. Gray & Osborne will prepare the general requirements sections, the General Conditions and proposal sections. Gray & Osborne will consolidate these components into draft specifications. Draft specifications will be submitted to the City for review.

ii. **Prepare Final Drilling Specifications**

Draft specifications will be updated based upon City review comments. Final well drilling specifications will be prepared and submitted to the City.

b. **Assist Test Well Permitting**

PGG will coordinate with DOH and Clark County Public Health to complete the well site approval process. If the preferred drilling site is located inside the same quarter-quarter section but outside of the specific point of withdrawal authorized by the City's water right permit, PGG will coordinate with Ecology to modify the permit as necessary.

c. **Provide Additional Construction Support During Well Drilling**

Provide construction support during well drilling, development, and testing. Pacific Groundwater Group will provide on-site oversight of drilling, development, and testing operations. Gray & Osborne will provide construction support consisting of the following:

- Review of submittals
- Response to RFIs and Evaluation/Negotiation of Change Order Requests
- Preparation of Progress Pay Estimates

Pacific Groundwater Group will provide on-site observation of well drilling and will evaluate formation materials, provide screen sizing recommendation, and provide documentation of well test pumping and water quality.

3. **Prepare Summary Report with Recommendations**

PGG will prepare a report summarizing the results of the test well and providing recommendations for the production wells. Gray & Osborne will provide updated cost estimates for development of the production wells.

4. Attend Meetings and Site Visits

Attend additional meetings with City staff and the contractor. Complete site visits to review existing conditions, The following meetings have been anticipated:

- Additional Well Drilling Construction Meetings (2)

BUDGET

Based on the Scope of Work described above, the total estimated cost for engineering services as shown in the attached Exhibit "B-1" and "B-2." A summary of the estimated costs as follows:

Parker's Landing and WWTP Well Preliminary Engineering Services	\$105,200
Optional Task – Drill Parker's Landing Test/Production Well	\$47,400
Total Estimated Project Cost	\$152,600

DELIVERABLES

Deliverables will be provided in the following format:

- Reports – three paper copies
- Specifications – three paper copies of each submittal

Electronic files will also be supplied for each deliverable.

PROJECT SCHEDULE

The anticipated project schedule is as follows:

Notice to Proceed	July 1, 2018
Submit Site Alternatives Report	September 1, 2018
Prepare Draft Well Drilling Specifications	October 1, 2018
Prepare Final Well Drilling Specifications	November 1, 2018
Drill Well(s)	January – March 2019

ASSUMPTIONS

The following assumptions have been made in developing this scope of work.

1. All permit fees will be paid by the City.

EXHIBIT "B-1"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Camas
Parker's Landing and WWTP Well Sources Preliminary Engineering Services*

Tasks	Principal Hours	Project Manager Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	AutoCAD Tech Hours
1. Provide Project Management		8					
2. Complete Site Selection Feasibility Analysis							
a. Evaluate Well Site Alternatives	2	4	4				
b. Water System Analysis	4	24	40	4	4	24	16
c. Prepare Summary Report	2	8	16			8	8
3. Complete Test Well Design, Permitting, and Construction							
a. Prepare Test Well Drilling Specifications							
i. Prepare Draft Specifications	1	4	16			4	8
ii. Prepare Final Specifications	1	2	4			2	4
b. Assist with Test Well Permitting							
c. Provide Bid and Award Assistance		4	4				
d. Provide Construction Support During Well Drilling	2	24	16			8	
4. Prepare Summary Report with Recommendations	1	8	8				
5. Complete QA/QC Review	4	4	4				
6. Attend Meetings and Site Visits		30	6				
Hour Estimate:	17	120	118	4	4	46	36
Fully Burdened Billing Rate Range:*	\$116 to \$190	\$110 to \$190	\$99 to \$130	\$103 to \$173	\$106 to \$190	\$83 to \$127	\$44 to \$124
Estimated Fully Burdened Billing Rate:*	\$165	\$160	\$125	\$150	\$155	\$100	\$95
Fully Burdened Labor Cost:	\$2,805	\$19,200	\$14,750	\$600	\$620	\$4,600	\$3,420

Total Fully Burdened Labor Cost:	\$ 45,995
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 696
Subconsultant:	
Pacific Ground Water Group	\$ 53,190
Subconsultant Overhead (10%)	\$ 5,319
TOTAL ESTIMATED COST:	\$ 105,200

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT "B-2"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas
Parker's Landing and WWTP Well Sources Preliminary Engineering Services
Optional Task - Drill Parker's Landing Test/Production Well

Tasks	Principal Hours	Project Manager Hours	Civil Eng. Hours	Engineer-In-Training Hours	AutoCAD Tech Hours
1. Provide Project Management		2			
2. Complete Parker's Landing Well Design, Permitting, and Construction					
a. Prepare Parker's Landing Well Drilling Specifications					
i. Prepare Draft Specifications	1	2	4	2	4
ii. Prepare Final Specifications	1	2	4	1	2
b. Assist with Parkers Landing Well Permitting					
c. Provide Additional Construction Support During Well Drilling	2	16	12	4	
3 Prepare Summary Report with Recommendations	1	2	4		
4 Attend Meetings and Site Visits		12	4		
Hour Estimate:	5	36	28	7	6
Fully Burdened Billing Rate Range:*	\$112 to \$184	\$106 to \$184	\$96 to \$126	\$80 to \$123	\$42 to \$120
Estimated Fully Burdened Billing Rate:*	\$165	\$160	\$125	\$100	\$95
Fully Burdened Labor Cost:	\$825	\$5,760	\$3,500	\$700	\$570

Total Fully Burdened Labor Cost:	\$ 11,355
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 196
Subconsultant:	
Pacific Ground Water Group	\$ 32,590
Subconsultant Overhead (10%)	\$ 3,259
TOTAL ESTIMATED COST:	\$ 47,400

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

PACIFIC groundwater GROUP

June 15, 2018

Gray & Osborne, Inc.
701 Dexter Ave N.,
Seattle, WA 98109

Re: City of Camas Parker's Landing and Wastewater Treatment Well Sources Pre-design Studies, Pacific Groundwater Group Scope of Work and Cost

Attn: Russ Porter, PE

Dear Russ:

This letter summarizes Pacific Groundwater Group's (PGG's) proposed scope of work and cost estimate for assisting the City of Camas (City) with predesign studies for future supply wells at the Parker's Landing and Wastewater Treatment Plant sites. It is our understanding that Gray & Osborne, Inc. (G&O) will be the prime contractor on this project, with PGG providing technical assistance with site selection, well construction, and testing.

SCOPE OF WORK

The following scope of work follows the approach proposed in our team's RFQ response, with an additional task option to install a supply well at the Parker's Landing site based on our conversation with Mike Johnson (G&O) on June 13, 2018.

TASK 1. SITE SELECTION FEASIBILITY ANALYSIS

Our initial task will be to perform a feasibility analysis to identify the preferred drilling locations for a test well under this scope of work, and for future production wells pending insights from test well drilling and testing.

PGG will perform the Site Selection Feasibility Analysis using GIS to overlay pertinent selection criteria including parcel ownership; and proximity to shallow bedrock, the City's existing distribution system, potential water quality threats, and potential groundwater under the influence of surface water (GWI) concerns. Data sources will include assessor's records, published surficial geology maps, driller's well logs, the Department of Ecology's (Ecology's) online Toxics Cleanup Program viewer, and the City's recent Wellhead Protection Plan update. To evaluate proximity to shallow bedrock, PGG will

request that the City provide all reports of geotechnical and other subsurface investigations performed at the Wastewater Treatment Plant. We will also search for geotechnical reports that may have been prepared for the Washington State Department of Transportation for construction of Highway 14, as well as older well records for Georgia Pacific and the City's operations center.

The spatial analysis will also include evaluating specific well locations in the context of the 100-foot sanitary control area required by the Washington State Department of Health (DOH), and the 200-foot offset from surface water that reduces potential for GWI. Where possible, preference will be given to locations where the entire sanitary control area is within property owned by the City so that a variance is not required, although this preference must be balanced against other key considerations. Since there are significantly higher treatment costs for GWI wells, preference will be given to potential well locations that are greater than 200 feet from surface water bodies.

PGG will prepare maps of the Parker's Landing and Wastewater Treatment Plant sites depicting parcel ownership, land use, the City's water supply lines, and environmental facilities. These maps will be used to support discussions with the City and G&O. PGG have assumed that we will attend one internal team meeting, and participate in site visits with the City and G&O to identify other factors that might influence the preferred drilling location recommendations. If the preferred drilling location at Parker's Landing is on Port of Camas/Washougal (Port) property, PGG will attend one additional meeting with the Port to assist the City negotiate access for well development.

The results of the site selection feasibility analysis will be summarized in a report that will include a recommended location for the test well, and sufficient information to identify preferred locations for the final production wells pending insights from test well drilling and testing. The report will also include a discussion of the cost and risk of installing a production well at Parker's Landing without a prior test well (see Optional Task 6).

TASK 2. WATER SYSTEM ANALYSIS

PGG will assist the City and G&O as needed with water system design.

TASK 3. PERMITTING AND TEST WELL CONSTRUCTION

PGG will coordinate with DOH and Clark County Public Health (CCPH) to complete a site review application and obtain approval for the test well location. The City will need to submit the appropriate fees for the site approval application and inspection. As Ecology has already issued the City a water right permit, no preliminary permit will be required. PGG will negotiate with Ecology if the preferred drilling locations are within the same quarter-quarter section, but not at the specific points of withdrawal authorized by the water right permit.

Once the site is approved, PGG will develop technical specifications for test well drilling based on our recommendations and discussion with City Staff. The specifications will

become the basis for the City to solicit bids from qualified well drilling contractors. PGG will provide preliminary drilling cost estimates that the City can incorporate in the bidding process, and we will assist City Staff with selection of a drilling contractor. The selected drilling company will be contracted directly to the City. PGG will act as the City's field representative during the project.

A PGG hydrogeologist will oversee the test well construction and will be present for key portions of the drilling process. Based on the results of drilling, PGG will design a screen assembly for the contractor to install. Once the contractor has placed the screen and successfully exposed it to the target aquifer, PGG will oversee testing, which will include a short-term test at various rates (step-rate test) followed by a longer-term test of up to 24-hours at a constant rate. Water level measurements will be collected by hand and using electronic transducers throughout the testing period. Water quality samples will be collected during the constant-rate test for analysis of inorganic parameters, metals, volatile organic compounds, semi-volatile organic compounds, radionuclides, bacteria, and potentially microscopic particulate analysis (MPA) for potential GWI evaluation.

TASK 4. SUMMARY REPORT WITH RECOMMENDATIONS FOR SUPPLY WELLS

PGG will prepare a report summarizing the installation and testing of the test well that also identifies preferred locations for the final production wells. The report will include analysis of the hydraulic test data, an as-built diagram of the test well, and comparison of water quality results to drinking water standards.

TASK 5. PROJECT MANAGEMENT AND COORDINATION

PGG will prepare and document monthly invoices, manage staff resources, and communicate with G&O and the City throughout the project. In addition to the meetings discussed above, we anticipate up to two additional meetings with City staff. This may include additional communication with the City, Port or other stakeholders, Ecology, DOH, and CCHP beyond what was assumed above.

OPTIONAL TASK 6. PRODUCTION WELL INSTALLATION AT PARKER'S LANDING

Based on our recent conversation with Mike Johnson, we understand that the City may be interested in expediting installation of a supply well at the Parker's Landing or Wastewater Treatment Plant sites. The target aquifer for the new wells occurs in saturated portions of highly-permeable materials deposited by ice-age floods from Glacial Lake Missoula that are underlain by bedrock. Based on our previous experience, bedrock may be shallow in the vicinity of the Wastewater Treatment Plant, which may reduce the saturated thickness of the aquifer at this site and limit well yield. Therefore, it is likely that PGG will recommend drilling the test well at the Wastewater Treatment Plant rather than at Parker's Landing.

Bedrock is anticipated to be deeper at the Parker's Landing site. If this is supported by the findings of Task 1, the City may be willing to accept the risk of installing a production well at Parker's Landing in lieu of a test well at this site in the interest of having a source online in time to meet the anticipated demand schedule. In the event that this approach is consistent with the City's goals, we have included Optional Task 6 in our scope of work. To the extent possible, scope items for Optional Task 6 would be combined with Tasks 3 and 4 for efficiency. For example, efforts to obtain DOH and CCPH site approval for the test well and production well would be combined, and documentation of the test well and production well installation and testing would be combined in a single report.

Task 6a. Permitting and Production Well Installation and Testing

If the City agrees, PGG's coordination with DOH and CCPH to obtain approval for the test well location would also include obtaining approval for the production well location. PGG would expand the technical specifications described in Task 3 to include installation of a production well at Parker's Landing. The specifications would become the basis for the City to solicit bids from well drilling contractors qualified to install both the test well and the production well. PGG would provide preliminary drilling cost estimates that the City can incorporate in the bidding process, and would assist City Staff with selection of a drilling contractor.

Oversight of production well drilling would be provided by PGG. Based on the results of drilling, PGG would design a screen assembly for the contractor to install. The design would be reviewed by the contractor and the City prior to ordering the screen materials. Once the contractor has placed the screen and successfully exposed it to the target aquifer, we would coordinate the development of the well screen to help maximize well efficiency and minimize sand production.

The production well would be tested to meet Ecology's requirements and DOH/CCPH guidelines for supply sources. We anticipate a short-term, step-rate test followed by a 24-hour, constant-rate test. Water level measurements would be collected by hand and using electronic transducers throughout the testing period. If possible, water levels would also be collected for a few days before and after testing. Water quality samples would be collected near the end of the constant-rate test for analysis of the full suite of drinking water parameters required by DOH for source approval, including: inorganic parameters, metals, volatile organic compounds, semi-volatile organic compounds, radiological compounds, bacteria, and potentially MPA to assess GWI potential.

Task 6b. Additional Reporting

PGG would expand the Summary Report described in Task 4 to document installation and testing of the production well at Parker's Landing. In addition to the elements described in Task 4, the report would include analysis of the production well hydraulic test data, an as-built diagram of the production well, and comparison of water quality results to drinking water standards. The report would also include our recommendations for long-term use and maintenance of the well. The content of the production well sections of

the report will be tailored to support the City's and G&O's efforts to obtain source approval from DOH.

Task 6c. Additional Project Management

Additional project management for the optional installation of a production well at Parker's Landing would include scheduling, internal staff coordination, communication with the project team and regulators.

COST ESTIMATE AND TERMS AND CONDITIONS

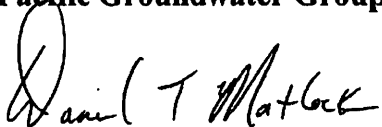
PGG would complete the proposed scope of work described in Tasks 1 through 5 at an estimated cost of \$53,190, and if authorized, we would complete the scope of work described in Optional Task 6 at an additional estimated cost of \$32,590 (Table 1). Our costs will be invoiced monthly, on a time-and-materials basis, in accordance with the attached Terms and Conditions. If unexpected information is encountered that appears to require additional work, PGG will bring them to your attention and seek approval for any added expenditures. The Terms and Conditions are incorporated into our agreement with you, and by your authorization to proceed you are accepting them.

Our professional services will be performed, our findings obtained, and our report prepared in accordance with generally accepted hydrogeologic practices. This warranty is lieu of all other warranties, either expressed or implied.

Please contact Dan Matlock (206-979-3057) or Inger Jackson (206-329-0141 ext. 204) if you have any questions about this scope of work or cost estimate.

Sincerely,

Pacific Groundwater Group



Dan Matlock
Senior Hydrogeologist

Attachments: 2018 Terms and Conditions
Cost Estimate

PGG Camas Scope_v061518.docx

	\$ 60	\$ 120	Hydro. \$ 130	Specialist \$ 140	\$ 175	Production Costs	Direct Costs (1)		Total Costs
									\$ 11,785
geologic, land use, supply line, and environmental data		2	6	2	6	\$ 2,350		\$ -	
for WWT site using surficial geologic maps, WSDOT, and other data		8	8		2	\$ 2,350		\$ -	
supply line, and environmental sites maps		4	2		1	\$ 915		\$ -	
and G&O					8	\$ 1,400	mileage	\$ 230	
well development (primarily Port of C/W)					6	\$ 1,050	mileage	\$ 230	
report with recommendations		4	16		4	\$ 3,260		\$ -	
						\$ -			
									\$ 960
stem design issues as needed			2		4	\$ 960		\$ -	
						\$ -		\$ -	
									\$ 25,115
obtain SCA variances if required from WDOH			12		12	\$ 3,660		\$ -	
withdrawal relative to permit and negotiate (as needed) with Ecology				8	3	\$ 1,645		\$ -	
or bid package and assist with drilling contractor selection		2	20		6	\$ 3,890		\$ -	
			60		12	\$ 9,900	mileage, per diem, equip, WQ samples	\$ 3,000	
tion and testing data		2	16		4	\$ 3,020		\$ -	
Recommendations for Supply Wells									\$ 5,320
		2	24	4	8	\$ 5,320		\$ -	
						\$ -		\$ -	
									\$ 10,010
			4		20	\$ 4,020		\$ -	
			6		12	\$ 2,880	mileage	\$ 460	
ommunication	6		4		10	\$ 2,630	phone, misc.	\$ 20	
Parker's Landing (combined with Tasks 3 and 4 for efficiency where appropriate)									\$ 32,590
ns, and Production Well Installation and Testing						\$ -		\$ -	
variances if required from WDOH			6		6	\$ 1,830		\$ -	
			8		4	\$ 1,740		\$ -	
well			80		12	\$ 12,500	mileage, per diem, equip, WQ samples	\$ 5,000	
struction and testing data		2	16		4	\$ 3,020			
		2	16		4	\$ 3,020		\$ -	
	4		8		24	\$ 5,480		\$ -	
	6	24	180	14	118	\$ 49,250		\$ 3,940	\$ 53,190

2018 PACIFIC GROUNDWATER GROUP TERMS AND CONDITIONS

SCHEDULE OF CHARGES. The schedule establishing fees for Pacific Groundwater Group's services is presented below. A new schedule is issued at the beginning of each year or when otherwise dictated by inflationary changes. Unless other arrangements have been made, charges for all work, including continuing projects initiated in the prior year, will be based on the latest SCHEDULE OF CHARGES in the latest PACIFIC GROUNDWATER GROUP TERMS AND CONDITIONS.

Principal Technical Services	\$175-190/hr.	Travel & Sustenance	Cost plus 10%
Senior Technical Services	\$130-155/hr.	Subcontract and Direct Expense	Cost plus 10%
Associate Technical Services	\$155/hr.	Long Distance and Cellular Phone Expenses	Cost plus 10%
Staff Technical Services	\$120-135/hr.	Xerox & Oversize Copies	\$0.15/b&w \$0.25/color & \$1./sq. ft
Technical Support Services	\$120/hr.	Automobile Mileage	Federal mileage + \$0.05
Legal Support (Preparation, Deposition, Testimony, Travel)	\$275/hr.	Truck Mileage	Federal mileage + \$0.10

PAYMENT, INTEREST, COLLECTION. Invoices will be submitted once per month for service expenses rendered during the prior month. Payment will be due within thirty (30) days of the invoice date. Interest will be added to accounts in arrears at the rate of one and one-half percent (1 - 1 1/2%) of the average for each month of delinquency not to exceed the maximum annual percentage rate allowed by law. All expenses incurred for lien or collecting any delinquent amount, including but not limited to reasonable attorney fees, witness fees, reasonable charges at current billing rates for the time devoted by the Pacific Groundwater Group's personnel, document duplication, organization and storage costs, taxable court costs, travel and subsistence, shall be paid to the Pacific Groundwater Group in addition to the delinquent amount. If at any time, present or future, the State, County, City or Municipality assesses a sales, use, or ad valorem tax upon Pacific Groundwater Group for any of the services, supplies, testing or other work performed by Pacific Groundwater Group and/or its subcontractors under this contract, the client agrees to pay such taxes in addition to, and hold Pacific Groundwater Group harmless from such, or should Pacific Groundwater Group elect to pay such taxes directly, the client agrees to reimburse and indemnify Pacific Groundwater Group in full.

TERMINATION. In the event the client requests termination of the work prior to completion, Pacific Groundwater Group will be paid for all work performed up to the notice of termination and for all expenses incurred or committed to that cannot be canceled. Pacific Groundwater Group also has the right to complete, at the client's expense, the analysis and records necessary to so order the work as to protect our professional reputation. A termination charge may also be made to cover the preparation and administrative costs related to the work. Charges will include all reasonable expenses incurred, and time for Pacific Groundwater Group's personnel, charged at the current rates.

CLIENT FURNISHED INFORMATION. The client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried structures or utilities. Pacific Groundwater Group will not be held liable for damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.), nor to injury to persons arising from damage to subterranean structures, which are not called to our attention and correctly shown on the plans furnished to Pacific Groundwater Group in connection with the work performed by Pacific Groundwater Group. The client agrees to indemnify and hold harmless Pacific Groundwater Group for any and all incorrect or omitted location information to the extent and terms provided in the paragraph entitled "INDEMNIFICATION."

RIGHT OF ENTRY. Unless otherwise agreed, Pacific Groundwater Group will be furnished right-of-entry on the land to make planned borings, surveys and other explorations. Pacific Groundwater Group will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost of restoration of damage which may result from work as outlined in this contract. If Pacific Groundwater Group is required to restore the property to its former condition, the cost of such restoration will be estimated. The additional sum will be agreed upon in writing between Pacific Groundwater Group and the client, and added to the original fee.

SAMPLE RETENTION. Due to the expense of storage costs and limited storage life of samples, Pacific Groundwater Group will discard samples sixty (60) days after submission of the report unless arrangements are made for repackaging and storage fees. Alternatively, at the client's request, the samples will be delivered to the client at the client's expense. All samples containing hazardous materials will be returned to the client, at the client's expense, subsequent to use.

OWNERSHIP OF DOCUMENTS. Any documentary report or tangible item developed and furnished under this agreement is intended solely for the purpose of communicating and transferring tangible information relating to professional services. All designs, drawings, specifications, notes, data samples, materials, report reproductions, and other works developed by Pacific Groundwater Group, are instruments of service and, as such, remain the property of Pacific Groundwater Group. The client agrees to hold harmless and indemnify Pacific Groundwater Group against all claims, demands, losses, penalties, or damages, including reasonable attorney's fees, arising use of these documents on extensions of this project or any other project without the written permission of Pacific Groundwater Group.

INSURANCE. Pacific Groundwater Group maintains Worker's Compensation for its employees as required by State law. Pacific Groundwater Group is protected by Public Liability Insurance to a maximum of \$1,000,000 combined single limits, for bodily injury and property damage liability, and will furnish certificates thereof upon request. Within the limits of said insurance, Pacific Groundwater Group agrees to hold the client harmless from and against loss, damage, injury or liability arising directly from negligent acts committed by Pacific Groundwater Group, its employees, agents, subcontractors and subcontractors' employees and agents.

INDEMNIFICATION. To the fullest extent permitted by law, the client agrees to defend, indemnify and hold Pacific Groundwater Group, including but not limited to Pacific Groundwater Group's agents, employees, subcontractors and subcontractors' employees, agents and subcontractors, harmless from and against any and all claims, associated defense costs (including reasonable attorney's fees) damages and other liabilities arising out of or in any way related to Pacific Groundwater Group's work on the project. The client shall indemnify Pacific Groundwater Group against liability for damages caused by or resulting from the concurrent negligence of (a) the client, its agents, employees, subcontractors and subcontractors' employees, agents and subcontractors, and (b) Pacific Groundwater Group, and its agents, employees, subcontractors and subcontractors' employees, agents only to the extent of the client's negligence or the negligence of the clients' agents, employees, subcontractors and subcontractors' employees, agents and subcontractors.

LIMITATION OF LIABILITY. With the exception of claims covered by Pacific Groundwater Group's insurance, as provided in the paragraph entitled "INSURANCE" above, and notwithstanding any other term or condition hereof to the contrary, Pacific Groundwater Group's liability under this contract shall, under no circumstances exceed \$50,000 or the total of the fees paid by the Client to Pacific Groundwater Group under the attached scope of work and contract, whichever is greater.

STANDARD OF CARE. Pacific Groundwater Group agrees to provide the client, for its sole benefit and exclusive use, the consulting services set forth in Pacific Groundwater Group's attached proposal. Pacific Groundwater Group's services shall be performed in accordance with generally accepted practices in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed.

HAZARDOUS SUBSTANCES AND CONDITIONS. The client recognizes that Pacific Groundwater Group's services do not include generating, storing, transporting, or disposing of substances considered to be hazardous and requiring permits under Federal, State or local environmental laws. The client warrants that if it knows or suspects that hazardous substances may exist on the property, the client has so informed Pacific Groundwater Group.

UNFORESEEN OCCURRENCES. If any unforeseen conditions or occurrences, including but not limited to hazardous substances or pollutants, are encountered which, in Pacific Groundwater Group's sole judgment, significantly affect the recommended scope of work, Pacific Groundwater Group will promptly notify the client. After such notification, Pacific Groundwater Group will complete its original scope of work, if appropriate, or agree with the client to modify the agreement, or to terminate the work pursuant to the termination clause listed above.

SUBSURFACE RISKS AND SITE DAMAGE. The client recognizes that special risks occur and "guarantees" cannot be expected whenever professional consulting services are applied in evaluating subsurface conditions. Pacific Groundwater Group cannot eliminate these risks altogether, but can apply professional techniques to reduce the risks to a level considered tolerable and the client agrees to accept that level of risk. The client recognizes that the use of exploration and test equipment may unavoidably damage or alter the property surface or subsurface and the client agrees to assume responsibility for such unavoidable damages or alterations. Further, the client assumes responsibility for personal or property damage due to interference with subterranean structures, including but not limited to subsurface pipes, tanks and utility lines, that are not called to Pacific Groundwater Group's attention in writing or correctly as shown on plans provided by the client.

INTERPRETATIONS AND TIME BAR TO LEGAL ACTION. Interpretations and enforcement of this agreement shall be governed by the laws of the State of Washington. All legal actions by either party to this contract against the other, related to this agreement or any addendum to it, shall be barred after two years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after four years have passed from the date by which Pacific Groundwater Group completes its services.

SEVERABILITY AND SURVIVAL. Any element of this agreement later held to violate a law shall be deemed void and all remaining provisions shall continue in force. However the client and Pacific Groundwater Group will, in good faith, attempt to replace any invalid or unenforceable provision with another provision that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this agreement allocating liability between the client and Pacific Groundwater Group shall survive the completion of the services hereunder and the termination of this agreement.

PRECEDENCE. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document, regarding Pacific Groundwater Group's services
rev: 1/2001

EXHIBIT "C"

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 15, 2019**

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 48.00	to	\$126.00
Electrical Engineer	\$113.00	to	\$190.00
Structural Engineer	\$106.00	to	\$167.00
Environmental Technician/Specialist	\$ 81.00	to	\$116.00
Engineer-In-Training	\$ 81.00	to	\$126.00
Civil Engineer	\$103.00	to	\$129.00
Project Engineer	\$113.00	to	\$145.00
Project Manager	\$119.00	to	\$190.00
Principal-in-Charge	\$129.00	to	\$190.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 81.00	to	\$142.00
Field Survey (2 Person)***	\$166.00	to	\$213.00
Field Survey (3 Person)***	\$258.00	to	\$293.00
Professional Land Surveyor	\$113.00	to	\$145.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

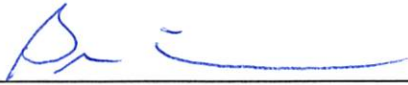
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.54 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT "D"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Brian L. Sourwine, P.E., Principal
Gray & Osborne, Inc.

7/27/18
Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration System for Award Management website: www.sam.gov.

EXHIBIT “A”

SCOPE OF WORK

CITY OF CAMAS PARKER’S LANDING AND WWTP WELL SOURCES PRELIMINARY ENGINEERING SERVICES

PROJECT OVERVIEW

The City of Camas would like to develop two new water supply wells. The City has obtained water rights for these wells and they are to be located near Parker’s Landing and the WWTP site. The City would like to identify the optimum locations for these two wells when considering land use, land ownership, access, proximity to existing water transmission infrastructure, and anticipated water quality and quantity. Based on the results of this analysis, the City would like to drill a test well to confirm well capacity and water quality. Due to the greater uncertainties regarding proximity to shallow bedrock, it is anticipated that the test well would be drilled at the WWTP site. In order to expedite the potential schedule for development for the wells, the City may also consider drilling a test well large enough function as a production well at the Parker’s Landing site. An optional task for this work has been provided.

SCOPE OF WORK

Gray & Osborne, with the assistance of our subconsultant Pacific Groundwater Group (PGG), has prepared the following scope of work for this project. The proposed scope of work to be completed by PGG is attached.

1. Provide Project Management

Provide project management of the project. This task will include coordinating and managing the required resources and the schedule and budget for the project team, including Pacific Groundwater Group. A detailed project schedule will be developed and the City will be provided with monthly progress updates.

2. Complete Site Selection Feasibility Analysis

a. Evaluate Well Site Alternatives

This subtask will be led by Pacific Groundwater Group. Our team will gather information about the area for the potential well sites. We will overlay available information on parcel ownership, proximity to shallow bedrock, the City’s existing water distribution system, potential water quality threats, and potential GWI concerns onto a GIS base map to help identify the preferred location for potential test and/or production wells.

Details of this subtask are provided in the PGG scope of work. Gray & Osborne will assist with providing information about the City's water distribution and transmission system and provide technical oversight for this subtask.

b. Water System Analysis

Gray & Osborne will evaluate the potential well sites with respect to the City's existing water transmission and distribution system. We will identify the infrastructure that will need to be constructed to connect the new wells to the City's existing water system. We will use the City's water model to identify any improvements necessary to the City's existing water transmission and distribution system to convey water from the new wells to the areas where it is needed. As part of this analysis we will also evaluate the optimum location for chlorination and fluoridation of water from these wells. Alternatives that will be considered include construction of treatment facilities at each well, construction of a treatment facility serving both wells at one of the wells, or modification of the existing Washougal Wellfield treatment facilities. Preliminary cost estimates will be developed for each alternative and a decision matrix will be used to assist with determination of the preferred alternative based on both cost and non-cost factors.

c. Prepare Summary Report

We will prepare a summary report documenting the findings of the Site Selection Feasibility Analysis including the findings of the well site alternatives and water system analysis. The report will describe the recommended alternatives and estimated costs for developing the new wells.

3. Complete Test Well Design, Permitting, and Construction

a. Prepare Test Well Drilling Specifications

We will prepare well drilling specifications for the test well to be drilled at the WWTP site.

i. Draft Drilling Specifications

We will prepare draft drilling specifications for the test well. Pacific Groundwater Group will prepare technical specifications for drilling, developing, and testing the wells. As part of development of specifications, drilling methods and water discharge alternatives will be evaluated. Gray & Osborne will

prepare the general requirements sections, the General Conditions and proposal sections. Gray & Osborne will consolidate these components into draft specifications. Draft specifications will be submitted to the City for review.

ii. Prepare Final Drilling Specifications

Draft specifications will be updated based upon City review comments. Final well drilling specifications will be prepared and submitted to the City.

b. Assist Test Well Permitting

PGG will coordinate with DOH and Clark County Public Health to complete the well site approval process. If the preferred drilling site is located inside the same quarter-quarter section but outside of the specific point of withdrawal authorized by the City's water right permit, PGG will coordinate with Ecology to modify the permit as necessary.

c. Provide Bid and Award Assistance

Assist the City with the bid and award process for the well drilling contract. Participate in a pre-bid walkthrough. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

d. Provide Construction Support During Well Drilling

Provide construction support during well drilling, development, and testing. Pacific Groundwater Group will provide on-site oversight of drilling, development, and testing operations. Gray & Osborne will provide construction support consisting of the following:

- Review of submittals
- Response to RFIs and Evaluation/Negotiation of Change Order Requests
- Preparation of Progress Pay Estimates

Pacific Groundwater Group will provide on-site observation of well drilling and will evaluate formation materials, provide screen sizing recommendation, and provide documentation of well test pumping and water quality.

4. Prepare Summary Report with Recommendations

PGG will prepare a report summarizing the results of the test well and providing recommendations for the production wells. Gray & Osborne will provide updated cost estimates for development of the production wells.

5. Complete QA/QC Review of Work Products

We will conduct Quality Assurance/Quality Control reviews of the Well Site Selection Report, draft and final well specifications and the Test Well Summary Report.

6. Attend Meetings and Site Visits

Attend meetings with City staff and the contractor. Complete site visits to review existing conditions, The following meetings have been anticipated:

- Project Kick-off Meeting
- Site Selection Memorandum Review Meeting
- Test Well Prebid Meeting
- Test Well Drilling Preconstruction Meeting
- Well Drilling Construction Meeting (1)

Optional Task – Drill Parker’s Landing Test/Production Well

This optional task may be authorized by the City if it determines that is would like to drill a test well large enough to function as a production well at the Parker’s Landing site. For the purposes of developing this scope, we have assumed that the specifications for drilling this well would be included with the specifications for the WWTP test well and a single drilling contractor would drill both wells.

1. Provide Project Management

Provide additional project management for drilling the Parker’s Landing Test/Production Well. This task will include coordinating and managing the schedule and budget for the project team and PGG. The project schedule will be updated and the City will be provided with monthly progress updates.

2. Complete Test Well Design, Permitting, and Construction

a. Prepare Test Well Drilling Specifications

This task will include the additional work to include the Parker’s Landing Test/Production Well in the well drilling specifications.

i. Draft Drilling Specifications

Prepare draft drilling specifications for the Parker's Landing Well. Pacific Groundwater Group will prepare technical specifications for drilling, developing, and testing the well. As part of development of specifications, drilling methods and water discharge alternatives will be evaluated. Gray & Osborne will prepare the general requirements sections, the General Conditions and proposal sections. Gray & Osborne will consolidate these components into draft specifications. Draft specifications will be submitted to the City for review.

ii. Prepare Final Drilling Specifications

Draft specifications will be updated based upon City review comments. Final well drilling specifications will be prepared and submitted to the City.

b. Assist Test Well Permitting

PGG will coordinate with DOH and Clark County Public Health to complete the well site approval process. If the preferred drilling site is located inside the same quarter-quarter section but outside of the specific point of withdrawal authorized by the City's water right permit, PGG will coordinate with Ecology to modify the permit as necessary.

c. Provide Additional Construction Support During Well Drilling

Provide construction support during well drilling, development, and testing. Pacific Groundwater Group will provide on-site oversight of drilling, development, and testing operations. Gray & Osborne will provide construction support consisting of the following:

- Review of submittals
- Response to RFIs and Evaluation/Negotiation of Change Order Requests
- Preparation of Progress Pay Estimates

Pacific Groundwater Group will provide on-site observation of well drilling and will evaluate formation materials, provide screen sizing recommendation, and provide documentation of well test pumping and water quality.

3. Prepare Summary Report with Recommendations

PGG will prepare a report summarizing the results of the test well and providing recommendations for the production wells. Gray & Osborne will provide updated cost estimates for development of the production wells.

4. Attend Meetings and Site Visits

Attend additional meetings with City staff and the contractor. Complete site visits to review existing conditions, The following meetings have been anticipated:

- Additional Well Drilling Construction Meetings (2)

BUDGET

Based on the Scope of Work described above, the total estimated cost for engineering services as shown in the attached Exhibit “B-1” and “B-2.” A summary of the estimated costs as follows:

Parker’s Landing and WWTP Well Preliminary Engineering Services	\$105,200
Optional Task – Drill Parker’s Landing Test/Production Well	\$47,400
Total Estimated Project Cost	\$152,600

DELIVERABLES

Deliverables will be provided in the following format:

- Reports – three paper copies
- Specifications – three paper copies of each submittal

Electronic files will also be supplied for each deliverable.

PROJECT SCHEDULE

The anticipated project schedule is as follows:

Notice to Proceed	July 1, 2018
Submit Site Alternatives Report	September 1, 2018
Prepare Draft Well Drilling Specifications	October 1, 2018
Prepare Final Well Drilling Specifications	November 1, 2018
Drill Well(s)	January – March 2019

ASSUMPTIONS

The following assumptions have been made in developing this scope of work.

1. All permit fees will be paid by the City.

EXHIBIT "B-1"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Camas
Parker's Landing and WWTP Well Sources Preliminary Engineering Services*

Tasks	Principal Hours	Project Manager Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	AutoCAD Tech Hours
1. Provide Project Management		8					
2. Complete Site Selection Feasibility Analysis							
a. Evaluate Well Site Alternatives	2	4	4				
b. Water System Analysis	4	24	40	4	4	24	16
c. Prepare Summary Report	2	8	16			8	8
3. Complete Test Well Design, Permitting, and Construction							
a. Prepare Test Well Drilling Specifications							
i. Prepare Draft Specifications	1	4	16			4	8
ii. Prepare Final Specifications	1	2	4			2	4
b. Assist with Test Well Permitting							
c. Provide Bid and Award Assistance		4	4				
d. Provide Construction Support During Well Drilling	2	24	16			8	
4. Prepare Summary Report with Recommendations	1	8	8				
5. Complete QA/QC Review	4	4	4				
6. Attend Meetings and Site Visits		30	6				
Hour Estimate:	17	120	118	4	4	46	36
Fully Burdened Billing Rate Range:*	\$116 to \$190	\$110 to \$190	\$99 to \$130	\$103 to \$173	\$106 to \$190	\$83 to \$127	\$44 to \$124
Estimated Fully Burdened Billing Rate:*	\$165	\$160	\$125	\$150	\$155	\$100	\$95
Fully Burdened Labor Cost:	\$2,805	\$19,200	\$14,750	\$600	\$620	\$4,600	\$3,420

Total Fully Burdened Labor Cost: \$ 45,995

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ current IRS rate) \$ 696

Subconsultant:

 Pacific Ground Water Group \$ 53,190

 Subconsultant Overhead (10%) \$ 5,319

TOTAL ESTIMATED COST: \$ 105,200

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT "B-2"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas

*Parker's Landing and WWTP Well Sources Preliminary Engineering Services
Optional Task - Drill Parker's Landing Test/Production Well*

Tasks	Principal Hours	Project Manager Hours	Civil Eng. Hours	Engineer-In-Training Hours	AutoCAD Tech Hours
1. Provide Project Management		2			
2. Complete Parker's Landing Well Design, Permitting, and Construction					
a. Prepare Parker's Landing Well Drilling Specifications					
i. Prepare Draft Specifications	1	2	4	2	4
ii. Prepare Final Specifications	1	2	4	1	2
b. Assist with Parkers Landing Well Permitting					
c. Provide Additional Construction Support During Well Drilling	2	16	12	4	
3 Prepare Summary Report with Recommendations	1	2	4		
4 Attend Meetings and Site Visits		12	4		
Hour Estimate:	5	36	28	7	6
Fully Burdened Billing Rate Range:*	\$112 to \$184	\$106 to \$184	\$96 to \$126	\$80 to \$123	\$42 to \$120
Estimated Fully Burdened Billing Rate:*	\$165	\$160	\$125	\$100	\$95
Fully Burdened Labor Cost:	\$825	\$5,760	\$3,500	\$700	\$570

Total Fully Burdened Labor Cost:	\$ 11,355
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 196
Subconsultant:	
Pacific Ground Water Group	\$ 32,590
Subconsultant Overhead (10%)	\$ 3,259
TOTAL ESTIMATED COST:	\$ 47,400

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

June 15, 2018

Gray & Osborne, Inc.
701 Dexter Ave N.,
Seattle, WA 98109

Re: City of Camas Parker's Landing and Wastewater Treatment Well Sources Pre-design Studies, Pacific Groundwater Group Scope of Work and Cost

Attn: Russ Porter, PE

Dear Russ:

This letter summarizes Pacific Groundwater Group's (PGG's) proposed scope of work and cost estimate for assisting the City of Camas (City) with predesign studies for future supply wells at the Parker's Landing and Wastewater Treatment Plant sites. It is our understanding that Gray & Osborne, Inc. (G&O) will be the prime contractor on this project, with PGG providing technical assistance with site selection, well construction, and testing.

SCOPE OF WORK

The following scope of work follows the approach proposed in our team's RFQ response, with an additional task option to install a supply well at the Parker's Landing site based on our conversation with Mike Johnson (G&O) on June 13, 2018.

TASK 1. SITE SELECTION FEASIBILITY ANALYSIS

Our initial task will be to perform a feasibility analysis to identify the preferred drilling locations for a test well under this scope of work, and for future production wells pending insights from test well drilling and testing.

PGG will perform the Site Selection Feasibility Analysis using GIS to overlay pertinent selection criteria including parcel ownership; and proximity to shallow bedrock, the City's existing distribution system, potential water quality threats, and potential groundwater under the influence of surface water (GWI) concerns. Data sources will include assessor's records, published surficial geology maps, driller's well logs, the Department of Ecology's (Ecology's) online Toxics Cleanup Program viewer, and the City's recent Wellhead Protection Plan update. To evaluate proximity to shallow bedrock, PGG will

request that the City provide all reports of geotechnical and other subsurface investigations performed at the Wastewater Treatment Plant. We will also search for geotechnical reports that may have been prepared for the Washington State Department of Transportation for construction of Highway 14, as well as older well records for Georgia Pacific and the City's operations center.

The spatial analysis will also include evaluating specific well locations in the context of the 100-foot sanitary control area required by the Washington State Department of Health (DOH), and the 200-foot offset from surface water that reduces potential for GWI. Where possible, preference will be given to locations where the entire sanitary control area is within property owned by the City so that a variance is not required, although this preference must be balanced against other key considerations. Since there are significantly higher treatment costs for GWI wells, preference will be given to potential well locations that are greater than 200 feet from surface water bodies.

PGG will prepare maps of the Parker's Landing and Wastewater Treatment Plant sites depicting parcel ownership, land use, the City's water supply lines, and environmental facilities. These maps will be used to support discussions with the City and G&O. PGG have assumed that we will attend one internal team meeting, and participate in site visits with the City and G&O to identify other factors that might influence the preferred drilling location recommendations. If the preferred drilling location at Parker's Landing is on Port of Camas/Washougal (Port) property, PGG will attend one additional meeting with the Port to assist the City negotiate access for well development.

The results of the site selection feasibility analysis will be summarized in a report that will include a recommended location for the test well, and sufficient information to identify preferred locations for the final production wells pending insights from test well drilling and testing. The report will also include a discussion of the cost and risk of installing a production well at Parker's Landing without a prior test well (see Optional Task 6).

TASK 2. WATER SYSTEM ANALYSIS

PGG will assist the City and G&O as needed with water system design.

TASK 3. PERMITTING AND TEST WELL CONSTRUCTION

PGG will coordinate with DOH and Clark County Public Health (CCPH) to complete a site review application and obtain approval for the test well location. The City will need to submit the appropriate fees for the site approval application and inspection. As Ecology has already issued the City a water right permit, no preliminary permit will be required. PGG will negotiate with Ecology if the preferred drilling locations are within the same quarter-quarter section, but not at the specific points of withdrawal authorized by the water right permit.

Once the site is approved, PGG will develop technical specifications for test well drilling based on our recommendations and discussion with City Staff. The specifications will

become the basis for the City to solicit bids from qualified well drilling contractors. PGG will provide preliminary drilling cost estimates that the City can incorporate in the bidding process, and we will assist City Staff with selection of a drilling contractor. The selected drilling company will be contracted directly to the City. PGG will act as the City's field representative during the project.

A PGG hydrogeologist will oversee the test well construction and will be present for key portions of the drilling process. Based on the results of drilling, PGG will design a screen assembly for the contractor to install. Once the contractor has placed the screen and successfully exposed it to the target aquifer, PGG will oversee testing, which will include a short-term test at various rates (step-rate test) followed by a longer-term test of up to 24-hours at a constant rate. Water level measurements will be collected by hand and using electronic transducers throughout the testing period. Water quality samples will be collected during the constant-rate test for analysis of inorganic parameters, metals, volatile organic compounds, semi-volatile organic compounds, radionuclides, bacteria, and potentially microscopic particulate analysis (MPA) for potential GWI evaluation.

TASK 4. SUMMARY REPORT WITH RECOMMENDATIONS FOR SUPPLY WELLS

PGG will prepare a report summarizing the installation and testing of the test well that also identifies preferred locations for the final production wells. The report will include analysis of the hydraulic test data, an as-built diagram of the test well, and comparison of water quality results to drinking water standards.

TASK 5. PROJECT MANAGEMENT AND COORDINATION

PGG will prepare and document monthly invoices, manage staff resources, and communicate with G&O and the City throughout the project. In addition to the meetings discussed above, we anticipate up to two additional meetings with City staff. This may include additional communication with the City, Port or other stakeholders, Ecology, DOH, and CCHP beyond what was assumed above.

OPTIONAL TASK 6. PRODUCTION WELL INSTALLATION AT PARKER'S LANDING

Based on our recent conversation with Mike Johnson, we understand that the City may be interested in expediting installation of a supply well at the Parker's Landing or Wastewater Treatment Plant sites. The target aquifer for the new wells occurs in saturated portions of highly-permeable materials deposited by ice-age floods from Glacial Lake Missoula that are underlain by bedrock. Based on our previous experience, bedrock may be shallow in the vicinity of the Wastewater Treatment Plant, which may reduce the saturated thickness of the aquifer at this site and limit well yield. Therefore, it is likely that PGG will recommend drilling the test well at the Wastewater Treatment Plant rather than at Parker's Landing.

Bedrock is anticipated to be deeper at the Parker's Landing site. If this is supported by the findings of Task 1, the City may be willing to accept the risk of installing a production well at Parker's Landing in lieu of a test well at this site in the interest of having a source online in time to meet the anticipated demand schedule. In the event that this approach is consistent with the City's goals, we have included Optional Task 6 in our scope of work. To the extent possible, scope items for Optional Task 6 would be combined with Tasks 3 and 4 for efficiency. For example, efforts to obtain DOH and CCPH site approval for the test well and production well would be combined, and documentation of the test well and production well installation and testing would be combined in a single report.

Task 6a. Permitting and Production Well Installation and Testing

If the City agrees, PGG's coordination with DOH and CCPH to obtain approval for the test well location would also include obtaining approval for the production well location. PGG would expand the technical specifications described in Task 3 to include installation of a production well at Parker's Landing. The specifications would become the basis for the City to solicit bids from well drilling contractors qualified to install both the test well and the production well. PGG would provide preliminary drilling cost estimates that the City can incorporate in the bidding process, and would assist City Staff with selection of a drilling contractor.

Oversight of production well drilling would be provided by PGG. Based on the results of drilling, PGG would design a screen assembly for the contractor to install. The design would be reviewed by the contractor and the City prior to ordering the screen materials. Once the contractor has placed the screen and successfully exposed it to the target aquifer, we would coordinate the development of the well screen to help maximize well efficiency and minimize sand production.

The production well would be tested to meet Ecology's requirements and DOH/CCPH guidelines for supply sources. We anticipate a short-term, step-rate test followed by a 24-hour, constant-rate test. Water level measurements would be collected by hand and using electronic transducers throughout the testing period. If possible, water levels would also be collected for a few days before and after testing. Water quality samples would be collected near the end of the constant-rate test for analysis of the full suite of drinking water parameters required by DOH for source approval, including: inorganic parameters, metals, volatile organic compounds, semi-volatile organic compounds, radiological compounds, bacteria, and potentially MPA to assess GWI potential.

Task 6b. Additional Reporting

PGG would expand the Summary Report described in Task 4 to document installation and testing of the production well at Parker's Landing. In addition to the elements described in Task 4, the report would include analysis of the production well hydraulic test data, an as-built diagram of the production well, and comparison of water quality results to drinking water standards. The report would also include our recommendations for long-term use and maintenance of the well. The content of the production well sections of

the report will be tailored to support the City's and G&O's efforts to obtain source approval from DOH.

Task 6c. Additional Project Management

Additional project management for the optional installation of a production well at Parker's Landing would include scheduling, internal staff coordination, communication with the project team and regulators.

COST ESTIMATE AND TERMS AND CONDITIONS

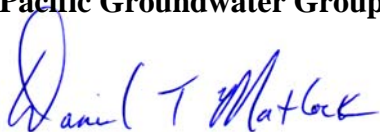
PGG would complete the proposed scope of work described in Tasks 1 through 5 at an estimated cost of \$53,190, and if authorized, we would complete the scope of work described in Optional Task 6 at an additional estimated cost of \$32,590 (Table 1). Our costs will be invoiced monthly, on a time-and-materials basis, in accordance with the attached Terms and Conditions. If unexpected information is encountered that appears to require additional work, PGG will bring them to your attention and seek approval for any added expenditures. The Terms and Conditions are incorporated into our agreement with you, and by your authorization to proceed you are accepting them.

Our professional services will be performed, our findings obtained, and our report prepared in accordance with generally accepted hydrogeologic practices. This warranty is lieu of all other warranties, either expressed or implied.

Please contact Dan Matlock (206-979-3057) or Inger Jackson (206-329-0141 ext. 204) if you have any questions about this scope of work or cost estimate.

Sincerely,

Pacific Groundwater Group



Dan Matlock
Senior Hydrogeologist

Attachments: 2018 Terms and Conditions
Cost Estimate

PGG Camas Scope_v061518.docx

Table 1. PGG Cost Estimate for Camas Parker's Landing and Wastewater Treatment Plant Supply Wells Predesign Studies
JM9702.24
6/14/2018

Task #	Subtask Description	Admin	Staff/GIS	Senior Hydro.	Permit Specialist	Principal	PGG Staff Costs	Direct Costs (1)		Total Costs
		\$ 60	\$ 120	\$ 130	\$ 140	\$ 175				
1	Site Selection Feasibility Analysis									\$ 11,785
	a		2	6	2	6	\$ 2,350		\$ -	
	b		8	8		2	\$ 2,350		\$ -	
	c		4	2		1	\$ 915		\$ -	
	d					8	\$ 1,400	mileage	\$ 230	
	e					6	\$ 1,050	mileage	\$ 230	
	f		4	16		4	\$ 3,260		\$ -	
							\$ -			
2	Water System Analysis									\$ 960
	a			2		4	\$ 960		\$ -	
							\$ -		\$ -	
3	Permitting and Test Well Construction									\$ 25,115
	a			12		12	\$ 3,660		\$ -	
	b				8	3	\$ 1,645		\$ -	
	b		2	20		6	\$ 3,890		\$ -	
	c			60		12	\$ 9,900	mileage, per diem, equip, WQ samples	\$ 3,000	
	d		2	16		4	\$ 3,020		\$ -	
4	Prepare Phase 1 Summary Reports with Recommendations for Supply Wells									\$ 5,320
	a		2	24	4	8	\$ 5,320		\$ -	
							\$ -		\$ -	
5	Project Management and Coordination									\$ 10,010
	a			4		20	\$ 4,020		\$ -	
	b			6		12	\$ 2,880	mileage	\$ 460	
	c	6		4		10	\$ 2,630	phone, misc.	\$ 20	
6	Optional Production Well Installation at Parker's Landing (combined with Tasks 3 and 4 for efficiency where appropriate)									\$ 32,590
	a						\$ -		\$ -	
	i. Site Review Forms and SCA variances if required from WDOH			6		6	\$ 1,830		\$ -	
	ii. Technical Specifications			8		4	\$ 1,740		\$ -	
	iii. Install and test Production Well			80		12	\$ 12,500	mileage, per diem, equip, WQ samples	\$ 5,000	
	iv. Reduce and analyzed well construction and testing data		2	16		4	\$ 3,020			
	b		2	16		4	\$ 3,020		\$ -	
	c	4		8		24	\$ 5,480		\$ -	
Totals										
	For Tasks 1 through 5	6	24	180	14	118	\$ 49,250		\$ 3,940	\$ 53,190
	For Tasks 1 through 5, plus Optional Task 6	10	28	314	14	172	\$ 76,840		\$ 8,940	\$ 85,780

Notes:
(1) Includes 10% markup.



2018 PACIFIC GROUNDWATER GROUP TERMS AND CONDITIONS

SCHEDULE OF CHARGES. The schedule establishing fees for Pacific Groundwater Group's services is presented below. A new schedule is issued at the beginning of each year or when otherwise dictated by inflationary changes. Unless other arrangements have been made, charges for all work, including continuing projects initiated in the prior year, will be based on the latest SCHEDULE OF CHARGES in the latest PACIFIC GROUNDWATER GROUP TERMS AND CONDITIONS.

Principal Technical Services	\$175-190/hr.	Travel & Sustenance	Cost plus 10%
Senior Technical Services	\$130-155/hr.	Subcontract and Direct Expense	Cost plus 10%
Associate Technical Services	\$155/hr.	Long Distance and Cellular Phone Expenses	Cost plus 10%
Staff Technical Services	\$120-135/hr.	Xerox & Oversize Copies	\$0.15/b&w \$0.25/color & \$1/sq. ft
Technical Support Services	\$120/hr.	Automobile Mileage	Federal mileage + \$0.05
Legal Support (Preparation, Deposition, Testimony, Travel)	\$275/hr.	Truck Mileage	Federal mileage + \$0.10

PAYMENT, INTEREST, COLLECTION. Invoices will be submitted once per month for service expenses rendered during the prior month. Payment will be due within thirty (30) days of the invoice date. Interest will be added to accounts in arrears at the rate of one and one-half percent (1-1 1/2%) of the average for each month of delinquency not to exceed the maximum annual percentage rate allowed by law. All expenses incurred for liening or collecting any delinquent amount, including but not limited to reasonable attorney fees, witness fees, reasonable charges at current billing rates for the time devoted by the Pacific Groundwater Group's personnel, document duplication, organization and storage costs, taxable court costs, travel and subsistence, shall be paid to the Pacific Groundwater Group in addition to the delinquent amount. If at any time, present or future, the State, County, City or Municipality assesses a sales, use, or ad valorem tax upon Pacific Groundwater Group for any of the services, supplies, testing or other work performed by Pacific Groundwater Group and/or its subcontractors under this contract, the client agrees to pay such taxes in addition to, and hold Pacific Groundwater Group harmless from such, or should Pacific Groundwater Group elect to pay such taxes directly, the client agrees to reimburse and indemnify Pacific Groundwater Group in full.

TERMINATION. In the event the client requests termination of the work prior to completion, Pacific Groundwater Group will be paid for all work performed up to the notice of termination and for all expenses incurred or committed to that cannot be canceled. Pacific Groundwater Group also has the right to complete, at the client's expense, the analysis and records necessary to so order the work as to protect our professional reputation. A termination charge may also be made to cover the preparation and administrative costs related to the work. Charges will include all reasonable expenses incurred, and time for Pacific Groundwater Group's personnel, charged at the current rates.

CLIENT FURNISHED INFORMATION. The client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried structures or utilities. Pacific Groundwater Group will not be held liable for damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.), nor to injury to persons arising from damage to subterranean structures, which are not called to our attention and correctly shown on the plans furnished to Pacific Groundwater Group in connection with the work performed by Pacific Groundwater Group. The client agrees to indemnify and hold harmless Pacific Groundwater Group for any and all incorrect or omitted location information to the extent and terms provided in the paragraph entitled "INDEMNIFICATION."

RIGHT OF ENTRY. Unless otherwise agreed, Pacific Groundwater Group will be furnished right of entry on the land to make planned borings, surveys and other explorations. Pacific Groundwater Group will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost of restoration of damage which may result from work as outlined in this contract. If Pacific Groundwater Group is required to restore the property to its former condition, the cost of such restoration will be estimated. The additional sum will be agreed upon in writing between Pacific Groundwater Group and the client, and added to the original fee.

SAMPLE RETENTION. Due to the expense of storage costs and limited storage life of samples, Pacific Groundwater Group will discard samples sixty (60) days after submission of the report unless arrangements are made for repackaging and storage fees. Alternatively, at the client's request, the samples will be delivered to the client at the client's expense. All samples containing hazardous materials will be returned to the client, at the client's expense, subsequent to use.

OWNERSHIP OF DOCUMENTS. Any documentary report or tangible item developed and furnished under this agreement is intended solely for the purpose of communicating and transferring tangible information relating to professional services. All designs, drawings, specifications, notes, data samples, materials, report reproduces, and other works developed by Pacific Groundwater Group, are instruments of service and, as such, remain the property of Pacific Groundwater Group. The client agrees to hold harmless and indemnify Pacific Groundwater Group against all claims, demands, losses, penalties, or damages, including reasonable attorney's fees, arising use of these documents on extensions of this project or any other project without the written permission of Pacific Groundwater Group.

INSURANCE. Pacific Groundwater Group maintains Worker's Compensation for its employees as required by State law. Pacific Groundwater Group is protected by Public Liability Insurance to a maximum of \$1,000,000 combined single limits, for bodily injury and property damage liability, and will furnish certificates thereof upon request. Within the limits of said insurance, Pacific Groundwater Group agrees to hold the client harmless from and against loss, damage, injury or liability arising directly from negligent acts committed by Pacific Groundwater Group, its employees, agents, subcontractors and subcontractors' employees and agents.

INDEMNIFICATION. To the fullest extent permitted by law, the client agrees to defend, indemnify and hold Pacific Groundwater Group, including but not limited to Pacific Groundwater Group's agents, employees, subcontractors and subcontractors' employees, agents and subcontractors, harmless from and against any and all claims, associated defense costs (including reasonable attorney's fees) damages and other liabilities arising out of or in any way related to Pacific Groundwater Group's work on the project. The client shall indemnify Pacific Groundwater Group against liability for damages caused by or resulting from the concurrent negligence of (a) the client, its agents, employees, subcontractors and subcontractors' employees, agents and subcontractors, and (b) Pacific Groundwater Group, and its agents, employees, subcontractors and subcontractors' employees, agents only to the extent of the client's negligence or the negligence of the clients' agents, employees, subcontractors and subcontractors' employees, agents and subcontractors.

LIMITATION OF LIABILITY. With the exception of claims covered by Pacific Groundwater Group's insurance, as provided in the paragraph entitled "INSURANCE" above, and notwithstanding any other term or condition hereof to the contrary, Pacific Groundwater Group's liability under this contract shall, under no circumstances exceed \$50,000 or the total of the fees paid by the Client to Pacific Groundwater Group under the attached scope of work and contract, whichever is greater.

STANDARD OF CARE. Pacific Groundwater Group agrees to provide the client, for its sole benefit and exclusive use, the consulting services set forth in Pacific Groundwater Group's attached proposal. Pacific Groundwater Group's services shall be performed in accordance with generally accepted practices in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed.

HAZARDOUS SUBSTANCES AND CONDITIONS. The client recognizes that Pacific Groundwater Group's services do not include generating, storing, transporting, or disposing of substances considered to be hazardous and requiring permits under Federal, State or local environmental laws. The client warrants that if it knows or suspects that hazardous substances may exist on the property, the client has so informed Pacific Groundwater Group.

UNFORESEEN OCCURRENCES. If any unforeseen conditions or occurrences, including but not limited to hazardous substances or pollutants, are encountered which, in Pacific Groundwater Group's sole judgment, significantly affect the recommended scope of work, Pacific Groundwater Group will promptly notify the client. After such notification, Pacific Groundwater Group will complete its original scope of work, if appropriate, or agree with the client to modify the agreement, or to terminate the work pursuant to the termination clause listed above.

SUBSURFACE RISKS AND SITE DAMAGE. The client recognizes that special risks occur and "guarantees" cannot be expected whenever professional consulting services are applied in evaluating subsurface conditions. Pacific Groundwater Group cannot eliminate these risks altogether, but can apply professional techniques to reduce the risks to a level considered tolerable and the client agrees to accept that level of risk. The client recognizes that the use of exploration and test equipment may unavoidably damage or alter the property surface or subsurface and the client agrees to assume responsibility for such unavoidable damages or alterations. Further, the client assumes responsibility for personal or property damage due to interference with subterranean structures, including but not limited to subsurface pipes, tanks and utility lines, that are not called to Pacific Groundwater Group's attention in writing or correctly as shown on plans provided by the client.

INTERPRETATIONS AND TIME BAR TO LEGAL ACTION. Interpretations and enforcement of this agreement shall be governed by the laws of the State of Washington. All legal actions by either party to this contract against the other, related to this agreement or any addendum to it, shall be barred after two years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after four years have passed from the date by which Pacific Groundwater Group completes its services.

SEVERABILITY AND SURVIVAL. Any element of this agreement later held to violate a law shall be deemed void and all remaining provisions shall continue in force. However the client and Pacific Groundwater Group will, in good faith, attempt to replace any invalid or unenforceable provision with another provision that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this agreement allocating liability between the client and Pacific Groundwater Group shall survive the completion of the services hereunder and the termination of this agreement.

PRECEDENCE. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document, regarding Pacific Groundwater Group's services.



I, Jennifer Gorsuch, hereby certify that these bid tabulations are correct.

Jennifer Gorsuch
Jennifer Gorsuch, City Clerk

7/31/18
Date

PROJECT NO. T1005A

DESCRIPTION: 2018 Citywide Asphalt Overlay

DATE OF BID OPENING: July 31, 2018, Time: 9:00am

Entered by SW

City of Camas
Engineer's Estimate

Brix Paving Northwest, INC
P.O. Box 2388
Tualatin, OR 97062

Clark & Sons Excavating, INC
7601 NE 289th Street
Battle Ground, WA 98604

Granite Construction
16821 SE McGillivray Blvd.
Suite 210B
Vancouver, WA 98683

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	30,545.00	\$30,545.00	40,000.00	\$40,000.00	25,000.00	\$25,000.00	32,219.00	\$32,219.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	10,000.00	\$10,000.00	38,500.00	\$38,500.00	18,000.00	\$18,000.00	52,000.00	\$52,000.00
3	PORTABLE CHANGEABLE MESSAGE BOARD	EA	2	1,000.00	\$2,000.00	1,875.00	\$3,750.00	2,800.00	\$5,600.00	2,500.00	\$5,000.00
4	EROSION/WATER POLLUTION CONTROL	LS	1	1,000.00	\$1,000.00	615.99	\$615.99	3,600.00	\$3,600.00	1,500.00	\$1,500.00
5	PAVEMENT REPAIR EXCAVATION INCLUDING HAUL, MAX 4-INCH DEPTH	SY	1,560	25.00	\$39,000.00	12.39	\$19,328.40	6.00	\$9,360.00	14.00	\$21,840.00
6	PLANING ROADWAY MATERIALS	SY	5,800	4.00	\$23,200.00	6.61	\$38,338.00	7.00	\$40,600.00	9.00	\$52,200.00
7	HMA FOR PAVEMENT REPAIR CL. 1/2 In. PG 64-22	TON	200	170.00	\$34,000.00	200.00	\$40,000.00	140.00	\$28,000.00	250.00	\$50,000.00
8	HMA CL. 1/2 In. PG 64-22	TON	1,820	95.00	\$172,900.00	85.00	\$154,700.00	118.00	\$214,760.00	120.00	\$218,400.00
9	UTILITY/MANHOLE PROTECTION AND ADJUSTMENT	EA	8	1,000.00	\$8,000.00	244.36	\$1,954.88	1,000.00	\$8,000.00	600.00	\$4,800.00
10	TEMPORARY PAVEMENT MARKINGS	LF	2,000	0.50	\$1,000.00	0.31	\$620.00	0.50	\$1,000.00	1.50	\$3,000.00
11	PAINT LINE	LF	3,900	1.50	\$5,850.00	0.80	\$3,120.00	0.75	\$2,925.00	1.25	\$4,875.00
12	SAWCUTTING FOR ADA IMPROVEMENTS	LF	448	2.50	\$1,120.00	3.30	\$1,478.40	5.50	\$2,464.00	5.00	\$2,240.00
13	REMOVAL OF CONCRETE SIDEWALK FOR ADA IMPROVEMENTS	CY	21	50.00	\$1,050.00	516.91	\$10,855.11	320.00	\$6,720.00	300.00	\$6,300.00
14	REMOVAL OF CONCRETE CURB FOR ADA IMPROVEMENTS	LF	295	30.00	\$8,850.00	11.85	\$3,495.75	22.00	\$6,490.00	15.00	\$4,425.00
15	EXCAVATION INCLUDING HAUL FOR ADA IMPROVEMENTS	CY	12	50.00	\$600.00	90.37	\$1,084.44	550.00	\$6,600.00	300.00	\$3,600.00
16	5/8" - 0 CSBC FOR ADA IMPROVEMENTS	CY	12	40.00	\$480.00	404.75	\$4,857.00	300.00	\$3,600.00	200.00	\$2,400.00
17	CEMENT CONCRETE CURB FOR ADA IMPROVEMENTS	LF	143	60.00	\$8,580.00	44.76	\$6,400.68	85.00	\$12,155.00	60.00	\$8,580.00
18	CEMENT CONCRETE PEDESTRIAN CURB FOR ADA IMPROVEMENTS	LF	180	60.00	\$10,800.00	44.62	\$8,031.60	60.00	\$10,800.00	60.00	\$10,800.00
19	CEMENT CONCRETE CURB RAMP FOR ADA IMPROVEMENT	SY	119	250.00	\$29,750.00	303.67	\$36,136.73	200.00	\$23,800.00	200.00	\$23,800.00
20	CEMENT CONCRETE SIDEWALK FOR ADA IMPROVEMENT	SY	67	140.00	\$9,380.00	225.64	\$15,117.88	200.00	\$13,400.00	200.00	\$13,400.00
21	WET SET DETECTABLE WARNING SURFACE FOR ADA IMPROVEMENT	SF	123	70.00	\$8,610.00	61.73	\$7,592.79	50.00	\$6,150.00	50.00	\$6,150.00
22	RETROFIT SURFACE MOUNT DETECTABLE WARNING SURFACE FOR ADA IMPROVEMENT	SF	40	70.00	\$2,800.00	131.94	\$5,277.60	50.00	\$2,000.00	50.00	\$2,000.00

Subtotal
BID TOTAL:

\$409,515.00
\$409,515.00

\$441,255.25
\$441,255.25

\$451,024.00
\$451,024.00

\$529,529.00
\$529,529.00



INTERMOUNTAIN SLURRY SEAL, INC.

CITY OF CAMAS 2018 JOINT CITY-COUNTY ROAD PRESERVATION

Jul-18

Pay Estimate No. 1

ITEM #	ITEM AND DESCRIPTION	CONTRACT AMOUNTS				TOTAL CONTRACTOR AMOUNTS						
						QUANTITY			TOTAL			
		Unit	Unit Cost	Quantity	Total	Previous	This Est.	To Date	Previous	This Est.	To Date	% Complete
1	MOBILIZATION	LS	\$10,270.82	1.00	\$ 10,270.82	-	1.00	1.00	\$ -	\$ 10,270.82	\$ 10,270.82	100%
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	\$6,470.61	1.00	\$ 6,470.61	-	1.00	1.00	\$ -	\$ 6,470.61	\$ 6,470.61	100%
3	FLAGGERS	HR	\$65.04	100.00	\$ 6,504.00	-	100.00	100.00	\$ -	\$ 6,504.00	\$ 6,504.00	100%
4	PORTABLE CHANGEABLE MESSAGE BOARD	EA	\$2,500.00	2.00	\$ 5,000.00	-	2.00	2.00	\$ -	\$ 5,000.00	\$ 5,000.00	100%
5	3/8" ASPHALT RUBBER CHIP SEAL	SY	\$4.00	58,000.00	\$ 232,000.00	-	57,485.00	57,485.00	\$ -	\$ 229,940.00	\$ 229,940.00	99%
6	ASPHALT FOG SEAL	SY	\$0.29	58,000.00	\$ 16,820.00	-	58,473.00	58,473.00	\$ -	\$ 16,957.17	\$ 16,957.17	101%
7	PAINT LINE	LF	\$0.27	31,000.00	\$ 8,370.00	-	42,200.00	42,200.00	\$ -	\$ 11,394.00	\$ 11,394.00	136%
8	PLASTIC STOP LINE	LF	\$7.20	260.00	\$ 1,872.00	-	203.00	203.00	\$ -	\$ 1,461.60	\$ 1,461.60	78%
9	PLASTIC CROSSWALK LINE	SF	\$3.60	928.00	\$ 3,340.80	-	640.00	640.00	\$ -	\$ 2,304.00	\$ 2,304.00	69%
10	PLASTIC TRAFFIC ARROWS	EA	\$135.00	10.00	\$ 1,350.00	-	12.00	12.00	\$ -	\$ 1,620.00	\$ 1,620.00	120%
11	PLASTIC STOP	EA	\$0.00	-	\$ -	-		-	\$ -	\$ -	\$ -	#DIV/0!
12	PLASTIC RAILROAD CROSSING SYMBOLS	EA	\$0.00	-	\$ -	-		-	\$ -	\$ -	\$ -	#DIV/0!
13	REMOVE PAINT LINE	LS	\$0.00	-	\$ -	-		-	\$ -	\$ -	\$ -	#DIV/0!
14	REMOVE PLASTIC LINE	LS	\$5.26	260.00	\$ 1,367.60	-	168.00	168.00	\$ -	\$ 883.68	\$ 883.68	65%
15	REMOVE PLASTIC CROSSWALK LINE	SF	\$2.25	928.00	\$ 2,088.00	-	784.00	784.00	\$ -	\$ 1,764.00	\$ 1,764.00	84%
16	REMOVE PLASTIC TRAFFIC MAKRING	EA	\$0.00	-	\$ -	-		-	\$ -	\$ -	\$ -	#DIV/0!
17	REMOVE PLASTIC STOP	EA	\$100.00	2.00	\$ 200.00	-	1.00	1.00	\$ -	\$ 100.00	\$ 100.00	50%
CCO1	REMOVE TRAFFIC ARROWS	LS	\$115.00	17.00	\$ 1,955.00	-	17.00	17.00	\$ -	\$ 1,955.00	\$ 1,955.00	100%
CCO1	ADDITIONAL MOB/ TC	LS	\$3,000.00	1.00	\$ 3,000.00	-	1.00	1.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%
					\$ -	-		-	\$ -	\$ -	\$ -	#DIV/0!
					\$ -	-		-	\$ -	\$ -	\$ -	#DIV/0!
					\$ -	-		-	\$ -	\$ -	\$ -	#DIV/0!
					\$ 300,608.83				\$ -	\$ 299,624.88	\$ 299,624.88	

CONTRACT SUMMARY:

TOTAL WORK COMPLETED	\$ 299,624.88
RETENTION HELD TO DATE	\$14,981.24
TOTAL DUE TO DATE	\$ 284,643.64
PREVIOUS PAYMENTS	\$0.00
TOTAL DUE THIS PERIOD	\$ 284,643.64

Camas Urban Tree Program

Staff Report – July 27, 2018

DRAFT

Contributing City Staff: Sarah Fox; Anita Ashton; James Carothers; Bob Cunningham; Denis Ryan; Jeff Englund; Jerry Acheson; Jim Gant; Lauren Hollenbeck; Phil Bourquin; Randy Miller; Robert Maul and Tami Strunk.

Urban Tree Program Ad Hoc Committee: Bonnie Carter (City Council); Charles Ray (City of Vancouver Forester); Damon Webster (Mackay & Sposito); Hunter Decker (Clark County Parks); Lynn Johnston (Johnston Dairy); Patty Barnard (Citizen); Troy Hull (Planning Commissioner); and Cassi Marshall (Camas Parks Commission).

Consultants: Dorothy Abeyta, Ruth Williams, Tina McKeand, Ian Lefcourte, Ian Scott --- all of Davey Resource Group

This project is funded in part through a grant from Washington Department of Natural Resources.



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Executive Summary

The city has held two public hearings to date. The Planning Commission conducted a public hearing on May 15, 2018 to review the proposed draft of the Camas Urban Tree Program. After public testimony and deliberation, the Commission directed staff to do more outreach to the developers. In response to this directive, staff reached out to the following companies to ask for their feedback on the

Camas (circa. 1967)



draft Urban Tree Program and met with several

of them: AKS Engineering; BIA of Clark County; Clark Land Design; Olson Engineering; PBS Engineering; Torvale; Arborscape; Cascade Tree Works; Waverly Homes; New Day Arborist and Landerholm. Staff included the above mentioned developers along with the required local and state agencies when sending out the State Environmental Policy Act Determination of Non-significance (non-project action) on May 24, 2018. The deadline for appeal was June 7, 2018, and no appeals were filed. In addition to the required public notices, the Camas-Post Record, published an article in regard to the program on May 31st (Attachment "C"), and the city posted updates on Facebook. Public notices were published in the Post Record on May 3, June 7, July 12, and July 26, 2018 (Legal Publication numbers 605736, 608128, and 610293).

At the public hearing on June 19, 2018, Planning Commission unanimously recommended that the Camas Urban Tree Program be forwarded to City Council for approval. Their recommendation and corrections are included in the attached draft (Attachment A). *Their recommendation included two changes that are found on pages 9 and 13 of this document.*

The city has received public comments throughout the evolution of the development of the draft over the past two years. Those that have contacted the city at the writing of this report are compiled in Attachment B.

In summary, the attached amendments to the Camas Municipal Code will accomplish the following towards a comprehensive urban tree program for the citizens and their city:

1. Make progress toward achieving the goals of the comprehensive plan, in particular, "To protect Camas' native landscape and mature tree cover." Goal NE 4
2. Define a street tree.
3. Define the process of street tree removal and replacement.
4. Provide for consistent penalties for illegal removal of park and public trees.
5. Clarify process for protection of trees with new developments.
6. Create alignment from one code chapter to another.

Recommendation

The Planning Commission forwards a recommendation to adopt the Camas Urban Tree Program.

Background

The goals and policies of Camas 2035 are intended to guide our future efforts to close the gaps between where we are as a community today and where we would like to be in the next twenty years.

Current development standards require an investment in street trees, as new lots must plant a street tree and commercial developments must include new trees to shade paved areas. However, there are *no standards in place to protect that investment*. The city does not have a street tree removal permit, nor does the city require replanting of street trees once they are removed. The city does not have a program to compensate for the loss of tree canopy cover, nor a program to educate the public on tree management.

The **Camas 2035** Comprehensive Plan was adopted in June 2016. It describes specific goals and policies related to urban forest canopy, parks, and community education. Several of the goals and policies are **not** currently supported by regulations in Camas' existing municipal code.

For these reasons, the city applied and was awarded a grant from the Department of Natural Resources (June 6, 2016) to develop an Urban Tree Program (Agreement #IAA 16-338). The grant period runs until May 31, 2018, and is a 50% cost share with the City.

The work plan for the Urban Tree Program included the following:

June 2016 to December 2016

- Workshops before Planning Commission and City Council [June 6th ; October 3rd ; November 21st]
- Develop a work plan and hire a consultant

January to June 2017

- Current zoning diagnosis was conducted. The task included reviewing the Camas 2035 comprehensive plan goals and policies to ensure the proposed codes will be consistent;
- Formed an ad hoc committee. Urban Tree Ad Hoc Committee members were vetted by executive staff and approved by Mayor Higgins prior to invitation to the committee.
- Conducted outreach with a community survey and interviewed key stakeholders.
- Over 250 community members provided feedback through an online survey that was available March 30 through May 12, 2017. The online survey collected qualitative information about public perception of tree protection, tree species preferences, and about the concept of street tree removal permitting. Eighty-two citizens signed up for project updates.

June to December 2017

- Drafted a tree ordinance and updated the Design Standards Manual.
- Outreach to the community at Camas Days to test initial Ad Hoc Committee ideas and ask more questions.
- Workshops before Planning Commission [October 17th and December 12th] and City Council [November 6th and December 4th] to update them on progress and discuss specific ideas that emerged from work with ad hoc committee.

January 2018 to Present

- Public notices published and emails were sent to 82 interested citizens regarding the upcoming public workshops and hearings.
- Draft Urban Tree Program brought to Planning Commission workshop on March 20th
- Draft Urban Tree Program will be brought to City Council workshop on June 18th
- Public Hearings with Planning Commission on May 15th and June 19th

Community Vision

The Camas 2035 Comprehensive Plan (2016) provides guidance for trees, landscaping, and development. Specific goals and policies that concern the city's trees include:

Goal LU-4: Develop an interconnected network of parks, trails, and open space to support wildlife corridors and natural resources and enhance the quality of life for Camas residents and visitors.

LU-4.1: Maintain development regulations that encourage the preservation of trees and natural areas, including the use of density bonuses to protect sensitive areas and encourage tree replacement.

LU-4.2: Support the purchase by the City, or the dedication and preservation by private owners, of open space and encourage careful consideration and integration of the natural environment in any planning activity to perpetuate the park-like setting of Camas.

LU-4.3: Encourage regional trail connectivity and increased access throughout the City to support multi-modal transportation and physical activity.

LU-4.4: Development on the edges of the City adjacent to unincorporated land in agricultural use or in a forested or natural state should consider those adjacent uses and, where appropriate, provide buffers.

Goal NE 4: To protect Camas' native landscape and mature tree cover.

NE-4.1: Encourage the use of native plants in residential, commercial, and industrial landscapes in order to increase the implementation of low-impact site design.

NE-4.2: Prioritize management to eradicate aggressive non-native vegetation species.

NE-4.3: Analyze the tree canopy citywide and create a plan to encourage retention of significant tree cover.

NE-4.4: Develop a program to compensate for the loss of tree canopy coverage, when retention of mature trees within development sites is impractical.

NE-4.5: Develop a program of community education regarding healthy tree management and support the management of urban forest areas.

City Tree Account

(New) Chapter 3.54 City Tree Fund

3.54.010 Created City Tree Fund

A. There is created a city tree fund into which all penalties and revenues received for tree protection under Chapters 12.04 Sidewalk and Street Tree Maintenance; 16.51 General Provisions for Critical Areas; and Chapter 18.13 Landscaping shall be placed. In addition the following sources of funds may be placed in the city's tree fund:

1. Street tree permit fees;
2. Donations and grants for the purposes of the fund;
3. Sale of trees or wood from city property where the proceeds from such sale have not been dedicated to another purpose;
4. Civil penalties imposed under Chapters 12.04, 16.51 and 18.13, or settlements in lieu of penalties.

B. The city shall use the city tree fund for the following purposes:

1. Acquiring, maintaining, and preserving areas of healthy soil and native vegetation within the city;
2. Planting and maintaining trees within the city to compensate for loss of canopy coverage;
3. Support community urban forestry education
4. Support the management of urban forest areas to include eradicating aggressive non-native vegetation species;
5. Other purposes relating to trees as determined by city council.

Proposed Amendments to City's Fee Schedule

The proposed amount for civil infractions for illegal tree removal is based on the cost of a replacement tree and the size of the tree removed. A replacement tree must be at least a two-inch caliper and costs approximately \$250 to plant. No fee is proposed at this time for a tree removal permit, as this new permit will reduce the amount of staff time **currently** spent when an inquiry is sent to several staff from various departments for a response. It is expected that the permit will provide a streamlined process for tree removal inquiries that are regularly received. For all of these reasons, the following amendments are proposed to the city's fee schedule, to include no initial fees for tree removal permits.

Purpose		Proposed Fee		
1. Tree Removal Permit		No fee if tree(s) is replaced within six months.		
2. Tree Removal Infractions (measured as diameter at breast height “dbh”)				
	2” to 6”	\$250	25” – 30”	\$750
	7” to 12”	\$375	31” – 36”	\$875
	13” – 18”	\$500	Greater than 37”	\$1,000
	19” – 24”	\$625		

Attachment "A"

- Recommended additions are shown in underlined text.
- Recommended deletions are shown ~~struck through~~.

Please check online for the **entirety** of the chapters of Camas Municipal Code (CMC) that are being proposed for modification. When a section of CMC is not included, then no amendments to that section are proposed.

Street Tree Removal

In Camas, street tree pruning and removal is generally at the discretion of the adjacent property owner. This means that when street trees are removed, the city has no enforcement power to require replacement. Over the years, the city has received an increasing number of inquiries about street tree removal permitting, as it is a common requirement in other communities. Typically street tree removal permits are a mechanism to require replacement and to monitor the city's tree infrastructure.

Recommended changes to implement this permit process would primarily be within Chapter 12.04 at Sidewalk Maintenance. The chapter would be re-titled as "Sidewalk and Street Tree Maintenance". Only the following sections were proposed to be amended: 12.04.010; and 12.04.025 (new).

Chapter 12.04 - Sidewalk and Street Tree Maintenance

12.04.010 – Definitions. For the purposes of this chapter:

- A. All property having a frontage ~~upon the sides or margin~~ on the edge of the right-of-way of any street shall be deemed to be "abutting property" and such property shall be chargeable as provided for by this chapter for all costs or maintenance, repairs or renewal of any form of sidewalk or landscaping improvement between the right-of-way street margin ~~lying in front of and adjacent to the property.~~
- B. "Sidewalk" shall be taken to include ~~all structures or forms of street improvement included in the space between the street margin and~~ any street improvement included in the space between the property line and the improved roadway.
- C. A "street tree" is any tree located in the planter strip of the right of way, unless designated in another location as noted on the face of a plat, or other approved development plan. The planter strip is typically located between the curb and the sidewalk.

12.04.025 – Street Tree Permit Required for Removal

1. Persons seeking to remove street trees from the right of way, shall first obtain a permit from the city.
 1. An application for such permit may be required to include the following information relating to the proposed removal of the tree: location; species and size; proposed schedule of removal; and photos of tree.
 2. The city may collect a fee for tree permits and the amount will be set forth in the city's fee schedule.
 3. Tree topping is prohibited and is considered to be a form of removal. Topping is the cutting of tree branches to stubs or to lateral branches that are not large enough to assume the terminal role, and contribute to a future hazardous condition or death of the tree.
 4. Tree replacement may be a condition of tree removal permitting. If required, the tree must be replaced by the adjacent property owner or their agent within six (6) months of removal. The replacement tree may be in an alternative location than in the planter strip of the right-of-way as long the alternative location is approved by the city.
2. Street Tree Permit Exemptions.
 1. When pruning or removal is performed by municipal crews and is necessary to maintain clearance for public rights of way.

2. Hazardous trees determined to pose an imminent threat or danger to public health or safety, or to public or private property, may be removed prior to receiving written permit approval from the city; provided, that city staff or an arborist documents the hazard with photos. The landowner must submit proof of hazard to the city within fourteen days.
3. Enforcement and penalties.
 1. A person who fails to comply with the requirements of the tree permit, who removes a street tree without obtaining a permit, or fails to comply with a stop work order issued under this section may also be subject to a civil infraction as set forth in the city's fee schedule.
 2. Each day that a violation of the requirements of this chapter continues may constitute a separate infraction. In addition, each unlawfully destroyed tree may constitute a separate infraction. Any person who aids or abets in the violation shall be considered to have committed a violation for purposes of the civil penalty.

Trees in Parks

Chapter 12.32 - Park Rules and Regulations

12.32.030 - Destruction of Plant Life and Natural Surroundings

No person shall in any park without prior written authorization from the city:

- A. Cut, break, injure, destroy, take or remove any tree, shrub, timber, plant or natural object in any park.
- B. Remove any earth, boulders, gravel or sand ~~without written permission of the public works department.~~

12.32.220 - Penalty

A. It is a misdemeanor punishable by a fine one thousand dollars and/or ninety days incarceration in the county jail to commit any act made unlawful under Camas Municipal Code Sections 12.32.020, 12.32.130, 12.32.140, 12.32.145A, 12.32.145B, and 12.32.150.

B. It is a misdemeanor punishable by a fine as described in the city fee schedule and/or ninety days incarceration in the county jail to commit any act made unlawful under Camas Municipal Code Section 12.32.030.

BC. All other violations of any provision of this chapter are deemed a non-traffic infraction for which a notice of infraction may be issued. Any person found to have committed an infraction under this chapter shall be assessed a monetary penalty not to exceed two hundred fifty dollars

D. Restoration. Violators of this chapter shall be responsible for restoring unlawfully damaged areas in conformance with a plan approved by a Planning Official, which provides for repair of any environmental and property damage, and restoration of the site; and which results in a site condition that, to the extent practical, equals the site conditions that would have existed in the absence of the violation(s). Restoration costs will be based on the city appraised value of unapproved trees removed using the most current edition of Guide for Plant Appraisal (International Society of Arboriculture Council of Tree and Landscape Appraisers). The amount of appraisal costs that exceed the approved restoration plan costs will be paid into the city's Tree Fund.

Trees in Critical areas

Chapter 16.51 General provisions for Critical Areas

16.51.200 - Unauthorized critical area alterations and enforcement.

C. Minimum Performance Standards for Restoration.

1. For alterations to critical aquifer recharge areas and frequently flooded areas, the following minimum performance standards shall be met for the restoration of a critical area, provided that if the violator can demonstrate that greater functional and habitat values can be obtained, these standards may be modified:
 - a. The historic structural and functional values shall be restored, including water quality and habitat functions;

- b. The historic soil types and configuration shall be replicated;
- c. The critical area and management zones shall be replanted with native vegetation that replicates the vegetation historically found on the site in species types, sizes, and densities; and
- d. The historic functions and values should be replicated at the location of the alteration.
- e. Annual monitoring reports shall be sent to the planning division regarding the success of the required mitigation for a period of five years following the installation of the mitigation. Corrective measures shall be taken if monitoring indicates that the performance standards are not being met.

2. For alterations to frequently flooded and geological hazardous areas, the following minimum performance standards shall be met for the restoration of a critical area, provided that, if the violator can demonstrate that greater safety can be obtained, these standards may be modified:

- a. The hazard shall be reduced to a level equal to, or less than, the predevelopment hazard;
- b. Any risk of personal injury resulting from the alteration shall be eliminated or minimized; and
- c. The hazard area and management zones shall be replanted with native vegetation sufficient to minimize the hazard.
- d. Annual monitoring reports regarding the success of the required mitigation for a period of five years following the installation of the mitigation shall be sent to the planning division. Corrective measures shall be taken if monitoring indicates that the performance standards are not being met.

3. For unauthorized tree removal within any critical area and associated buffer area, the violator will be subject to a fine established in the city's fee schedule and must plant new trees at a ratio of two replacement trees for each tree felled,¹ within one year in accordance with an approved plan.

D. Enforcement.

- 1. Any person, firm, or corporation who knowingly violates or fails to comply with any term or provision of this chapter shall be deemed to have committed a misdemeanor, and if found guilty shall be subject to a fine as set forth in the city's fee schedule, or imprisonment (not to exceed 90 days), or both. Each day shall be a separate offence.
- 2. As an additional concurrent penalty, it shall be a civil infraction for a person, firm, or corporation to violate or fail to comply with any term or provision of this chapter. A person, firm, or corporation found to have committed a civil infraction shall be assessed a monetary penalty as adopted with the city's fee schedule.

Trees & Development

Amendments to Title 17 Land Development

The following is a list of the sections that would need to be amended if Chapter 18.31 were to be repealed:

Title 17 Land Development

Note: Only the code references are being changed if Chapter 18.31 is repealed.

17.09.030 - Preliminary short plat approval.

(B)(5)(p) A survey of existing significant trees as required under CMC Section 18.13.045-18.31.080;

17.11.030 - Preliminary subdivision plat approval.

(B)(5) A survey of existing significant trees as required under CMC Section 18.31.080-18.13.045;

17.15.030 - Preliminary binding site plan (BSP) approval.

¹ Comma was added as recommended by Planning Commission.

(B)(4) A survey of existing trees as required under CMC Section ~~18.31.080~~ 18.13.045;
17.19.030 - Tract, block and lot standards.

(A)(2) Vegetation. In addition to meeting the requirements of CMC Section 18.13.045~~18.31.080~~;

Chapter 18.03 – Definitions

18.03.030 – Definitions for Land Uses

Vision Clearance Hazard – an object that interferes with vision near intersections of roadways and motor vehicle access points where a clear field of vision is required for traffic safety and to maintain adequate sight distance. See also “Vision clearance area” design provisions at Section 18.17.030.

18.03.040 – Environmental definitions.

“Significant trees” means evergreen trees eight inches DBH, and deciduous trees ~~other than red alder or cottonwood,~~ twelve inches DBH. Does not include hazard trees or invasive species.

“Critical root zone” is the area of soil around a tree trunk where roots are located that provide stability and uptake of water and minerals required for tree survival.

“Hazard Tree”. A hazard tree is any tree with a combination of structural defect and/or disease, which makes it subject to a high probability of failure and a proximity to persons or property which makes it an imminent threat.

“Tree protection zone” is an arborist-defined area surrounding the trunk intended to protect roots and soil within the critical root zone and beyond, to ensure future tree health and stability. Tree protection zones may be calculated based on multiplying the tree’s DBH by a factor of 12 depending on the tree’s species and tolerance of root disturbance.

“Diameter at Breast Height” (DBH) means the diameter of the tree measured at 4’6” above soil grade.

Chapter 18.09 – Density and Dimensions

18.09.060 - Density transfers.

D. Where a tract under "C" above, includes one-half acre or more of contiguous area, the city may provide additional or negotiated flexibility in lot sizes, lot width, or depth, or setback standards. In no case shall the maximum density of the overall site be exceeded. The city may, also provide the landowner with:

1. A credit against park and open space impact fees per Chapter 3.88; or
2. Cash from the parks and open space impact fee fund or other public fund.

Chapter 18.13 Landscaping

18.13.010 Purpose

18.13.020 Scope

18.13.025 Exemptions

18.13.030 Expansion **(no amendments proposed)**

18.13.040 Procedure for Landscape, Tree and Vegetation Plans

18.13.045 Tree Survey

18.13.050 Landscaping Standards

18.13.051 Tree Density Requirement

18.13.052 Tree and Native Vegetation Preservation

18.13.055 Landscape buffering standards

18.13.060 Parking areas

18.13.070 Assurance device **(no amendments proposed)**

18.13.010 - Purpose.

A. To establish minimum standards for landscaping in order to provide screening between incompatible land uses, minimize the visual impact of paved areas, provide for shade, and minimize erosion; and

B. To implement the city's comprehensive plan goals which include preserving natural beauty in the city, and protecting Camas' native landscape and mature tree cover.

18.13.020 Scope

A. Unless otherwise exempted, the standards of this chapter shall apply to any site to be developed. All applicable development activities shall be required to prepare a landscape plan and shall be required to meet the minimum tree density herein created.

B. The standards of this chapter shall apply to the following:

2. Commercial, industrial, governmental uses, and land divisions;
3. Redevelopment including change of use when Site Plan Review is applicable (refer to Chapter 18.18 Site Plan Review);
4. Parking lots with greater than four spaces;
5. Development that is subject to Design Review (refer to Chapter 18.19 Design Review);
6. Undeveloped property converting to an allowed use in the zone (e.g. infill lots); and
7. Conditional uses. The standards for landscaping will be the same as the landscaping standards in commercial zones if conditional use will occur in a residential zone.

18.13.025 - Exemptions

The following activities are exempt from submittal of a Landscape Tree and Vegetation Plan:

A. Commercial Nurseries. Removal of trees and vegetation which are being grown to be sold as landscape trees.

B. Forest Practices Permit. Removal of trees as allowed with a forest practices permit issued by the Washington State Department of Natural Resources. Exemption does not include conversion of forest land to other uses.

C. Developed Residential Lots. Removal of ~~tress~~-trees on lots which: (1) are less than 24,000 square feet with an existing residential unit; (2) which cannot be further divided in accordance with the underlying zoning district; and (3) trees to be removed are not within shoreline areas or critical areas.

D. Undeveloped property and developed lots (24,000 square feet and greater). Removal of up to 6 trees per acre, up to a total of 6 trees within any 12 consecutive month period when: (1) the property is intended to remain undeveloped for a period of six years and such intent is recorded in a covenant; (2) if a minimum tree density of 30 tree units per acre is maintained; and (3) the trees to be removed are not within shoreline areas or critical areas. Removal of trees on parcels of less than one acre in size shall be limited in proportion to six trees per acre (e.g. a half acre parcel can remove 3 trees).

E. Downtown commercial zone. Downtown commercial zone properties must include properly spaced street trees, and other landscape screening in accordance with downtown design review standards, but are not required to meet tree density minimums.

F. Minor development. A Landscape, Tree and Vegetation plan is not required for any site disturbance less than 500 square feet and where no tree will be removed or adjacent tree(s) impacted.

18.13.040 – Procedure for Landscape, Tree and Vegetation Plans.

- A. Applicants shall submit a detailed Landscape, Tree and Vegetation Plan with building and site improvement plans. Included in the plans (at a minimum) shall be type, size, and location of plants and materials.
- B. A tree survey must be included for any applicable development proposing to remove trees.

18.13.045 – Tree Survey

A. The applicant must submit a tree survey that is prepared by a certified arborist or professional forester.

B. A tree survey must contain the following:

1. Inventory.

- a. Map of the site, with tree locations numbered
- b. Include all significant trees that will be impacted by the proposed development, which may include trees off-site if canopies overhang the subject property. Open space tracts to be set aside for conservation purposes do not need to be included in survey.
- c. Provide the common and scientific name of inventoried trees.

2. Assessment.

- a. Size. Measure and provide the diameter at breast height (DBH).
- b. Tree protection zone. (Refer to CMC 18.03.050 Environmental Definitions)
- c. Tree health. An overall assessment of the trees structural stability and failure potential based on specific structural features (e.g. decay, conks, co-dominate trunks, abnormal lean) and rated as good, fair or poor.
- d. Recommendation for preservation or removal. The recommendation will consider proposed grading, trenching, paving, fencing and other construction plans.
- e. If hazardous, then an evaluation of hazardous trees will include a numerical value of hazard based on the following: failure potential; size of part most likely to fail; and distance to target (e.g. new residence).

18.13.050 - Standards for Landscape, Tree and Vegetation Plans.

Note: No changes proposed to Subsections A, F, H, I, J, K or L.

A. The property owner shall be responsible for any future damage to a street, curb, or sidewalk caused by landscaping.

B. Landscaping and trees shall be selected and located to deter sound, filter air contaminants, curtail erosion, minimize stormwater run-off, contribute to living privacy, reduce the visual impacts of large buildings and paved areas, screen, and emphasize or separate outdoor spaces of different uses or character.

~~C. Minimum landscaping as a percent of gross site area shall be as follows:~~

Zone	Percent of Landscaping Required
HI	20%
RC, LI	15%
CC	15%
MX	15%
NC, MF	10% on lots less than 10,000 square feet; 15% on lots greater than 10,000 square feet
BP	(see Section 18.37.040 "Landscaping standards")
LI/BP	(see Section 18.21.070 "Landscaping standards")
Parking lots	(see Section 18.13.060 of this chapter)

C. Landscape, Tree and Vegetation Plan must include a combination of trees, shrubs, and ground cover to achieve the purposes of this chapter.

1. Required landscaping shall be comprised of a minimum of sixty (60) percent native vegetation (or adapted to northwest climate), or drought-tolerant vegetation, and fifty (50) percent evergreen.

2. Deciduous trees shall have straight trunks, be fully branched, have a minimum caliper of two inches, be equivalent to a fifteen-gallon container size, and be adequately staked for planting.

3. Evergreen trees shall be a minimum of five feet in height, fully branched, and adequately staked for planting.

D. Street trees will be required as part of the frontage improvements. Species, size and spacing of the trees must be consistent with the Design Standards Manual. Unless otherwise specified, trees must generally be spaced 30-feet apart. Substitute varieties are subject to approval by the City of Camas.

E. Proposed vegetation cannot be an invasive species as listed within the most current edition of the Clark County Noxious Weed List (e.g. English Ivy cultivars).

- F. Shrubs shall be a minimum of five-gallon pot size. Upright shrubs shall have a minimum height at planting of eighteen inches. Spreading shrubs at planting shall have a minimum width of eighteen inches (smaller shrub sizes may be approved where it is more appropriate within a particular landscape plan).
- G. Ground cover, defined as living material and not including bark chips or other mulch, shall be from containers of one gallon or larger. Plants shall be planted and spaced in a triangular pattern which will result in eighty (80) percent cover in three (3) years. Lawn cannot be the primary ground cover within required landscape buffers unless approved for stormwater conveyance. Grass species, if used as ground cover, shall be native or drought-tolerant, and appropriate for the use of the area.
- H. Appropriate measures shall be taken, e.g., installation of irrigation system, to assure landscaping success. If plantings fail to survive, it is the responsibility of the property owner to replace them.
- I. Required trees, as they grow, shall be pruned in accordance with the International Society of Arboriculture. The pruned tree will provide at least eight feet of clearance above sidewalks and twelve feet above street roadway surfaces.
- J. Existing trees may be used as street trees if there will be no damage from the development which will kill or weaken the tree. Sidewalks of variable width and elevation may be utilized to save existing street trees, subject to approval by the city.
- K. Vision clearance hazards shall be prohibited.
- L. Street trees and other required landscaping which dies or is removed, must be replaced within one year of death or removal. Replacement street trees may be an alternative species from the city's recommended tree list, and may be in a different location as approved by the city.

18.13.051 Minimum Tree Density Requirement.

A. Tree Density. A minimum tree density per net acre is required and must be incorporated within the overall landscape plan. The tree density may consist of existing trees, replacement trees or a combination of existing and replacement trees, pursuant to the priority established in Section 18.13.052.

18.13.051 Table 1: Required Tree Density

Proposed Activity	Required Minimum Tree Density per Net ² Acre	Required Tree Replacement
New Development	20 Tree Units	20 Tree Units per acre
Residential	20 Tree Units	20 Tree Units per acre
Developed commercial and industrial properties	20 Tree Units	3 Tree Units for every 1 tree unit removed up to the minimum tree density per acre.

B. Tree Density Calculation. Specific instructions on how to perform tree density calculations are provided in the Design Standards Manual. "Tree Unit" is a unit of measurement based upon the size of the diameter of the tree measured at the breast height ("dbh"). New trees are given a value of one (1 Tree Unit, as they must be a minimum of 2" dbh when planted. Tree Unit values are summarized in the following Table:

² Added the term "net" to the title of the column as recommended by Planning Commission.

18.13.051 Table 2: Tree Units for Existing Trees

Diameter at Breast Height "dbh"	Tree Units	Diameter at Breast Height "dbh"	Tree Units
1" to 5"	1	31" to 32"	12
6" to 12"	2	33" to 34"	13
13" to 14"	3	35" to 36"	14
15" to 16"	4	37" to 38"	15
17" to 18"	5	39" to 40"	16
19" to 20"	6	41" to 42"	17
21" to 22"	7	43" to 44"	18
23" to 24"	8	45" to 46"	19
25" to 26"	9	47" to 48"	20
27" to 28"	10	49" to 50"	21
29" to 30"	11	For larger trees, allow a ½ tree unit for every additional inch of dbh.	

18.13.052 Tree and Native Vegetation Preservation

A. When determining where to retain or plant trees, locations with healthy soils, native understory vegetation, and mature trees shall have priority when there are feasible alternative locations on site for proposed buildings and site improvements to achieve the minimum tree unit density per acre. This may require site redesign. Provided, where necessary, density transfer areas may be used to ensure protection and retention of trees.

B. In designing a development project and in meeting the required tree density, the applicant must provide a Landscape, Tree and Vegetation plan that retains healthy, wind firm trees in the following priority:

1. Trees located within critical area buffers. Trees must be identified within a protected tract.
2. Significant wildlife habitat, or areas adjacent and buffering habitat.
3. Significant trees that are greater than 36 inch dbh.
4. Groves of trees, or other individual healthy trees with the intent to retain, must be located in separate tract if part of a land division, or other protective mechanism if other development type.
5. Trees, that if removed would cause trees on adjacent properties to become hazardous.

C. Mitigation and Replacement. In areas where there are currently inadequate numbers of existing trees to meet minimum tree density, where the trees are inappropriate for preservation, the soils are poor, or there are significant invasive species, then mitigation shall be required to meet the minimum tree density. The applicant's proposed location for replacement trees or mitigation shall be subject to the city's approval of the Landscape Plan. Replacement trees shall be planted in the following priority:

1. Onsite.
 - a. Within or adjacent to critical area buffers or wildlife habitat areas
 - b. Adjacent to stormwater facilities
 - c. Landscaping tracts, such as at entrances, traffic islands or other common areas
 - d. Removal of invasive species and restorative native vegetation planting equivalent to the area necessary for new tree planting.
2. City tree fund. When on-site locations are unavailable or infeasible, then the applicant can pay an amount equal to the market value of the replacement trees into the city's tree fund.

18.13.055 - Landscape buffering standards.

A. Landscape buffers shall be in compliance with the below referenced table:

Table 1—Landscape Buffers

Abutting zone ►	Residential		Commercial		Business Park		Industrial	
Uses on Site ▼	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street
Multifamily Residential	5' L1	5' L1	10' L3	10' L2	10' L2	10' L2	10' L2 w/F2 Fence	10' L3
Commercial	10' L3	5' L2	5' L1	5' L2	5' L2	5' L2	10' L3	10' L2
Industrial	10' L2 w/F2 Fence	<u>10'</u> L2	<u>10'</u> L3	<u>10'</u> L2	10' L3	<u>5'</u> L2	5' L2	5' L1

B. Landscaping and Screening Design Standards. **Note: No amendments are proposed to this Section.**

1. L1, General Landscaping.

- Intent. The L1 standard is intended to be used where distance is the principal means of separating uses or development, and landscaping enhances the area between them. The L1 standard consists principally of groundcover plants; trees and high and low shrubs also are required.
- Required Materials. There are two ways to provide trees and shrubs to comply with an L1 standard. Shrubs and trees may be grouped. Groundcover plants, grass lawn, or approved flowers must fully cover the landscaped area not in shrubs and trees.

2. L2, Low Screen.

- The standard is applied where a low level of screening sufficiently reduces the impact of a use or development, or where visibility between areas is more important than a greater visual screen.
- Required Materials. The L2 standard requires enough low shrubs to form a continuous screen three feet high and ninety-five percent opaque year-round. In addition, one tree is required per thirty lineal feet of landscaped area, or as appropriate to provide a tree canopy over the landscaped area. Groundcover plants must fully cover the remainder of the landscaped area. A three-foot high masonry wall or fence at an F2 standard may be substituted for shrubs, but the trees and groundcover plants are still required.

3. L3, High Screen.

- The L3 standard provides physical and visual separation between uses or development principally using screening. It is used where such separation is warranted by a proposed development, notwithstanding loss of direct views.
- Required Materials. The L3 standard requires enough high shrubs to form a screen six feet high and ninety-five percent opaque year-round. In addition, one tree is required per thirty lineal feet of landscaped area, or as appropriate to provide a tree canopy over the landscaped area. Groundcover plants must fully cover the remainder of the landscaped area. A six-foot high wall or fence that complies with an F1 or F2 standard may be substituted for shrubs, but the trees and groundcover plants are still required. When applied along street lot lines, the screen or wall is to be placed along the interior side of the landscaped area.

4. Fences.

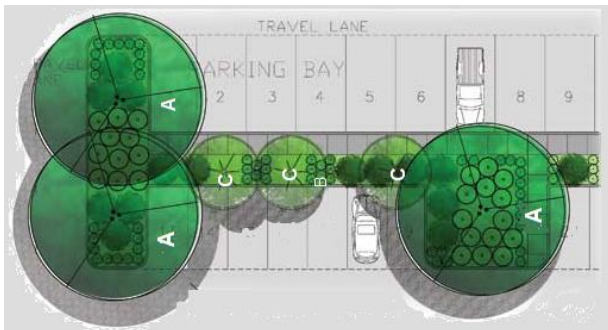
a. F1, Partially Sight-Obscuring Fence.

- Intent. The F1 fence standard provides partial visual separation. The standard is applied where a proposed use or development has little impact, or where visibility between areas is more important than a total visual screen.

- ii. Required Materials. A fence or wall that complies with the F1 standard shall be six feet high, and at least fifty percent sight-obscuring. Fences may be made of wood, metal, bricks, masonry, or other permanent materials.
 - b. F2, Fully Sight-Obscuring Fence.
 - i. Intent. The F2 fence standard provides visual separation where complete screening is needed to protect abutting uses, and landscaping alone cannot provide that separation.
 - ii. Required Materials. A fence or wall that complies with the F2 standard shall be six feet high, and one hundred percent sight obscuring. Fences may be made of wood, metal, bricks, masonry or other permanent materials.
5. The applicant may provide landscaping and screening that exceeds the standards in this chapter provided:
- a. A fence or wall (or a combination of a berm and fence or wall), may not exceed a height of six feet above the finished grade at the base of the fence or wall (or at the base of a berm, if combined with one), unless the approval authority finds additional height is necessary to mitigate potential adverse effects of the proposed use, or other uses in the vicinity; and landscaping and screening shall not create vision clearance hazards.
 - b. The community development director may approve use of existing vegetation to fulfill landscaping and screening requirements of this chapter, if that existing landscaping provides at least an equivalent level of screening as the standard required for the development in question.
 - c. Required landscaping and screening shall be located on the perimeter of a lot or parcel. Required landscaping and screening shall not be located on a public right-of-way or private street easement.

18.13.060 - Parking areas.

- A. Parking areas are to be landscaped at all perimeters.
- B. All parking areas shall provide interior landscaping for shade and visual relief.
- C. Parking lots shall include a minimum ratio of one tree per six parking spaces ~~or one tree per three single-loaded stalls~~. (See Figure 18.13.060-1).



(New) Figure 18.13.060-1 Example of Parking Lot Planter Areas. In this example, there are three medium-sized trees (“A”) for 18 parking spaces, with ground cover (“B”) and shrubs (“C”).

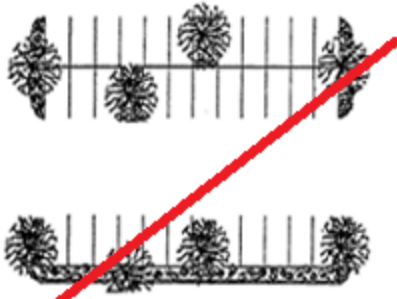


Figure 18.13-1 Parking Lot Planting Islands



Figure 18.13-2 Parking Lot Landscape Divider Strip

- D. Planter strips (medians) and tree wells shall be used within parking areas and around the perimeter to accommodate trees, shrubs and groundcover.
- E. Planter areas shall provide a five-foot minimum width for trees must provide a minimum of 500 cubic feet of soil, and shall provide eight-foot by eight –foot (8'x8') minimum of clear planting space. For other vegetative buffer areas a minimum of a five foot clear width must be provided.
- F. Wheel stops should be used adjacent to tree wells and planter areas to protect landscaping from car overhangs.
- G. Curbed planting areas shall be provided at the end of each parking aisle to protect parked vehicles, and provide shade.
- H. No more than fifteen parking spaces shall be located in a row without a landscaped divider strip (See Figure 18.13.060-1).

(Repeal) Chapter 18.31 – SENSITIVE AREAS AND OPEN SPACE

~~18.31.010 – Purpose.~~

~~18.31.020 – Scope.~~

~~18.31.030 – Administration.~~

~~18.31.080 – Tree retention.~~

~~18.31.090 – Vegetation removal.~~

~~18.31.110 – Mandatory preservation.~~

~~18.31.120 – Negotiated preservation.~~ (Staff Note: Portions of this section were moved to Sec. 18.09.060)

Attachment “B”

Comments Received on Draft Urban Tree Program

There were 250 responses to the Community Survey (Spring 2017). The following people provided additional comments at the conclusion of the survey.

1. jim.callerame@ipaper.com	Focus on HOA's that have let common areas go unmaintained. There is really no good reason to let the views and property values decrease to this extent.
2. aikotabcal@hotmail.com	Thank you for this opportunity to participate!
3. dcamin@comcast.net	Please remove, not just cut, blackberries. They are taking over! Require developers to have more permanent green space in new developments. Natural areas and trails will become more valuable to the community as things develop around us. The green space and trails in our neighborhood were a major reason for us to purchase a home here. Thank you. Darin Camin
4. catherineandrichard@comcast.net	An active tree protection/regulation program is way overdue. Thanks!
5. 4Brett@live.com	Thanks for asking! I'd love to help get more sound & interesting trees around Camas.
6. mudpony@hotmail.com	I am all for less regulation!
7. Gennygrimm@hotmail.com	It would be lovely if developers who cut trees outside their legal boundaries were fined more harshly. Landslides in the area should have been avoided but greed put our neighbors at risk.
8. doug.wells@comcast.net	none
9. dmhood@comcast.net	I am very pleased with the priority put on keeping trees in Camas
10. julie.mike.hill@gmail.com	We can only do this ONCE, so please do it RIGHT. SAVE MORE TREES.....SAVE MORE OPEN SPACES....THIS IS A BEAUTIFUL PLACE~NATURALLY! We can grow AMONG the trees! Thank you all for all you do for this community!
11. junestiehl94@gmail.com	On any new development please restrict the planting of trees too close together in medians, and narrow parking strips. These trees get big way too fast and they impair our vision.
12. msaptanner@yahoo.com	To prevent landslides and to preserve the views of trees-no more clear cutting.
13. bryceasherrell@gmail.com	Think it would be a good idea to drop all the dead trees around Round Lake. I don't want one falling on me. That is a heavily used park and trail system. Also maybe a volunteer tree replant day to fill in the dying forest around the lake and surrounding park.
14. cathy.sawyer@yahoo.com	Every time I walk anywhere around the lake with my partner, the comments always turn to the dying trees. City trees are the least of my concern. Property owners should be able to plant and remove trees as necessary if it doesn't block people's view, but the city and county must model proper tree care by preserving, protecting and treating sick or insect infested trees in park land. They also need to do more to clean the lake and preserve the green space areas that make our community great. Developers should be required

to plant native trees and have green space in every development. Please drop all dead trees around Lacamas Lake and replant immediately. This is a huge factor to the appeal of the city of Camas. The rate of change I've seen in the Lacamas Park system is unconscionable and irresponsible!

15. Rdkhking@gmail.com	Thank you for valuing our input.
16. Warwolfner@gmail.com	I sat on a homeowner's board where multiple people removed street trees which were cared for by the city and homeowner's were fined for their removal. Many never paid their fines nor did they pay for a replacement tree. The overall neighborhood appearance was marred by these empty treeless spaces, simply because these homeowners were too lazy to rake up leaves. Killing and removing the trees solved their immediate problem without any regard or responsibility for their actions.
17. lisasikkema@gmail.com	Trees are one of the defining characteristics of Camas that make it beautiful - the more the better!!
18. Alivia@justagirlinecamas.com	Please, please make more of an effort and create much stricter policies to protect our trees. Thank you for having this survey. It is a start. Please contact me if you have a committee for this.
19. Dscholtes1@gmail.com	Trees beautify our community and add value to the esthetics once matured. Careful selection to balance neighboring concerns should be applied and considered but city of Camas enforcement is critical.
20. Elocin71@gmail.com	Would love to see the ivy taken care of that has spread up the trees on lake and Everett. Would be interested in volunteering in a group to do so, after instruction.
21. Jasonlind440@gmail.com	We need more evergreens, and large pines, less leafy messy trees. New developments should have to plant 2 for every one taken out.

Comments compiled from the 97 Skyridge Middle school students in response to the question, "*Are there any other changes to Camas' tree regulations that you would like to see?*"

- A tree that is removed must be replanted
- An adequate reason should be provided before a professional to request permission to remove a tree(s). Make tree regulations in Camas more accessible.
- Another regulation to consider might be the amount of fee to pay when removing different types of species too.
- Chop down the minimum amounts if you have to remove them. Be careful around growing trees. Leave enough trees so animals can stay in their natural habitats.
- During construction or new developments, trees should only be cut down if they are causing hazards or conflicts within the construction site.
- Fix forest home road.
- I don't want to see any more trees removed. I understand that The City of Camas is growing immensely, but I want all wildlife and trees to stay the way it is.
- I think if someone removes a tree, they have to plant a new one somewhere else.
- I think that in Camas we cut down too many trees. So instead of cutting down more trees we could build in places that have no trees in the first place like an open space. Unless we cut down the trees and replant them in a more suitable place which would be a better cause for the environment and people.
- I think that people should replace trees they cut down because TREES HELP US LIVE!!
- I think that there should be more protected area for the trees in Camas.
- I want forests to stop being destroyed and animals' habitats being destroyed.
- I would like for people to show or write down a valid reason to remove trees when they think fit.

- I would like to be a well-known punishment for removing trees.
- I would like to see less deforestation, and if there is we need to plant more trees in places like parks and preserved. Also we should build more parks to accommodate for the rise of population.
- I would like to see more of the forested areas to be protected by Camas. I would also like for people to not be able to cut down trees unless they plant another tree for every tree they cut down.
- I would wish to see more tree replanting programs / more tree replanting after construction.
- I'd like to see more regulations of trees being replanted if cut down for wood, paper, etc.
- if the tree is on their yard they should be able to chop it down without permission
- Make the tree regulations more clear
- more trees and plants [more environment]
- no more trees cut down
- No, I wasn't aware that this was a problem because I just moved here though.
- People should be allowed to water the plants/trees, their choice.
- That all invasive trees should be removed.
- that tree should be planted for every tree cut down
- There shouldn't be a fee for removing invasive species'.
- Whenever I have seen a development in my area I have never seen trees remaining.
- Yes, for every tree you cut down, 2 should be planted
- Yes, I would like to see no one cutting down places densely populated by trees due to my sightings of animals such as rabbits and deer which live in the areas.

Comments received by mail and email to City Staff (Arranged by date order). Some of the comments were abbreviated given their length. When abbreviated, their full unedited comments are part of the record and referenced.

Prof. Buck Abbey, Landscape Architect, Louisiana State University	8/14/17	<p>Sarah, Thank you for your note. Attached are two files that have been created to calculate shade requirements for landscape trees. One file provides a table showing tree shading capability for various sized trees Extra Large, Large, Medium and Small. You can easily determine trees sizes for your region that will match these sizes and their shading capability. In order to use the calculator a landscape plan showing tree sizes and placement is necessary. Most landscape codes do require landscape plans to be drawn.</p> <p>I have studied landscape codes and tree ordinances since the mid-1980's and very few actually require landscape plans to be designed with shade in mind. Many do not take trees to be a major factor in the design process. Many landscape codes address trees only based upon spacing. Very few high school math calculations are essential in creating a landscape plan. Most codes and ordinances do not set quantifiable standards for tree spacing based upon size, growth potential, root space and shadow patterns. Communities should set better standards for trees in landscape plans based upon some reasonable environmental standard such as trees per acre or caliper inches per acre, shade production per acre or some other meaningful environmental basis. Quantities are not as important as growth potential. Many landscape codes set standards for too many trees in too little planting spaces. The calculator can assist in deterring tree canopy standards and shadow coverage potential on development site.</p> <p>When tracts and lots are cleared from standing timber, the calculator can be used to determine a minimum canopy standard to be replace or a minimum shadow pattern to be produced following construction. I would like very much to see you incorporate shading requirements into public street frontage and parking lots. Asking designers and developers and builders to provide well thought out shade patterns in the city if not going to far. Landscaping in urban areas should be more than merely decoration with living materials.</p> <p>I have looked at your code and it is very basic. I hope you can add shading into your regs. The city will be better for it.</p> <p>Please keep me informed as to the outcome of your work. My best to you and good luck with your important task of thinking about how to rebuild nature in the city with the use of shade to make your urban spaces more comfortable for people. Henry David Thoreau a naturalist-poet carefully studied trees as Darwin studied animals. Thoreau writing in 1859</p>
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foresaw that "one day they (trees) will be planted and nature reinstated" in villages and cities "to some extent." Shade, being incorporated into community landscape codes will help restore this important aspect of nature to the city.

**Ben Thompson,
Department of Natural
Resources**

8/24/17

Note: Mr. Thompson included the (former) draft with tracked comments and changes within the document. These are his summary comments.

Many of my comments are in the form of a question to you. I took this approach because there is not a single right approach. It all depends on what you're trying to achieve and what the community tolerances are for degrees of regulation in the code. I'm happy to clarify my comments or answer any follow-up questions if necessary.

1. It appears that language prohibiting tree topping has been removed from section 16.51.125. I fully support invoking the ANSI A300 standards for tree pruning that define topping as an unacceptable practice, but few who are affected by the ordinance will be familiar with the A300 standards. Furthermore, the standards are not available for reference on-line. Therefore, I think the ordinance still needs to explicitly state, in relatively plain language, the most important provisions of the A300 that the city wants people to adhere to—including that topping is a prohibited practice. Pardon my oversight if this is mentioned or included elsewhere in the code.
2. The fee schedule seems reasonable to me, except that the examples "...provided to demonstrate the range of penalties in Washington" do not include the upper extent of that range, that is fines equal to triple the value of the tree(s) removed. This idea of "treble damages" is part of Washington State's Timber Trespass Law (RCW 64.12.030). I can't tell you specifically how often this RCW gets cited in legal cases involving "urban" trees, but some cities have adopted similar language in their own tree protection codes. The courts in Washington have supported cities pursuing treble damages, where value is based on the appraised value of trees as determined by a certified consulting arborist according to appraisal formulas in the Guide for Plant Appraisal, 9th edition. The intent for such a provision is that it only gets applied to the cases that are the most egregious, willful, or malicious, and it should be a sufficient deterrent. The city may wish to reserve the right to pursue this when and where appropriate. When a person's property benefits from new views created by illegal cutting, that has often been enough evidence to pursue fines and damages against the benefitting homeowners. See Bellevue's code section #1.18.045:
<https://www.codepublishing.com/WA/Bellevue/html/Bellevue01/Bellevue0118.html> Here are some examples:
 - a. <http://www.seattletimes.com/seattle-news/eastside/illegal-tree-cutting-may-mean-fines/>
 - b. <http://www.seattletimes.com/seattle-news/politics/city-files-lawsuits-seeks-16m-over-cutting-of-150-trees-in-west-seattle-greenbelt/>
3. The ordinance will require a tree protection plan, which is good, but it doesn't say what needs to be included on the TPP. Without clear standards, the plans or permits you receive will vary greatly as applicants attempt to interpret what you want to see, which will make plans more challenging and time consuming for city staff to review. As an example, check out Lake Forest Park's municipal code section 16.14.040, #2:
<http://www.codepublishing.com/WA/LakeForestPark/>. You definitely want the applicant to include a visual representation of the area they are counting as tree canopy. Autocad can automatically calculate the area of a drawn polygon. The drawn coverage on the plan corroborates the number they are using in their calcs, and you can use this to double check suspicious or 'inflated' canopy cover estimates by measuring out the claimed tree canopy area in the field if necessary.
4. The table outlining canopy coverage credits doesn't make sense to me, and the use of cork oak as an example tells me it was cut and pasted from outside our region. Cork oak isn't planted around here.
5. The ordinance will require 30% canopy coverage through preservation, planting, or both, but it doesn't say how the percentage will be calculated. This is heavily nuanced, but your interpretations of what constitutes 30% will make big differences in which trees get preserved and why. Hear me out... I am assuming that the 30% figure will be based on acres or square footage of the surveyed lot to be developed. It sounds simple, but:

- a. If trees' canopies overhang the boundary of the property, will the applicant get credit for the entire canopy, or just the portion of the canopy that lies within their property boundary? Trees to be preserved are often at or near the property boundaries. If tree canopy that overhangs adjacent property makes up 10% of preserved canopy, that means the lot to be developed would only have 20% within the lot boundaries.
- b. Can applicants get credit for overhanging canopy from adjacent properties that are not part of the permit? To flip my previous example, if 10% of preserved canopy comes from trees on adjacent properties, and those adjacent property owners remove those trees at some point in the future, then the lot to be developed would only have 20%.
- c. Trees that are bisected by a property boundary are co-owned. In the case of co-owned trees, will the applicant get credit for 100% of the tree canopy, 50% of the tree canopy, or only the percentage of that tree's canopy that overhangs on their lot?
- d. If a co-owned tree will be removed for development, you would need consent from the other owner. How will the city address that in the permitting/plan approval process?
- e. Will the preservation or planting of street trees be eligible for canopy credit? If so, recognize that this canopy is off-site/outside of the surveyed property boundary, which gets back to the question of whether off-site trees are eligible for coverage. OR, will the area of the adjacent ROW be added to the area of the surveyed lot for purposes of calculating the 30% of canopy area required?
- f. Will you require that a minimum portion of canopy preserved, planted or both be native conifer species? Our native conifers are doing the heavy lifting for stormwater mitigation. Vancouver, WA (among other cities in the PNW) does require this though I can't recall what the split is.
- g. Will the city define what planting spaces look like for trees being planted for credit? A row of Douglas fir planted on 10' centers as a hedgerow, or any trees planted 5' from a new foundation are not likely to mature into the area of canopy that is expected of them because their planting locations are so poorly selected.
- h. How will you account for trees that die within a short time after the project has been completed? Many cities ask the applicant to post a bond for the value of trees to be planted, where the bond can not be released until a follow-up inspection is made after some period of time (usually at least a year in the case of new trees).
- i. What will be your guidance to developers who finish their projects in the middle of summer, when tree planting is ill-advised?
- j. What happens when a developer cannot meet their canopy coverage requirements? Will they be able to pay a fee-in-lieu? If so, who gets the money from those fees? Several cities have revolving tree accounts where fees in lieu are deposited and the city periodically taps that funding source for new tree projects on public property elsewhere in the city.

Geri Rubano
gerigalassi@yahoo.com

10/22/17

Sarah, I am currently listening to you speak for planning commission meeting on the Urban Tree Program. Thank you for bringing this to issue to our community. I am a tree lover and protector.

Under the Urban Tree Program is there a plan to protect old growth trees that are located on privately owned properties? For example, a neighbor cut down an old growth pine tree that was probably close to 100 years old. I don't believe the tree was a danger to the home or surrounding area. The loss of that tree was very devastating to many of the neighbors. These types of trees should be protected.

Many of the developers, if not most, in Camas have devastated the land by ripping trees out of the earth without integrating them into the master plan.

Please, can you do something about this? We need trees to protect our air, water and the beauty of our community.

Lynn Johnston, Member of Ad Hoc Committee	12/4/17	(Exhibit, PC Meeting 12/4/17) The City should not require preservation of existing trees on development land.
<p>To whom it may concern,</p> <p>Growth Management Act</p> <p>Cities are areas of land that are set aside for people to live and to work in higher densities than outlying areas. In fact, the City is mandated by the State through the Growth Management Act to achieve certain densities for residential growth. One premise of the Growth Management Act is to more efficiently utilize the space in our population centers in an effort to reduce "sprawl" into the rural areas. Naturally, we can expect that where a higher density population is required that accommodating mature trees becomes more difficult. With a comprehensive landscaping policy, however, these areas can still be pleasant places to live.</p> <p>Trees are already protected in critical areas.</p> <p>Camas is located in the foothills of the Cascades which provides us with a unique geographic setting. The consequence of this is that Camas possesses more than its share of critical areas in the form of steep slopes and wetlands. We end up with a great deal of unbuildable land where trees are already protected. Speaking specifically about the Northshore area (530 acres located north of Lacamas Lake) it has been documented that at least half of the gross acreage out there will be unbuildable due to steep slopes and wetlands. With so much land tied up in critical areas this makes the buildable land all the more important to our City's future. The city needs buildable land to continue to grow and prosper. This cannot be overstated.</p> <p>Let developers build the best plan. Developers should be allowed to design the best, most efficient layout for a particular parcel. Forcing the alteration of a workable plan to accommodate existing trees could drastically impact the functional and financial viability of a project and could even affect whether a project moves forward. Developers do a lot already. Developers are expected to install segments of utility infrastructure, to build roads, to provide park and open space to projects. Adding a complex tree preservation/mitigation policy could be viewed as a posture that is unfriendly to development. If the City continues to add layers of regulation to developable land developers may begin looking elsewhere for projects. Isolating single or small groups of mature trees can have an obvious negative impact. These isolated trees become more vulnerable to future wind damage creating a danger to both people and property. This may not be the best fit in a new housing development.</p> <p>Inequity</p> <p>If a tree preservation policy on development land is adopted the landowners who have chosen to maintain a forest cover on their property (in most cases for decades) will be immediately penalized as compared to a landowner who has chosen to clear their land of trees long ago. A good example would be the future residential areas north of Lacamas Lake. Fewer buildable acres and more design constraints translate into less development interest and lower land value.</p>		
Joseph Roush, Environmental Services Manager, City of Olympia	4/17/18	<p>Quick look over your code, couple of comments.</p> <p>It doesn't appear that you have a requirement for a tree tract as a separate tract to preserve trees in subdivisions. This can be a foundational flaw.</p> <p>Not sure if you have open space requirements as part of your subdivision code or not. If so, then you will probably be saving trees as part of that process. If you don't require open space or developers pay an open space fee instead, then you will just end up with an argument at every subdivision with conflicting requirements to meet residential densities per GMA and your attempts to save trees. Olympia got past this by subtracting the tree tracts out of the gross site area before calculating the minimum residential density.</p> <p>Also... landscape islands that are 6' x 6' are typically lacking in adequate soil volume to support a canopy size tree in a parking lot. Back in the mid 1990's I was able to get Olympia's code changed to require the islands to be 12' wide. I can show you great side by side examples of how effective this was at growing healthy trees. I also have calculations with research that supports this requirement in the attached.</p>
Charles Ray, Urban Forester and Ad Hoc Committee Member	4/18/18	<p>Email comments on draft:</p> <p>Street tree. Street tree could be a tree growing within the right of way for example behind attached sidewalks if the right of way extends beyond the attached sidewalk. Or in unimproved right of way</p>

		<p>where there is not a planter strip or sidewalk. You might want to change the definition to incorporate this. Street tree is a tree growing within the right of way which could be located in unimproved right of way, behind attached sidewalks or located within the planter strip when the sidewalk is detached.</p> <p>Re Tree Density, you might want to also require at a minimum 1 tree per lot. For example if you have a subdivision (6 lots) that is 1 acre and you save a group of 4 firs that are 28" each which is on back of 3 lots, the other lots (3) would only have to plant street trees because the density has been met with these 4 trees which are only on 3 lots.</p>
Charles Ray	5/7/18	<p>Email comments on draft:</p> <p>In the Tree Preservation Ordinance, "D. Restoration. Violators of this chapter or of a permit issued thereunder shall be responsible for restoring unlawfully damaged areas in conformance with a plan, approved by the Planning Official, which provides for repair of any environmental and property damage, and restoration of the site; and which results in a site condition that, to the greatest extent practical, equals the site condition that would have existed in the absence of the violation(s). Restoration costs will be based on the City appraised value of unapproved trees removed using the latest edition of Guide for Plant Appraisal (International Society of Arboriculture, Council of Tree and Landscape Appraisers). The amount of costs above the approved restoration plan will be paid into the tree account." Instead of using the appraised value you could use a formula such as 200-300 per inch diameter. So that if they remove a 12" tree restoration cost would be at a rate of \$200, total \$2,400.</p> <p>You may want to think about requiring setbacks so that will by default create a tree tract such as 20 foot setbacks in backyard would create a 40 foot wide tree tract if properties are back to back. I have often thought our setbacks are in adequate and in some cases not enough room for trees.</p>
Mike Odren, Olson Engineering	5/15/18	<p>Testimony recorded at May 15th Public Hearing. Mr. Odren submitted a letter to Phil Bourquin, dated May 15, 2018 (Exhibit #3 from May 15, 2018 hearing). The following is a brief summary of the letter.</p> <ul style="list-style-type: none"> • 17.19.030(A)(2)- "Every reasonable effort shall be made to preserve existing significant trees and vegetation..." However, the term "every reasonable effort" is subjective in nature; its interpretation being a potential issue between City staff, consultants and developers... • 18.03.040 Significant Trees – The proposed definition does not include unhealthy, dead, diseased, hazardous or invasive trees. • 18.13.045(B)(1)(b) Tree Survey – There is no exemption of Christmas tree farms or other heavily treed sites. • 18.13.045(B)(2)(d) Assessment – At the time of a Tree Survey, a development proposal will not know the extent of grading, trenching, paving, fencing or have construction plans developed. • 18.13.050(C)(1)- Does not support provisions for 60% native vegetation and 50% evergreen. • 18.13.050(F) – Does not support minimum 5-gallon size for shrubs. • 18.13.050(G) – Does not support the prohibition of lawns as ground cover. • 18.13.051(A) Tree Density- "Net Acre" is not defined. "Net acre" should be defined as the net acreage of developed area. • 18.13.051 Table 1 Required Tree Density – Notes that the replacement requirements for trees in commercial developments is not well defined. The tree units per acre (at 30 tree units) is too high for residential development. • 18.13.052– The required Landscape, Tree and Vegetation Plan is too subjective. • 18.13.052(B) Mitigation and Replacement– This section is not clearly defined. Should meeting minimum tree density only apply to net developable area, this argument is moot as it would not include those areas not slated for development and therefore not needing mitigation and replacement per this section. • 18.13.053 Native Vegetation Management Plan – Would this be required in addition to the already regulated critical areas? <p>"Because of the number of issues raised above, as well as what appears to be an underrepresented ad hoc committee associated with the development of the program, it is respectfully requested that the Planning Commission remand the Program in its entirety back to staff for further work."</p>
Ryan Makinster	5/15/18	(Exhibit 5, PC hearing May 15, 2018)

The Building Industry Association of Clark County (BIA) commends the City of Camas for development of a tree planning, permitting and protection code. We applaud the city's desire to use grant funding for the development of this long-needed code and understand the time restrictions inherent in the grant funding but have some concerns with the process to date.

According to the background section of the document, the program was developed by city staff with the assistance of consultants from the Davey Resource Group and informed by surveys, feedback requests and meetings with neighboring jurisdictional staff, parks representatives, property owners, the general Camas public and a civil engineer.

Unfortunately, it seems this process has overlooked some very important segments of the affected stakeholders; namely those that would bear the financial burden of these regulations and the contract professionals they would work with to address the proposed requirements. These include, but aren't limited to, developers, architects and designers, biologist, and industry advocates such as the BIA.

Without the input of these groups, potential financial impacts, design issues and implementation challenges cannot be fully addressed or mitigated in the final program.

Although we have recognized numerous concerns with the proposed language, due to the short time in which we have been aware of this proposal, we have only given the proposal a cursory review and would need more time to quantify and properly convey these concerns. Because of this, and the fact that a large segment of stakeholders has been left out of the initial discussion and draft creation, the BIA respectfully requests that the Planning Commission return this program back to the staff for further work and review.

Thomas Kelly, Lacamas Shores	5/14/18	(Exhibit 1, PC hearing May 15, 2018) Letter submitted summarized below. "The project may be well motivated, but it is incomplete and does not address the majority of the geographical characteristics of the City of Camas or the cost to both the taxpayers and utilities that serve the citizens of Camas." <ul style="list-style-type: none">• Best place for trees is in the forest. Trees planted throughout the city are inefficient.• Trees planted along the streets interfere with lighting and are unsafe.• Trees impact views from hillside homes and lower property values.• Does not support Section 18.13.053(2) Maintenance, "pruning for health of tree, not for view enhancement".
Paul Dennis, Torvale and CWEDA	5/15/18	(Exhibit 2, PC hearing May 15, 2018) The Camas-Washougal Economic Development Association (CWEDA) was just made aware of the hearing before Camas' Planning Commission regarding the proposed Tree Ordinance. While CWEDA was made aware City Staff was developing a proposed Tree Ordinance, no proposed draft language has been supplied to CWEDA for it perspective on impacts to expanding businesses, limitations on attracting new employers, or impacts to developable employment lands. While the President of CWEDA was asked and accepted to participate on the Urban Tree Program Ad Hoc Committee, CWEDA was not kept apprised of committee meeting dates, and therefore not afforded an opportunity to provide early input. CWEDA has no opinion to offer for your hearing on May 15, 2018, but asks that the hearing be continued so that CWEDA can properly evaluate the potential effects to Camas' employers and employment lands.
James Clark, Clark Land Design	5/15/18	(Exhibit 4, PC hearing May 15, 2018) Letter supported comments submitted by Mike Odren.
Donna Buntten CAO Coordinator Department of Ecology PO Box 47600 Olympia, WA 98504	5/28/18	Hi, Sarah, I took a quick look at the tree code that you sent to Commerce for expedited review. I noticed that there is some specific language for frequently flooded and geohazard critical areas, but not for wetlands. And then #3 on page 22 mentions that for "unauthorized tree removal within any critical area and associated buffer area, the violator will be subject to a fine established in the city's fee schedule and must plant new trees at a ratio of two replacement trees for each tree felled within one year in accordance with an approved plan." Can you tell us how this is intended to interact with the city's CAO?

We recommend that you include a provision for replanting AND retaining any downed tree in wetlands or buffers (as LWD) in the case of unpermitted danger tree removal. Left to natural processes, the tree or trees would have eventually become LWD. Does the CAO have a

general statement for critical areas that tree removal (including for danger trees) is prohibited unless specifically authorized? Even if it does, should it also be included here?

Heidi Rosenberg, Camas School District

6/1/18

The following is a summary of the issues raised in an email to Phil Bourquin that is on file.

- 18.13.040 – Procedure for Landscape, Tree and Vegetation Plans. Who determines and what process is used to determine that a Vegetation Management Plan “may be” required?
- 18.13.045 – Tree Survey. If there are existing trees that are in poor health or are a hazard prior to development, it is not clear whether the removal of those trees is included in the tree removal count. Will the removal of unhealthy or hazardous trees require mitigation? Understood regarding removal of healthy trees. Not understood regarding unhealthy tree clearing.
- 18.13.050 (G). Where is this no lawn standard applicable? Is it within the City's road easement area, or on the entire site? Schools include as much lawn as possible because it is easier to maintain than ground cover on such large sites (mowing versus weeding). We don't have the grounds staff to maintain ground cover in large areas. Please clarify.
- 18.13.051 Minimum Tree Density Requirement. Is there any consideration regarding required minimum tree density made for commercial (or industrial) uses that conflict with trees?
- 18.13.052 Tree and Native Vegetation Preservation. Does the City really want to place the preservation of tree density (any trees, not just significant trees) on the same level as wetlands and critical habitat? Depending on the interpretation of this language, it seems like this could be considered an unreasonable taking of private land without the same federal and state basis as wetlands and critical habitat.
- 18.13.053 Native Vegetation Management Plan. For those lands that are proposed to be set aside as undeveloped open space tracts, a vegetation management plan is required... A seasonal maintenance plan for optimal tree care and to control the spread of invasive species must be included in the plan. When a Vegetation Management Plan is required, how long is it applicable and who is responsible to do the maintenance? Does this requirement apply to commercial developments such as schools, or is it associated with residential developments with defined open space tracts? ... (Shortened for brevity)... In other words, have you considered the application of this regulation on large parcels of land with acres of open space?
- 18.13.060 Parking areas. Is there any consideration made for commercial (or industrial) uses that conflict with trees? For example, the school district plans to expand its bus parking area next year. There are no trees in the existing bus parking area, even in the section that was expanded in 2011, and there shouldn't be any trees included in the expanded area. The trees become a nuisance for bus maneuverability and operations. How will the tree ordinance be applied in this case?

Thank you for the opportunity to comment on this code change. We appreciate your consideration.

**Dave Miller
(Exhibit included with
June 19, 2018 public
hearing)**

6/3/18

I saw the 6/1/2018 facebook post about a proposed urban tree program, and I wanted to submit a comment since I won't be able to attend the public hearing on June 19.

My name is Dave Miller and I live at 3509 NW 3rd Ave in Camas.

I haven't seen the details of what is being proposed, but in general I am very supportive of an urban tree program. I am also pleased to read that you are learning from what has been successful in other cities.

It would be great if your program included consideration for the following:

1. Educating residents about non-native invasive plants which threaten our trees, namely English Ivy. Most people don't know that ivy will eventually pull down most trees due to the weight of the vines. I have cut ivy off trees in our neighborhood, including one vine that was 8 inches in diameter (I saved a chunk of it if you'd like to see it). Also people don't know that when they allow ivy to climb and flower/fruit, they are spreading ivy to all of their neighbors and the whole area, via birds who eat the ivy berries. I have seen a dramatic increase in ivy seedlings in my yard in the last 5 years. I never found even a single ivy seedling in the 23 years prior to that. So something has changed recently.
2. Funding for ivy removal from existing trees in the City's open spaces. The City is currently spreading ivy via birds as I described above. By "removal" I don't mean complete eradication, I

mean just cut it off the trees every 5-10 years so that it is not flowering and fruiting. This is quite easy to do, you just have to make a cut in the vines on the trees, and ensure that the ivy's cambium layers are no longer touching.

The portion in the tree will die and eventually break down and fall off. Of course to prevent it from climbing the tree again, you would need to kill the entire plant (i.e. the part on the ground), which typically requires herbicide. But you will also need to regularly check for new seedlings. As I mentioned, if ivy is allowed to grow unchecked, it will eventually pull down the tree it is on.

3. Focus on native trees, especially trees which can handle weather extremes and hotter/drier summers which are becoming more frequent due to climate change. A notable example is Oregon White Oak (*Quercus garryana*). I do understand that a *Quercus garryana* would not be happy in an 18" parking strip, so something else would be appropriate there. But for properties which have the space, perhaps you could give a special honor to anyone who plants/preserves a *Quercus garryana* or similar tree that is native to the Camas area.

4. Speaking of special honors, I would give your highest honor to anyone who creates a "living snag" wildlife tree on their property (including the City, on its property). A living snag is created by removing the top 1/2 or 1/3 of a tree by either girdling it at that height, or cutting it leaving a jagged top, with some living branches below the girdle/cut. What this does is create a path for disease to enter the core of the tree, and triggering a slow decline of the tree. This mimics what happens naturally in the forest, and provides roosting and breeding space for birds, bats, and all kinds of creatures for many years. A tree which is girdled near the ground will also provide good habitat, but since the tree is completely dead, it will fall in just a few years. A living snag can remain standing for 20-40 years. Obviously you wouldn't want to do this if the tree could fall on a structure or road. See "Creating Snags from Live Trees" here: <https://wdfw.wa.gov/living/snags/> I have done this to several trees in my yard and it is working well.

As you might guess I have cut a lot of ivy off trees as a volunteer for the county (Lacamas Park), the USFWS (Steigerwald and Pierce NWRs), the Port (Washougal Waterfront Trail), and the City of Vancouver (Ellen Davis Trail/Burnt Bridge Creek). So I have a lot of practice and tips I would be happy to share.

**Tom Kelly
(Exhibit included with
June 19, 2018 public
hearing)**

6/7/18

Comments on the Environmental Checklist and Draft of the Camas Urban Tree Program:

SEPA Section 10, item b. "what views in the immediate vicinity would be altered or obstructed?" Trees or any landscaping that blocks a view of the Lake or other view asset of Camas should not be allowed and measures need to be proposed to protect that asset (views do have dollar values and are defined by the County Assessors Office for locations that have views of the Lake, River or other "

SEPA Section 14, item d. "will the proposal require any new or improvements to existing roads, etc." Yes, any proposed landscaping in the right of way must have a plan to perform maintenance to keep landscaping for view of traffic, etc., max height of 36 inches for bushes, trees limbed to 8 feet over sidewalks, and 12 feet over roadways.

Draft, Chapter 12.04 - Sidewalk and Street Maintenance; This concept is unconstitutional, meaning, the City owns the right of way, not the abutting property owner, and the City, having the authority to assign/control what is put on that right of way, by definition, is responsible for its maintenance and repair of any landscaping or structures or utilities placed in that right of way. To burden the abutting property owner with the maintenance and repair/replacement is unethical and immoral, just as that property owner is not responsible for trimming in any Park that abuts private property.

Draft, Chapter 18.13.053 -Native Vegetation Management Plan; items 2 and 7 should include a plan to provide and protect views, an asset, of at least 70 percent of lot width. A hillside property with a view of Lacamas Lake has a view worth \$100,000.00 or more; the loss of that view, intentional or otherwise, reduces that lots value, as determined by the County Assessors Definitions.

Summary of comments: Landscaping of any type must be maintained to function as designed, and the City should consider long term costs of such maintenance on their property, such as the right of way of every street, present and future. Your expectation of where the City will be in 20 years is far short of what will happen, especially with trees that grow 3-5 feet per year. A more appropriate

		plan would be 50 to 100 years; yes, beyond many of your lifetimes, but realistic for those that follow you. You would be well advised to consider promoting the view and accessibility of the assets of Camas; Lacamas Lake, the Columbia River, Historical sites, etc., with the same effort being expended to protect that landscaping which enhances the City streets and neighborhoods.
Anne Marie Skinner PBS Engineering (Exhibit		<p>This looks good and I really like it. Appears to be reasonable and not onerous to developers in my opinion, yet still provides clear and specific guidelines for trees and landscaping plans and provides for a good mix of native/deciduous/evergreen tree and vegetation requirements to support the goals in the comprehensive plan surrounding trees, nature, and vegetation. It's wonderful when code requirements are quantifiable and objective.</p> <p>I only have one question, and perhaps I missed it, but how is the tree unit determined for newly-planted trees? I see the chart for existing trees based upon their DBH, but if all new trees had to be planted to meet the 20 tree unit/net acre requirement what is the measure for determining how many tree units the proposed new tree equals? Or, maybe that same chart is utilized based upon the DBH of the trees at planting? I'm trying to analyze the current project on 43rd Avenue based upon this new code, but most of the existing trees are being removed. I need to determine a tree unit number for each of the trees being planted, so do I base it off their DBH at planting? It's not readily clear to me.</p>
Mike Odren Olson Engineering (Exhibit included at June 19, 2018 public hearing)	6/15/18	Note: Comments were handwritten within the draft document. Refer to Exhibit #4 from Planning Commission's public hearing on June 19th.
Bryce Hanson (Exhibit included at June 19, 2018 public hearing)	6/18/18	<p>Again thanks for letting us provide some feedback for consideration. As stated before, we are happy to see some more definition to the code. Here are some comments/suggestions/question:</p> <ol style="list-style-type: none"> 1. 3.54.010 B(1) clarify how these acquired areas would be preserved to show the City is being held to the same standard as developers. Will these areas be treated like an off-site mitigation zone for tree planting, education, etc.? 2. 18.03.040 – provide a definition for “hazardous tree” 3. 18.13.025 – I believe you have exemptions for removal of “hazardous street tress” but no exemptions defined for hazard trees on private sites 4. 18.13.025 (D) a minimum tree density of 30 is still referenced. For consistency, we believe it should be 20. 5. 18.13.045 (B)2(e) – this sounds like you are asking for a partial tree risk analysis... this could turn into requiring a lot of additional work on the initial tree survey, especially for large heavily treed sites. A lot of which may not be necessary. You are also calling out “targets” which implies risk analysis. Perhaps this part of the assessment should only be required for trees that being considered for tree retention areas. 6. 18.13.050(D) – you use “unless otherwise specified” please define where this exception could occur to allow for less than a 30-foot minimum spacing. 7. 18.13.051 (B) – have you updated the Design Standards Manual? Basically we are looking for more clarity on how to calculate the tree density requirements when considering some of the following circumstances: <ol style="list-style-type: none"> a. Critical areas that have trees (forested wetlands, steep slopes, etc.) b. Critical area buffers c. If you are only developing part of parcel and not touching the rest. (i.e. you want to build on 2 acres of a 10 acre site). Do you have to survey, assess and provide potential mitigation for tree density on the remaining area? 8. 18.13.052 (A) – Please clarify the statement “This may require site redesign”. First of all, who is going to make this determination at the City? It really should be an arborist who is looking at the design from a tree impact/protection standpoint. This scares a lot people because it implies that the City can dictate the exact use of a site rather than allowing the developer to choose how they want to develop the site. And it opens the door for potential liability issues due to the required redesign and retention of trees that otherwise may have been recommended for removal. Basically it leaves a lot of uncertainty as to where the line is drawn for retention. 9. 18.13.052 (B) – Please provide clarity for how these trees will be protected. Do you really want to force them into tracts or can protective covenants work? That way the land use of sites isn't as affected. Number 5 on the priority list makes it sound like the City is more concerned about trees

		<p>than public safety. It may be prudent to include additional language that holds public safety paramount to all other factors.</p> <p>10. Is a report required? Or just the survey (inventory & assessment), which can be addressed with a table on the tree protection/preservation plans?</p>
Geri Rubano	6/19/18	<p>Sarah,</p> <p>I attended tonight's meeting and would like to know why old growth trees on private property less than 24,000 square feet are not in the proposed Urban Tree project? We have hundred year old trees being cut down without any protections. How can we get those protections into the plan?</p> <p>Thank you for all the hard work, energy and dedication you've put into getting this project off the ground.</p>
Mike Odren Olson Engineering (Exhibit included at June 19, 2018 public hearing)	6/19/18	<p>Thank you for your and staff's efforts in putting this together and addressing our concerns. The proposed changes look good and provide the necessary flexibility that is needed to address a variety of landscape design considerations. The only other comment I have is found below:</p> <p>1. Section 18.130.050(C)(1) – Highly suggest adding the following, "Required landscaping shall be comprised of a minimum of sixty (60) percent native vegetation, drought-tolerant vegetation, or non-invasive naturalized species that have adapted to the climactic conditions of the coastal region of the Pacific Northwest, and 50 percent evergreen." This is used in landscape codes in other local jurisdictions that allow for greater flexibility. Otherwise, the way this section currently reads will severely limit the species and varieties of plant materials that may be used.</p> <p>Please allow this email to be additional testimony from Olson Engineering, Inc., as I will not be attending the hearing this evening.</p> <p style="text-align: center;">From: Sarah Fox To: 'Mike Odren'</p> <p>Mike,</p> <p>Thanks for the follow-up.</p> <p>The change that you are suggesting below, I thought that I had addressed on page 15 with "or adapted to northwest climate"?</p> <p style="text-align: center;">To: Sarah Fox From: Mike Odren</p> <p>Sorry, Sarah. I didn't see that. The change you are proposing is fine. Sorry I didn't see that. Good luck tonight!</p>
Bryce Hanson (Exhibit included at June 19, 2018 public hearing)	6/19/18	<p>Sarah, I am going to double up on Mike's statement below and thank you for the hard work putting the tree code together. It seems like you addressed some of our comments/questions from the email I sent on 6/18; however there are a few items that are still unanswered or not addressed.</p> <p>As with Mike, I will not be able to attend tonight as I have prior obligations. Please allow my previous email (attached) to be additional testimony for the hearing.</p>
Geri Rubano	6/22/18	<p>Hello,</p> <p>I attended the meeting on Tuesday evening and I spoke in support of the Urban Tree Program. I understand that after meeting with developers on May 15 you amended the program to accommodate them by reducing the amount of trees per acre from 30 to 20. Will the comments voiced from the citizens in approval be heard and amendments on the program changed? Will you increase the fines from \$1K for the removal of a large tree to \$8K? Why is there no protections for old growth trees on private lots less than 24K square feet? We have to live in Camas and witness the death of old growth trees without consequence to the person(s) who decide to remove a tree that has existed far longer than most citizens in Camas. Enough is enough! Let's make Camas a leader in the preservation of its trees.</p> <p>Thank you,</p>
Geri Rubano	7/3/18	<p>City Council Members,</p> <p>These photos are what is wrong with our city. Why can we not protect our most important natural resources? These old growth trees will be gone forever because a developer couldn't integrate them and because you allowed it to happen.</p> <p>We have to do better than this.</p>



Claire Houlding

7/3/18

Dear City of Camas,

I am writing to you to voice my concern for the trees in our area. We have been Camas residents since 2006 and it breaks our hearts to see how many trees are being cut down to make room for new developments. Many of the trees that are being cut down are old growth trees, which our children will never again experience in their lifetimes. Not only are many of these trees beautiful and unique in their mature age, they are a part of the Camas landscape. Once these signature trees are cut down, they gone forever and the personality of the city is altered... and not towards its benefit. The oldest, most established cities in the world, boast of their beautiful and mature vegetation, which grace streets, parks, landscapes and town areas with class. Why are we cutting down so many of these old beauties?! Let's build around them!

The second concern for the trees is not of a cosmetic nature, but of an environmentally conscious one. Trees clean our air of the increased pollution created by car and factories in our exponentially expanding society. We need more trees than ever ... not less! Trees help with corrosion, water distribution, air filtering, habitats for birds and other creatures, provide shade and oxygen. Please stop removing vital trees in Camas!

Why were the trees lining the road at Camas Meadows golf course removed? It looks terrible!!!

It seems as though people are trigger happy with chainsaws. Please prevent this senseless cutting down and invoke heavy fines on those who do alter our landscape and environmental profile with no regard for others. We should be able to vote on the whether healthy old trees are removed. Those which need to be removed due to safety concerns should be replaced by at least 2-3 new trees to make up for the loss.

Please stop this wholesale removal of life- preserving trees in Camas. It is not to the benefit of anyone to remove them. We need our trees to stay where they are. People who want to live in a tree-free environment should move to the desert and stop cutting down ours! Trees belong to the landscape of the PNW, and have defined the look of quaint, lovely Camas for decades.

Attachment “C”

Camas Post Record

Camas moves to save its trees - City leaders eye urban tree preservation plan

By Kelly Moyer | May 31, 2018

Efforts are underway in Camas to preserve the city’s urban trees in the midst of rapid residential and commercial development.

“This was something people cared about, and asked about when we were doing our comprehensive plan update,” Camas Senior Planner Sarah Fox explained of city staff’s two-year project to revamp Camas tree preservation codes.

When city leaders asked Camas residents — at events like Camas Days and in online surveys — what they hoped to see in Camas 20 years in the future, many people said preserving the city’s tree canopy was important to them, Fox said.

“Most people didn’t know that we didn’t have any protections for our trees³,” Fox said. “We couldn’t do anything about the areas already being developed, but we could look at (creating a new urban tree program).”

City staff secured a Washington Department of Natural Resources’ Urban and Community Forestry Program grant to pay for consultants from Davey Resource Group, formed an ad hoc committee, and spent nearly two years researching what other cities require from developers and individual property owners when it comes to protecting urban trees.

The city’s current code on tree retention, which states “to the extent practical, existing healthy, significant trees shall be retained” and “preservation of groups of significant trees, rather than individual trees shall be preferred,” is vague and open to interpretation, which has caused legal problems in the past, Fox said.

The current code doesn’t prohibit people from tearing down existing trees on their own property, require developers to retain a certain number of trees or even adequately protect trees within the city’s open spaces.

“We have a code that says developers have to put in a street tree, but no code that says they have to keep it

or replace it if it dies,” Camas City Councilwoman Bonnie Carter pointed out at a May 15 Camas Planning Commission public hearing on the proposed Urban Tree Program. “If my neighbor takes that (street tree) down 15 or 20 years later, that means something to me.”

Program would protect trees, set ‘tree unit’ levels for developers

Carter, along with Camas Parks and Recreation Commission member Cassi Marshall, sat on the eight-person ad hoc committee that reviewed the city’s tree codes and researched other methods of retaining and preserving an urban tree canopy.

Both women told Camas planning commissioners that the city also has a problem with people removing trees from public property.

“We have citizens who take down trees in public open spaces to preserve their view,” Carter said at the May 15 public hearing. “They can do it, and we have no restoration means to put (the trees) back. This affects all of us in this community.”

Marshall agreed.

“We have a huge frustration with people taking out trees in our open spaces and green spaces,” she told planning commissioners. “(The city code) has no teeth (for) addressing restoration.”

Marshall also said she supported the proposed Urban Tree Program because it would not only give city leaders “teeth” to prevent and punish the theft of open space trees, but also provide guidance for residential and commercial developers.

“You hear so much when a very visible, obvious development goes in and (takes down trees),” Marshall said. “(The proposed program) would go a long way in ... keeping Camas a beautiful, vibrant, green community.”

³ Staff note: This quotation, should have more accurately read “street trees”.

The new Urban Tree Program being proposed by city staff would require a street tree permit, change the city's code relating to park and open space trees, add tree preservation language to existing city code and amend the fines and fee schedule for removing trees.

Much of the program takes its cue from the tree preservation efforts in Olympia, Washington, a city that has had an urban tree program in place for more than 20 years.

The ad hoc committee looked at several urban tree programs, and sent Camas staff to Olympia to meet with that city's planners and urban foresters to better evaluate what did and did not work.

Under the proposed program, the city would — much like Olympia and Vancouver — require developers to meet a “tree unit” threshold based on the size of the project, its usable amount of developable land and the type of existing trees on the site. If developers absolutely could not meet the tree unit requirement, they could opt to instead put money into city tree fund to preserve healthy trees and plant new trees inside city limits.

The program would also allow city leaders to fine people who illegally removed trees from the city's public open spaces and require them to replace the stolen trees.

People looking to remove street trees from their private property would need to secure a permit first. The city may charge a permit fee and could require property owners to replace the street tree within six months. Under the permit program, “tree topping” or cutting off a tree's upper branches would be prohibited and considered a form of tree removal.

Hunter Decker, a Clark County forester who also sat on the ad hoc committee, said he supported the urban tree program in Camas, and told the city's planning commissioners on May 15 that Clark County leaders are considering a similar program to preserve trees in the county's urban growth boundary areas.

“There is a public outcry for the protection of trees,” Hunter said. “Trees help with aesthetics and beauty. They take up water and provide clean air.”

Commissioners side with developers, send proposal back to city staff

The plan did have some opposition at the May 15 public hearing. The “nay” group consisted mostly of

developers and building industry representatives, who said they'd been left out of the planning process, despite the fact that city staff had emailed more than 160 interested stakeholders and met all legal notification requirements for the public hearing.

“It seems this process has overlooked some very important segments of the affected stakeholders; namely those that would bear the financial burden of these regulations,” stated Ryan Makinster, government affairs coordinator for the Building Industry Association of Clark County, in a letter to Camas Community Development Director Phil Bourquin asking that the Camas Planning Commission return the plan to staff for further review before sending to the Camas City Council.

Makinster also spoke to commissioners at the public hearing.

“We do support the plan, but feel it's too premature to move forward to the city council,” he said. “Maybe slow down its movement. I found out about this yesterday.”

In the end, the Camas Planning Commission voted to return the plan to the city's planning department and instructed city staff to do more outreach to the development community before coming back to the commissioners.

“It sounds like we need to meet with some of the development community before we decide to move this forward,” Planning Commissioner Jamia Johnson said.

If the commissioners do adopt the plan and forward it to city councilors, the proposal would still need to go through another round of public hearings and could be altered by council members to address concerns from developers or interested citizens.

For more information about the proposed Urban Tree Program, visit ci.cammas.wa.us⁴ and click “Minutes, Agendas and Videos” link under the “Your Government” tab at the top of the page, then find the May 15, 2018 Camas Planning Commission public hearing link to view attached documents or watch the hearing on video.

⁴ Staff Note: This is not a valid website address. The correct address is www.cityofcamas.us

HOMEOWNERS'S GUIDE TO STREET TREE PERMITS

APPLIES TO: Developed Single Family Property,
Less than 24,000 square feet
and cannot be further divided.

FREQUENTLY ASKED QUESTIONS:

WHY TREES ARE IMPORTANT

Why do we want trees along our roadways and on our properties?

Trees provide a number of important benefits to our community. Having trees along our roadways shades the road surface, and reduces urban heat. This shade also helps to reduce the frequency of resurfacing our roads.

Trees on our properties provide benefits in reducing energy costs for heating and cooling.

PERMITS

Do I need a permit to remove a tree within the planting strip along the roadway?

YES. A permit is required to remove and replace street trees along the roadway.

Do I need a permit to remove a tree from my property?

A permit is not required to remove a tree if property is not within a critical area and can not be divided.

How do I know if my property is within a critical area?

Contact: **Camas Planning Division** on 360.817.1568 to determine if property is within a critical area.

Email:
communitydevelopment@cityofcamas.us

MEASURING A TREE

How do I measure a tree?

Measure the diameter of each tree at 4.5 feet above the ground. This is called the diameter at breast height (DBH) and it is measured in inches.



REMOVING TREES

If I am going to remove a street tree, what do I do?

You will need to obtain a tree removal permit. The permit is available at **Camas Planning Division**. Phone 360.817.1568 or email; communitydevelopment@cityofcamas.us

To apply for the permit you will need to do the following:

1. Show the outline of your property, and the approximate location of your house, driveway, street and any other improvements.
2. Indicate the approximate size and species of tree(s) to be removed and provide a reason for removal.

There is no permit fee.

REPLACING TREES

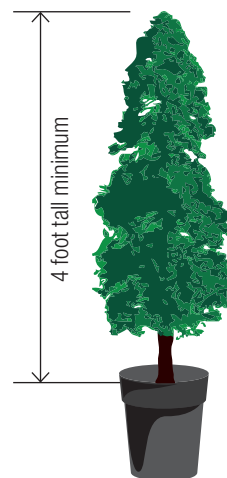
Do I have to replace any certain type of tree?

Contact **Camas Planning Division** on 360.817.1568 for a suggested and prohibited list of trees.

For residential property owners located within a Homeowners' Association, contact the Association President for CCRs Plat information to determine tree removal limitations.

Is there a minimum size tree that I have to plant back?

YES. Trees to be planted must meet the following size specifications.

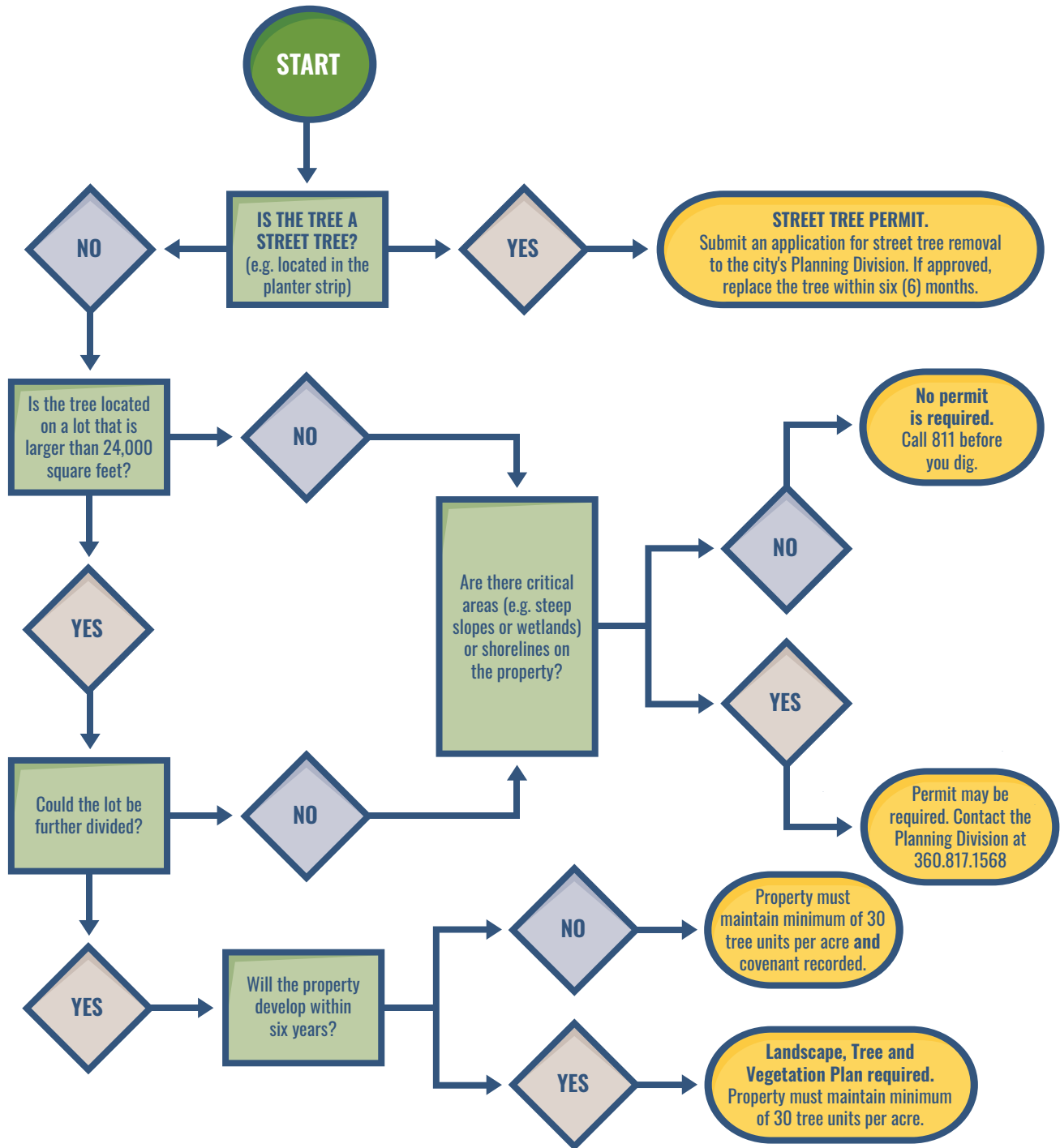


EVERGREEN:
4 Foot tall minimum



DECIDUOUS:
2.0 inch caliper, branched
2.0 inch DBH

TREE REMOVAL PERMIT REQUIREMENTS FOR RESIDENTIAL LOTS



Note: If tree is designated on a plan or a development for protection, then follow the process for Street Tree Removal and submit an application to the Planning Division.

From: [Dave Miller](#)
To: [Community Development Email](#)
Subject: Urban Tree Program Comment
Date: Sunday, June 03, 2018 11:54:11 PM

I saw the 6/1/2018 facebook post about a proposed urban tree program, and I wanted to submit a comment since I won't be able to attend the public hearing on June 19. My name is Dave Miller and I live at 3509 NW 3rd Ave in Camas.

I haven't seen the details of what is being proposed, but in general I am very supportive of an urban tree program. I am also pleased to read that you are learning from what has been successful in other cities.

It would be great if your program included consideration for the following:

1. Educating residents about non-native invasive plants which threaten our trees, namely English Ivy. Most people don't know that ivy will eventually pull down most trees due to the weight of the vines. I have cut ivy off trees in our neighborhood, including one vine that was 8 inches in diameter (I saved a chunk of it if you'd like to see it). Also people don't know that when they allow ivy to climb and flower/fruit, they are spreading ivy to all of their neighbors and the whole area, via birds who eat the ivy berries. I have seen a dramatic increase in ivy seedlings in my yard in the last 5 years. I never found even a single ivy seedling in the 23 years prior to that. So something has changed recently.
2. Funding for ivy removal from existing trees in the City's open spaces. The City is currently spreading ivy via birds as I described above. By "removal" I don't mean complete eradication, I mean just cut it off the trees every 5-10 years so that it is not flowering and fruiting. This is quite easy to do, you just have to make a cut in the vines on the trees, and ensure that the ivy's cambium layers are no longer touching. The portion in the tree will die and eventually break down and fall off. Of course to prevent it from climbing the tree again, you would need to kill the entire plant (i.e. the part on the ground), which typically requires herbicide. But you will also need to regularly check for new seedlings. As I mentioned, if ivy is allowed to grow unchecked, it will eventually pull down the tree it is on.
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girdle/cut. What this does is create a path for disease to enter the core of the tree, and triggering a slow decline of the tree. This mimics what happens naturally in the forest, and provides roosting and breeding space for birds, bats, and all kinds of creatures for many years. A tree which is girdled near the ground will also provide good habitat, but since the tree is completely dead, it will fall in just a few years. A living snag can remain standing for 20-40 years. Obviously you wouldn't want to do this if the tree could fall on a structure or road. See "Creating Snags from Live Trees" here: <https://wdfw.wa.gov/living/snags/> I have done this to several trees in my yard and it is working well.

As you might guess I have cut a lot of ivy off trees as a volunteer for the county (Lacamas Park), the USFWS (Steigerwald and Pierce NWRs), the Port (Washougal Waterfront Trail), and the City of Vancouver (Ellen Davis Trail/Burnt Bridge Creek). So I have a lot of practice and tips I would be happy to share.

Regards,

Dave Miller

Jan Coppola

From: tomkellyevi@aol.com
Sent: Thursday, June 07, 2018 8:40 PM
To: Community Development Email
Cc: Scott Higgins; Peter Capell
Subject: Urban Tree Program (SEPA18-16)

Comments on the Environmental Checklist and Draft of the Camas Urban Tree Program:

SEPA Section 10, item b. "what views in the immediate vicinity would be altered or obstructed?" Trees or any landscaping that blocks a view of the Lake or other view asset of Camas should not be allowed and measures need to be proposed to protect that asset (views do have dollar values and are defined by the County Assessors Office for locations that have views of the Lake, River or other "

SEPA Section 14, item d. "will the proposal require any new or improvements to existing roads, etc." Yes, any proposed landscaping in the right of way must have a plan to perform maintenance to keep landscaping for view of traffic, etc., max height of 36 inches for bushes, trees limbed to 8 feet over sidewalks, and 12 feet over roadways.

Draft, Chapter 12.04 - Sidewalk and Street Maintenance; This concept is unconstitutional, meaning, the City owns the right of way, not the abutting property owner, and the City, having the authority to assign/control what is put on that right of way, by definition, is responsible for its maintenance and repair of any landscaping or structures or utilities placed in that right of way. To burden the abutting property owner with the maintenance and repair/replacement is unethical and immoral, just as that property owner is not responsible for trimming in any Park that abuts private property.

Draft, Chapter 18.13.053 -Native Vegetation Management Plan; items 2 and 7 should include a plan to provide and protect views, an asset, of at least 70 percent of lot width. A hillside property with a view of Lacamas Lake has a view worth \$100,000.00 or more; the loss of that view, intentional or otherwise, reduces that lots value, as determined by the County Assessors Definitions.

Summary of comments: Landscaping of any type must be maintained to function as designed, and the City should consider long term costs of such maintenance on their property, such as the right of way of every street, present and future. Your expectation of where the City will be in 20 years is far short of what will happen, especially with trees, that grow 3-5 feet per year. A more appropriate plan would be 50 to 100 years; yes, beyond many of your lifetimes, but realistic for those that follow you. You would be well advised to consider promoting the view and accessibility of the assets of Camas; Lacamas Lake, the Columbia River, Historical sites, etc., with the same effort being expended to protect that landscaping which enhances the City streets and neighborhoods.

Respectfully,

Tom Kelly
2629 NW Lacamas Drive
Camas, WA 98607

Sarah Fox

From: Anne Marie Skinner <AnneMarie.Skinner@pbsusa.com>
Sent: Thursday, May 24, 2018 3:12 PM
To: Sarah Fox
Subject: RE: draft Urban Tree Program

That would be my only suggestion is to add something to clarify that new trees count as 1 tree unit. Other than that, I think it's great!

Anne Marie Skinner | Senior Planner | PBS Portland | 503.417.7684 (direct) | 971.330.1129 (cell)

From: Sarah Fox <SFox@cityofcamas.us>
Sent: Thursday, May 24, 2018 3:07 PM
To: Anne Marie Skinner <AnneMarie.Skinner@pbsusa.com>
Subject: RE: draft Urban Tree Program

Ahh, yes.
New trees must be a minimum caliper of 2", so their value is 1 tree unit. We were planning to use the same chart. Maybe we need to add something to clarify?

From: Anne Marie Skinner [<mailto:AnneMarie.Skinner@pbsusa.com>]
Sent: Thursday, May 24, 2018 12:11 PM
To: Sarah Fox <SFox@cityofcamas.us>
Subject: RE: draft Urban Tree Program

Hi Sarah,

This looks good and I really like it. Appears to be reasonable and not onerous to developers in my opinion, yet still provides clear and specific guidelines for trees and landscaping plans and provides for a good mix of native/deciduous/evergreen tree and vegetation requirements to support the goals in the comprehensive plan surrounding trees, nature, and vegetation. It's wonderful when code requirements are quantifiable and objective.

I only have one question, and perhaps I missed it, but how is the tree unit determined for newly-planted trees? I see the chart for existing trees based upon their DBH, but if all new trees had to be planted to meet the 20 tree unit/net acre requirement what is the measure for determining how many tree units the proposed new tree equals? Or, maybe that same chart is utilized based upon the DBH of the trees at planting? I'm trying to analyze the current project on 43rd Avenue based upon this new code, but most of the existing trees are being removed. I need to determine a tree unit number for each of the trees being planted, so do I base it off their DBH at planting? It's not readily clear to me.

Thank you,

Anne Marie Skinner | Senior Planner | PBS Portland | 503.417.7684 (direct) | 971.330.1129 (cell)

From: Sarah Fox <SFox@cityofcamas.us>
Sent: Wednesday, May 23, 2018 11:41 AM
To: Anne Marie Skinner <AnneMarie.Skinner@pbsusa.com>
Subject: draft Urban Tree Program

Anne Marie,
This is the draft urban tree program that we were just discussing. I also included the slide presentation that we shared with the Planning Commission last week. All of our public meetings are recorded and are available for viewing if you are interested in delving more into how we arrived at the current proposal.

Thank you,

Sarah Fox, Senior Planner, AICP
City of Camas Community Development Department
Phone: 360.817.7269 Email: sfox@cityofcamas.us

- Planning Commission Meeting 03/20/18 http://camas.granicus.com/MediaPlayer.php?view_id=2&clip_id=1113
- Planning Commission Meeting 12/12/18
http://camas.granicus.com/MediaPlayer.php?view_id=2&clip_id=1070&meta_id=82874
- City Council Workshop 12/04/17
http://camas.granicus.com/MediaPlayer.php?view_id=2&clip_id=1066&meta_id=81888

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Camas Urban Tree Program

Staff Report - June 13, 2018

Contributing City Staff: Sarah Fox; Anita Ashton; James Carothers; Bob Cunningham; Denis Ryan; Jeff Englund; Jerry Acheson; Jim Gant; Lauren Hollenbeck; Phil Bourquin; Randy Miller; Robert Maul and Tami Strunk.

Urban Tree Program Ad Hoc Committee: Bonnie Carter (City Council); Charles Ray (City of Vancouver Forester); Damon Webster (Mackay & Sposito); Hunter Decker (Clark County Parks); Lynn Johnston (Johnston Dairy); Patty Barnard (Citizen); Troy Hull (Planning Commissioner); and Cassi Marshall (Camas Parks Commission).

Consultants: Dorothy Abeyta, Ruth Williams, Tina McKeand, Ian Lefcourte, Ian Scott --- all of Davey Resource Group

This project is funded in part through a grant from Washington Department of Natural Resources.



Trees & Development

Repeal of Chapter 18.31 Sensitive Areas and Open Space

The following is a list of the sections of code that would need to be amended if Chapter 18.31 were to be repealed:

Title 17 Land Development

Note: Only the code references are being changed if Chapter 18.31 is repealed.

17.09.030 - Preliminary short plat approval.

(B)(5)(p) A survey of existing significant trees as required under CMC Section 18.13.045-18.31.080;

17.11.030 - Preliminary subdivision plat approval.

(B)(5) A survey of existing significant trees as required under CMC Section 18.31.080-18.13.045;

17.15.030 - Preliminary binding site plan (BSP) approval.

(B)(4) A survey of existing trees as required under CMC Section 18.31.080-18.13.045;

17.19.030 - Tract, block and lot standards.

(A)(2) Vegetation. In addition to meeting the requirements of CMC Section 18.13.045-18.31.080;

Chapter 18.03 – Definitions

18.03.030 – Definitions for Land Uses

Vision Clearance Hazard – an object that interferes with vision near intersections of roadways and motor vehicle access points where a clear field of vision is required for traffic safety and to maintain adequate sight distance. See also "Vision clearance area" design provisions at Section 18.17.030.

18.03.040 – Environmental definitions.

"Significant trees" means evergreen trees eight inches DBH, and deciduous trees other than red alder or cottonwood, twelve inches DBH. *No distinction for unhealthy, diseased, hazardous, non-native, invasive trees or other trees determined to be non-significant by arborist*
"Critical root zone" is the area of soil around a tree trunk where roots are located that provide stability and uptake of water and minerals required for tree survival.

"Tree protection zone" is an arborist-defined area surrounding the trunk intended to protect roots and soil within the critical root zone and beyond, to ensure future tree health and stability. Tree protection zones may be calculated based on multiplying the tree's DBH by a factor of 12 depending on the tree's species and tolerance of root disturbance.

"Diameter at Breast Height" (DBH) means the diameter of the tree measured at 4'6" above soil grade.

Chapter 18.09 – Density and Dimensions

18.09.060 - Density transfers.

- D. Where a tract under "C" above, includes one-half acre or more of contiguous area, the city may provide additional or negotiated flexibility in lot sizes, lot width, or depth, or setback standards. In no case shall the maximum density of the overall site be exceeded. The city may, also provide the landowner with:
1. A credit against park and open space impact fees per Chapter 3.88; or
 2. Cash from the parks and open space impact fee fund or other public fund.

Chapter 18.13 Landscaping

18.13.010 Purpose

18.13.020 Scope

18.13.025 Exemptions

18.13.030 Expansion (no amendments proposed)

18.13.040 Procedure for Landscape, Tree and Vegetation Plans

18.13.045 Tree Survey

18.13.050 Landscaping Standards

18.13.051 Tree Density Requirement

18.13.052 Tree and Native Vegetation Preservation

18.13.055 Landscape buffering standards (no amendments proposed)

18.13.060 Parking areas

18.13.070 Assurance device (no amendments proposed)

18.13.010 - Purpose.

A. To establish minimum standards for landscaping in order to provide screening between incompatible land uses, minimize the visual impact of paved areas, provide for shade, and minimize erosion; and

B. To implement the city's comprehensive plan goals which include preserving natural beauty in the city, and protecting Camas' native landscape and mature tree cover.

18.13.020 Scope

A. Unless otherwise exempted, the standards of this chapter shall apply to any site to be developed. All applicable development activities shall be required to prepare a landscape plan and shall be required to meet the minimum tree density herein created.

B. The standards of this chapter shall apply to the following:

2. Commercial, industrial, governmental uses, and land divisions;
3. Redevelopment including change of use when Site Plan Review is applicable (refer to Chapter 18.18 Site Plan Review);
4. Parking lots with greater than four spaces;
5. Development that is subject to Design Review (refer to Chapter 18.19 Design Review);
6. Undeveloped property converting to an allowed use in the zone (e.g. infill lots); and
7. Conditional uses. The standards for landscaping will be the same as the landscaping standards in commercial zones if conditional use will occur in a residential zone.

18.13.025 - Exemptions

The following activities are exempt from submittal of a Landscape Tree and Vegetation Plan:

A. Commercial Nurseries. Removal of trees and vegetation which are being grown to be sold as landscape trees.

B. Forest Practices Permit. Removal of trees as allowed with a forest practices permit issued by the Washington State Department of Natural Resources. Exemption does not include conversion of forest land to other uses.

C. Developed Residential Lots. Removal of trees on lots which: (1) are less than 24,000 square feet with an existing residential unit; (2) which cannot be further divided in accordance with the underlying zoning district; and (3) trees to be removed are not within shoreline areas or critical areas.

D. Undeveloped property and developed lots (24,000 square feet and greater). Removal of up to 6 trees per acre, up to a total of 6 trees within any 12 consecutive month period when: (1) the property is intended to remain undeveloped for a period of six years and such intent is recorded in a covenant; (2) if a minimum tree density of 30 tree units per acre is maintained; and (3) the trees to be removed are not within shoreline areas or critical areas. Removal of trees on parcels of less than one acre in size shall be limited in proportion to six trees per acre (e.g. a half acre parcel can remove 3 trees).

E. Downtown commercial zone. Downtown commercial zone properties must include properly spaced street trees, and other landscape screening in accordance with downtown design review standards, but are not required to meet tree density minimums.

F. Minor development. A Landscape, Tree and Vegetation plan is not required for any site disturbance less than 500 square feet and where no tree will be removed or adjacent tree(s) impacted.

18.13.040 – Procedure for Landscape, Tree and Vegetation Plans.

- A. Applicants shall submit a detailed Landscape, Tree and Vegetation Plan with building and site improvement plans. Included in the plans (at a minimum) shall be type, size, and location of plants and materials.
- B. A tree survey must be included for any applicable development proposing to remove trees.

18.13.045 – Tree Survey

A. The applicant must submit a tree survey that is prepared by a certified arborist or professional forester.

B. A tree survey must contain the following:

1. Inventory.

a. Map of the site, with tree locations numbered

b. Include all significant trees that will be impacted by the proposed development, which may include trees off-site if canopies overhang the subject property. Open space tracts to be set aside for conservation purposes do not need to be included in survey.

c. Provide the common and scientific name of inventoried trees.

2. Assessment.

a. Size. Measure and provide the diameter at breast height (DBH).

b. Tree protection zone. (Refer to CMC 18.03.050 Environmental Definitions)

c. Tree health. An overall assessment of the trees structural stability and failure potential based on specific structural features (e.g. decay, conks, co-dominate trunks, abnormal lean) and rated as good, fair or poor.

d. Recommendation for preservation or removal. The recommendation will consider proposed grading, trenching, paving, fencing and other construction plans.

e. If hazardous, then an evaluation of hazardous trees will include a numerical value of hazard based on the following: failure potential; size of part most likely to fail; and distance to target (e.g. new residence).

18.13.050 - Standards for Landscape, Tree and Vegetation Plans.

Note: No changes proposed to Subsections A, F, H, I, J, K or L.

A. The property owner shall be responsible for any future damage to a street, curb, or sidewalk caused by landscaping.

B. Landscaping and trees shall be selected and located to deter sound, filter air contaminants, curtail erosion, minimize stormwater run-off, contribute to living privacy, reduce the visual impacts of large buildings and paved areas, screen, and emphasize or separate outdoor spaces of different uses or character.

C. ~~Minimum landscaping as a percent of gross site area shall be as follows:~~

Zone	Percent of Landscaping Required
HI	20%
RC, LI	15%
CC	15%
MX	15%
NC, MF	10% on lots less than 10,000 square feet; 15% on lots greater than 10,000 square feet
BP	(see Section 18.37.040 "Landscaping standards")
LI/BP	(see Section 18.21.070 "Landscaping standards")
Parking lots	(see Section 18.13.060 of this chapter)

C. Landscape, Tree and Vegetation Plan must include a combination of trees, shrubs, and ground cover to achieve these purposes the purposes of this chapter.

or plants adapted to New weather & climate

1. Required landscaping shall be comprised of a minimum of sixty (60) percent native vegetation, or drought-tolerant vegetation, and fifty (50) percent evergreen.

irrigating any way - carefully adaptable to New weather

2. Deciduous trees shall have straight trunks, be fully branched, have a minimum caliper of two inches, be equivalent to a fifteen-gallon container size, and be adequately staked for planting.

3. Evergreen trees shall be a minimum of five feet in height, fully branched, and adequately staked for planting.

D. Street trees will be required as part of the frontage improvements. Species, size and spacing of the trees must be consistent with the Design Standards Manual. Unless otherwise specified, trees must be spaced a minimum of 30-feet apart. Substitute varieties are subject to approval by the City of Camas.

↳ or as appropriate for other utilities, st. signs, lights, etc.

E. Proposed vegetation cannot be an invasive species as listed within the most current edition of the Clark County Noxious Weed List (e.g. English Ivy cultivars).

F. Shrubs shall be a minimum of five-gallon pot size. Upright shrubs shall have a minimum height at planting of eighteen inches. Spreading shrubs at planting shall have a minimum width of eighteen inches. (smaller shrub sizes may be approved where it is more appropriate within a particular landscape plan).

G. Ground cover, defined as living material and not including bark chips or other mulch, shall be from containers of one gallon or larger. Plants shall be planted and spaced in a triangular pattern which will result in eighty (80) percent cover in three (3) years. Lawn is prohibited as ground cover within required landscape buffers² unless approved for stormwater conveyance. Grass species, if used as ground cover, shall be native or drought-tolerant, and appropriate for the use of the area.

except for trees & shrubs that are approved by the city

H. Appropriate measures shall be taken, e.g., installation of irrigation system, to assure landscaping success. If plantings fail to survive, it is the responsibility of the property owner to replace them.

↳ except along street frontages as long as minimum buffer shrubs & trees are also provided.

I. Required trees, as they grow, shall be pruned in accordance with the International Society of Arboriculture. The pruned tree will provide at least eight feet of clearance above sidewalks and twelve feet above street roadway surfaces.

or as deemed appropriate by the city

J. Existing trees may be used as street trees if there will be no damage from the development which will kill or weaken the tree. Sidewalks of variable width and elevation may be utilized to save existing street trees, subject to approval by the city.

K. Vision clearance hazards shall be prohibited.

L. Street trees and other required landscaping which dies or is removed, must be replaced within one year of death or removal. Replacement street trees may be an alternative species from the city's recommended tree list, and may be in a different location as approved by the city.

² This provision was revised from the previous draft based on comments from the public hearing. Clarified that "area" is the landscape buffers, not the entire site.

18.13.051 Minimum Tree Density Requirement.

A. Tree Density. A minimum tree density per net acre is required and must be incorporated within the overall landscape plan. The tree density may consist of existing trees, replacement trees or a combination of existing and replacement trees, pursuant to the priority established in Section 18.13.052.

18.13.051 Table 1: Required Tree Density

Proposed Activity	Required Minimum Tree Density per Acre	Required Tree Replacement
New Development	20 Tree Units	20 Tree Units per acre
Residential	20 Tree Units	20 Tree Units per acre
Developed commercial and industrial properties	20 Tree Units	3 Tree Units for every 1 tree unit removed up to the minimum tree density per acre.

B. Tree Density Calculation. Specific instructions on how to perform tree density calculations are provided in the Design Standards Manual. "Tree Unit" is a unit of measurement based upon the size of the diameter of the tree measured at the breast height ("dbh"). New trees are given a value of 1 Tree Unit, as they must be a minimum of 2" dbh when planted. Tree Unit values are summarized in the following Table:

18.13.051 Table 2: Tree Units for Existing Trees

Diameter at Breast Height "dbh"	Tree Units	Diameter at Breast Height "dbh"	Tree Units
1" to 5"	1	31" to 32"	12
6" to 12"	2	33" to 34"	13
13" to 14"	3	35" to 36"	14
15" to 16"	4	37" to 38"	15
17" to 18"	5	39" to 40"	16
19" to 20"	6	41" to 42"	17
21" to 22"	7	43" to 44"	18
23" to 24"	8	45" to 46"	19
25" to 26"	9	47" to 48"	20
27" to 28"	10	49" to 50"	21
29" to 30"	11	For larger trees, allow a ½ tree unit for every additional inch of dbh.	

18.13.052 Tree and Native Vegetation Preservation

A.³ When determining where to retain or plant trees, locations with healthy soils, native understory vegetation, and mature trees shall have priority when there are feasible alternative locations on site for proposed buildings and site

³ This provision was revised from the previous draft based on comments from the public hearing.

improvements to achieve the minimum tree unit density per acre. This may require site redesign. Provided, where necessary, density transfer areas may be used to ensure protection and retention of trees.

B. In designing a development project and in meeting the required tree density, the applicant must provide a Landscape, Tree and Vegetation plan that demonstrates an effort to retain healthy, wind firm trees in the following priority:

1. Trees located within critical area buffers. Trees must be identified within a protected tract.
2. Significant wildlife habitat, or areas adjacent and buffering habitat.
3. Healthy soils and native vegetation located in separate tract.
4. Groves of trees, or other individual healthy trees with the intent to retain, must be located in separate tract.
5. Trees, that if removed would cause trees on adjacent properties to become hazardous.

C. Mitigation and Replacement. In areas where there are currently inadequate numbers of existing trees to meet minimum tree density, where the trees are inappropriate for preservation, the soils are poor, or there are significant invasive species, then mitigation shall be required. The applicant's proposed location for replacement trees or mitigation shall be subject to the city's approval of the Landscape Plan. Replacement trees shall be planted in the following priority:

1. Onsite.
 - a. Within or adjacent to critical area buffers or wildlife habitat areas
 - b. Adjacent to stormwater facilities
 - c. Landscaping tracts, such as at entrances, traffic islands or other common areas
 - d. Removal of invasive species and restorative native vegetation planting equivalent to the area necessary for new tree planting.
2. City tree fund. When on-site locations are unavailable or infeasible, then the applicant can pay an amount equal to the market value of the replacement trees into the city's tree fund.

18.13.055 - Landscape buffering standards.

Note: No amendments are proposed to this Section.

A. Landscape buffers shall be in compliance with the below referenced table:

Table 1—Landscape Buffers

Abutting zone ►	Residential		Commercial		Business Park		Industrial	
Uses on Site ▼	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street
Multifamily Residential	5' L1	5' L1	10' L3	10' L2	10' L2	10' L2	10' L2 w/F2 Fence	10' L3
Commercial	10' L3	5' L2	5' L1	5' L2	5' L2	5' L2	10' L3	10' L2
Industrial	10' L2 w/F2 Fence	5' L2	5' L3	5' L2	10' L3	5' L2	5' L2	5' L1

B. Landscaping and Screening Design Standards.

From: Bryce Hanson <BryceH@aks-eng.com>
Sent: Monday, June 18, 2018 4:44 PM
To: Sarah Fox; Community Development Email
Cc: Michael Andreotti
Subject: RE: Camas Urban Tree Program Comments from AKS Engineering & Forestry

Sarah,

Again thanks for letting us provide some feedback for consideration. As stated before, we are happy to see some more definition to the code. Here are some comments/suggestions/question:

1. 3.54.010 B(1) clarify how these acquired areas would be preserved to show the City is being held to the same standard as developers. Will these areas be treated like an off-site mitigation zone for tree planting, education, etc.?
2. 18.03.040 – provide a definition for “hazardous tree”
3. 18.13.025 – I believe you have exemptions for removal of “hazardous street trees” but no exemptions defined for hazardous trees on private sites
4. 18.13.025 (D) a minimum tree density of 30 is still referenced. For consistency, we believe it should be 20.
5. 18.13.045 (B)2(e) – this sounds like you are asking for a partial tree risk analysis... this could turn into requiring a lot of additional work on the initial tree survey, especially for large heavily treed sites. A lot of which may not be necessary. You are also calling out “targets” which implies risk analysis. Perhaps this part of the assessment should only be required for trees that being considered for tree retention areas.
6. 18.13.050(D) – you use “unless otherwise specified” please define where this exception could occur to allow for less than a 30-foot minimum spacing.
7. 18.13.051 (B) – have you updated the Design Standards Manual? Basically we are looking for more clarity on how to calculate the tree density requirements when considering some of the following circumstances:
 - a. Critical areas that have trees (forested wetlands, steep slopes, etc.)
 - b. Critical area buffers
 - c. If you are only developing part of parcel and not touching the rest. (i.e. you want to build on 2 acres of a 10 acre site). Do you have to survey, assess and provide potential mitigation for tree density on the remaining area?
8. 18.13.052 (A) – Please clarify the statement “This may require site redesign”. First of all, who is going to make this determination at the City? It really should be an arborist who is looking at the design from a tree impact/protection standpoint. This scares a lot people because it implies that the City can dictate the exact use of a site rather than allowing the developer to choose how they want to develop the site. And it opens the door for potential liability issues due to the required redesign and retention of trees that otherwise may have been recommended for removal. Basically it leaves a lot of uncertainty as to where the line is drawn for retention.
9. 18.13.052 (B) – Please provide clarity for how these trees will be protected. Do you really want to force them into tracts or can protective covenants work? That way the land use of sites isn’t as affected. Number 5 on the priority list makes it sound like the City is more concerned about trees than public safety. It may be prudent to include additional language that holds public safety paramount to all other factors.
10. Is a report required? Or just the survey (inventory & assessment), which can be addressed with a table on the tree protection/preservation plans?

Feel free to reach out to me if you have any questions regarding my comments.

Thanks,

Bryce Hanson, PE, LSIT, Certified Arborist



AKS ENGINEERING & FORESTRY, LLC

9600 NE 126th Avenue, Suite 2520 | Vancouver, WA 98682

Sarah Fox

From: Mike Odren <mikeo@olsonengr.com>
Sent: Tuesday, June 19, 2018 3:46 PM
To: Sarah Fox
Cc: Mike Odren
Subject: RE: draft Camas Urban Tree Program

Sorry, Sarah. I didn't see that. The change you are proposing is fine. Sorry I didn't see that. Good luck tonight!

Mike

Michael Odren, RLA

Landscape Architect, Land Use Planner
Associate Principal
Olson Engineering, Inc.
222 E. Evergreen Boulevard
Vancouver, WA 98660
(360) 695-1385
OR (503) 289-9936
Fax (360) 695-8117



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From: Sarah Fox [mailto:SFox@cityofcamas.us]
Sent: Tuesday, June 19, 2018 3:42 PM
To: 'Mike Odren'
Subject: RE: draft Camas Urban Tree Program

Mike,
Thanks for the follow-up.

The change that you are suggesting below, I thought that I had addressed on page 15 with “or adapted to northwest climate”?

1. Required landscaping shall be comprised of a minimum of sixty (60) percent native vegetation (or adapted to northwest climate), or drought-tolerant vegetation, and fifty (50) percent evergreen.

From: Mike Odren [mailto:mikeo@olsonengr.com]
Sent: Tuesday, June 19, 2018 2:48 PM
To: Sarah Fox <SFox@cityofcamas.us>; bryceh@aks-eng.com; Randall B. Printz <randy.printz@landerholm.com>; paul@torvale.com

Cc: Phil Bourquin <PBourquin@cityofcamas.us>; Robert Maul <RMaul@cityofcamas.us>; ryan@biaofclarkcounty.org
Subject: RE: draft Camas Urban Tree Program

Sarah,

Thank you for your and staff's efforts in putting this together and addressing our concerns. The proposed changes look good and provide the necessary flexibility that is needed to address a variety of landscape design considerations. The only other comment I have is found below:

1. Section 18.130.050(C)(1) – Highly suggest adding the following, “Required landscaping shall be comprised of a minimum of sixty (60) percent native vegetation, drought-tolerant vegetation, ***or non-invasive naturalized species that have adapted to the climactic conditions of the coastal region of the Pacific Northwest***, and 50 percent evergreen.” This is used in landscape codes in other local jurisdictions that allow for greater flexibility. Otherwise, the way this section currently reads will severely limit the species and varieties of plant materials that may be used.

Please allow this email to be additional testimony from Olson Engineering, Inc., as I will not be attending the hearing this evening.

Respectfully,

Mike

Michael Odren, RLA

Landscape Architect, Land Use Planner

Associate Principal

Olson Engineering, Inc.

222 E. Evergreen Boulevard

Vancouver, WA 98660

(360) 695-1385

OR (503) 289-9936

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From: Sarah Fox [mailto:SFox@cityofcamas.us]

Sent: Tuesday, June 19, 2018 9:43 AM

To: 'Mike Odren'; bryceh@aks-eng.com; Randall B. Printz; paul@torvale.com

Cc: Phil Bourquin; Robert Maul

Subject: draft Camas Urban Tree Program

Good morning,

I will be providing the four individual pages to the Commission for consideration rather than issue an entirely revised version of the staff report. The footnote on the pages indicate that it is "Version 2". This should allow them to easily compare the versions and make a decision.

Page 11 – includes a hazard tree definition

Page 13 – corrects a minor typo at “C” that misspelled “trees”

Page 15 – At Subsection “D” replaced “minimum spacing” with “generally”. At Subsection “G” removed the prohibition of lawns as ground cover in landscape buffers, and added “cannot be the primary ground cover”.

Page 17 – At Subsection “B” removed the term “demonstrate an effort”.

- Also changed priority #3 to include trees over 36" dbh, rather than native vegetation.
- Priority #4 distinguishes between land divisions and other development types.
- Subsection “C” repeats the phrase “*to meet the minimum tree density*” to add more clarity.
- Table 1 – Landscape Buffers was missing dimensions for buffers in the Industrial zones.

Thank you for all of your input and assistance.

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Sarah Fox

From: Bryce Hanson <BryceH@aks-eng.com>
Sent: Tuesday, June 19, 2018 4:11 PM
To: Mike Odren; Sarah Fox; Randall B. Printz; paul@torvale.com
Cc: Phil Bourquin; Robert Maul; ryan@biaofclarkcounty.org; Michael Andreotti
Subject: RE: draft Camas Urban Tree Program
Attachments: RE: Camas Urban Tree Program Comments from AKS Engineering & Forestry

Sarah,

I am going to double up on Mike's statement below and thank you for the hard work putting the tree code together. It seems like you addressed some of our comments/questions from the email I sent on 6/18; however there are a few items that are still unanswered or not addressed.

As with Mike, I will not be able to attend tonight as I have prior obligations. Please allow my previous email (attached) to be additional testimony for the hearing.

Thank you,

Bryce Hanson, PE, LSIT, Certified Arborist
AKS ENGINEERING & FORESTRY, LLC

P: 360.882.0419 Ext. 333 | F: 360.882.0426 | www.aks-eng.com | bryceh@aks-eng.com

From: Mike Odren <mikeo@olsonengr.com>
Sent: Tuesday, June 19, 2018 2:48 PM
To: Sarah Fox <SFox@cityofcamas.us>; Bryce Hanson <BryceH@aks-eng.com>; Randall B. Printz <randy.printz@landerholm.com>; paul@torvale.com
Cc: Phil Bourquin <PBourquin@cityofcamas.us>; Robert Maul <RMaul@cityofcamas.us>; ryan@biaofclarkcounty.org
Subject: RE: draft Camas Urban Tree Program

EXTERNAL EMAIL: This email originated from outside of AKS Engineering & Forestry. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sarah,

Thank you for your and staff's efforts in putting this together and addressing our concerns. The proposed changes look good and provide the necessary flexibility that is needed to address a variety of landscape design considerations. The only other comment I have is found below:

1. Section 18.130.050(C)(1) – Highly suggest adding the following, “Required landscaping shall be comprised of a minimum of sixty (60) percent native vegetation, drought-tolerant vegetation, ***or non-invasive naturalized species that have adapted to the climactic conditions of the coastal region of the Pacific Northwest***, and 50 percent evergreen.” This is used in landscape codes in other local jurisdictions that allow for greater flexibility. Otherwise, the way this section currently reads will severely limit the species and varieties of plant materials that may be used.

Please allow this email to be additional testimony from Olson Engineering, Inc., as I will not be attending the hearing this evening.

Respectfully,

Mike
Michael Odren, RLA
Landscape Architect, Land Use Planner
Associate Principal
Olson Engineering, Inc.
222 E. Evergreen Boulevard

Sarah Fox

From: Geri Rubano <gerigalassi@yahoo.com>
Sent: Tuesday, June 19, 2018 9:55 PM
To: Sarah Fox
Subject: Old growth tree protection

Sarah,

I attended tonight's meeting and would like to know why old growth trees on private property less than 24,000 square feet are not in the proposed Urban Tree project? We have hundred year old trees being cut down without any protections. How can we get those protections into the plan?

Thank you for all the hard work, energy and dedication you've put into getting this project off the ground.

Be Well,

Geri Rubano

Sent from my iPhone

Sarah Fox

From: Geri Rubano <gerigalassi@yahoo.com>
Sent: Friday, June 22, 2018 8:16 AM
To: Community Development Email; Sarah Fox; Phil Bourquin; Jan Coppola; Lauren Hollenbeck; Robert Maul; Anita Ashton; Bob Cunningham; Denis Ryan
Cc: Heather Kesmodel
Subject: Tree protection

Hello,

I attended the meeting on Tuesday evening and I spoke in support of the Urban Tree Program. I understand that after meeting with developers on May 15 you amended the program to accommodate them by reducing the amount of trees per acre from 30 to 20. Will the comments voiced from the citizens in approval be heard and amendments on the program changed? Will you increase the fines from \$1K for the removal of a large tree to \$8K? Why is there no protections for old growth trees on private lots less than 24K square feet? We have to live in Camas and witness the death of old growth trees without consequence to the person(s) who decide to remove a tree that has existed far longer than most citizens in Camas. Enough is enough! Let's make Camas a leader in the preservation of its trees.

Thank you,

Geri Rubano



Staff Report

August 6, 2018 Council Regular Meeting

Public Hearing for MCImetro Franchise Agreement

Staff Contact	Phone	Email
Steve Wall, Public Works Director	360.817.7899	swall@cityofcamas.us

SUMMARY: Staff recommends that the City Council 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 MCImetro Access Services Transmission Corp (MCImetro) d/b/a Verizon Access Transmission Services. This ordinance allows MCImetro to install, operate and maintain fiber optic telecommunication lines within the City of Camas rights-of-way. Prior to the City Council conducting the Public Hearing, Staff will review changes to the Agreement that have been made since the first presentation of a Draft at the June 18, 2018 Council Workshop.

RECOMMENDATION: Staff recommends that Council conduct a public hearing, deliberate and direct staff to place the Ordinance on the August 20, 2018 Regular Meeting Agenda for Council's consideration.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CAMAS, WASHINGTON, GRANTING MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES, A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A FIBER OPTIC TELECOMMUNICATIONS SYSTEM, IN, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF CAMAS, WASHINGTON

WHEREAS, Verizon, through its wholly owned subsidiary MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services ("MCImetro") has requested a non-exclusive franchise with the City of Camas ("City") for a period of ten years for the operation of a fiber optic telecommunications system within the City Right-of-Way; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public Right-of-Way; and

WHEREAS, RCW 35A.47.040 grants the City broad authority to grant non-exclusive franchises; and

WHEREAS, MCImetro wishes to construct, operate and maintain a fiber optic telecommunications system within the City Right-of-Way; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of residents of the Camas community to enter into a non-exclusive franchise to MCImetro for the operation of a fiber optic telecommunications system within the City Right-of-Way.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section I

Grant of Franchise

The Franchise as set forth in the Franchise Agreement attached hereto as Exhibit "A" is hereby granted according to its terms.

Section II

This ordinance shall take effect five (5) days after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this ____ day of _____, 2018.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT “A”

FRANCHISE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF FIBER OPTIC FACILITIES IN THE CITY OF CAMAS, WASHINGTON

Parties:

City of Camas, a Washington Municipal Corporation (“City”) And

MCImetro Access Transmission Services Corp. a Delaware Corporation and a wholly owned subsidiary of Verizon Communications Inc., d/b/a Verizon Access Transmission Services (“MCImetro”).

In consideration of the mutual promises set forth herein, the parties agree as follows:

Section 1. Definitions

The following terms contained herein, unless otherwise indicated, shall be defined as follows:

1.1 MCImetro: MCImetro Access Transmission Services Corp. a Delaware Corporation and a wholly owned subsidiary of Verizon Communications Inc., d/b/a Verizon Access Transmission Services, and its respective successors and assigns.

1.2 City: The City of Camas, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.

1.3 Days: Calendar days.

1.4 Facilities: All of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver Telecommunications Services, including but not limited to wires, lines, conduits, cables, communication and signal lines and equipment, fiber optic cable, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to distribution and use of Telecommunications Services and all other facilities associated with the Telecommunications System located in the Right-of-Way, utilized by MCImetro in the operation of activities authorized by this Ordinance. The abandonment by MCImetro of any Facilities as defined herein shall not act to remove the same from this definition.

1.5 Franchise: This document and any amendments or modifications hereto.

1.6 Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's Right-of-Way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.

1.7 Person: An entity or natural person.

1.8 Public Works Director or Director: The head of the Public Works department of the City, or

in the absence thereof, the acting director, or the designee of either of these individuals.

1.9 Right-of-Way: As used herein shall refer to the surface of and the space along and below any street, road, highway, freeway, bridge, lane, sidewalk, alley, court, boulevard, sidewalk, parkway, drive, utility easement, and/or road Right-of-Way now or hereafter held or administered by the City of Camas.

1.10 Telecommunications Service: The transmission of information by wire, optical cable, or other similar means. For the purpose of this subsection, "information" means knowledge or intelligence represented by and form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this ordinance, Telecommunications Service excludes wireless communications, over-the-air transmission of broadcast television or broadcast radio signals.

1.11 Telecommunications System: The system of conduit, fiber optic cable, and supporting Facilities in the Rights-of-Way associated with MCImetro's provision of Telecommunications Services.

Section 2. Franchise Granted.

2.1 Pursuant to RCW 35A.47.040, the City hereby grants to MCImetro, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of ten (10) years, beginning on the effective date of this Ordinance.

2.2 This Franchise shall grant MCImetro the right, privilege and authority to locate, construct, operate, maintain, replace, acquire, sell, lease, and use a Telecommunications System in the Right-of-Way as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.

Section 3. Nonexclusive Franchise Grant.

This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in any Right-of-Way. This Franchise shall in no way prevent or prohibit the City from using any Right-of-Way or other public property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement or dedication of the same as the City may deem appropriate.

Section 4. Franchise Subject to Federal, State and Local Law.

Notwithstanding any provision contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State and local laws and regulations.

Section 5. No Rights by Implication.

5.1 No rights shall pass to MCImetro by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

5.1.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

5.1.2 Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or

5.1.3 Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.

Section 6. Conveyance of Rights.

This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide MCImetro with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

Section 7. No Waiver.

The failure of City on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any other applicable State or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse MCImetro from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

Section 8. Other Ordinances.

MCImetro agrees to comply with the terms of any lawful, generally applicable local ordinance, in effect upon adoption of this Franchise or as enacted or modified thereafter. In the event of a conflict between any ordinance and a specific provision of this Franchise, the Franchise shall control, provided however that MCImetro agrees that it is subject to the lawful exercise of the police power of the City.

Section 9. Right-of-Way Vacation.

If any Right-of-Way or portion thereof used by MCImetro is vacated by the City during the term of this Franchise, the City shall endeavor to specifically reserve the continued use of the Right-of-Way by MCImetro. Unless the City specifically reserves to MCImetro the right to continue the use of vacated Rights-of-Way, MCImetro shall, without delay or expense to the City, remove its facilities from such Right-of-Way and restore, repair or reconstruct the Right-of-Way where such removal has occurred. In the event of failure, neglect or refusal of MCImetro to restore, repair or reconstruct such Right-of-Way after thirty (30) days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by MCImetro within thirty (30) days of receipt of an invoice and documentation.

Section 10. Relocation of Facilities.

10.1 MCImetro agrees and covenants at no cost to the City, to relocate its Facilities when requested to do so by the City for a public project, provided that, MCImetro shall in all such cases have the privilege, upon approval by the City, to temporarily bypass, in the authorized portion of the same Right-of-Way any Facilities required to be relocated.

10.2 If the City determines that a public project necessitates the relocation of MCImetro's

existing Facilities, the City shall:

10.2.1 At least seventy-five (75) days prior to the commencement of such project, provide MCImetro with written notice of known Facilities requiring such relocation; and

10.2.2 Provide MCImetro with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for MCImetro's Facilities.

10.2.3 Meet with MCImetro, if requested, within five (5) business days to discuss the scope, requirements and challenges of the relocation work.

10.3 After receipt of such notice and such plans and specifications and meeting, MCImetro shall complete relocation of its Facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.

10.4 MCImetro may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise MCImetro in writing as soon as practicable if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Facilities. If so requested by the City, MCImetro shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by MCImetro as full and fair a consideration as the project schedule will allow. In the event the City ultimately determines that there is no other reasonable alternative, MCImetro shall relocate its Facilities as directed by the City and in accordance with Section 10.2.3 of this Franchise.

10.5 The City will notify MCImetro as soon as practical of any facilities that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. MCImetro will work with the City to design and complete a relocation to facilitate the completion of the public project with minimum delay.

10.6 Failure to complete a relocation requested by the City in accordance with Section 10.2 of this Franchise by the date included in the notice provided for thereby may subject MCImetro to liquidated damages as provided in Section 29 of this Franchise, except in the event MCImetro suffers a force majeure or other event beyond its reasonable control. Alternatively, should the City's Project be delayed as a result of MCImetro's failure to complete a relocation requested in accordance with Section 10.2 of this Franchise and provided MCImetro has not suffered a force majeure or other event beyond its reasonable control, then City may, at MCImetro'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.

10.7 The provisions of this Section of this Franchise shall in no manner preclude or restrict MCImetro from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay a City construction project. The provisions of this Franchise are subject to RCW 35.99.060. In the event of a conflict between the provisions of this Franchise and the RCW, the RCW shall control.

10.8 MCImetro 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, MCImetro 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.

Section 11. MCImetro's Maps and Records.

As a condition of this Franchise, and at its sole expense, MCImetro shall provide the City with typicals and as-built plans, maps, and records that show the vertical and horizontal location of its Facilities within the Right-of-Way using a minimum scale of one inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format acceptable to the City and in Geographical Information System (GIS) or other digital electronic format acceptable to the City. If digital route maps are provided, the format of the data for overlaying on the City's GIS mapping system shall utilize ESRI shapefile or Geodatabase for the file format, NAD_1983_StatePlane_Washington_South_FIPS_4602_Feet as the horizontal datum, and shall be compatible with or can be imported into Arc GIS Version 9.2 or later. This information shall be provided no later than one hundred eighty (180) days after the effective date of this Ordinance and shall be updated within ten (10) business days of a reasonable request of the City.

Section 12. Undergrounding.

12.1 This Franchise is subject to the undergrounding requirements as may be required or later adopted by the Camas Municipal Code and consistent with applicable federal and Washington State law. MCImetro shall install all of its 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.

12.2 MCImetro will also share information necessary to facilitate joint-trenching and other undergrounding projects, and will otherwise cooperate with the City and other utility providers to serve the objective to maximize utility undergrounding where possible or as required.

Section 13. Service to Public Buildings (intentionally blank)

Section 14. Excavation and Notice of Entry.

14.1 During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the Right-of-Way so as to minimize interference with the passage of traffic and the use of adjoining property. MCImetro shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or State law, including RCW 39.04.180, for the construction of trench safety systems.

14.2 Whenever MCImetro excavates in any Right-of-Way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a

permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in the Right-of-Way. In no case shall any work commence within any Right-of-Way without a permit. During the progress of the work, MCImetro shall not unnecessarily obstruct the passage or use of the Right-of-Way, and shall provide the City with plans, maps, and information showing the proposed and final location of any Facilities in accordance with Section 11 of this Franchise.

14.3 At least five (5) days prior to construction of Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way for more than a four (4) hour period, MCImetro shall take reasonable steps to inform all apparent owners or occupiers of property within fifty (50) feet of said activities that a construction project will commence. The notice shall include, at a minimum, the dates and nature of the project and a toll-free or local telephone number that the resident may call for further information. A pre-printed door hanger may be used to satisfy MCImetro's obligations under this Section of this Franchise.

14.4 At least twenty-four (24) hours prior to entering Right-of-Way within ten (10) feet of private property to construct Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way, MCImetro shall post a written notice describing the nature and location of the work to be performed adjacent to the affected private property as well as the information listed in Section 13.3 of this Franchise. MCImetro shall make a good faith effort to comply with the property owner/resident's preferences, if any, regarding the location or placement of Facilities that protrude above the prior ground surface level, if any, consistent with sound engineering practices.

Section 15. Stop Work.

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, consistent with applicable law, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

15.1 Be in writing;

15.2 Be given to the Person doing the work and be posted on the work site;

15.3 Be sent to MCImetro by email at the address given herein, provided the recipient of such email confirms receipt by reply email, which confirmation shall not include an automatic delivery or read receipt;

15.4 Indicate the nature of the alleged violation or unsafe condition; and

15.5 Establish conditions under which work may be resumed.

Section 16. Emergency Work, Permit Waiver.

In the event of any emergency where any Facilities located in the Right-of-Way are broken or damaged, or if MCImetro's construction area for their Facilities is in such a condition as to place the health or safety of any person or property in imminent danger, MCImetro shall immediately take any necessary emergency measures to repair or remove its Facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not

relieve MCImetro from later obtaining any necessary permits for the emergency work. MCImetro shall apply for the required permits not later than the next business day following the emergency work.

Section 17. Recovery of Costs.

MCImetro shall be subject to all permit fees associated with activities undertaken pursuant to this Franchise or other ordinances of the City. If the City incurs any costs and/or expenses for review, inspection or supervision of activities undertaken pursuant to this Franchise or any ordinances relating to a subject for which a permit fee is not established, MCImetro shall pay the City's reasonable costs and reasonable expenses. In addition, MCImetro shall promptly reimburse the City for any costs the City reasonably incurs in responding to any emergency involving MCImetro's Facilities. If the emergency involves the facilities of other utilities operating in the Right-of-Way, then the City will allocate costs among parties involved in good faith. Said costs and expenses shall be paid by MCImetro after submittal by the City of an itemized billing by project of such costs.

Section 18. Dangerous Conditions, Authority for City to Abate.

18.1 Whenever installation, maintenance or excavation of Facilities authorized by this Franchise causes or contributes to a condition that appears to substantially impair the lateral support of the adjoining Right-of-Way, public or private property, or endangers any person, the City may direct MCImetro, at MCImetro's expense, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

18.2 In the event MCImetro fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and MCImetro shall reimburse the City for all costs incurred.

Section 19. Safety.

19.1 MCImetro, in accordance with applicable federal, State, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its Facilities utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

19.2 All of MCImetro's Facilities in the Right-of-Way shall be constructed and maintained in a safe and operational condition, in accordance with applicable federal, State, and local safety rules and regulations.

19.3 The City reserves the right to ensure that MCImetro's Facilities are constructed and maintained in a safe condition. If a violation of any applicable safety regulation is found to exist, the City will notify MCImetro in writing of said violation and establish a reasonable time for MCImetro to take the necessary action to correct the violation. If the correction is not made within the established time frame, the City, or its authorized agent, may make the correction. MCImetro shall reimburse the City for all reasonable costs incurred by the City in correcting the violation.

Section 20. Authorized Activities.

This Franchise is solely for the location, construction, installation, ownership, operation, replacement, repair, maintenance, acquisition, sale, lease, and use of the Telecommunications System and associated Facilities for providing Wholesale and Retail Telecommunications Services. MCImetro shall obtain a separate franchise for any operations or services other than these authorized activities.

Section 21. Administrative Fee and Utility Tax.

21.1 Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. MCImetro does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

21.2 MCImetro shall be subject to a \$5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of the one-time administrative fee is due 30 days after Franchise approval.

21.3 If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

Section 22. Indefeasible Rights of Use.

22.1 An Indefeasible Right of Use ("IRU") is an interest in MCImetro's Facilities which gives MCImetro's customer the right to use certain Facilities for the purpose of providing Telecommunication Services; an IRU does not provide the customer with any right of physical access to the Facilities to locate, construct, replace, repair or maintain the Facilities, or any right to perform work within the Right-of-Way.

22.2 A lease or grant of an IRU regarding MCImetro's Facilities shall not require that the holder of the lease or IRU to obtain its own franchise or pay any fee to the City, PROVIDED THAT, under such lease or grant of an IRU, MCImetro: (i) retains exclusive ownership of such Facilities, (ii) remains responsible for the location, relocation, construction, replacement, repair and maintenance of the Facilities pursuant to the terms and conditions of this Franchise, and (iii) remains responsible for all other obligations imposed by this Franchise.

Section 23. Indemnification.

23.1 MCImetro agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or MCImetro's activities, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, provided that the City shall give MCImetro timely written notice of its obligation to indemnify the City. MCImetro shall not indemnify the City for any damages, liability or claims resulting from the

City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than MCImetro.

23.2 In the event MCImetro refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and MCImetro's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of MCImetro, then MCImetro shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of MCImetro and the City, its officers, employees and agents, MCImetro's liability hereunder shall be only to the extent of MCImetro's negligence. It is further specifically and expressly understood that the indemnification provided in Section 22 of this Franchise constitutes MCImetro's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 24. Insurance.

24.1 Insurance Term. MCImetro shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on MCImetro's behalf with the issuance of this franchise.

24.2 No Limitation. MCImetro's maintenance of insurance as required by the agreement shall not be construed to limit the liability of MCImetro to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

24.3 Minimum Scope of Insurance. MCImetro shall obtain insurance of the types and coverage described below:

24.3.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under MCImetro's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

24.3.2 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

24.4 Minimum Amounts of Insurance. MCImetro shall maintain the following insurance limits:

24.4.1 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

24.4.2 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

24.5 Other Insurance Provision. MCImetro's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Applicant's insurance and shall not contribute with it.

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

24.7 Verification of Coverage. MCImetro shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of MCImetro before issuance of the Permit.

24.8 Notice of Cancellation. MCImetro shall provide the Public Entity with written notice of any policy cancellation, within two business days of their receipt of such notice.

24.9 Failure to Maintain Insurance. Failure on the part of MCImetro to maintain the insurance as required shall constitute a material breach of the Franchise Agreement entitling the City to Liquidated Damages under Section 28, below, or such other and further relief provided for herein or by law. Alternatively, the Public Entity may, after giving five business days' notice to MCImetro to correct the breach, immediately terminate the Franchise.

24.10 Public Entity Full Availability of Applicant Limits. If MCImetro maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by MCImetro, irrespective of whether such limits maintained by MCImetro are greater than those required by this Permit or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by MCImetro.

Section 25. Abandonment of MCImetro's Facilities.

No portion of the Facilities laid, installed, or constructed in the Right-of-Way by MCImetro may be abandoned by MCImetro without the express written consent of the City. Any plan for abandonment or removal of MCImetro's Facilities must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work.

Section 26. Restoration After Construction.

MCImetro shall, after any abandonment approved under Section 25 of this Franchise, or any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise area, promptly complete all restoration work and promptly repair any damage caused by such work at

its sole cost and expense. MCImetro agrees to complete all restoration in accordance with the approved permit issued by the City, consistent with the City's Engineering Design Standards, for the work in question.

26.1 If MCImetro 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 MCImetro, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. MCImetro 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).

26.2 Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by MCImetro, normal wear and tear excepted, shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to MCImetro, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and MCImetro 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).

26.3 In the event the work includes cutting and patching existing road surfaces resulting in the degradation of the projected lifespan of the roadway, MCImetro shall compensate the City for the reasonable projected costs resulting from the work, as estimated by the City Engineer or designee.

26.4 MCImetro 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, MCImetro 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 27. Bond or Letter of Credit.

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Franchise, MCImetro shall cause to be furnished a bond or Letter of Credit executed by a corporate surety or financial institution authorized to do business in the State of Washington, in a sum to be set and approved by the Director of Public Works, consistent with the provisions of the CMC, as sufficient to ensure performance of MCImetro's obligations under this Franchise. The bond shall be conditioned so that MCImetro shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

MCImetro may meet the obligations of this Section of this Franchise with one or more bonds acceptable to the City. In the event that a bond issued pursuant to this Section of this Franchise is canceled by the surety, after proper notice and pursuant to the terms of said bond, MCImetro shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section of this Franchise.

Section 28. Recourse Against Bonds and Other Security.

So long as the bond is in place, it may be utilized by the City as provided herein for reimbursement of the City by reason of MCImetro's failure to pay the City for actual costs and expenses incurred by the City to make emergency corrections under Section 17 of this Franchise, to correct Franchise violations not corrected by MCImetro after notice, and to compensate the City for monetary remedies or damages reasonably assessed against MCImetro due to material default or violations of the requirements of City ordinances.

28.1 In the event MCImetro has been declared to be in default of a material provision of this Franchise by the City and if MCImetro fails, within thirty (30) days of mailing of the City's default notice, to pay the City any penalties, or monetary amounts, or fails to perform any of the conditions of this Franchise, or fails to begin to perform any condition that may take more than 30 days to complete, the City may thereafter obtain from the bond, after a proper claim is made to the surety, an amount sufficient to compensate the City for its damages. Upon such withdrawal from the bond, the City shall notify MCImetro in writing, by First Class Mail, postage prepaid, of the amount withdrawn and date thereof.

28.2 Thirty (30) days after the City's mailing of notice of the bond forfeiture or withdrawal authorized herein, MCImetro shall deposit such further bond, or other security, as the City may require, which is sufficient to meet the requirements of this franchise.

28.3 The rights reserved to the City with respect to any bond are in addition to all other rights of the City whether reserved by this Ordinance or authorized by law, and no action, proceeding, or exercise of a right with respect to any bond shall constitute an election or waiver of any rights or other remedies the City may have.

Section 29. Liquidated Damages.

29.1 The City and MCImetro recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of MCImetro's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and MCImetro agree that MCImetro shall pay to the City, the sum set forth below for each day or part thereof that MCImetro shall be in breach of specific provisions of this Franchise. Such amount is agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of MCImetro's breach of such provisions of this Franchise.

29.1.1 Subject to the provision of written notice to MCImetro and a thirty (30) day right to cure period, the City may assess against MCImetro liquidated damages as follows: two hundred dollars (\$200.00) per day for any material breach of the Franchise.

29.1.2 The City shall provide MCImetro a reasonable extension of the thirty (30) day right to cure period described in Section 29.1.1 of this Franchise if MCImetro has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

29.1.3 If liquidated damages are assessed by the City, MCImetro shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

29.1.4 In the event MCImetro fails to cure within the specified cure period, or any agreed

upon extensions thereof, liquidated damages accrue from the date the City notifies MCImetro that there has been a violation.

29.2 The recovery of amounts under Section 29.1.1 of this Franchise shall not be construed to limit the liability of MCImetro under the Franchise or an excuse for unfaithful performance of any obligation of MCImetro. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for City cost recovery purposes.

Section 30. Remedies to Enforce Compliance.

In addition to any other remedy provided herein, the City and MCImetro each reserve the right to pursue any remedy to compel the other to comply with the terms of this Franchise, and the pursuit of any right or remedy by a party shall not prevent such party from thereafter declaring a breach or revocation of the Franchise.

Section 31. Modification.

The City and MCImetro hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such amendment. City agreement shall be binding only upon City Council approval of any substantive alteration, amendment or modification of this Agreement.

Section 32. Force Majeure.

This Franchise shall not be revoked, nor shall MCImetro be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of MCImetro or occurs as a result of circumstances beyond MCImetro's reasonable control. Provided, however, MCImetro acts diligently to correct any such act or omission.

Section 33. City Ordinances and Regulations.

Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate lawful ordinances regulating the performance of the conditions of this Franchise, including any reasonable lawful ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate lawful regulations, the location, elevation, and manner of construction and maintenance of any fiber optic cable or of other Facilities by MCImetro. MCImetro shall promptly conform to all such regulations, unless compliance would cause MCImetro to violate other requirements of law.

Section 34. Acceptance/Liaison.

MCImetro's written acceptance shall include the identification of an official liaison who will act as the City's contact for all issues regarding this Franchise. MCImetro shall notify the City of any change in the identity of its liaison. MCImetro shall accept this Franchise in the manner hereinafter provided in Section 43 of this Franchise.

Section 35. Survival.

All of the provisions, conditions and requirements of Sections 10, Relocation of Facilities; 13, Excavation And Notice Of Entry; 17, Dangerous Conditions; 22, Indemnification; 24, Abandonment of MCImetro's Facilities; and 25, Restoration After Construction, of this Franchise shall be in addition to any and all other obligations and liabilities MCImetro may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to MCImetro and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties and all privileges, as well as all obligations and liabilities of each party shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever such party is named herein.

Section 36. Severability.

If any section, sentence, clause or phrase of this Franchise Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise Ordinance. In the event that any of the provisions of this Franchise Ordinance or of this Franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this Franchise and may amend, repeal, add, replace or modify any other provision of this Franchise Ordinance or of the Franchise granted herein, or may terminate this Franchise.

Section 37. WUTC Tariff Filings, Notice Thereof.

If MCImetro intends to file, pursuant to RCW Chapter 80.28, with the Washington Utilities and Transportation Commission (WUTC), or its successor, any tariff affecting the City's rights arising under this Franchise, MCImetro shall provide the City with fourteen (14) days prior written notice.

Section 38. Binding Acceptance.

This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

Section 39. Assignment.

This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale or otherwise, without the written approval of the City. The City's approval shall not be unreasonably withheld or delayed. Any reasonable costs associated with the City's review of any transfer proposed by MCImetro shall be reimbursed to the City by the new prospective Franchisee, if the City approves the transfer, or by MCImetro if said transfer is not approved by the City.

39.1 The City shall receive notice and approve any proposed change in control of MCImetro or assignment of this Franchise to a subsidiary or affiliate of MCImetro, which causes a change in control of the Franchisee. The City shall be notified but need not approve changes or assignments that do not result in a change in control of the Franchisee. Neither approval nor notification shall be required for mortgaging purposes.

39.2 A change in control shall be deemed to occur if there is an actual change in control or

where ownership of fifty percent (50%) or more of the beneficial interests, singly or collectively, are obtained by other parties. The word "control" as used herein is not limited to majority stock ownership only, but includes actual working control in whatever manner exercised or changes in business form that act to materially reduce the resources available to MCImetro to perform its obligations under the Franchise granted herein.

39.3 A lease or grant of an Indefeasible Right of Use ("IRU") in the Telecommunications System, the associated Facilities, or any portion thereof, to another Person, or an offer or provision of capacity or bandwidth from the Telecommunications System or associated Facilities shall not be considered an assignment for purposes of this Section of this Franchise, PROVIDED THAT, under such lease, IRU, or offer, MCImetro: (i) retains ownership over the Tele-communications System, (ii) remains responsible for the location, construction, replacement, repair and maintenance of the Telecommunications System pursuant to the terms and conditions of this Franchise, and (iii) remains responsible for all other obligations imposed hereunder.

Section 40. Alternate Dispute Resolution.

If the City and MCImetro are unable to resolve disputes arising from the terms of the Franchise granted herein, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to an alternate dispute resolution process in Clark County agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

Section 41. Venue.

If alternate dispute resolution is not successful, the venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Clark County Superior Court.

Section 42. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 43. Notice.

Any notice or information required or permitted to be given to the City or to MCImetro under this Franchise may be sent to the following addresses unless otherwise specified:

If to the City, the notice shall be sent to:

City of Camas
City Administrator
616 NE 4th Avenue
Camas, WA 98607

If to MCImetro, the notice shall be sent to:

MCIMETRO ACCESS TRANSMISSION SERVICES CORP.
D/B/A VERIZON ACCESS TRANSMISSION SERVICES
Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02E88
Irving, TX 75038

with an additional copy (except for invoices) to:

Verizon Business Services
1320 N. Courthouse Road, Suite 900
Arlington, VA USA 22201
Attn: General Counsel, Network & Technology

Either party can alter their official address for notifications provided in this Section of this Franchise by providing the other party written notice thereof.

Section 44. Directions to City Clerk.

The City Clerk is hereby directed to publish this Ordinance in full and forward certified copies of this ordinance to MCImetro. MCImetro shall have thirty (30) days from receipt of the certified copy of this ordinance to execute this Franchise Agreement. If MCImetro fails to execute this Franchise in accordance with the above provisions, this Franchise shall be null and void.

Section 45. Publication Costs.

MCImetro shall reimburse the City for the cost of publishing this Franchise ordinance within thirty (30) Days of receipt of the City's invoice.

Section 46. Effective Date.

This ordinance shall take effect and be in full force five (5) Days after the date of publication.

Signed by the duly authorized representative of the parties as set forth below:

MCImetro

MCImetro Access Transmission Services Corp.
d/b/a/ Verizon Access Transmission Services,
a Delaware Corporation

City

City of Camas
a Washington Municipal Corporation

By: _____
Name: _____
Title: _____

by Scott Higgins, Mayor

PASSED BY THE CITY COUNCIL ON _____, 2018.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CAMAS, WASHINGTON, GRANTING MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES, A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A FIBER OPTIC TELECOMMUNICATIONS SYSTEM, IN, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF CAMAS, WASHINGTON

WHEREAS, Verizon, through its wholly owned subsidiary MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (“MCImetro”) has requested a non-exclusive franchise with the City of Camas (“City”) for a period of ten years for the operation of a fiber optic telecommunications system within the City Right-of-Way; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public Right-of-Way; and

WHEREAS, RCW 35A.47.040 grants the City broad authority to grant non-exclusive franchises; and

WHEREAS, MCImetro wishes to construct, operate and maintain a fiber optic telecommunications system within the City Right-of-Way; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of residents of the Camas community to enter into a non-exclusive franchise to MCImetro for the operation of a fiber optic telecommunications system within the City Right-of-Way.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section I

Grant of Franchise

The Franchise as set forth in the Franchise Agreement attached hereto as Exhibit “A” is hereby granted according to its terms.

Section II

This ordinance shall take effect five (5) days after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this ____ day of _____, 2018.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT “A”

FRANCHISE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF FIBER OPTIC FACILITIES IN THE CITY OF CAMAS, WASHINGTON

Parties:

City of Camas, a Washington Municipal Corporation (“City”) And

MCImetro Access Transmission Services Corp. a Delaware Corporation and a wholly owned subsidiary of Verizon Communications Inc., d/b/a Verizon Access Transmission Services (“MCImetro”).

In consideration of the mutual promises set forth herein, the parties agree as follows:

Section 1. Definitions

The following terms contained herein, unless otherwise indicated, shall be defined as follows:

1.1 MCImetro: MCImetro Access Transmission Services Corp. a Delaware Corporation and a wholly owned subsidiary of Verizon Communications Inc., d/b/a Verizon Access Transmission Services, and its respective successors and assigns.

1.2 City: The City of Camas, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.

1.3 Days: Calendar days.

1.4 Facilities: All of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver Telecommunications Services, including but not limited to wires, lines, conduits, cables, communication and signal lines and equipment, fiber optic cable, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to distribution and use of Telecommunications Services and all other facilities associated with the Telecommunications System located in the Right-of-Way, utilized by MCImetro in the operation of activities authorized by this Ordinance. The abandonment by MCImetro of any Facilities as defined herein shall not act to remove the same from this definition.

1.5 Franchise: This document and any amendments or modifications hereto.

1.6 Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's Right-of-Way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.

1.7 Person: An entity or natural person.

1.8 Public Works Director or Director: The head of the Public Works department of the City, or in the absence thereof, the acting director, or the designee of either of these individuals.

1.9 Right-of-Way: As used herein shall refer to the surface of and the space along and below any street, road, highway, freeway, bridge, lane, sidewalk, alley, court, boulevard, sidewalk, parkway, drive, utility easement, and/or road Right-of-Way now or hereafter held or administered by the City of Camas.

1.10 Telecommunications Service: The transmission of information by wire, optical cable, or other similar means. For the purpose of this subsection, "information" means knowledge or intelligence represented by and form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this ordinance, Telecommunications Service excludes wireless communications, over-the-air transmission of broadcast television or broadcast radio signals.

1.11 Telecommunications System: The system of conduit, fiber optic cable, and supporting Facilities in the Rights-of-Way associated with MCI metro's provision of Telecommunications Services.

Section 2. Franchise Granted.

2.1 Pursuant to RCW 35A.47.040, the City hereby grants to MCI metro, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of ten (10) years, beginning on the effective date of this Ordinance.

2.2 This Franchise shall grant MCI metro the right, privilege and authority to locate, construct, operate, maintain, replace, acquire, sell, lease, and use a Telecommunications System in the Right-of-Way as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.

Section 3. Nonexclusive Franchise Grant.

This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in any Right-of-Way. This Franchise shall in no way prevent or prohibit the City from using any Right-of-Way or other public property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement or dedication of the same as the City may deem appropriate.

Section 4. Franchise Subject to Federal, State and Local Law.

Notwithstanding any provision contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State and local laws and regulations.

Section 5. No Rights by Implication.

No rights shall pass to MCI metro by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

5.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

5.2 Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or

5.3 Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.

Section 6. Conveyance of Rights.

This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide MCImetro with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

Section 7. No Waiver.

The failure of City on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any other applicable State or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse MCImetro from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

Section 8. Other Ordinances.

MCImetro agrees to comply with the terms of any lawful, generally applicable local ordinance, in effect upon adoption of this Franchise or as enacted or modified thereafter. In the event of a conflict between any ordinance and a specific provision of this Franchise, the Franchise shall control, provided however that MCImetro agrees that it is subject to the lawful exercise of the police power of the City.

Section 9. Right-of-Way Vacation.

If any Right-of-Way or portion thereof used by MCImetro is vacated by the City during the term of this Franchise, the City shall endeavor to specifically reserve the continued use of the Right-of-Way by MCImetro. Unless the City specifically reserves to MCImetro the right to continue the use of vacated Rights-of-Way, MCImetro shall, without delay or expense to the City, remove its facilities from such Right-of-Way and restore, repair or reconstruct the Right-of-Way where such removal has occurred. In the event of failure, neglect or refusal of MCImetro to restore, repair or reconstruct such Right-of-Way after thirty (30) days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by MCImetro within thirty (30) days of receipt of an invoice and documentation.

Section 10. Relocation of Facilities.

10.1 MCImetro agrees and covenants at no cost to the City, to relocate its Facilities when requested to do so by the City for a public project, provided that, MCImetro shall in all such cases have the privilege, upon approval by the City, to temporarily bypass, in the authorized portion of the same Right-of-Way any Facilities required to be relocated. ~~Upon receipt of a written relocation notice from the City, MCImetro and the City shall meet within five (5) business days to discuss the scope, requirements and challenges of the relocation work.~~

10.2 If the City determines that a public project necessitates the relocation of MCImetro's existing Facilities, the City shall:

10.2.1 At least ~~sixtyseventy-five (6075)~~ days prior to the commencement of such project, provide MCImetro with written notice of known Facilities requiring such relocation; and

10.2.2 Provide MCImetro with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for MCImetro's Facilities.

10.2.3 Meet with MCImetro, if requested, within five (5) business days to discuss the scope, requirements and challenges of the relocation work.

10.3 After receipt of such notice and such plans and specifications and meeting, MCImetro shall complete relocation of its Facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.

10.4 MCImetro may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise MCImetro in writing as soon as practicable if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Facilities. If so requested by the City, MCImetro shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by MCImetro as full and fair a consideration as the project schedule will allow. In the event the City ultimately determines that there is no other reasonable alternative, MCImetro shall relocate its Facilities as directed by the City and in accordance with Section 10.2.3 of this Franchise.

10.5 The City will notify MCImetro as soon as practical of any facilities that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. MCImetro will work with the City to design and complete a relocation to facilitate the completion of the public project with minimum delay.

10.6 Failure to complete a relocation requested by the City in accordance with Section 10.2 of this Franchise by the date included in the notice provided for thereby may subject MCImetro to liquidated damages as provided in Section 289 of this Franchise, except in the event MCImetro suffers a force majeure or other event beyond its reasonable control. Alternatively, should the City's Project be delayed as a result of MCImetro's failure to complete a relocation requested in accordance with Section 10.2 of this Franchise and provided MCImetro has not suffered a force majeure or other event beyond its reasonable control, then City may, at MCImetro'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.

10.7 The provisions of this Section of this Franchise shall in no manner preclude or restrict MCImetro from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay a City construction project. The provisions of this Franchise are subject to RCW 35.99.060. In the event of a conflict between the provisions of this Franchise and the RCW, the RCW shall control.

10.8 MCImetro 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, MCImetro 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.

Section 11. MCImetro's Maps and Records.

As a condition of this Franchise, and at its sole expense, MCImetro shall provide the City with typicals and as-built plans, maps, and records that show the vertical and horizontal location of its Facilities within the Right-of-Way using a minimum scale of one inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format acceptable to the City and in Geographical Information System (GIS) or other digital electronic format acceptable to the City. If digital route maps are provided, the format of the data for overlaying on the City's GIS mapping system shall utilize ESRI shapefile or Geodatabase for the file format, NAD_1983_StatePlane_Washington_South_FIPS_4602_Feet as the horizontal datum, and shall be compatible with or can be imported into Arc GIS Version 9.2 or later. This information shall be provided no later than one hundred eighty (180) days after the effective date of this Ordinance and shall be updated within ten (10) business days of a reasonable request of the City.

Section 12. Undergrounding.

12.1 This Franchise is subject to the undergrounding requirements as may be required or later adopted by the Camas Municipal Code and consistent with applicable federal and Washington State law. MCImetro shall install all of its 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.

12.2 MCImetro will also share information necessary to facilitate joint-trenching and other undergrounding projects, and will otherwise cooperate with the City and other utility providers to serve the objective to maximize utility undergrounding where possible or as required.

Section 13. Service to Public Buildings (intentionally blank)

Section 14. Excavation and Notice of Entry.

14.1 During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the Right-of-Way so as to minimize interference with the passage of traffic and the use of adjoining property. MCImetro shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or State law, including RCW 39.04.180, for the construction of trench safety systems.

14.2 Whenever MCImetro excavates in any Right-of-Way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in the Right-of-Way. In no case shall any work commence within any Right-of-Way without a permit. During the progress of the work, MCImetro shall not unnecessarily obstruct the passage or use of the Right-of-Way, and shall provide the City with plans, maps, and information showing the proposed and final location of any Facilities in accordance with Section 11 of this Franchise.

14.3 At least five (5) days prior to construction of Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way for more than a four (4) hour period, MCImetro shall take reasonable steps to inform all apparent owners or occupiers of property within fifty (50) feet of said activities, that a construction project will commence. The notice shall include, at a minimum, the dates and nature of the project and a toll-free or local telephone number that the resident may call for further information. A pre-printed door hanger may be used to satisfy MCImetro's obligations under this Section of this Franchise.

14.4 At least twenty-four (24) hours prior to entering Right-of-Way within ten (10) feet of private property to construct Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way, MCImetro shall post a written notice describing the nature and location of the work to be performed adjacent to the affected private property as well as the information listed in Section 13.3 of this Franchise. MCImetro shall make a good faith effort to comply with the property owner/resident's preferences, if any, regarding the location or placement of Facilities that protrude above the prior ground surface level, if any, consistent with sound engineering practices.

Section 15. Stop Work.

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, consistent with applicable law, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

15.1 Be in writing;

15.2 Be given to the Person doing the work and be posted on the work site;

15.3 Be sent to MCImetro by email at the address given herein, provided the recipient of such email confirms receipt by reply email, which confirmation shall not include an automatic delivery or read receipt;

15.4 Indicate the nature of the alleged violation or unsafe condition; and

15.5 Establish conditions under which work may be resumed.

Section 16. Emergency Work, Permit Waiver.

In the event of any emergency where any Facilities located in the Right-of-Way are broken or damaged, or if MCImetro's construction area for their Facilities is in such a condition as to place the health or safety of any person or property in imminent danger, MCImetro shall immediately take any necessary emergency measures to repair or remove its Facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve MCImetro from later obtaining any necessary permits for the emergency work. MCImetro shall apply for the required permits not later than the next business day following the emergency work.

Section 17. Recovery of Costs.

MCImetro shall be subject to all permit fees associated with activities undertaken pursuant to this Franchise or other ordinances of the City. If the City incurs any costs and/or expenses for review, inspection or supervision of activities undertaken pursuant to this Franchise or any ordinances relating to a subject for which a permit fee is not established, MCImetro shall pay the City's reasonable costs and reasonable expenses. In addition, MCImetro shall promptly reimburse the City for any costs the City reasonably incurs in responding to any emergency involving MCImetro's Facilities. If the emergency involves the facilities of other utilities operating in the Right-of-Way, then the City will allocate costs among parties involved in good faith. Said costs and expenses shall be paid by MCImetro after submittal by the City of an itemized billing by project of such costs.

Section 18. Dangerous Conditions, Authority for City to Abate.

18.1 Whenever installation, maintenance or excavation of Facilities authorized by this Franchise causes or contributes to a condition that appears to substantially impair the lateral support of the adjoining Right-of-Way, public or private property, or endangers any person, the City may direct MCImetro, at MCImetro's expense, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

18.2 In the event MCImetro fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and MCImetro shall reimburse the City for all costs incurred.

Section 19. Safety.

19.1 MCImetro, in accordance with applicable federal, State, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its Facilities utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

19.2 All of MCImetro's Facilities in the Right-of-Way shall be constructed and maintained in a safe and operational condition, in accordance with applicable federal, State, and local safety rules and regulations.

19.3 The City reserves the right to ensure that MCImetro's Facilities are constructed and maintained in a safe condition. If a violation of any applicable safety regulation is found to exist, the City will notify MCImetro in writing of said violation and establish a reasonable time for MCImetro to take the necessary action to correct the violation. If the correction is not made within the established time frame, the City, or its authorized agent, may make the correction. MCImetro shall reimburse the City for all reasonable costs incurred by the City in correcting the violation.

Section 20. Authorized Activities.

This Franchise is solely for the location, construction, installation, ownership, operation, replacement, repair, maintenance, acquisition, sale, lease, and use of the Telecommunications System and associated Facilities for providing Wholesale and Retail Telecommunications Services. MCImetro shall obtain a separate franchise for any operations or services other than these authorized activities.

Section 21. Administrative Fee and Utility Tax.

21.1 Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. MCImetro does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

21.2 MCImetro shall be subject to a \$5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of the one-time administrative fee is due 30 days after Franchise approval.

21.3 If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

Section 22. Indefeasible Rights of Use.

22.1 An Indefeasible Right of Use ("IRU") is an interest in MCImetro's Facilities which gives MCImetro's customer the right to use certain Facilities for the purpose of providing Telecommunication Services; an IRU does not provide the customer with any right of physical access to the Facilities to locate, construct, replace, repair or maintain the Facilities, or any right to perform work within the Right-of-Way.

22.2 A lease or grant of an IRU regarding MCImetro's Facilities shall not require that the holder of the lease or IRU to obtain its own franchise or pay any fee to the City, PROVIDED THAT, under such lease or grant of an IRU, MCImetro: (i) retains exclusive ownership of such Facilities, (ii) remains responsible for the location, relocation, construction, replacement, repair and maintenance of the Facilities pursuant to the terms and conditions of this Franchise, and (iii) remains responsible for all other obligations imposed by this Franchise.

Section 23. Indemnification.

23.1 MCImetro agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or MCImetro's activities, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, provided that the City shall give MCImetro timely written notice of its obligation to indemnify the City. MCImetro shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than MCImetro.

23.2 In the event MCImetro refuses to undertake the defense of any suit or any claim, after the

City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and MCImetro's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of MCImetro, then MCImetro shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of MCImetro and the City, its officers, employees and agents, MCImetro's liability hereunder shall be only to the extent of MCImetro's negligence. It is further specifically and expressly understood that the indemnification provided in Section 22 of this Franchise constitutes MCImetro's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 24. Insurance.

24.1 Insurance Term. MCImetro shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on MCImetro's behalf with the issuance of this franchise.

24.2 No Limitation. MCImetro's maintenance of insurance as required by the agreement shall not be construed to limit the liability of MCImetro to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

24.3 Minimum Scope of Insurance. MCImetro shall obtain insurance of the types and coverage described below:

24.3.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under MCImetro's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

24.3.2 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

24.4 Minimum Amounts of Insurance. MCImetro shall maintain the following insurance limits:

24.4.1 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

24.4.2 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

24.5 Other Insurance Provision. MCImetro's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Applicant's insurance and shall not contribute with it.

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

24.7 Verification of Coverage. MCImetro shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of MCImetro before issuance of the Permit.

24.8 Notice of Cancellation. MCImetro shall provide the Public Entity with written notice of any policy cancellation, within two business days of their receipt of such notice.

24.9 Failure to Maintain Insurance. Failure on the part of MCImetro to maintain the insurance as required shall constitute a material breach of the Franchise Agreement entitling the City to Liquidated Damages under Section 28, below, or such other and further relief provided for herein or by law. Alternatively, the Public Entity may, after giving five business days' notice to MCImetro to correct the breach, immediately terminate the Franchise.

24.10 Public Entity Full Availability of Applicant Limits. If MCImetro maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by MCImetro, irrespective of whether such limits maintained by MCImetro are greater than those required by this Permit or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by MCImetro.

Section 25. Abandonment of MCImetro's Facilities.

No portion of the Facilities laid, installed, or constructed in the Right-of-Way by MCImetro may be abandoned by MCImetro without the express written consent of the City. Any plan for abandonment or removal of MCImetro's Facilities must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work.

Section 26. Restoration After Construction.

~~26.1~~ MCImetro shall, after any abandonment approved under Section 25 of this Franchise, or any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise area, promptly complete all restoration work and promptly repair any damage caused by such work at its sole cost and expense. MCImetro agrees to complete all restoration in accordance with the approved permit issued by the City, consistent with the City's Engineering Design Standards, for the work in question. restore the Right-of-Way to at least the condition the same was in immediately prior to any such abandonment, installation, construction, relocation, maintenance or repair pursuant to City standards. Whenever MCImetro's construction, maintenance, and repair of the fiber optic require trenching in the improved roadway, MCImetro shall design and install a 0.12 foot depth asphalt pavement overlay over the entire travel lane and turn lanes impacted where MCImetro has cut trenches into the improved roadway. MCImetro agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

26.226.1 If MCImetro 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 MCImetro, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. MCImetro 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).

26.326.2 Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by MCImetro, normal wear and tear excepted, shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to MCImetro, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and MCImetro 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).

26.426.3 In the event the work includes cutting and patching existing road surfaces resulting in the degradation of the projected lifespan of the roadway, MCImetro shall compensate the City for the reasonable projected costs resulting from the work, as estimated by the City Engineer or designee.

26.526.4 MCImetro 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, MCImetro 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 27. Bond or Letter of Credit.

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Franchise, MCImetro shall cause to be furnished a bond or Letter of Credit executed by a corporate surety or financial institution authorized to do business in the State of Washington, in a sum to be set and approved by the Director of Public Works, consistent with the provisions of the CMC, as sufficient to ensure performance of MCImetro's obligations under this Franchise. The bond shall be conditioned so that MCImetro shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

MCImetro may meet the obligations of this Section of this Franchise with one or more bonds acceptable to the City. In the event that a bond issued pursuant to this Section of this Franchise is canceled by the surety, after proper notice and pursuant to the terms of said bond, MCImetro shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section of this Franchise.

Section 28. Recourse Against Bonds and Other Security.

So long as the bond is in place, it may be utilized by the City as provided herein for reimbursement of the City by reason of MCImetro's failure to pay the City for actual costs and expenses incurred by the City to make emergency corrections under Section 17 of this Franchise, to correct Franchise violations not corrected by MCImetro after notice, and to compensate the City for monetary remedies or damages reasonably assessed against MCImetro due to material default or violations of

the requirements of City ordinances.

28.1 In the event MCImetro has been declared to be in default of a material provision of this Franchise by the City and if MCImetro fails, within thirty (30) days of mailing of the City's default notice, to pay the City any penalties, or monetary amounts, or fails to perform any of the conditions of this Franchise, or fails to begin to perform any condition that may take more than 30 days to complete, the City may thereafter obtain from the bond, after a proper claim is made to the surety, an amount sufficient to compensate the City for its damages. Upon such withdrawal from the bond, the City shall notify MCImetro in writing, by First Class Mail, postage prepaid, of the amount withdrawn and date thereof.

28.2 Thirty (30) days after the City's mailing of notice of the bond forfeiture or withdrawal authorized herein, MCImetro shall deposit such further bond, or other security, as the City may require, which is sufficient to meet the requirements of this franchise.

28.3 The rights reserved to the City with respect to any bond are in addition to all other rights of the City whether reserved by this Ordinance or authorized by law, and no action, proceeding, or exercise of a right with respect to any bond shall constitute an election or waiver of any rights or other remedies the City may have.

Section 29. Liquidated Damages.

29.1 The City and MCImetro recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of MCImetro's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and MCImetro agree that MCImetro shall pay to the City, the sum set forth below for each day or part thereof that MCImetro shall be in breach of specific provisions of this Franchise. Such amount is agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of MCImetro's breach of such provisions of this Franchise.

29.1.1 Subject to the provision of written notice to MCImetro and a thirty (30) day right to cure period, the City may assess against MCImetro liquidated damages as follows: two hundred dollars (\$200.00) per day for any material breach of the Franchise.

29.1.2 The City shall provide MCImetro a reasonable extension of the thirty (30) day right to cure period described in Section 289.1.1 of this Franchise if MCImetro has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

29.1.3 If liquidated damages are assessed by the City, MCImetro shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

29.1.4 In the event MCImetro fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies MCImetro that there has been a violation.

29.2 The recovery of amounts under Section 289.1.1 of this Franchise shall not be construed to limit the liability of MCImetro under the Franchise or an excuse for unfaithful performance of any obligation of MCImetro. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for City cost recovery purposes.

Section 30. Remedies to Enforce Compliance.

In addition to any other remedy provided herein, the City and MCImetro each reserve the right to pursue any remedy to compel the other to comply with the terms of this Franchise, and the pursuit of any right or remedy by a party shall not prevent such party from thereafter declaring a breach or revocation of the Franchise.

Section 31. Modification.

The City and MCImetro hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such amendment. City agreement shall be binding only upon City Council approval of any substantive alteration, amendment or modification of this Agreement.

Section 32. Force Majeure.

This Franchise shall not be revoked, nor shall MCImetro be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of MCImetro or occurs as a result of circumstances beyond MCImetro's reasonable control. Provided, however, MCImetro acts diligently to correct any such act or omission.

Section 33. City Ordinances and Regulations.

Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate lawful ordinances regulating the performance of the conditions of this Franchise, including any reasonable lawful ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate lawful regulations, the location, elevation, and manner of construction and maintenance of any fiber optic cable or of other Facilities by MCImetro. MCImetro shall promptly conform to all such regulations, unless compliance would cause MCImetro to violate other requirements of law.

Section 34. Acceptance/Liaison.

MCImetro's written acceptance shall include the identification of an official liaison who will act as the City's contact for all issues regarding this Franchise. MCImetro shall notify the City of any change in the identity of its liaison. MCImetro shall accept this Franchise in the manner hereinafter provided in Section 43 of this Franchise.

Section 35. Survival.

All of the provisions, conditions and requirements of Sections 10, Relocation of Facilities; 13, Excavation And Notice Of Entry; 17, Dangerous Conditions; 22, Indemnification; 24, Abandonment of MCImetro's Facilities; and 25, Restoration After Construction, of this Franchise shall be in addition to any and all other obligations and liabilities MCImetro may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to MCImetro and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties and all privileges, as well as all obligations and liabilities of each party shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever such party is named herein.

Section 36. Severability.

If any section, sentence, clause or phrase of this Franchise Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall

not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise Ordinance. In the event that any of the provisions of this Franchise Ordinance or of this Franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this Franchise and may amend, repeal, add, replace or modify any other provision of this Franchise Ordinance or of the Franchise granted herein, or may terminate this Franchise.

Section 37. WUTC Tariff Filings, Notice Thereof.

If MCImetro intends to file, pursuant to RCW Chapter 80.28, with the Washington Utilities and Transportation Commission (WUTC), or its successor, any tariff affecting the City's rights arising under this Franchise, MCImetro shall provide the City with fourteen (14) days prior written notice.

Section 38. Binding Acceptance.

This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

Section 39. Assignment.

This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale or otherwise, without the written approval of the City. The City's approval shall not be unreasonably withheld or delayed. Any reasonable costs associated with the City's review of any transfer proposed by MCImetro shall be reimbursed to the City by the new prospective Franchisee, if the City approves the transfer, or by MCImetro if said transfer is not approved by the City.

39.1 The City shall receive notice and approve any proposed change in control of MCImetro or assignment of this Franchise to a subsidiary or affiliate of MCImetro, which causes a change in control of the Franchisee. The City shall be notified but need not approve changes or assignments that do not result in a change in control of the Franchisee. Neither approval nor notification shall be required for mortgaging purposes.

39.2 A change in control shall be deemed to occur if there is an actual change in control or where ownership of fifty percent (50%) or more of the beneficial interests, singly or collectively, are obtained by other parties. The word "control" as used herein is not limited to majority stock ownership only, but includes actual working control in whatever manner exercised or changes in business form that act to materially reduce the resources available to MCImetro to perform its obligations under the Franchise granted herein.

39.3 A lease or grant of an Indefeasible Right of Use ("IRU") in the Telecommunications System, the associated Facilities, or any portion thereof, to another Person, or an offer or provision of capacity or bandwidth from the Telecommunications System or associated Facilities shall not be considered an assignment for purposes of this Section of this Franchise, PROVIDED THAT, under such lease, IRU, or offer, MCImetro: (i) retains ownership over the Tele-communications System, (ii) remains responsible for the location, construction, replacement, repair and maintenance of the Telecommunications System pursuant to the terms and conditions of this Franchise, and (iii) remains responsible for all other obligations imposed hereunder.

Section 40. Alternate Dispute Resolution.

If the City and MCImetro are unable to resolve disputes arising from the terms of the Franchise granted herein, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to an alternate dispute resolution process in Clark County agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

Section 41. Venue.

If alternate dispute resolution is not successful, the venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Clark County Superior Court.

Section 42. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 43. Notice.

Any notice or information required or permitted to be given to the City or to MCImetro under this Franchise may be sent to the following addresses unless otherwise specified:

If to the City, the notice shall be sent to:

City of Camas
~~Pete Capell~~, City Administrator
616 NE 4th Avenue
Camas, WA 98607

If to MCImetro, the notice shall be sent to:

MCIMETRO ACCESS TRANSMISSION SERVICES CORP.
D/B/A VERIZON ACCESS TRANSMISSION SERVICES
Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02E88
Irving, TX 75038

with an additional copy (except for invoices) to:

Verizon Business Services
1320 N. Courthouse Road, Suite 900
Arlington, VA USA 22201
Attn: General Counsel, Network & Technology

Either party can alter their official address for notifications provided in this Section of this

Franchise by providing the other party written notice thereof.

Section 44. Directions to City Clerk.

The City Clerk is hereby directed to publish this Ordinance in full and forward certified copies of this ordinance to MCImetro. MCImetro shall have thirty (30) days from receipt of the certified copy of this ordinance to execute this Franchise Agreement. If MCImetro fails to execute this Franchise in accordance with the above provisions, this Franchise shall be null and void.

Section 45. Publication Costs.

MCImetro shall reimburse the City for the cost of publishing this Franchise ordinance within thirty (30) Days of receipt of the City's invoice.

Section 46. Effective Date.

This ordinance shall take effect and be in full force five (5) Days after the date of publication.

Signed by the duly authorized representative of the parties as set forth below:

MCImetro

City

MCImetro Access Transmission Services Corp.
d/b/a/ Verizon Access Transmission Services,
a Delaware Corporation

City of Camas
a Washington Municipal Corporation

By: _____
Name: _____
Title: _____

_____ by Scott Higgins, Mayor

PASSED BY THE CITY COUNCIL ON _____, 2018.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. 18-007

A RESOLUTION amending the City of Camas Job Roster.

WHEREAS, during the course of 2018, the City Council for the City of Camas has conducted multiple workshops, including Level of Service presentations, relating to the personnel and other needs of departments of the City; and

WHEREAS, during the course of their review, City Council has determined that an additional Full Time Employee is needed within the Building Division of the Community Development Department, and the purpose of this Resolution is to amend the City's Job Roster to that effect.

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

Section I

The City of Camas Job Roster is hereby amended to include an additional Full Time Employee (FTE) to hold the position of Plans Examiner within the Building Division of the Community Development Department.

Section II

City staff is hereby directed to prepare necessary adjustments to the City of Camas budget through the 2018 Fall Omnibus for review and approval by the City Council.

Section III

ADOPTED at a regular session of the Council of the City of Camas this 6th day of August, 2018.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 18-011

AN ORDINANCE of the City of Camas, Washington, amending Ordinance No. 2706 and Ordinance No. 16-013, to extend the term and change the interest rates on the City's Limited Tax General Obligation Bond Anticipation Note, 2014.

WHEREAS, the City Council of the City of Camas, Washington (the "City") passed Ordinance No. 2706, establishing a revolving line of credit in the aggregate principal amount of not to exceed \$7,000,000 to provide financing for street design, right of way acquisition and construction, liquidity for the Camas-Washougal Fire Department consolidation, large equipment and vehicle purchases, and general City liquidity and other capital improvements (collectively, the "Projects"); and

WHEREAS, the City issued its Limited Tax General Obligation Bond Anticipation Note, 2014 (the "Note") to Bank of America, N.A. (the "Bank") to evidence the line of credit; and

WHEREAS, the City Council passed Ordinance No. 16-013, which amended Ordinance No. 2706, to extend the term to August 6, 2018, and change the interest rate on the Note; and

WHEREAS, it is in the best interest of the City to extend the term and change the interest rates of the Note, all pursuant to the proposal of the Bank dated July 19, 2018, which is attached as Exhibit A and incorporated herein by reference (the "Proposal");

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

Section 1. Extension of Term. The maturity date of the Note shall be extended from August 6, 2018 to August 6, 2020.

Section 2. Changes to Interest Rates. Pursuant to the Proposal, this ordinance shall amend Ordinance No. 16-013, as appropriate, to change the interest rates on the Note. Effective on August 6, 2018, the following defined terms in Ordinance No. 16-013 shall be amended as follows and the rates of interest on the Note shall be calculated as follows:

"Tax-Exempt LIBOR Daily Floating Rate Option" means a rate per year equal to 80% of the LIBOR Daily Floating Rate, plus 0.60%.

"Tax-Exempt LIBOR Fixed Rate Option" means a rate per year equal to 80% of the LIBOR Fixed Rate, plus 0.60%. All draws made at the Tax-Exempt LIBOR Fixed Rate Option must be in a minimum amount of \$250,000 and must have an interest rate period of one, two, three or six months; and no more than

three draws bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option may be outstanding at any one time.

“*Taxable LIBOR Daily Floating Rate Option*” means a rate per year equal to the LIBOR Daily Floating Rate plus 0.95%.

“*Taxable LIBOR Fixed Rate Option*” means a rate per year equal to the LIBOR Fixed Rate plus 0.95%. All draws made at the Taxable LIBOR Fixed Rate Option must be in a minimum amount of \$250,000 and must have an interest rate period of one, two, three or six months; and no more than three draws bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option may be outstanding at any one time.

All other provisions of Ordinance Nos. 2706 and 16-013 shall remain unchanged.

Section 3. Expenses. The City shall pay (a) the Bank a renewal fee of \$7,000 in connection with the extension of the Note, and (b) reimburse the Bank for its legal fees in the amount of not to exceed \$5,000.

Section 4. General Authorization and Ratification. The Mayor, City Administrator, Finance Director and other appropriate officers of the City are authorized to take any action necessary to implement this ordinance and the terms of the Proposal.

Section 5. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Camas, Washington, at an open public meeting thereof, this 6th day of August, 2018.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A

Bank Term Sheet Proposal

CERTIFICATION

I, the undersigned, City Clerk of the City of Camas, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. _____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on August 6, 2018, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is August ___, 2018.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: August 6, 2018.

CITY OF CAMAS, WASHINGTON

City Clerk

TERM SHEET PROPOSAL
City of Camas, Washington
July 19, 2018

This Term Sheet Proposal is presented for discussion purposes only. It is not a commitment to lend by Bank of America or any of its affiliates. Bank of America may withdraw or amend it at any time in its sole discretion. If Bank of America does extend a loan commitment, the actual terms and conditions (including pricing and financial covenants) will be subject to completion of due diligence, Bank of America's credit and documentation standards, necessary credit approval, market conditions and other considerations determined by Bank of America in its sole discretion. If selected, credit approval would be available within ten business days.

Borrower: City of Camas, Washington (the "City" or "Borrower").

Lender: Bank of America, N.A. (the "Bank").

Credit Facility: Extension of the 2014 Limited Tax General Obligation Bond Anticipation Note in the amount of \$7,000,000 dated August 6, 2014 (the "Facility").

Purpose: Proceeds of the Facility shall be used for capital expenditures. Borrower will indicate to the Bank whether each draw is taxable or tax-exempt.

Interest Rate: **Tax-Exempt:**
LIBOR Daily Floating Rate Option: 80% of LIBOR Daily Floating Rate, plus 0.60%.

LIBOR Daily Fixed Rate Option: 80% of LIBOR Fixed Rate, plus 0.60%, for interest periods of one, two, three or six months. Draws must be for minimum amounts of \$250,000 with no more than three draws bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option outstanding at any one time.

Taxable:
LIBOR Daily Floating Rate Option: LIBOR Daily Floating Rate, plus 0.95%.

LIBOR Daily Fixed Rate Option: LIBOR Fixed Rate, plus 0.95%, for interest periods of one, two, three or six months. Draws must be for minimum amounts of \$250,000 with no more than three draws bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option outstanding at any one time.

Upfront Fee: \$7,000

Unused Commitment Fee: No change to the existing unused commitment fee as provided in the Facility.

Repayment: No change to the existing interest payment schedule as provided in the Bond Anticipation Note. The City shall pay all accrued interest and outstanding principal on the updated Maturity Date set forth below.

Maturity Date: August 6, 2020 (the "Maturity Date").

Legal Opinion: Borrower to provide a legal opinion of nationally recognized bond counsel, in form and substance acceptable to Bank and its legal counsel, that the resolution and all documents related to renewal of the Facility have been properly adopted, authorized and executed.

Expenses:

Borrower will pay all reasonable costs and expenses associated with the preparation, due diligence, administration and enforcement of all documentation executed in connection with the renewal of the Facility, including the Bank attorney's fees. The Bank will utilize Rudy Salo of Nixon Peabody LLP as its legal counsel. Attorney fees for initial review and approval of documentation are \$5,000.

Other Terms and Conditions:

All other terms and conditions remain unchanged.

This Term Sheet Proposal contains confidential and proprietary loan structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the credit facilities contained in this Term Sheet Proposal or as may be required by law, the contents of the Term Sheet Proposal may not be disclosed in whole or in part to any other person or entity without consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed credit facility.

No Advisory or Fiduciary Role:

The City acknowledges and agrees that: (i) the transaction contemplated by this Summary of Terms and Conditions is an arm's length, commercial transaction between the City and the Bank in which the Bank is acting solely as a principal and for its own interest; (ii) the Bank is not acting as a municipal advisor or financial advisor to the City; (iii) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the City on other matters); (iv) the only obligations the Bank has to the City with respect to the transaction contemplated hereby expressly are set forth in this Summary of Terms and Conditions; and (v) the Bank is not recommending that the City take an action with respect to the transaction contemplated by this Summary of Terms and Conditions, and before taking any action with respect to the contemplated transaction, the City should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, the City is free to engage a municipal advisor to serve in that capacity. This Summary of Terms and Conditions is provided to the City pursuant to and in reliance upon the bank exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*