



CITY COUNCIL WORKSHOP MEETING AGENDA

Monday, July 18, 2016, 4:30 PM

City Municipal Center, 616 NE 4th Avenue

I. CALL TO ORDER


II. ROLL CALL

III. PUBLIC COMMENTS

IV. SPECIAL PRESENTATION

- A. Recognition of Firefighter/Paramedic Garry Alex
Details: Garry Alex celebrated 25 years of service with the City of Camas on July 8, 2016.
Presenter: Nick Swinhart, Fire Chief
Recommended Action: This is for Council's information only.

V. WORKSHOP TOPICS

- A. 2016 Limited Tax General Obligation Bond (LTGO) Anticipation Note (Line of Credit)
Details: The 2014 LTGO Bond Anticipation Note or Line of Credit with Bank of America expires August 6, 2016. The 2016 LTGO Bond Anticipation Note (BAN) replaces the 2014 BAN or Line of Credit. Bank of America will purchase the note with more favorable terms than the prior note. The size of the note will remain at a not-to-exceed of \$7,000,000. City staff estimate the savings to be approximately \$6,000 over the life of the note in interest and fees. The note provides the City more flexibility with the funding delay of state funds and seasonal cash flow needs. The ordinance for this item is also on the Regular Meeting Agenda for consideration in order for the one note to expire and the new one to be available the same day.
Presenter: Cathy Huber Nickerson
Recommended Action: This item has been placed on the July 18, 2016 Regular Meeting Agenda for City Council's Consideration as Ordinance No. 16-013.
 [DRAFT Amending Ordinance City of Camas LTGO](#)
[Substitute Note City of Camas LTGO BAN 2016](#)
- B. Sewer System Condition Assessment
Details: The City has received a scope of work and fee from HDR Inc., to provide a condition assessment and preventative maintenance program at the City's wastewater treatment plant and 23 sewer lift stations. The work will include a condition assessment of the City's above-ground infrastructure, provide recommendations for system repair or replacement, preliminary cost estimates, and assist in developing an equipment preventative maintenance program. The fee for these services is \$162,617. This work was identified in Decision Packages #33 and #35 in the original 2015-2016 Budget adoption and funds are currently available in the 2016 wastewater treatment and sewer pumping budgets to complete this work.
Presenter: Sam Adams, Utilities Manager

Recommended Action: Staff recommends this item be placed on the August 1, 2016 Consent Agenda for Council's consideration.

 [WWTP and Pump Station Condition Assessment Scope](#)

[WWTP and Pump Station Condition Assessment Fees](#)

C. 2017 Timber Harvest Consultant Services

Details: As part of the City's Boulder Creek and Jones Creek Watershed Management Plan, AKS Engineering and Forestry LLC, has submitted a scope of work and fee in the amount of \$98,000 to prepare and administer the 2017 timber harvest in the Boulder/Jones Watershed. The Harvest Unit Layout and Timber Sale Bid Packet will need to be completed in 2016 in preparation for the 2017 timber sale and harvest. It is anticipated the actual harvest will occur in 2017 with replanting of the harvested areas occurring in 2018. The Water Fund has sufficient Professional Services budget to complete the first portion of work in 2016, which will cost approximately \$30,000.

Presenter: Sam Adams, Utilities Manager

Recommended Action: Staff recommends this item be placed on the August 1, 2016 Consent Agenda for Council's consideration.

 [2017 Timber Harvest Consultant Services Proposal](#)

D. North Hills Subdivision Improvements and Impact Fee Credits Approval

Details: A developer is entitled to credit against the applicable impact fee for dedication of land, engineering or construction of impact fee eligible improvements as determined in the Camas Capital Facilities Plan. Camas Municipal Code (CMC) 3.88.140A(5)(A) states that impact fee creditable work is to be accepted by the City Council prior to credits being granted. The developer of the North Hills Subdivision was required to construct a regional trail that was identified as a Park Impact Fee creditable improvement. In this circumstance, the creditable improvements include the cost for constructing a sidewalk that is 4 feet wider than required; the overall widened sidewalk will serve as part of the regional trail network. The available Park Impact Fee credits are only for the cost of the additional 4 feet in width. The Transportation Impact Fee creditable improvements for this development include the construction of a portion of NE Woodburn Drive. Attached is the supporting documentation for the issuance of both the Park and Transportation Impact Fee credits. City staff has issued the final acceptance of all of the North Hills improvements, including the impact fee creditable improvements. Staff is seeking Council's acceptance of the North Hills Subdivision Improvements and approval of issuance of the applicable impact fee credits on the July 18, 2016 Consent Agenda. This acceptance will allow the developer to apply the credits to future building permits. Consistent with CMC 3.88.140, staff will continue to bring requests for acceptance of improvements to Council for developments where impact fee creditable improvements are performed by the developer.

Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends that Council consider the acceptance of the North Hills Subdivision Improvements on the July 18, 2016 Consent Agenda.

 [North Hills Parks Impact Fee Credits](#)

[North Hills Traffic Impact Fee Credits](#)

[North Hills Final Acceptance from Staff](#)

E. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

F. Impact Fee Deferral Program

Details: In 2015, the Washington State Legislature passed a bill requiring local governments to establish an impact fee deferral program. RCW 82.02.050 requires cities to adopt and implement an impact fee deferral program by September 1, 2016, for single family (attached and detached) residential buildings.

Presenter: Bob Cunningham, Building Official

Recommended Action: Staff requests Council's direction on the Impact Fee Deferral Program.

 [Staff Report](#)

[RCW 82.02.050](#)

[Sammamish Ordinance](#)

[Washougal Ordinance](#)

G. Winchester Hills Annexation

Details: In order to pursue an interlocal agreement with Clark County to annex the Winchester Hills subdivision and two rights of way, the City must first pass a resolution to begin formal negotiations with the county on that effort.

Presenter: Robert Maul, Planning Manager

Recommended Action: This item will be placed on a future agenda for Council's consideration.

 [Resolution for Proposed Annexation](#)

[NE 232nd Avenue Map](#)

[SE 15th Street Map](#)

[Winchester Hills Area](#)

H. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

I. Draft Resolution Regarding Governing Body Noticing Requirements

Details: Staff recommends a resolution to update the governing bodies noticing procedures of the City. Revised Code of Washington (RCW) 42.30.77, Agendas of regular meetings - Online availability, states that an agency of our size, that employs a website, shall post its governing body's meeting agendas to its website 24 hours in advance of the meeting. The City has continuously been compliant with this RCW, and adopting this resolution would simply update the procedures previously established by Resolution No. 617.

Presenter: Jennifer Gorsuch, Administrative Services Director

Recommended Action: This resolution will be placed on the August 1, 2016 Regular Meeting Agenda for Council's consideration.

 [Resolution Regarding Governing Body Agenda Noticing](#)

[RES No. 617 Establishing Procedures for Notifying the Public of Upcoming Pub](#)

J. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Pete Capell, City Administrator

VI. COUNCIL COMMENTS AND REPORTS

VII. PUBLIC COMMENTS

VIII. ADJOURNMENT

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

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 16-013

AN ORDINANCE of the City of Camas, Washington, amending Ordinance No. 2706 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, 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 June 30, 2016, 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, 2016 to August 6, 2018.

Section 2. Changes to Interest Rates. Pursuant to the Proposal, this ordinance shall amend Ordinance No. 2706, as appropriate, to change the interest rates on the Note. In connection, Sections 1(h), (q), (r), (s) and (t) and Section 3 of Ordinance No. 2706 shall be amended as follows (with additions underlined and deletions stricken):

(h) "*LIBOR Fixed Rate*" means the interest rate determined by the following formula. (All amounts in the calculation will be determined by the Bank as of the first day of the interest period)

LIBOR Fixed Rate = LIBOR/(1.00 – Reserve Percentage).

LIBOR means, for any applicable interest period, the rate per annum equal to the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Bank), as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Bank from time to time) at approximately 11:00 a.m. London time two London Banking Days before the commencement of the interest period, for U.S. Dollar deposits (for

delivery on the first day of such interest period) with a term equivalent to such interest period; provided that (i) to the extent a comparable or successor rate is approved by the Bank, in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Bank, such approved rate shall be applied in a manner otherwise reasonably determined by the Bank, and (ii) if LIBOR shall be less than zero, LIBOR shall be deemed to be zero for purposes of this ordinance. ~~If such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternate method as reasonably selected by the Bank.~~

(q) “*Tax-Exempt LIBOR Daily Floating Rate Option*” means a rate per year equal to 70% of the LIBOR Daily Floating Rate, plus 0.60%~~0.75%~~.

(r) “*Tax-Exempt LIBOR Fixed Rate Option*” means a rate per year equal to 70% of the LIBOR Fixed Rate, plus 0.60%~~0.75%~~. 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.

(s) “*Taxable LIBOR Daily Floating Rate Option*” means a rate per year equal to the LIBOR Daily Floating Rate plus 0.95%~~1.00%~~.

(t) “*Taxable LIBOR Fixed Rate Option*” means a rate per year equal to the LIBOR Fixed Rate plus 0.95%~~1.00%~~. 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.

(u) “*Reserve Percentage*” means the total of the maximum reserve percentages for determining the reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency Liabilities, as defined in the Federal Reserve Board Regulation D, rounded upward to the nearest 1/100 of one percent. The percentage will be expressed as a decimal, and will include, but not be limited to, marginal, emergency, supplemental, special and other reserve percentages.

Section 3. Authorization of the Note; Payment, Registration and Transfer. In order to finance capital expenditures and general City liquidity needs, the City shall establish a revolving line of credit and issue and sell a note to evidence such line. The Note shall be designated the “City of Camas, Washington Limited Tax General Obligation Bond Anticipation Note, 2014” and issued in the denomination of not to exceed \$7,000,000 (the “Note”). The Note shall be dated the date of delivery to the Bank (the “Date of Delivery”).

Interest on the outstanding principal balance of the Note shall be payable quarterly, on each January 1, April 1, July 1 and October 1, commencing October 1, 2014, calculated on the basis of a 360-day year and the actual number of days elapsed. The Note matures on, and all outstanding principal and interest on the Note must be paid by, a date that is two years from the dated date of the Note (the "Maturity Date"). The Note is a revolving line of credit, so that principal amounts previously advanced and repaid may be drawn again; provided that the aggregate principal amount of all draws under the Note that have not been repaid may at no time exceed \$7,000,000. Each draw pursuant to a Request for Draw for any portion of proceeds to be used for a permitted tax-exempt purpose under the Code and satisfying the conditions set forth in Section 8(c) of this ordinance regarding conditions for the initial tax-exempt draw, shall bear interest at the Tax-Exempt LIBOR Daily Floating Rate Option or the Tax-Exempt LIBOR Fixed Rate Option. Each draw pursuant to a Request for Draw for any portion of proceeds that is not used for a permitted tax exempt-purpose under the Code shall bear interest at the Taxable LIBOR Daily Floating Rate Option or the Taxable LIBOR Fixed Rate Option. Interest on each draw shall accrue from its date until paid and such interest shall be computed on the principal amount outstanding on each day and at the applicable interest rate for that day during the applicable interest period on the basis of a 360-day year and the actual days elapsed. Interest payable on the Note on each interest payment date shall be the sum of interest accruing on all the outstanding draws during the interest period.

Any Request for a Draw shall be in the updated form of Exhibit A attached. Each Authorized Officer is hereby authorized to review and determine whether the draw is for a permitted tax-exempt purpose select either the Tax-Exempt LIBOR Daily Floating Rate Option or the Tax-Exempt LIBOR Fixed Rate Option or that it is not for a permitted tax-exempt purpose and select either the Taxable LIBOR Daily Floating Rate Option or the Taxable LIBOR Fixed Rate Option that such Authorized Officer finds in the best interest of the City for each draw on the Note.

Notwithstanding the foregoing, so long as an event of default (as defined in Section 11) has occurred and is continuing hereunder, outstanding principal amounts will bear interest at a default rate 8.05% in excess of the interest rate otherwise applicable under the Note.

The Note shall be issued in fully registered form. Both principal of and interest on the Note shall be payable in lawful money of the United States of America by check, warrant, wire transfer or automatic clearinghouse funds. The Bank will give 10 days' prior notice to the City of the approximate amount (depending on changes in the interest rate occurring after the date of such notice) to be debited. Principal and interest shall be an obligation only of the Note Fund. The City Finance Director shall act as Note Registrar.

The outstanding principal balance of the Note on any particular day shall be the aggregate of all funds which the City has drawn from the date of the Note to that day less the aggregate of all principal payments made by the City on or before

that day. Interest on a particular principal amount so advanced shall be determined from the date of the advance of Note proceeds pursuant to a Request for Draw by the City.

A Request for Draw pursuant to the Note may be made by an Authorized Officer in writing at any time prior to the Maturity Date, so long as no event of default (as defined in Section 11) has occurred and is continuing. Requests for Draw shall include requests by email or fax bearing a facsimile signature of an Authorized Officer. The City hereby delegates to the Authorized Officers authority to make a Request for Draw, and determining the tax status of the draw and setting the interest rate, pursuant to this ordinance.

The Bank shall incur no liability to the City or to any other person in acting upon any notice or other communication which the Bank believes in good faith to have been given by an official or other person authorized to borrow on behalf of the City, or otherwise acting in good faith in making advances pursuant to this ordinance.

The Note may be assigned or transferred only in whole and only if endorsed in the manner provided thereon and surrendered to the Note Registrar, subject to the Bank's representations in a certificate to be provided on the Date of Delivery. Any such transfer shall be without cost to the owner or transferee and shall be noted in the Note Register. The Note may only be assigned by the Bank to another qualified investor satisfying the requirements set forth in the certificate to be signed by the Bank on the Date of Delivery.

All other provisions of Ordinance No. 2706 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, (b) reimburse the Bank for its legal fees in the amount of not to exceed \$3,000; and (c) pay to the Bank, quarterly in arrears, a fee for the unused portion of the Bank's commitment, which fee shall equal 0.275% per annum and calculated on the difference between \$7,000,000 and the average Outstanding Principal Balance of the Note for the preceding quarterly period, beginning on October 1, 2014, on the basis of actual number days elapsed in a 360-day year. Payments of such fees shall be made by check, wire transfer or other mutually acceptable means to the Bank or to its designated payee.

Section 4. OFAC Representations. The City warrants that the representations made in Section 10(c) of Ordinance No. 2706 remain true and correct as of the date of this Ordinance.

Section 5. 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 6. 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 18th day of July, 2016.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A

**CITY OF CAMAS, WASHINGTON
LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2014
REQUEST FOR DRAW NO. _____**

TO: _____

On behalf of the City of Camas, Washington (the "City"), I hereby certify that:

1. I am an Authorized Officer of the City, authorized by Ordinance No. 2706 of the City Council of the City passed on June 16, 2014, as amended by Ordinance No. _____ (together, the "Note Ordinance") to request this draw under the City's Limited Tax General Obligation Bond Anticipation Note, 2014 (the "Note") and to make the representations on behalf the City set forth herein. Capitalized terms used herein shall have the meanings given in the Note Ordinance.

2. The City requests a draw under the Note in the amount of: \$_____.

The aggregate outstanding amount of draws requested under the Note, including this draw, do not exceed \$7,000,000. Please disburse the draw to the City on _____, 201__, by depositing funds to the City's account at [insert account information].

3. This draw shall bear interest in (check one of the following):

☐ the Tax-Exempt LIBOR Daily Floating Rate Option.

☐ the Tax-Exempt LIBOR Fixed Rate Option for a _____-month interest period (one, two, three or six months permitted, may not extend beyond the Maturity Date).

☐ the Taxable LIBOR Daily Floating Rate Option.

☐ the Taxable LIBOR Fixed Rate Option for a _____-month interest period (one, two, three or six months permitted, may not extend beyond the Maturity Date).

4. The draw will be expended for purposes authorized by the Note Ordinance.

5. Except as previously disclosed to the Bank, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental body pending or, to the best of the knowledge of the City, threatened against the City that, in the reasonable judgment of the City, would have a material and adverse effect on the ability of the City to pay the amounts due under the Note Ordinance and the Note.

6. All representations of the City in the Note Ordinance were true and correct when made, and remain true and correct on this date.
7. If the draw shall bear interest under the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option, the City hereby certifies (a) that the amount of the draw equals or exceeds \$250,000, (b) that after such draw is made there shall be no more than three draws outstanding that are bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option, and (c) that the date designated in paragraph 2 above for disbursement is at least three London Banking Days after the delivery of this request for draw.

Dated as of this ____ day of _____, 201_.

CITY OF CAMAS, WASHINGTON

By: _____
Authorized Officer

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 July 18, 2016, 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 July ____, 2016.

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: _____, 2016.

CITY OF CAMAS, WASHINGTON

City Clerk

No. S-1

NOT TO EXCEED \$7,000,000

UNITED STATES OF AMERICA

STATE OF WASHINGTON

CITY OF CAMAS

LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2014

REGISTERED OWNER: BANK OF AMERICA, N.A.
800 FIFTH AVENUE, FLOOR 34
SEATTLE, WA 98104

TAX IDENTIFICATION #: 94-1687665

MATURITY DATE: AUGUST 6, 2018

PRINCIPAL AMOUNT: NOT TO EXCEED SEVEN MILLION AND NO/100 DOLLARS

The CITY OF CAMAS, WASHINGTON, a municipal corporation of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay, but solely from the City's LTGO Bond Anticipation Note Fund, 2014 (the "Note Fund") created by Ordinance No. 2706 of the City passed on June 16, 2014, as amended by Ordinance No. _____ (together, the "Note Ordinance"), to the Registered Owner identified above, the principal amount of not to exceed \$7,000,000 outstanding at any one time from the date hereof.

Interest on the outstanding principal balance of the Note shall be payable quarterly, on each January 1, April 1, July 1 and October 1, commencing October 1, 2014, calculated on the basis of a 360-day year and the actual number of days elapsed. The Note matures on, and all outstanding principal and interest on the Note must be paid by, August 6, 2018 (the "Maturity Date"). The Note is a revolving line of credit, so that principal amounts previously advanced and repaid may be drawn again; provided that the aggregate principal amount of all draws under the Note that have not been repaid may at no time exceed \$7,000,000. Each draw pursuant to a Request for Draw for any portion of proceeds to be used for a permitted tax-exempt purpose under the Code and satisfying the conditions set forth in Section 8(c) of this ordinance regarding conditions for the initial tax-exempt draw, shall bear interest at the Tax-Exempt LIBOR Daily Floating Rate Option or the Tax-Exempt LIBOR Fixed Rate Option, as defined in the Note Ordinance. Each draw pursuant to a Request for Draw for any portion of proceeds that is not used for a permitted tax exempt-purpose under the Code shall bear interest at the Taxable LIBOR Daily Floating Rate Option or the Taxable LIBOR Fixed Rate Option, as defined in the Note Ordinance. Interest on each draw shall accrue from its date until paid and such interest shall be computed on the principal amount outstanding on each day and at the applicable interest rate for that day during the applicable interest period on the basis of a 360-day year and the actual days elapsed. Interest payable on the Note on each interest payment date shall be the sum of interest accruing on all the outstanding draws during the interest period.

The Note constitutes a general indebtedness of the City and is payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Note. For as long as the Note is outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory tax limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is legally available, to pay principal of and interest on the Note as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal and interest on the Note and such pledge shall be enforceable in mandamus against the City.

The City may prepay this Note, in whole or in part, at any time as provided in the Note Resolution.

This Note may be transferred only in whole to a qualified investor as provided in the Note Resolution.

Reference is made to the Note Ordinance for other covenants and declarations of the City and other terms and conditions upon which this Note has been issued, which terms and conditions, including, but not limited to, terms

pertaining to defeasance, are made a part hereof by this reference. The City irrevocably and unconditionally covenants that it will keep and perform all of the covenants of this Note and of the Note Ordinance. Reference also is made to the Note Ordinance for the definitions of the capitalized terms used and not otherwise defined herein.

The City and the Note Registrar may deem and treat the Registered Owner of this Note as its absolute owner for the purpose of receiving payment of principal and interest and for all other purposes, and neither the City nor the Note Registrar shall be affected by any notice to the contrary other than proper notice of assignment. As used herein, Registered Owner means the person or entity named as Registered Owner of this Note on the front hereof and on the Note Register.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon has been signed by the Note Registrar.

The principal of and interest on this Note shall be paid only to the Registered Owner as of the Record Date and to no other person or entity, and this Note may not be assigned except on the Note Register.

It is certified that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been done, have happened and have been performed as required by law, and that the total indebtedness of the City, including the Note, does not exceed any constitutional or statutory limitations.

IN WITNESS WHEREOF, the City has caused this Note to be executed on behalf of the City by the signatures of its Mayor and Deputy City Clerk and a facsimile reproduction of the seal of the City to be printed hereon, this ____ day of _____, 2016.

[SEAL]

CITY OF CAMAS, WASHINGTON

By _____
Mayor

ATTEST:

Deputy City Clerk

This Note only may be assigned as provided in the Note Ordinance and only if the assignee signs the below Assignment and signs a certificate substantially in the form of the “qualified institutional buyer” certificate that is attached to this Note.

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2016

This note is the Note described in the within-mentioned Note Ordinance and is the Limited Tax General Obligation Bond Anticipation Note, 2014 of the City of Camas, Washington, dated _____, 2016.

CITY FINANCE DIRECTOR, as Registrar

By _____
Note Registrar

Scope of Work
WWTP and Pump Station Condition Assessment
and Preventative Maintenance Program
for City of Camas
HDR Engineering, Inc.

BACKGROUND

The City of Camas (City) has expressed an interest in developing a condition assessment and preventative maintenance program at the Wastewater Treatment Plant (WWTP) and 23 pump stations in the collection system.

The scope of this project is to conduct a condition assessment of the City's above-ground infrastructure at the WWTP and 23 pump stations, provide recommendations for system repair or replacement, and assist in developing an equipment preventative maintenance program.

A condition assessment will field verify above-ground and accessible WWTP and pump station systems, including mechanical, electrical instrument and control (EI&C) and structural components; and will assess below-ground infrastructure based on a Remaining Useful Life (RUL) analysis. A prioritized condition assessment with recommendations on system repair or replacement will be prepared, along with preliminary cost estimates for recommendations.

This scope includes the following tasks:

TASK 1 PROJECT MANAGEMENT

Activities

- Prepare an internal project management plan to include schedule, budget, roles, project team contact information, and procedures.
- Prepare monthly invoices
- Prepare monthly progress reports to advise City project manager of project status.
- Conduct internal team meetings to review progress, coordinate disciplines, and identify information needs.

Assumptions

- Project duration is 6 months.

Deliverables

- Monthly invoices and progress reports

TASK 2 COMPILE FACILITY INFORMATION

Activities

- Participate in a kickoff meeting to confirm project goals and review information request and data collection.

- Compile existing information on facilities, including size, material, manufacturer, age, and known issues.
- Prepare facility evaluation worksheets to aid in facility tour.
- Develop and discuss asset class Original Useful Life (OUL) estimates to be used later in RUL analysis.

Assumptions

- City will provide information on existing facilities including record drawings, operations and maintenance manuals, equipment replacement/repair records, and other relevant information. See Appendix A for a complete list of information requested.
- Information compilation will only occur for the facilities and pump stations being inspected as part of Task 2.
- City will review and comment on evaluation worksheets to confirm the inspection criteria meets their goals.
- Kickoff meeting will last 2 hours and will be attended by three HDR staff.

Deliverables

- Facility evaluation worksheets
- Kickoff meeting agenda and minutes

TASK 3 FACILITY TOUR AND SITE VISITS

- Coordinate a tour of the WWTP facilities and collection system pump stations listed in Table 1. Verify and note the general condition of infrastructure for use in condition assessment.

Table 1. Facilities to be Evaluated

| WWTP Facilities | |
|--|--|
| Main Pump Station | UV Disinfection |
| Primary Clarifiers (exposed/above-ground portion only) | Effluent Pumping |
| WPS Pumping | Chemical Feed Systems |
| Secondary Treatment System (splitter box, basins, blowers, mixers, exposed piping) | Grit Removal System |
| Secondary Clarifiers 1, 2 & 3 (exposed/above-ground portion only) | Gravity Thickener |
| RAS/WAS Pumping | Centrifuge and Centrate Handling |
| Scum Handling Systems | Plant Drain PS |
| Septage Handling System | Odor Control Systems 1 & 2 |
| Standby Power System | Headworks Screens |
| Waste Activated Sludge Thickener and associated equipment | Anaerobic Digesters and associated equipment |
| Biosolids Dryer | Effluent Disc Filters |
| Collection System Pump Stations | |
| 23 Pump Stations | |

The following components for each process/building will be inspected where applicable:

- Mechanical – includes process piping and equipment; heating, ventilation, and air conditioning (HVAC); odor control; and other mechanical support facilities.
- Electrical – includes electrical, instrumentation, controls, and power source/backup facilities.
- Structural – includes structural building components (e.g., concrete, steel) as well as building envelope components (e.g., windows, doors, skylights).

Assumptions

- Facility tours assume the following level of effort for HDR staff:
 - 24 hours each at the WWTP for two process mechanical engineers
 - 16 hours each at the WWTP for electrical and structural engineers
 - 1 hour per pump station for three HDR staff (process mechanical, electrical and structural).
- It is assumed that all 23 pump stations will be inspected. Inspectors will not enter wet wells for the inspections, but will observe wet well conditions with the use of a field camera
- Below-grade or submerged structures/equipment will not be visually inspected. Condition of assets not visible from the surface will not be included in the assessment. This condition assessment will not document changes in the condition of assets that occurs after the date of inspection.
- Inspections will be visual observation and will not include destructive or nondestructive testing.
- Electrical and control cabinets will be opened by City staff. Electrical inspections will be visual observation and no testing will be performed.
- Pump stations and treatment plant will be inspected in current operating configuration,

Deliverables

- Site visit schedule

TASK 4 CONDITION ASSESSMENT TECHNICAL MEMORANDUM

- Prepare a high-level condition assessment of above-ground facilities using data gathered during facility tours. Complete evaluation worksheets for each facility. Develop recommendations for the repair, replacement, or upgrade of facilities. HDR will work with the City to establish an overall RUL of each facility to aid in calculating risk and prioritizing recommendations.
- Develop conceptual-level cost estimates for the recommendations (Class 5 based on Association for the Advancement of Cost Engineering [AACE] 18R-97)
- Document condition assessment activities in a Technical Memorandum (TM). TM will include photos documenting the conditions as well as a GIS file with the pump station locations.
- Attend condition assessment review meeting to discuss the results of the condition assessment. Discuss estimate of risk for above-ground facilities based on facility RUL and criticality. Criticality will be established during the condition assessment meeting with City staff using a scale of low, medium, and high. A numeric estimate will be based on RUL

multiplied by criticality. Prioritize recommendations based on input from the City into the 6-year, 10-year, and 20-year planning horizons. Review and update prioritization of recommendations.

Assumptions

- Review meeting will last 4 hours and be attended by two HDR staff.
- The City will provide one set of consolidated comments for its review of the Draft Condition Assessment TM.
- The condition assessment TM will be based upon visual observation and best professional judgment.

Deliverables

- Draft Condition Assessment TM (electronic PDF submittal)
- Final Condition Assessment TM (electronic PDF submittal)
- Review meeting minutes (electronic PDF submittal)
- Electronic GIS shapefile with pump station locations

TASK 5 PREVENTATIVE MAINTENANCE PROGRAM EVALUATION

- Facilitate a preventative maintenance program workshop to present options for creating an electronic preventative maintenance program. Up to three options will be compared. The workshop agenda will include discussion with City staff on the ability of the electronic preventative maintenance program to satisfy the needs of other departments beyond the wastewater utility.
- After selection of the preferred program, HDR will populate the database with the preventative maintenance activities for two systems: the Class A Solids Drying System and the Main Pump Station.
- A second workshop will be conducted to train City staff on the use of the new system and procedures for populating it with data.

Assumptions

- Two 4-hour workshops will be conducted for this task.
 - Workshop 1 will include Camas staff from multiple City departments and will be attended by four HDR staff.
 - Workshop 2 will include Camas staff representing the wastewater utility and will be attended by three HDR staff.
- Software purchase is not part of this scope of work.
- Additional training and/or support can be provided under addendum.
- The intent of this task is to develop a foundational computerized maintenance management system that will schedule, document and report preventative maintenance activities.

Deliverables

- Meeting minutes for both workshops
- Preventative Maintenance Database

Appendix A. Information Request

The following is a list of requested information to assist the team in data review. It is assumed that not everything on this list will be available; however, it will serve as a starting point for the data request.

1. Asset Inventory, by facilities, including original installation dates and/or replacement dates
2. Record drawings as up to date as possible
3. Concept reports that contain original concepts and criteria
4. Operating records and standard operating procedures (SOPs) – flow rates; chemical feeds; daily and weekly changes
5. Maintenance records and SOPs for the WWTP
6. Equipment submittals and descriptions
7. Operations and maintenance (O&M) manuals
8. Any special reports that were prepared for the facility (e.g., inspections, cleaning, noise, odor)
9. Any performance tests that were performed on the facility (e.g., pump tests, unit process loading and head loss, other)
10. Results of any pilot tests and special water quality studies
11. Reports routinely submitted to health or environmental agencies for regulatory compliance
12. Sanitary survey or other reports from state, federal or other governmental agencies
13. Photos taken throughout the years that may depict changes
14. Consent decrees, legal mandates or negotiated arrangements related to the facility
15. Community/neighborhood issues associated with the facility (e.g., noise, chemical deliveries, odor)
16. Zoning ordinances or planning requirements for the facility
17. Building, plumbing, fire, electrical and safety code requirements
18. Contracts with other districts that influence quantity, flow, pressure, water quality, etc.
19. Flood zone and earthquake requirements, and any other natural or site issues
20. Painting and coating requirements and history
21. Lead, asbestos, or other potentially hazardous materials at the facilities
22. Power and electrical supply – existing situations and future needs
23. Electric rate structures, demand charges, and usage charges
24. Water/wastewater planning documents that may reflect future changes in demands/flows or other requirements
25. Capital funding requirements that may influence the level of inspection or report requirements
26. Architectural requirements or special designations
27. Listing of corrosive chemicals used or on-site
28. Ventilation requirements or issues related to moisture
29. Security and vandalism issues
30. Instrumentation, controls and data acquisition and storage requirements

31. Special formats or needs related to cost estimates
32. Special issues related to protection of intakes or outfalls, diffusers, etc.
33. Issues or reports related to surge issues, pressure fluctuations, breaks, etc.
34. Permit requirements including National Pollution Discharge Elimination System (NPDES), Total Maximum Daily Loads (TMDLs), other
35. Any violations of codes or permits noted
36. Facility shutdown/outage requirements
37. Safety requirements – ingress and egress, confined space requirements

| Level of Effort City of Camas - WWTP and Pump Station Condition Assessment and Preventative Maintenance Program | | HDR Engineering | | | | | | | | | | | | | Total Fee (includes sub- consultant mark-up and escalation) | |
|---|---|-------------------------|--------------------|-------------|-------------------------|-------------|--------------|-------------------------|---------------|---------------|---------------|-----------|------------|----------------|--|-----------|
| | | QC/Technical Advisor | Project Manager II | Engineer II | QC/Technical Advisor | Engineer IV | Engineer III | QC/Technical Advisor | Technician II | Technician II | Technician II | Hours | Labor | Total Expenses | | HDR Fee |
| | | \$ 220 | \$ 210 | \$ 153 | \$ 220 | \$ 210 | \$ 180 | \$ 220 | \$ 109 | \$ 109 | \$ 109 | | | | | |
| Task Description | | | | | | | | | | | | | | | | |
| Task 1 Project Management | | | | | | | | | | | | | | | | |
| | Project Management Plan | | 1 | | | | | | 4 | | 5 | \$ 646 | \$ 6 | \$ 652 | \$ 652 | |
| | Project set up, Invoicing & Monthly reports | | 12 | | | | | | 4 | 24 | 40 | \$ 5,572 | \$ 56 | \$ 5,628 | \$ 5,628 | |
| | Team meetings/coordination | | 32 | | | | | | 2 | | 34 | \$ 6,938 | \$ 69 | \$ 7,007 | \$ 7,007 | |
| | Sub-total | 0 | 45 | 0 | 0 | 0 | 0 | 0 | 10 | 24 | 79 | \$ 13,156 | \$ 132 | \$ 13,288 | \$ 13,288 | |
| Task 2 Compile Facility Information | | | | | | | | | | | | | | | | |
| | Kickoff Meeting | | 4 | 8 | 8 | | | | 1 | | 21 | \$ 3,933 | \$ 389 | \$ 4,322 | \$ 4,322 | |
| | Compile Information | | | 48 | | 12 | 12 | | 1 | | 73 | \$ 12,133 | \$ 121 | \$ 12,254 | \$ 12,254 | |
| | Prepare Facility Evaluation Worksheets | 4 | | 16 | 4 | 4 | 4 | | 6 | | 38 | \$ 6,422 | \$ 64 | \$ 6,486 | \$ 6,486 | |
| | Sub-total | 4 | 4 | 72 | 12 | 16 | 16 | 0 | 0 | 8 | 0 | 132 | \$ 22,488 | \$ 575 | \$ 23,063 | \$ 23,063 |
| Task 3 Facility Tour and Site Visits | | | | | | | | | | | | | | | | |
| | WWTP Inspections | 28 | | 24 | | 16 | 16 | | | | 84 | \$ 16,072 | \$ 1,632 | \$ 17,704 | \$ 17,704 | |
| | Pump Station Inspections | | | 28 | | 28 | 28 | | | | 84 | \$ 15,204 | \$ 652 | \$ 15,856 | \$ 15,856 | |
| | Sub-total | 28 | 0 | 52 | 0 | 44 | 44 | 0 | 0 | 0 | 0 | 168 | \$ 31,276 | \$ 2,284 | \$ 33,560 | \$ 33,560 |
| Task 4 Condition Assessment TM | | | | | | | | | | | | | | | | |
| | Develop Condition Assessment for Inspected Facilities | 8 | 4 | 80 | | 36 | 36 | | | | 164 | \$ 28,880 | \$ 289 | \$ 29,169 | \$ 29,169 | |
| | Cost Estimates | 4 | | 40 | | 14 | 14 | | | | 72 | \$ 12,460 | \$ 125 | \$ 12,585 | \$ 12,585 | |
| | Condition Assessment TM | 8 | 4 | 60 | 8 | 14 | 14 | | 28 | 36 | 172 | \$ 25,976 | \$ 260 | \$ 26,236 | \$ 26,236 | |
| | Review Meeting | | 4 | 8 | | | | | | | 12 | \$ 2,064 | \$ 45 | \$ 2,109 | \$ 2,109 | |
| | Sub-total | 20 | 12 | 188 | 8 | 64 | 64 | 0 | 28 | 36 | 0 | 420 | \$ 69,380 | \$ 718 | \$ 70,098 | \$ 70,098 |
| Task 5 Preventative Maintenance Program | | | | | | | | | | | | | | | | |
| | PM Program Workshop #1 | | 10 | 10 | 16 | | | 16 | | 2 | | 54 | \$ 10,888 | \$ 1,333 | \$ 12,221 | \$ 12,221 |
| | Develop PM Database and populate with data | 2 | | 6 | 20 | | | | | | 28 | \$ 5,758 | \$ 58 | \$ 5,816 | \$ 5,816 | |
| | PM Program Workshop #2 | | 6 | 6 | 8 | | | | | 2 | | 22 | \$ 4,156 | \$ 416 | \$ 4,572 | \$ 4,572 |
| | Sub-total | 2 | 16 | 22 | 44 | 0 | 0 | 16 | 0 | 4 | 0 | 104 | \$ 20,802 | \$ 1,806 | \$ 22,608 | \$ 22,608 |
| Hours | | 54 | 77 | 334 | 64 | 124 | 124 | 16 | 28 | 58 | 24 | 903 | | | | |
| Fee | | \$11,880 | \$16,170 | \$51,102 | \$14,080 | \$26,040 | \$22,320 | \$3,520 | \$3,052 | \$6,322 | \$2,616 | | \$ 157,102 | \$ 5,515 | \$ 162,617 | |
| | | | | | | | | | | | | | | | \$ 162,617 | |

May 31, 2016

City of Camas
Attn: Sam Adams
P.O. Box 1055
Camas, WA 98607

**Re: Professional Services Proposal for Harvest Entry 3, Jones 2017 Timber Sale, in the
Boulder Creek and Jones Creek Watersheds**

Mr. Adams:

Attached is our estimate to provide professional forest management, forest engineering, and turbidity monitoring services for the Jones 2017 Timber Sale located in the City of Camas Boulder Creek and Jones Creek Watersheds, Clark County, Washington.

As discussed, the purpose of this proposal is to provide professional services for timber sale preparation, contract administration, and turbidity monitoring for the Jones 2017 Timber Sale. This proposal is based on the adopted City of Camas Boulder Creek and Jones Creek Forest Management Plan, additional information and requests provided by you, and our extensive experience working on similar projects throughout the Pacific Northwest and for the City.

We look forward to working with you on this project. Please give me a call if you have any questions or comments.

Sincerely,

AKS Engineering & Forestry, LLC



Bryce D. Hanson, PE, LSIT

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made between the **City of Camas (Client)** and **AKS Engineering & Forestry, LLC (AKS)** to provide professional forestry, forest engineering, and turbidity monitoring services for the Jones 2017 Timber Sale located in the Boulder Creek and Jones Creek Watersheds (Sections 3, T2N, R4E, W.M., Clark County, Washington).

PROJECT UNDERSTANDING

The Client would like to implement Entry 3 of the adopted Boulder Creek and Jones Creek Watershed Forest Management Plan. This entry will include Units 10 and 32 from the Forest Management Plan. The project deliverables will include completed field work (forestry and forest engineering), a timber sale bid packet ready for auction, contract administration of the Jones 2017 Timber Sale Contract, tree planting administration and monitoring services for the harvested units, and turbidity monitoring. The understanding is that the timber harvest will be planned for sale in the fall/winter of 2016, with active operations occurring during the summers of 2017 and/or 2018.

SCOPE OF WORK

The following list of items outlines services AKS will be responsible for completing for Units 10 and 32.

I. TASK 1: HARVEST UNIT LAYOUT

A. FOREST ENGINEERING SERVICES

Forest engineering services will include:

- Perform unit reconnaissance and layout to identify and mark streams, stream types, other water bodies, evidence of root rot, and physical characteristics of the harvest units.
- Mark harvest unit boundaries (cutting lines, Riparian Management Zones (RMZs), etc.).
- Perform unit boundary mapping to determine the actual harvest areas.
- Determine the amount and appropriate locations of Wildlife Reserve Trees (WRTs) and Green Retention Trees (GRTs) required to remain based on harvest area.
- Mark the WRTs and GRTs in the field.
- Perform field investigation to determine road and landing locations.
- Additional road reconnaissance to verify the proposed road will be optimally located for the future fish stream crossing of Units 19 and 36.
- Survey the preliminary road location (P-Line).
- Complete road designs.
- Perform road staking/posting of the final road designs.

B. FORESTRY SERVICES

Professional forestry services necessary for harvest unit layout include the following:

- Perform a timber cruise of the harvest areas to estimate harvest volume.



-
- Perform a timber appraisal, including the timber value and road construction and harvesting costs. These factors will help determine an estimated stumpage value.

II. TASK 2: TIMBER SALE PACKET

A. SPECIFICATIONS/PERMITTING/BIDDING

The following services will be provided for finalizing a complete timber sale packet that can be advertised and let out for bid.

- **Department of Natural Resources (DNR) Permitting:** Prepare permit applications (including RMAP checklist) and obtain permits for road construction and harvesting activities.
- Special provisions/specifications include preparation of the following for inclusion in the contract:
 - Road specifications
 - Harvest specifications
- Timber sale contract preparation, compilation, and revisions based on Client review.
- Marketing of the contract to prospective bidders.

III. TASK 3: TIMBER SALE ADMINISTRATION

A. CONTRACT ADMINISTRATION

The following services will be provided for the duration of the Jones 2017 Timber Sale Contract:

- Attend pre-work conference to meet selected contract buyer and subcontractors to review the timber sale contract and determine a plan of operations.
- Perform site visits as necessary during sale operations to ensure compliance with the timber sale contract. Up to one visit per day during active operations may be necessary.
- Review log truck tickets and payments to ensure the Client is receiving adequate payments for forest products removed.
- Timber sale close-out procedures to ensure all contract terms have been met.

IV. TASK 4: POST-SALE ADMINISTRATION

A. TREE PLANTING ADMINISTRATION

These services will include the following activities to replant the Jones 2017 Timber Sale harvest units:

- Reserve seedlings on behalf of the Client.
- Prepare tree planting contract documents (Client is responsible for legal portion of contract and bidding).
- Provide contract administration of the tree planting contract to ensure compliance.

Note that the cost of purchasing trees is not included and tree seedling costs can fluctuate.

B. TREE SURVIVAL MONITORING

Monitoring services will include performing site visits and tree survival surveys for the first 3 years following tree planting. It is required under the Forest Practice Act to replant and ensure planted trees survive the initial years in order to be determined as achieving “Satisfactory Reforestation.” This will require one to two site visits to perform survival surveys and report findings to the State, with an additional site visit to monitor competing vegetation. AKS will provide recommendations for any site vegetation management that may be required to release the planted trees from any competing vegetation.

V. TASK 5: TURBIDITY MONITORING

A. CONTINUOUS MONITORING AND REPORTING

A 15-minute sampling interval is recommended in order to capture natural events (peak rain fall, slides, etc.) and maintain continuous monitoring of the turbidity levels at the monitoring station. Monitoring services will continue from May 2017 through May 2019 to capture several months of the following wet weather season in order to provide comparable data throughout the timber harvesting process. Services to maintain the monitoring efforts will include the following:

- **Site Visits:** Based on projected battery life, site visits are assumed to be necessary every 3 weeks to mitigate interrupted data collection due to dead batteries.
- **Data Reduction and Semiannual Reports:** The collected turbidity data will be reduced with the necessary software and semiannual reports will be produced. The semiannual reports will include graphs and general statistics about the turbidity levels and a short summary of the information with comparisons to local rain gages. The report schedule will follow the wet and dry seasons such as September 2017 and June 2018, and September 2018 and June 2019.
- **Final Reporting:** The semiannual reports will be available to the Client at any time during the monitoring process; however, a comprehensive report will be provided following the monitoring timeline of May 2017 through May 2019. The final report will compile all semiannual reports and summarize the results of the study to compare turbidity levels at the designated monitoring station for pre-timber harvest against post-timber harvest in the watershed.
- **Possible Investigation:** If the turbidity monitoring discovers abnormally high turbidity readings, such as from a landslide, AKS will investigate upstream reaches to attempt to determine the cause of the high turbidity outputs. AKS will report the findings to the Client and work with the Client on potential resolutions if determined appropriate.

B. TURBIDITY MONITORING REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses associated with turbidity monitoring:

- Mileage
- Clerical
- Monitoring station repairs following large storm events

- Turbidity monitor servicing and/or replacement of wearing parts (Sonde cleaning/wiping element)

VI. TIMBER SALE LAYOUT AND ADMINISTRATION REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses:

- Mileage
- Copies
- Deliveries
- Clerical

ESTIMATE FOR SERVICES

I. TASK 1: HARVEST UNIT LAYOUT

- A. FOREST ENGINEERING SERVICES \$15,000**
- B. FORESTRY SERVICES..... \$8,000**

II. TASK 2: TIMBER SALE PACKET

- A. SPECIFICATIONS/PERMITTING/BIDDING\$6,000**

III. TASK 3: TIMBER SALE ADMINISTRATION

- A. CONTRACT ADMINISTRATION.....\$40,000**

IV. TASK 4: POST-SALE ADMINISTRATION

- A. TREE PLANTING ADMINISTRATION\$7,000**
- B. TREE SURVIVAL MONITORING\$3,000**

V. TASK 5: TURBIDITY MONITORING

- A. CONTINUOUS MONITORING AND REPORTING\$15,000**
- B. TURBIDITY MONITORING REIMBURSABLE EXPENSES\$1,500**

VI. TIMBER SALE LAYOUT AND ADMINISTRATION REIMBURSABLE EXPENSES\$2,500

TOTAL ESTIMATED COST (WITHOUT TURBIDITY MONITORING) \$81,500

TOTAL ESTIMATED COST (INCLUDING TURBIDITY MONITORING) \$98,000

ASSUMPTIONS

- This proposal is for contract preparation ready for bidding for road construction and final timber harvest unit layout.
- Neighborhood outreach services and meetings are not included in this proposal.



-
- The timber sale contract will follow the same format and utilize the same standard clauses as the Jones 2015 Timber Sale Contract.
 - Unit boundary mapping will be performed with a resource-grade GPS and will not be surveyed.
 - Contract administration services assume that the timber sale will be active during the summers of 2017 and 2018; therefore, an 8-month timeframe is assumed necessary to complete the timber sale and daily inspections are required. Costs will be less if the sale is completed in one summer and fewer inspections are required.
 - The tree planting contract is to be prepared by AKS with review by the City Attorney.
 - Post-sale administration does not include the cost to purchase the tree seedlings.
 - Tree survival monitoring is only for the first 3 years following planting. Additional monitoring may be necessary depending on the condition of the planted trees. Additional monitoring services can be determined at that time.
 - Turbidity monitoring estimates are only for the current monitoring station and the described monitoring cycle.

BASIS OF FEE AND BILLING

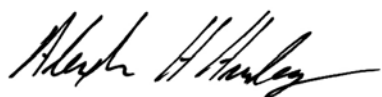
In consideration for performing said services, the Client agrees to compensate AKS on an hourly basis at our standard rates. Invoices will be issued monthly for work performed the previous month.

EXCLUSIONS

Services not specifically included.

Fees or bonds required by affected governmental bodies for review, filing, and submission of plans, drawings, and plats are not included in the estimate. Title company fees are not included.

See attached "General Provisions."



AKS Engineering & Forestry, LLC

Client

Date 05/31/2016
 AKS Engineering & Forestry, LLC
 9600 NE 126th Avenue, Suite 2520
 Vancouver, WA 99682

Date _____
 City of Camas
 P.O. Box 1055
 Camas, WA 98607



GENERAL PROVISIONS

1. **REIMBURSABLE EXPENSES:** Reimbursable expenses of AKS Engineering & Forestry, LLC (AKS) shall be those expenses incurred directly for the project, including but not limited to transportation costs, meals, lodging, computer services, printing, permit fees, and binding charges. Reimbursement for these expenses shall be on the basis of actual costs (if incurred through an outside vendor) or at AKS' current cost rates.
2. **OUTSIDE SERVICES:** Any technical or professional services furnished by an outside consultant or contractor will be billed at cost.
3. **AKS' FEES AND FEE ESTIMATES:** Unless otherwise agreed in writing, charges for all AKS' services will be billed in accordance with AKS' rate schedule in effect at the time the services are performed. Any estimate provided by AKS will be provided on the basis of experience and judgment, but AKS cannot warrant that actual time and expenses will not vary from these fee estimates.
4. **PAYMENT TO AKS:** Monthly invoices will be issued by AKS for all work performed under the terms of this Agreement. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a periodic rate of 1.5% per month (which is an annual percentage rate of 18%), unless another rate is mandated by law, in which case the finance charge shall equal the maximum interest rate allowed by law. Client agrees that, if it disputes any portion of an invoice, Client must notify AKS of such dispute in writing within 30 days of the invoice date, which notice must set forth the disputed amount and the reason for such dispute. Client hereby waives any right to dispute an invoice more than 30 days after an invoice's date.
5. **FAILURE TO PAY:** Client acknowledges that failure to timely pay any amount hereunder is a material breach of this Agreement, and that AKS may, in its sole discretion, suspend service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals) in the case of any late payment, and that if any payment is not timely made, AKS may further withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principal's). AKS may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid. In addition to the principal amount due hereunder, and any Finance Charges that accrue hereunder, Client agrees to pay AKS all collection costs that AKS incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for AKS staff time (at AKS' regular rates). If AKS suspends work as a result of Client's non-payment, AKS may require an additional "start up fee" to re-start work hereunder, even if Client cures all past defaults.
6. **GOVERNMENT CHANGES:** If AKS, pursuant to this Agreement, produces a work product and/or performs field work that complies with the ordinances, policies and procedures of governmental agencies, and any such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field work thereby required shall be paid for by Client as extra work.
7. **ADDITIONAL SERVICES:** Client agrees that if services not specified in this Agreement are provided, or if Client requests services not specified here-in, Client agrees to timely pay for all such services as extra work at AKS's standard rates (if not otherwise specified).
8. **CONSTRUCTION COST ESTIMATES:** Any construction cost estimates provided by AKS will be on a basis of experience and judgment, but since AKS has no control over market conditions or bidding procedures, AKS cannot warrant that bids or actual construction costs will not vary from these cost estimates.
9. **PROFESSIONAL STANDARDS:** AKS shall only be responsible, to the level of competency and the standards of care, skill, and diligence maintained by professionals providing similar services in AKS' local community at the time that AKS provides services under this Agreement. **AKS makes no other warranty, expressed or implied.**
10. **TERMINATION-** Either Client or AKS may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work previously authorized and performed prior to effective date of termination.
11. **LIMITATION OF LIABILITY:** Client hereby waives all claims against AKS and releases AKS from any claim, demand, loss, or liability that Client may now or hereafter have against AKS arising out of or in connection with this Agreement or the services provided hereunder (whether in tort, contract or otherwise), provided that any such claim, demand, loss or liability has not resulted from AKS' gross negligence or willful misconduct. **In no case shall AKS's liability to the Client for any cause or combination of causes, in the aggregate, exceed the amount of AKS' insurance for this project. In no event shall AKS be liable for any indirect or consequential damages of any kind.**
12. **LEGAL EXPENSES:** In the event either party hereto must seek legal counsel for the purpose of enforcing or otherwise interpreting the terms of this Agreement, whether or not legal action is initiated, the losing party shall pay the prevailing party all fees, costs, and expenses incurred including reasonable attorneys' fees and expert witness fees, including any fees and costs incurred on appeal.
13. **ENFORCEABILITY:** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.
14. **AUTHORIZATION TO PROCEED:** Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.
15. **TRANSFERABILITY OF AGREEMENT:** This Agreement is between Client and AKS and is not transferable without the written consent of the other party.
16. **ACCESS TO SITE:** Unless otherwise stated, Client warrants that AKS will have access to the site, to the same degree as Client, for activities necessary to perform services. Client represents that it has unrestricted access to the site.
17. **OWNERSHIP OF DOCUMENTS:** It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or machine-reader form, are instruments of professional service intended for one-time use by Client only for this project only. Work Product is and shall remain the property of AKS. Client shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full. If Client is in possession of any Work Product and has not paid any amount due hereunder, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product.
18. **INSURANCE:** AKS is covered by a general liability insurance policy and a professional liability policy, which policies shall each provide for at least \$1,000,000 coverage per occurrence. If Client requires additional coverage in excess of that amount, and if procurable, AKS will obtain additional insurance to the level Client requests at Client's sole expense.
19. **INDEMNITY:** Client hereby agrees to defend AKS and hold AKS harmless from any claim, demand, loss or liability, including reasonable attorneys' fees, that results from for any loss, damage or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.
20. **WORK OF OTHERS:** Client agrees that AKS shall not be responsible or liable for any work performed or services provided by any entity other than AKS and/or any person that is not a direct employee of AKS. Client acknowledges that AKS may assist Client with the coordination of other contractors and/or design professional and/or consultants, and/or that AKS will make arrangements for the provision of services by others; and Client further acknowledges that such coordination and/or other such efforts does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide Geo-technical engineering, Traffic engineering, structural engineering, wetland delineation, and electrical engineering, services. Client expressly acknowledges that AKS does not assume responsibility for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.
21. **ALL TERMS MATERIAL:** All provisions herein are material to AKS's agreement to provide services, and were expressly negotiated by the parties.
22. **VENUE:** Any litigation initiated in connection with this Agreement shall take place in Multnomah County, Oregon, unless such case involves a lien claim that must be litigated elsewhere as a matter of law, in which case all issues related to this Agreement may be litigated in the same forum as the lien claim. All claims of any nature that relate to this Agreement shall be subject to Oregon law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state, in which case only the lien claim will be subject to the laws of another state, and all other claims/issues will remain subject to Oregon law.
23. **NOTICE OF CLAIMS:** Client shall, and expressly agrees to, provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS, including but not limited to any dispute, any claimed damages, any perceived failure by AKS, or otherwise. As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.



City of Camas
Community Development
Application Form
Impact Fee Credit

Impact Fee Credit Applying for:

- ☐ Traffic Impact Fee ☐ Fire Impact Fee ☐ School Impact Fee
☐ Open Space Impact Fee ☒ Parks Impact Fee

Company Name: THE HILLS AT ROUND LAKE Work Phone: 360-892-0514
Contact Name: RIAN TUTTLE
Address: P.O. BOX 61426
City: VANCOUVER State: WA Zip: 98666 Fax: _____
E-mail Address: RIAN@HOLTGROUPINC.COM

Associated Development Proposal:

NORTH HILLS

Case Number: SVR 10-02 Parcel Number: 178423010
Site Address: 27639 SE 15TH ST CAMAS, WA 98607

Location of Request:

Address of Location: 27639 SE 15TH ST
Intersection from: WOODBURN / UMATILLA Intersection to: T-27 TRAIL / UMATILLA / SE 15TH ST
Amount of Credit Requested: \$21,986.80

The undersigned hereby certifies that this application has been made with the consent of the lawful property owner(s) and that all information submitted with this application is complete and correct. False statements, error, and/or omissions may be sufficient cause for denial of the request.

Applicant Signature: [Signature] Date: 6/17/16

For Office Use Only:

☐ Approved
☐ Disapproved Signature: _____ Date: _____

accommodate gravity flow of stormwater. Given the relatively narrow width of the site, the applicant would need to eliminate an additional lot in order to comply with the setback requirements. The applicant will provide a dense landscape buffer within the reduced setback area to screen the stormwater facility from adjacent streets.

e. The applicant will construct sections of the City's proposed T-27 and T-14 trails, consistent with the 2007 Parks, Recreation and Open Space Comprehensive Plan. The applicant is entitled to a Park Impact Fee ("PIF") credit for the T-27 improvements. The credit is based on the overall improvement; it is not a "per lot" credit. He requested the examiner modify condition 13 to that effect.

f. He requested the examiner modify condition of approval 6 to clarify that the City is only required to approve those portions of the Conditions, Covenants and Restrictions ("CC&Rs") that apply to the ownership and maintenance of common areas within the subdivision.

g. He accepted the additional condition proposed by Mr. Carothers in Exhibit 54.

h. He noted that the intersection of Nourse Road and Umatilla Street is projected to operate at a Level Of Service ("LOS") B or better based on the applicant's traffic study, Exhibit 7. The traffic counts used in the traffic study were taken when the nearby high school was in operation.

i. He testified that the applicant is willing to retain or replace the existing public water service to Ms. Thompson's property.

5. Linda Thompson noted that traffic generated by the High School west of the site creates significant congestion on Nourse Road as students arrive for school in the morning and depart in the afternoon. This congestion can make it difficult to access Nourse Road from the site. She testified that her home east of the site is served by existing water lines located on the site.

6. The examiner closed the record at the end of the public hearing and announced his intention to approve the application subject to the conditions of approval in the Staff Report, as modified at the hearing.

C. DISCUSSION

1. City staff recommended approval of the preliminary subdivision plat, based on the affirmative findings and subject to conditions of approval in the Staff Report, as modified at the hearing. The applicant accepted those findings and conditions, as modified, with certain exceptions.

2. The examiner concludes that the affirmative findings in the Staff Report show that the proposed preliminary plat does or can comply with the applicable standards of

7. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the owners.
8. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the Community Development Department and DAHP.
9. Final as-built construction drawing submittals shall meet the requirements of the Camas Design Standards Manual.
10. Prior to placing any pavement on Phase 2 or directing any stormwater runoff from the southerly portion of the site, the off-site stormwater facility required for The Hills at Round Lake, PRD Phase I, II, and III shall be installed and fully operational.
11. Final landscaping and fencing plans for the northerly stormwater facility, NE Umatilla Street, Tracts B and F, and any other site landscaping or fencing shall be included with the final engineering plans. The plans shall detail planting types, quantities, locations and details along with acceptable fencing plans, irrigation if necessary and installation details.
12. Building permits shall not be issued prior to the city's final acceptance of the improvements.
13. The applicant shall submit the actual cost of the sidewalk construction along NE Umatilla Street or an acceptable engineer's estimate for the PIF creditable calculation prior to final plat approval.
14. The applicant shall be responsible for construction of the half-street improvements along the site's Nourse Road frontage consistent with Clark County Standards for the assigned roadway classification of Nourse Road.

Planning Department

15. Prior to the Building Department issuing a Certificate of Occupancy, each lot shall install a minimum of one tree to be located in the planter strip of each lot, as approved on the final plat. Trees shall be a minimum of two-inch diameter at breast height.
16. Prior to final acceptance the applicant shall plant the proposed 44 mitigation trees in locations approved by the City during final engineering. Trees shall be a minimum of two-inch diameter at breast height.
17. Required trees shall be maintained in good health, and shall be promptly replaced (within six months) if damaged or in poor health, and a note to this effect shall be on the final plat document.
18. The applicant shall provide a detailed construction plan in accordance with CMC§16.61.030(F), for Tract "H", as revised to a half acre.
19. Temporary measures. The outer perimeter of the open space tract (Tract "H"), and other identified trees for preservation, shall have temporary construction fencing installed and maintained throughout site improvement. During utility installation,

Main Office and Shop
P.O. Box 290
22525 NE W.H. Garner Rd.
Yacolt, WA 98675
Operations:
9210 NE 62nd Ave.
Vancouver, WA 98665



Phone: (360) 334-3100
Fax: (360) 334-3101
WA# ROTSCI*1200A
OR CCB # 95682

Umatilla Sidewalk Costs

Proposal Submitted To: The Holt Group

Date: 6/2/2016

Attention: Rian Tuttle

Phone: 360-892-0514

Street Address:

Fax:

City, State and Zip:

Job Name: North Hills

E-mail: rian@holtgroupinc.com

Job Location: Camas, WA

| Bid Item | Description | Quantity | Unit | Unit Price | Total Price |
|----------|------------------------------|----------|------|------------|--------------|
| | | | | | |
| | 1 Sidewalk (1315' x 4' wide) | 5260 | SF | \$ 4.18 | \$ 21,986.80 |
| | | | | | |

Summary

| | | | |
|-------|-----------------|----|-----------|
| | Subtotal | \$ | 21,986.80 |
| 8.40% | Tax | \$ | - |
| | Total | \$ | 21,986.80 |

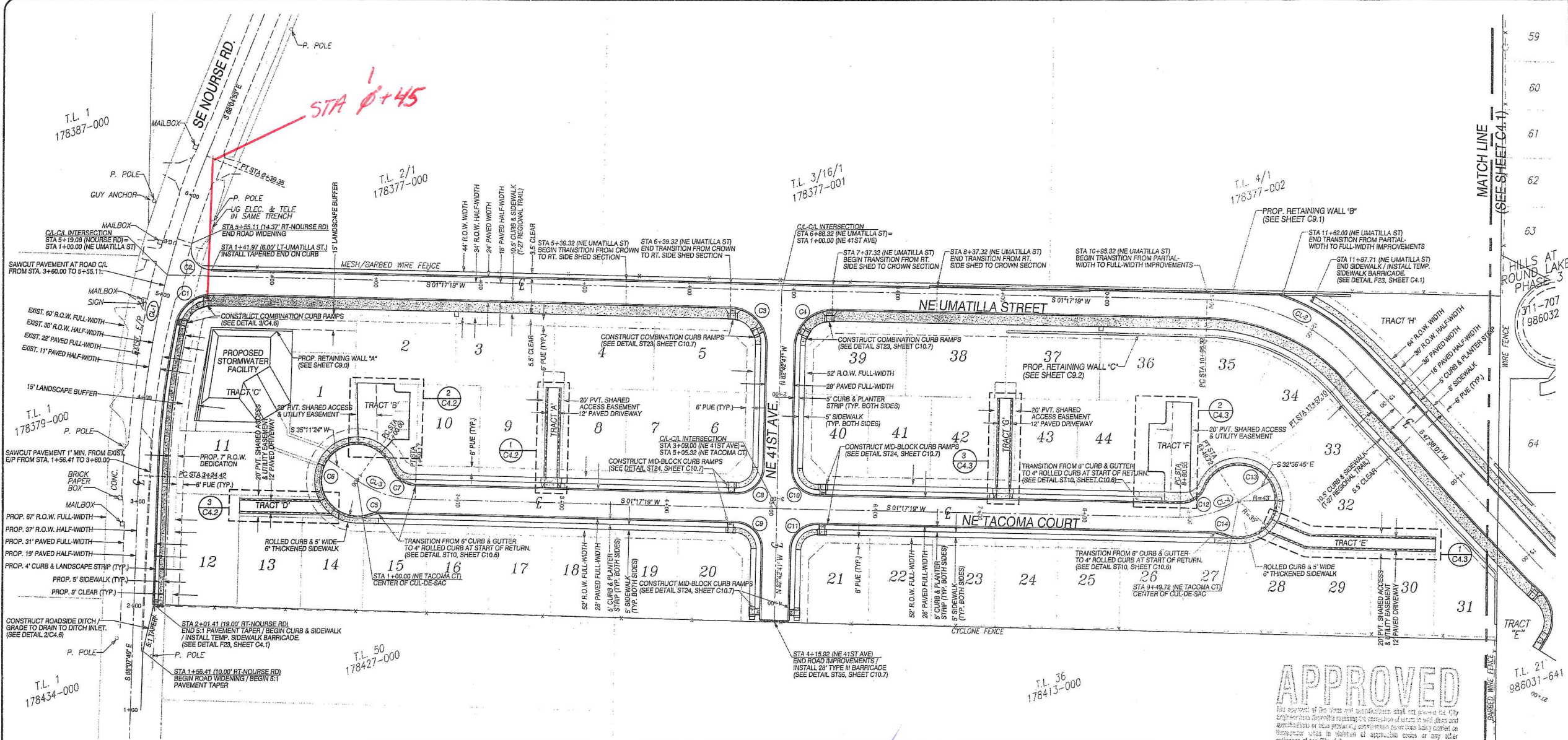
Notes

Same as original proposal

Exclusions

Same as original proposal

A handwritten signature in blue ink, appearing to be "OK" or similar, is located in the lower right area of the page.



CLIENT:

HILLS AT ROUND LAKE, LLC
P.O. BOX 87970
VANCOUVER, WA 98687-7970

PHONE: (360) 892-0514
FAX: (360) 892-1818

STREET PLAN FOR:

NORTH HILLS SUBDIVISION

LAND SURVEYORS
OLSON
ENGINEERING INC. 222 E. EVERGREEN BLVD., WA 98660

DESIGNED: RWP
DRAWN: RWP
CHECKED: PAT
DATE: JULY 2015
SCALE: H: 1"=50'
V: 1"=100'

COPYRIGHT 2015, OLSON ENGINEERING, INC.

NORTH HILLS SUBDIVISION
7436.03.02

SHEET

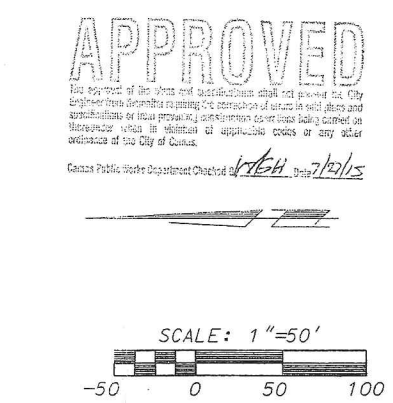
C4.0

CENTERLINE CURVE DATA

| | |
|------|--|
| C1-1 | PC STA 3+54.42 (SE NOURSE RD.) DELTA=90°00'00" R=900.00' L=314.16' |
| C1-2 | PC STA 6+39.35 (SE NOURSE RD.) DELTA=90°00'00" R=900.00' L=314.16' |
| C1-3 | PC STA 10+95.32 (NE UMATILLA ST.) DELTA=90°00'00" R=900.00' L=314.16' |
| C1-4 | PC STA 1+00.00 (NE TACOMA CT.) DELTA=90°00'00" R=900.00' L=314.16' |

CURB RETURN DATA

| NO. | STATION | RT. - SE NOURSE RD. | RT. - NE UMATILLA ST. | RT. - NE TACOMA CT. | RT. - NE 41ST AVE. |
|-----|---|---------------------|-----------------------|---------------------|--------------------|
| C1 | BCR STA 1+41.97 (8.00' LT. - SE NOURSE RD.) | 408.97 | | | |
| C2 | BCR STA 1+41.97 (8.00' LT. - NE UMATILLA ST.) | 408.97 | 408.97 | | |
| C3 | BCR STA 1+41.97 (8.00' LT. - NE TACOMA CT.) | 408.97 | 408.97 | 408.97 | |
| C4 | BCR STA 1+41.97 (8.00' LT. - NE 41ST AVE.) | 408.97 | 408.97 | 408.97 | 408.97 |

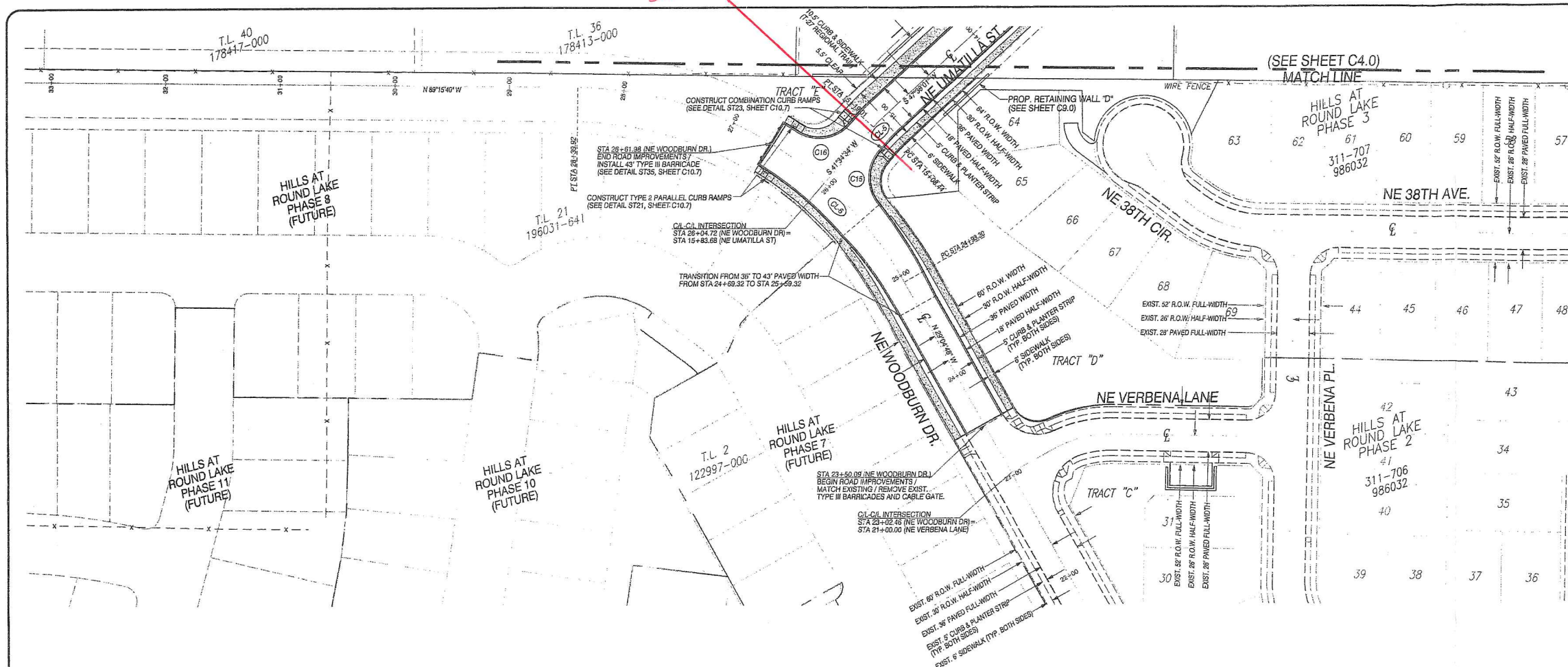


RECORD DRAWING

NOTES:

- SEE SHEETS C4.4 AND C4.5 FOR TYPICAL STREET SECTIONS.
- SEE CITY OF CAMAS STD. STREET NOTES AND DETAILS ON SHEETS C10.6 AND C10.7.
- TRACTS A, B, C, D, E, F, G, & H TO BE OWNED AND MAINTAINED BY THE H.O.A.

City of Camas, WA
JUL 2 2015
Page 10 of 51

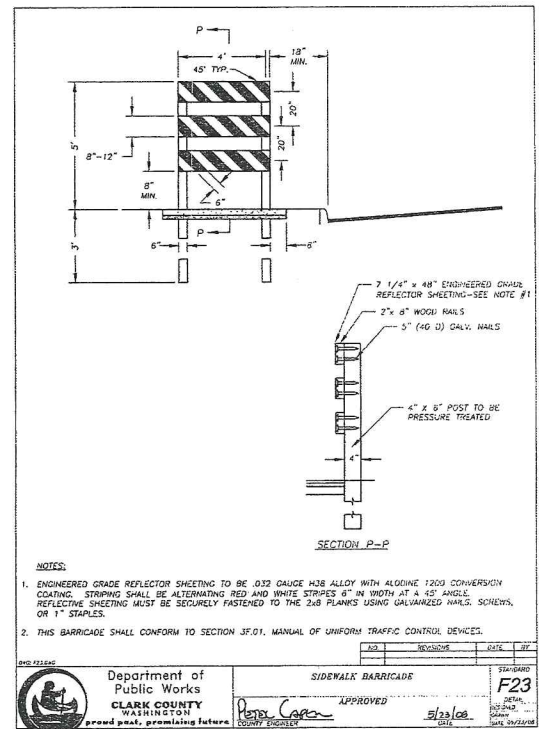


CLIENT:
HILLS AT ROUND LAKE, LLC
P.O. BOX 87970
VANCOUVER, WA 98687-7970
PHONE: (360) 892-0514
FAX: (360) 892-1818

OFFSITE STREET PLAN (NE WOODBURN DR.) FOR:
NORTH HILLS SUBDIVISION

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
360-896-1835
509-289-9268

RECORD DRAWING



| CENTERLINE CURVE DATA | |
|-----------------------|---|
| CL-3 | PC STA 15+08.44 (NE UMATILLA ST.) DELTA=06°03'29" R=100.00' L=10.57' PT STA 15+19.01 (NE UMATILLA ST.) |
| CL-5 | PC STA 24+93.30 (NE WOODBURN DR.) DELTA=60°10'52" R=330.00' L=348.52' PT STA 28+39.92 (NE WOODBURN DR.) |

- INDICATES SIDEWALK TO BE CONSTRUCTED WITH OTHER SUBDIVISION IMPROVEMENTS.
- NOTES:
1) SEE SHEETS C4.4 AND C4.5 FOR TYPICAL STREET SECTIONS.
2) SEE CITY OF CAMAS STD. STREET NOTES AND DETAILS ON SHEETS C10.8 AND C10.7.
3) TRACTS A, B, C, D, E, F, G, & H TO BE OWNED AND MAINTAINED BY THE H.O.A.

| CURB RETURN DATA | |
|------------------|--|
| C15 | BCR STA 25+59.32 (21.50' RT - NE WOODBURN DR.) DELTA=82°07'09" R=55.00' L=50.16' EOR STA 15+30.83 (18.00' LT - NE UMATILLA ST.) 410.93 (5') 411.88 (5') 412.84 (5') 413.35 (5') 413.66 (5') |
| C16 | BCR STA 15+30.83 (18.00' RT - NE UMATILLA ST.) DELTA=82°02'45" R=35.00' L=50.12' EOR STA 26+50.11 (21.50' RT - NE WOODBURN DR.) 413.66 (5') 414.22 (5') 415.54 (5') 417.05 (5') 418.19 (5') |

APPROVED

The approval of the plans and specifications shall not prevent the City Engineer from time to time requiring the contractor to make any changes and modifications to the plans and specifications or to execute any work not shown on the plans and specifications if it is deemed to be in the public interest or for any other reasons of the City of Camas.

Source Public Works Department Checked by *WGA* Date *7/27/15*

SCALE: 1"=50'

50 0 50 100

CLARK COUNTY, WA
JUL 23 2015
Page 11 of 51

DESIGNED: RWP
DRAWN: RWP
CHECKED: PAT
DATE: JULY 2015
SCALE: H: 1"=50'
V:
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NORTH HILLS SUBDIVISION
7436.03.02
SHEET
C4.1



City of Camas
Community Development
Application Form
Impact Fee Credit

Impact Fee Credit Applying for:

- ☒ Traffic Impact Fee ☐ Fire Impact Fee ☐ School Impact Fee
☐ Open Space Impact Fee ☐ Parks Impact Fee

Company Name: Three Hills at Round Lake Work Phone: 360-892-0514
Contact Name: Ryan Tuttle
Address: P.O. Box 61426
City: Vancouver State: WA Zip: 98666 Fax: _____
E-mail Address: Ryan@HootGroupInc.com

Associated Development Proposal:

NORTH HILLS

Case Number: SUB 10-02 Parcel Number: 178423010
Site Address: 27639 SE 15TH ST CAMAS, WA 98607

Location of Request:

Address of Location: 27639 SE 15TH ST - WOODBURN DRIVE
Intersection from: N/A Intersection to: _____
Amount of Credit Requested: \$165,141

The undersigned hereby certifies that this application has been made with the consent of the lawful property owner(s) and that all information submitted with this application is complete and correct. False statements, error, and/or omissions may be sufficient cause for denial of the request.

Applicant Signature: [Signature] Date: 6/17/16

For Office Use Only:

☐ Approved
☐ Disapproved Signature: _____ Date: _____

Curleigh (Jim) Carothers

From: Curleigh (Jim) Carothers
Sent: Friday, May 13, 2016 9:54 AM
To: Wes Heigh
Cc: Pam O'Brien; Robert Maul; Bob Cunningham; Cathy Huber Nickerson; Steve Wall; Kari Murphy
Subject: Woodburn Drive Transportation Impact Fee Credits Available
Attachments: HARL 1&2 & North Hills Credits.pdf

All,
I wanted to let you know that there are currently some unclaimed TIF credits for the segmented construction of Woodburn Drive.

The 2016 rate for Woodburn Drive TIF credits is as follows:

$\$3.8 \text{ Million (total TIF eligible cost for entire roadway in year 2011 dollars)} \times 1.211 \text{ (annual adjustment growth factor)} \times 0.6 \text{ (reduction factor)} / 5200 \text{ LF (total length of roadway)} = \$531 \text{ per Lineal Foot}$

TIF Eligible Cost for frontage for The Hills at Round Lake Phases 1 and 2

$1,165 \text{ LF} \times \$531 \text{ per LF} = \$618,615$

TIF Eligible Cost for frontage for North Hills

$311 \text{ LF} \times \$531 \text{ per LF} = \$165,141$

Wes,
Can you please pass this information on to the developer(s) so that the application for credits can be made? Thank you.

James E. Carothers, P.E.
Engineering Manager/City Engineer



616 NE 4th Avenue
Camas, WA 98607
360-817-7230
360-834-1535 FAX
jcarothers@cityofcamas.us

From: Pam O'Brien
Sent: Monday, April 25, 2016 11:23 AM
To: Robert Maul <RMaul@cityofcamas.us>; Bob Cunningham <BCunningham@cityofcamas.us>; Curleigh (Jim) Carothers <jcarothers@cityofcamas.us>; Cathy Huber Nickerson <chuber@cityofcamas.us>; Steve Wall <SWall@cityofcamas.us>; Kari Murphy <KMurphy@cityofcamas.us>
Subject: Impact Fees Report Summary.xlsx

Good Morning,

| Element | Improvement Project | Improvement | Total Construction Project Cost (millions) | TIF Eligible Cost (millions) |
|---|--|--|--|------------------------------|
| J | Woodburn Drive (Greg Reservoir area) | New 2 lane roadway between 15 th Street and 283 rd Avenue. | \$5.3 | \$3.8 |
| K | 23 rd Street Realignment | Realign 23 rd Street east of 283 rd Avenue to intersect with new East-West Collector | \$0.6 | \$0.5 |
| L | Friberg (1 st Street to 13 th Street) | Widen from 2 lanes to 3 lanes between 1 st Street and 13 th Street | \$5.0 | \$3.9 |
| M | Extend Camas Meadows Drive | Extend Camas Meadows Drive from Payne Street to Lake Road as a three lane collector, includes signal modification at Lake/1 st /Parker | \$3.8 | \$2.9 |
| N | 38 th Avenue Extension | New 3 lane roadway between 650 feet east of Bybee and 500 feet east of 192 nd | \$2.7 | \$2.0 |
| O | Bybee Realignment | Realign Bybee between NW 199 th and SE 20 th | \$1.2 | \$1.0 |
| P | Widen 38 th Avenue (West) (650 feet east of Bybee to Parker) | Widen from 2 lanes to 3 lanes between 650 feet east of Bybee and Parker Street | \$4.7 | \$3.7 |
| Q | Widen 38 th Avenue (East) (Parker Street to 800 feet west of Dahlia) | Widen from 2 lanes to 3 lanes between Parker Street and Astor Street | \$2.9 | \$2.2 |
| R | Goodwin Road (Friberg Road to Lacamas Creek) | Widen from 2 to 5 lanes between Friberg Street and Ingle Road and Lacamas Creek | \$5.9 | \$4.8 |
| S | 192 nd -Goodwin Connector | Camas share (39%) of potential connection between 192 nd and Goodwin. Specific project and alignment to be determined. (South proportionate cost only) | \$4.0 | \$1.3 |
| South Roadway Projects | | | \$36.1 | \$26.1 |
| Total Roadway Projects (North + South) | | | \$98.0 | \$66.6 |

City of Camas TIF PROJECT LOCATIONS



NO SCALE

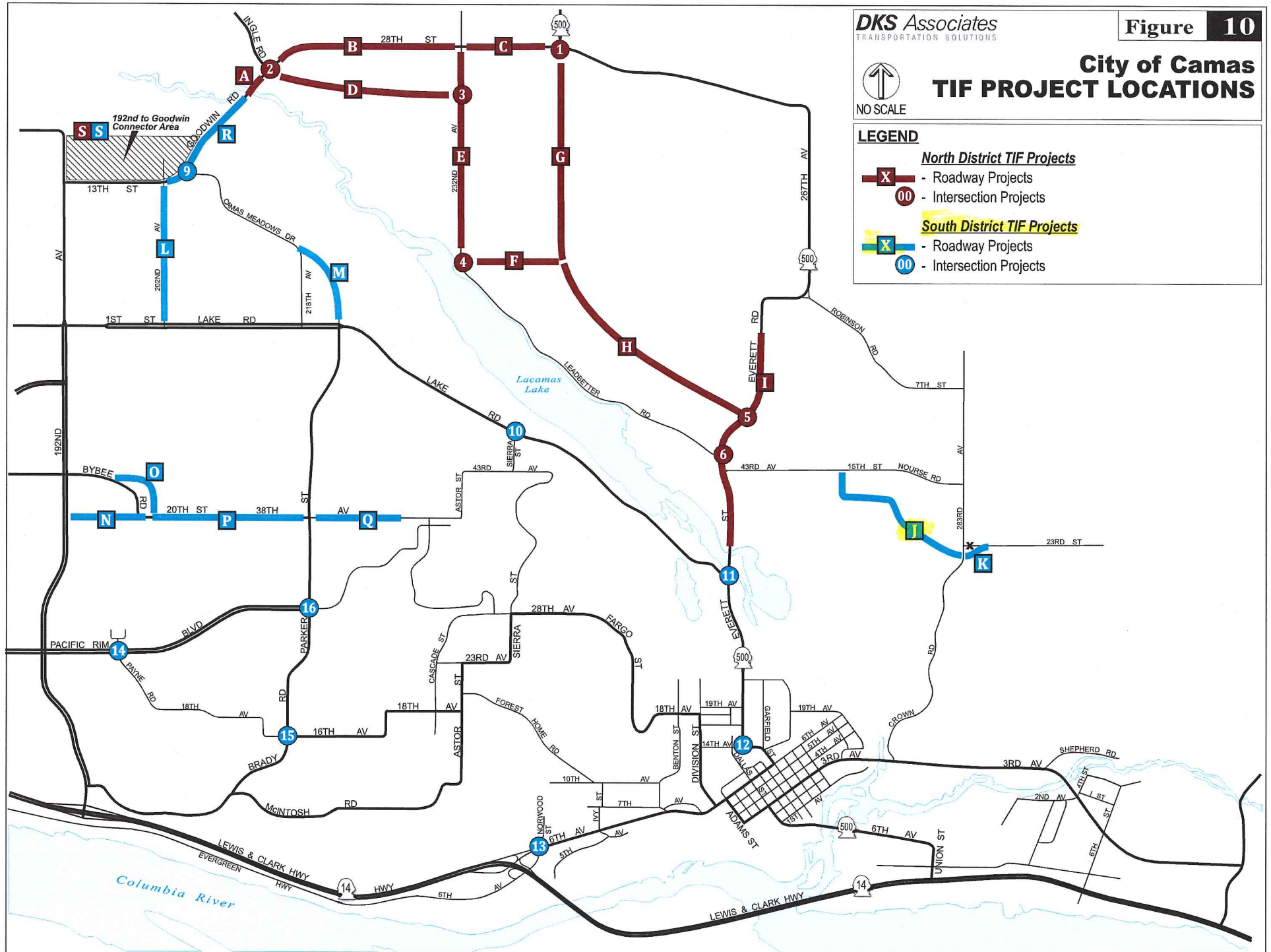
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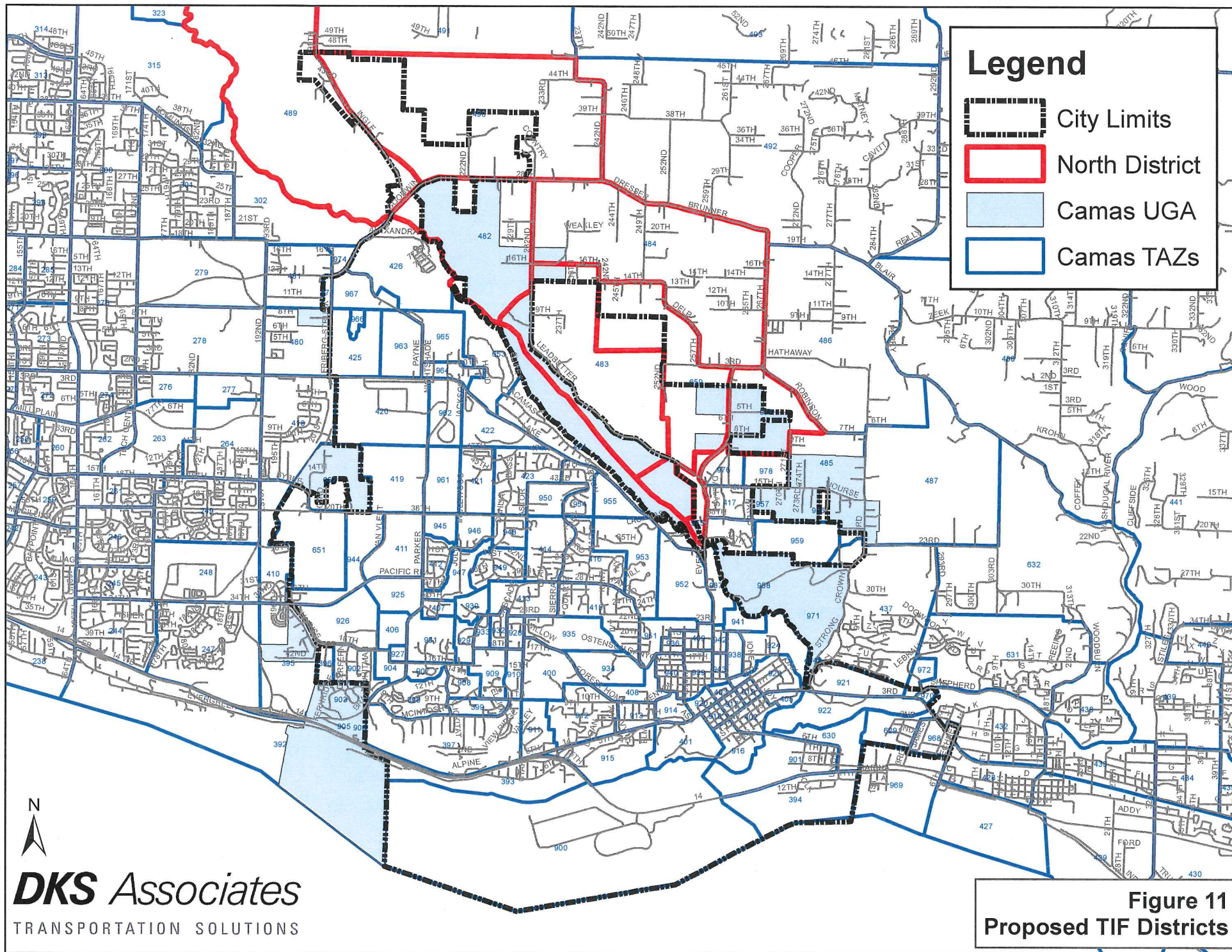
North District TIF Projects

- X - Roadway Projects
- 00 - Intersection Projects

South District TIF Projects

- X - Roadway Projects
- 00 - Intersection Projects





CHAPTER 3: TIF STRUCTURE

The current traffic impact fee calculation methodology has been utilized since 2003. The basis of the calculation is the assessment of PM peak hour vehicle trips from the Institute of Transportation Engineer's *Trip Generation: An ITE Informational Report* and a cost rate applied to each trip-end on a citywide basis. Chapter 5 of the previous TIF study provides background into the basis of the TIF. The following sections summarize the key components of the staff's recommended proposed TIF update:

- TIF will be collected based on PM peak hour trip generation rates
- Two TIF districts will be formed (see Figure 11) with project costs allocated either to the North district or the South district, with the exception of the 192nd/Goodwin connector project, which would be allocated between the districts proportionate to their use of the connector, based on growth.
- TIF will fund curb-to-curb plus storm sewer costs
- TIF will fund right-of-way outside the UGA proportionate to the expected Camas share of each project
- TIF will fund 20% of right-of-way inside the UGA
- TIF costs will be indexed at 3.9% per year, with new rates taking effect the first of each year

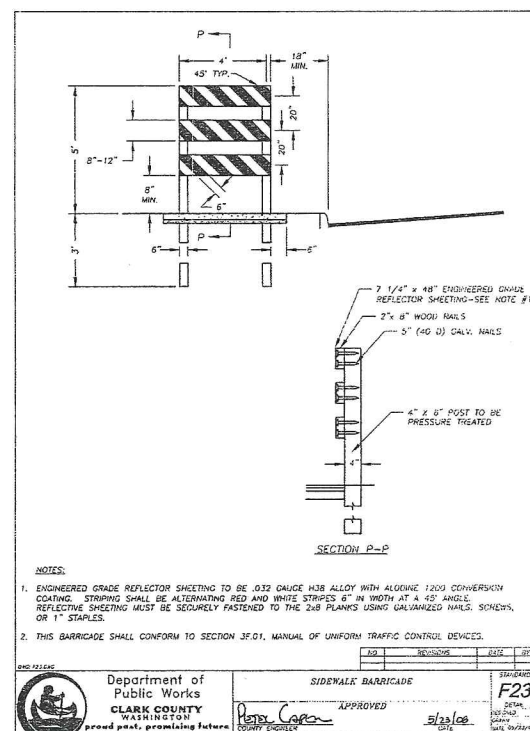
Table 10 summarizes staff's recommendation and the anticipated TIF fee associated with this recommendation, along with adjustments that would be made based upon a 60% reduction factor (as described previously).

Table 10: Staff Recommended TIF Fee

| TIF Fee Summary | North | South |
|-------------------------|----------------|----------------|
| Curb-to-Curb+Storm+ROW* | \$10,619 | \$4,042 |
| 60% reduction Factor | -\$4,248 | -\$1,617 |
| 2011 Net Rate | \$6,371 | \$2,425 |
| 2012 Net Rate | \$6,620 | \$2,520 |
| 2013 Net Rate | \$6,878 | \$2,618 |
| 2014 Net Rate | \$7,146 | \$2,720 |
| 2015 Net Rate | \$7,425 | \$2,826 |
| 2016 Net Rate | \$7,715 | \$2,936 |
| 2017 Net Rate | \$8,015 | \$3,051 |
| 2018 Net Rate | \$8,328 | \$3,170 |
| 2019 Net Rate | \$8,653 | \$3,294 |

* Includes ROW outside the UGA + 20% of ROW inside UGA

1,244 SY

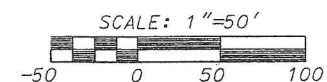


| CURB RETURN DATA | | |
|------------------|---|--|
| | | TABLE |
| (C15) | BCR STA 25+59.32 (21.50' RT - NE WOODBURN DR.) DELTA=82°07'06" R=35.00' L=20.16' EOR STA 15+30.63 (18.00' LT - NE UMATILLA ST.) | 410.93 (6) 411.88 (6) 412.94 (6) 413.55 (6) 413.66 (6) |
| (C16) | BCR STA 15+30.63 (18.00' RT - NE UMATILLA ST.) DELTA=82°02'45" R=35.00' L=62.10' EOR STA 26+50.11 (21.50' RT - NE WOODBURN DR.) | 413.66 (6) 414.22 (6) 415.54 (6) 417.05 (6) 418.19 (6) |

NOTES:

- 1) SEE SHEETS C4.4 AND C4.5 FOR TYPICAL STREET SECTIONS.
- 2) SEE CITY OF CAMAS STD. STREET NOTES AND DETAILS ON SHEETS C10.6 AND C10.7.
- 3) TRACTS A, B, C, D, E, F, G, & H TO BE OWNED AND MAINTAINED BY THE H.C.A.

Case File No. [redacted] 106H Date: 2/27/15



J:\data\7000\7400\7430\7436\Engineering\Final Design N Hills\7436.e.C4.1.street.offsite.dgn
M:\Microstation V8\open tables\OCE table setup\OCE street_paving.tbl

OLSON LAND SURVEYORS
OLSON ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98680
360-695-1393
509-279-9036



| CHANGES / REVISIONS | |
|---|-------|
| DESCRIPTION: | DATE: |
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| DESIGNED: RWP | |
| DRAWN: RWP | |
| CHECKED: PAT | |
| DATE: JULY 2015 | |
| SCALE: H: 1"=50' | |
| V: | |
| COPYRIGHT 2015, OLSON ENGINEERING, INC. | |
| NORTH HILLS SUBDIVISION | |
| 7436.03.02 | |
| SHEET | |
| C4.1 | |

Final Acceptance of Development



City of Camas
616 NE 4th Avenue
Camas, WA 98607

Phone: 360-817-1561

When dated and signed by the approval authority, this development has received "Final Acceptance" in accordance with Camas Municipal Codes, Section 17.21.070, and Building Permits may be issued.

SR Wall
Steven R. Wall, P.E. - Public Works Director

2/1/16
Date

Development Name: North Hills Subdivision

City File No: SUB05-02 & MINMOD15-08

Tax Parcel #: 18423-000

Site Address: Norse Rd. & NE Umitalla St.

Developer's Name: Hills at Round Lake, LLC

Contact: Mr. Rian Tuttle

Phone: (360) 892-0514

Note: Within sixty days of expiration of the two-year period following acceptance of the improvements by the city, the engineering department shall reinspect the required improvements. If there are no faults, the warranty bond will lapse at the end of the warranty period and the city accepts the improvements.



July 11, 2016

Staff Report: RCW 82.02.050

Impact fee deferral program for single family (attached and detached) residential buildings,
Effective date: 9/1/2016

Presenter: Community Development Department

A. Background:

This past year the Washington State Legislature passed a Bill requiring local governments to establish an impact fee deferral program. RCW 82.02.050 requires cities to adopt and implement an impact fee deferral program by September 1, 2016 for single family (attached and detached) residential buildings. The program must allow for a deferral of payment of all impact fees until one of the following three options has occurred:

1. Defer collection of the impact fee payment until final inspection or eighteen (18) months from the date of original building permit issuance, whichever occurs first.
2. Defer collection of the impact fee payment until certificate of occupancy; or eighteen (18) months from the date of original building permit issuance, whichever occurs first.
3. Defer collection of the impact fee payment until the time of closing of the first sale of the property occurring after the issuance of the applicable building permit or eighteen (18) months from the date of original building permit issuance, whichever occurs first.

See exhibit A for RCW 82.02.050

Each applicant for a single-family residential construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals for the first twenty single-family residential construction building permits issued. The term of an impact fee deferral may not exceed 18 months from the date of building permit issuance.

Any applicant seeking an impact fee deferral must grant and record a deferred impact fee lien against the property in favor of the city, in the amount of the deferred impact fees on a form approved by the city.

The City has the authority to collect a reasonable administrative fee to manage the impact fee deferral program.

B. What are other Jurisdictions are doing:

Staff contacted several jurisdictions in the State regarding their process for implementing the impending law. A segment of those who were contacted are as follows:

1. Sammamish
2. Kirkland
3. North Bend
4. Snohomish
5. Clark County
6. Washougal
7. Battleground
8. Ridgefield
9. Olympia
10. Bellevue

A summary of those who responded are as follows:

1. Sammamish – Their process involves. See Exhibit B: Sammamish Ordinance O2009-263 and Impact Fee Deferral Agreement
2. Washougal - Their process involves. See Exhibit C: Washougal Ordinance 1664 and Impact Fee Deferral Agreement
3. Kirkland – Copied the City of Sammamish

Recommendation: Staff recommends the following:

1. Option 2: Amend CMC 3.88.040 and 3.88.120 providing for the deferral of the collection of the impact fee payment for single family dwellings until certificate of occupancy or eighteen (18) months from the date of the original permit issuance, whichever occurs first and limited annual to the first 20 single family building permits as provided for in RCW 82.02.050.
2. Establish an administrative fee to manage the impact fee deferral program.
3. Develop a Standard Operating Procedure (SOP) to implement and manage the Impact Fee Deferral Program.

With Councils direction Staff will have an Ordinance prepared for consideration of code changes for Council consideration on August 1, 2015. Staff will further have a Resolution prepared establishing appropriate administrative fees for consideration on August 22, 2016.

RCW 82.02.050**Impact fees—Intent—Limitations. (*Effective until September 1, 2016.*)**

(1) It is the intent of the legislature:

- (a) To ensure that adequate facilities are available to serve new growth and development;
- (b) To promote orderly growth and development by establishing standards by which counties, cities, and towns may require, by ordinance, that new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development; and
- (c) To ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.

(2) Counties, cities, and towns that are required or choose to plan under RCW **36.70A.040** are authorized to impose impact fees on development activity as part of the financing for public facilities, provided that the financing for system improvements to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees.

(3) The impact fees:

- (a) Shall only be imposed for system improvements that are reasonably related to the new development;
- (b) Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development; and
- (c) Shall be used for system improvements that will reasonably benefit the new development.

(4) Impact fees may be collected and spent only for the public facilities defined in RCW **82.02.090** which are addressed by a capital facilities plan element of a comprehensive land use plan adopted pursuant to the provisions of RCW **36.70A.070** or the provisions for comprehensive plan adoption contained in chapter **36.70**, 35.63, or **35A.63** RCW. After the date a county, city, or town is required to adopt its development regulations under chapter **36.70A** RCW, continued authorization to collect and expend impact fees shall be contingent on the county, city, or town adopting or revising a comprehensive plan in compliance with RCW **36.70A.070**, and on the capital facilities plan identifying:

- (a) Deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time;
- (b) Additional demands placed on existing public facilities by new development; and
- (c) Additional public facility improvements required to serve new development.

If the capital facilities plan of the county, city, or town is complete other than for the inclusion of those elements which are the responsibility of a special district, the county, city, or town may impose impact fees to address those public facility needs for which the county, city, or town is responsible.

[1994 c 257 § 24; 1993 sp.s. c 6 § 6; 1990 1st ex.s. c 17 § 43.]

NOTES:

Severability—1994 c 257: See note following RCW **36.70A.270**.

Effective date—1993 sp.s. c 6: See note following RCW **36.70A.040**.

Severability—Part, section headings not law—1990 1st ex.s. c 17: See RCW **36.70A.900** and **36.70A.901**.

SEPA: RCW 43.21C.065.

RCW 82.02.050

Impact fees—Intent—Limitations. (*Effective September 1, 2016.*)

(1) It is the intent of the legislature:

- (a) To ensure that adequate facilities are available to serve new growth and development;
- (b) To promote orderly growth and development by establishing standards by which counties, cities, and towns may require, by ordinance, that new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development; and
- (c) To ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.

(2) Counties, cities, and towns that are required or choose to plan under RCW 36.70A.040 are authorized to impose impact fees on development activity as part of the financing for public facilities, provided that the financing for system improvements to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees.

(3)(a)(i) Counties, cities, and towns collecting impact fees must, by September 1, 2016, adopt and maintain a system for the deferred collection of impact fees for single-family detached and attached residential construction. The deferral system must include a process by which an applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment. The deferral system offered by a county, city, or town under this subsection (3) must include one or more of the following options:

- (A) Deferring collection of the impact fee payment until final inspection;
- (B) Deferring collection of the impact fee payment until certificate of occupancy or equivalent certification; or
- (C) Deferring collection of the impact fee payment until the time of closing of the first sale of the property occurring after the issuance of the applicable building permit.

(ii) Counties, cities, and towns utilizing the deferral process required by this subsection (3)(a) may withhold certification of final inspection, certificate of occupancy, or equivalent certification until the impact fees have been paid in full.

(iii) The amount of impact fees that may be deferred under this subsection (3) must be determined by the fees in effect at the time the applicant applies for a deferral.

(iv) Unless an agreement to the contrary is reached between the buyer and seller, the payment of impact fees due at closing of a sale must be made from the seller's proceeds. In the absence of an agreement to the contrary, the seller bears strict liability for the payment of the impact fees.

(b) The term of an impact fee deferral under this subsection (3) may not exceed eighteen months from the date of building permit issuance.

(c) Except as may otherwise be authorized in accordance with (f) of this subsection (3), an applicant seeking a deferral under this subsection (3) must grant and record a deferred impact fee lien against the property in favor of the county, city, or town in the amount of the deferred impact fee. The deferred impact fee lien, which must include the legal description, tax account number, and address of the property, must also be:

- (i) In a form approved by the county, city, or town;
- (ii) Signed by all owners of the property, with all signatures acknowledged as required for a deed, and recorded in the county where the property is located;
- (iii) Binding on all successors in title after the recordation; and
- (iv) Junior and subordinate to one mortgage for the purpose of construction upon the same real

property granted by the person who applied for the deferral of impact fees.

(d)(i) If impact fees are not paid in accordance with a deferral authorized by this subsection (3), and in accordance with the term provisions established in (b) of this subsection (3), the county, city, or town may institute foreclosure proceedings in accordance with chapter **61.12** RCW.

(ii) If the county, city, or town does not institute foreclosure proceedings for unpaid school impact fees within forty-five days after receiving notice from a school district requesting that it do so, the district may institute foreclosure proceedings with respect to the unpaid impact fees.

(e)(i) Upon receipt of final payment of all deferred impact fees for a property, the county, city, or town must execute a release of deferred impact fee lien for the property. The property owner at the time of the release, at his or her expense, is responsible for recording the lien release.

(ii) The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection, certificate of occupancy, or equivalent certification, or at the time of closing of the first sale.

(f) A county, city, or town with an impact fee deferral process on or before April 1, 2015, is exempt from the requirements of this subsection (3) if the deferral process delays all impact fees and remains in effect after September 1, 2016.

(g)(i) Each applicant for a single-family residential construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals under this subsection (3) for the first twenty single-family residential construction building permits per county, city, or town. A county, city, or town, however, may elect, by ordinance, to defer more than twenty single-family residential construction building permits for an applicant. If the county, city, or town collects impact fees on behalf of one or more school districts for which the collection of impact fees could be delayed, the county, city, or town must consult with the district or districts about the additional deferrals. A county, city, or town considering additional deferrals must give substantial weight to recommendations of each applicable school district regarding the number of additional deferrals. If the county, city, or town disagrees with the recommendations of one or more school districts, the county, city, or town must provide the district or districts with a written rationale for its decision.

(ii) For purposes of this subsection (3)(g), an "applicant" includes an entity that controls the applicant, is controlled by the applicant, or is under common control with the applicant.

(h) Counties, cities, and towns may collect reasonable administrative fees to implement this subsection (3) from permit applicants who are seeking to delay the payment of impact fees under this subsection (3).

(i) In accordance with RCW **44.28.812** and **43.31.980**, counties, cities, and towns must cooperate with and provide requested data, materials, and assistance to the department of commerce and the joint legislative audit and review committee.

(4) The impact fees:

(a) Shall only be imposed for system improvements that are reasonably related to the new development;

(b) Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development; and

(c) Shall be used for system improvements that will reasonably benefit the new development.

(5)(a) Impact fees may be collected and spent only for the public facilities defined in RCW **82.02.090** which are addressed by a capital facilities plan element of a comprehensive land use plan adopted pursuant to the provisions of RCW **36.70A.070** or the provisions for comprehensive plan adoption contained in chapter **36.70**, 35.63, or **35A.63** RCW. After the date a county, city, or town is required to adopt its development regulations under chapter **36.70A** RCW, continued authorization to collect and expend impact fees is contingent on the county, city, or town adopting or

revising a comprehensive plan in compliance with RCW **36.70A.070**, and on the capital facilities plan identifying:

(i) Deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time;

(ii) Additional demands placed on existing public facilities by new development; and

(iii) Additional public facility improvements required to serve new development.

(b) If the capital facilities plan of the county, city, or town is complete other than for the inclusion of those elements which are the responsibility of a special district, the county, city, or town may impose impact fees to address those public facility needs for which the county, city, or town is responsible.

[2015 c 241 § 1; 1994 c 257 § 24; 1993 sp.s. c 6 § 6; 1990 1st ex.s. c 17 § 43.]

NOTES:

Effective date—2015 c 241: See note following RCW **44.28.812**.

Severability—1994 c 257: See note following RCW **36.70A.270**.

Effective date—1993 sp.s. c 6: See note following RCW **36.70A.040**.

Severability—Part, section headings not law—1990 1st ex.s. c 17: See RCW **36.70A.900** and **36.70A.901**.

*SEPA: RCW **43.21C.065**.*

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2009-263

AN ORDINANCE OF THE CITY OF SAMMAMISH AMENDING TITLE 14A OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, pursuant to the provisions of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and chapter 36.70A RCW, the Sammamish City Council has adopted the Sammamish Municipal Code (SMC), including Title 14A, which regulates impact fees ; and

WHEREAS, as a result of the current downturn in the local economy, a diminishing number of new residential units are being built, which adversely impacts the City's housing stock, local economy and revenue for governmental services, and

WHEREAS, unless the City acts, the housing market may continue to languish and adverse consequences of decreased revenues, abandoned projects, and underutilized land will occur; and

WHEREAS, a need exists to amend Title 14A to afford more flexibility to applicants on the timing of Street impact fee and Parks and Recreational Facilities impact fee payments; and

WHEREAS. the ordinance amendments are procedural in nature, and therefore exempt from State Environmental Policy Act (SEPA) review;

WHEREAS, the City Council finds the proposed amendments to the Sammamish Municipal Code to be consistent with and to implement the intent of the Comprehensive Plan; and

WHEREAS, the City Council has concluded that it is in the interest of the public health, safety and welfare to adopt this ordinance;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The proposed amendments subject to this ordinance are set forth in Attachment "A" hereto.

Section 2. Applicability.

(1) This ordinance shall apply to all complete building permit applications and requests for approval received between the effective date of this ordinance and December 30, 2010.

(2) Public notice given prior to the effective date of this ordinance for any pending development permit application shall remain valid for such permit application.

(3) This ordinance shall not otherwise affect the vesting date for any application as provided for under state law and SMC 20.05.070.

Section 3. Severability.

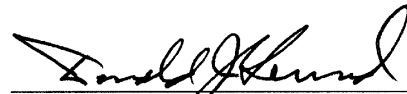
The above "Whereas" clauses of this ordinance constitute specific findings by the Council in support of passage of this ordinance. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Section 4. Effective Date.

This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force on August 13, 2009 after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING
THEREOF ON THE 21st DAY OF JULY, 2009.**

CITY OF SAMMAMISH



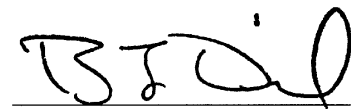
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:



Stacy Herman, Deputy City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

| | |
|----------------------------|-----------------|
| Filed with the City Clerk: | July 1, 2009 |
| Public Hearing: | July 7, 2009 |
| First Reading: | July 7, 2009 |
| Passed by City Council: | July 21, 2009 |
| Date of Publication: | July 24, 2009 |
| Effective Date: | August 13, 2009 |

14A.15.020 Assessment of impact fees

(1) The City shall collect impact fees, based on the rates in SMC 14A.15.110, from any applicant seeking development approval from the City for any development within the City, where such development requires the issuance of a building permit. This shall include, but is not limited to, the development of residential, commercial, retail, and office uses, and includes the expansion of existing uses that creates a demand for additional public facilities, as well as a change in existing use that creates a demand for additional public facilities.

(2) An impact fee shall not be assessed for the following types of development activity because the activity either does not create additional demand as provided in RCW 82.02.050 and/or is a project improvement (as opposed to a system improvement) under RCW 82.02.090:

(a) Miscellaneous non-traffic generating improvements, including, but not limited to, fences, walls, swimming pools, sheds, and signs;

(b) Demolition or moving of a structure;

(c) Expansion of an existing nonresidential structure that results in the addition of 100 square feet or less of gross floor area;

(d) Expansion of a residential structure provided the expansion does not result in the creation of any additional dwelling units as defined in SMC 21A.15.345 through 21A.15.370;

(e) Replacement of a residential structure with a new residential structure at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure. For the terms of this requirement

"replacement" is satisfied by submitting a complete building permit application;

(f) Replacement of a nonresidential structure with a new nonresidential structure of the same size and use at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure.

Replacement of a nonresidential structure with a new non-residential structure of the same size shall be interpreted to include any structure for which the gross square footage of the building will not be increased by more than 100 square feet. For the terms of this requirement "replacement" is satisfied by submitting a complete building permit application.

(3) For a change in use of an existing building or dwelling unit, including any alteration, expansion, replacement or new accessory building, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the prior use; provided, that the applicant has previously paid the required impact fee for the original use.

(4) For mixed use developments, impact fees shall be imposed for the proportionate share of each land use based on the applicable measurement in the impact fee rates set forth in SMC 14A.15.110.

(5) Applicants seeking a building permit for a change in use shall be required to pay an impact fee if the change in use increases the existing trip generation by the lesser of five percent or 10 peak hour trips.

(6) Impact fees shall be assessed according to the following schedule in an amount equal to the percentages listed below of the amount of impact fees, using the impact fee rates in effect at the time the deposit is made. However, the total amount of impact fees paid shall be subject to the following:

(a) Upon issuance of a certificate of concurrency, a deposit of 10 percent of impact fees shall be made. At the time of preliminary plat or short plat approval the deposit amount shall equal 20 percent of the impact fee rates in effect at that time.

(b) The balance of the impact fee shall be paid in accordance with the following schedule:

(i) At the time a final plat or short plat, site development permit, conditional use permit, or building permit is approved, a final payment shall be made equal to 100 percent of the impact fee rates in effect at that time, less a credit for the deposit paid pursuant to subsection (6)(a) of this section.

(ii) Alternatively, a deposit amount equal to 30 percent of the impact fee rates in effect at that time of final plat or short plat approval shall be made, and at building permit issuance a final payment shall be made equal to 100 percent of the impact fee rates in effect at the time of final plat approval, short plat approval, site development permit, or conditional use permit, less a credit for any deposits paid for all those building permits issued within two years of such approval. If all building permits are not issued within two years or 100 percent payment is not otherwise made, all remaining building permits shall be assessed impact fees based on the current rate in effect at the time of building permit issuance less a credit for any deposits paid.

The City council may waive payment of deposits for planned actions and require instead that the planned action shall pay the impact fees that are in effect at the time each building permit is issued.

(7) Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC 14A.15.040 shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC 14A.15.040 setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued by the City for each unit in the development.

(8) Where the impact fees imposed are determined by the square footage of the development, a deposit shall be due from the feepayer pursuant to subsection (6) of this section. The deposit shall be based on an estimate, submitted by the feepayer, of the size and type of structure proposed to be constructed on the property. In the absence of an estimate provided by the feepayer, the department shall calculate a deposit amount based on the maximum allowable density/intensity permissible on the property. If the final square footage of the development is in excess of the initial estimate, any difference in the amount of the impact fee will be due prior to the issuance of a building permit, using the impact fee rate in effect at that time. The feepayer shall pay any such difference plus interest, calculated at the statutory rate. If the final square footage is less than the initial

estimate, the department shall give a credit for the difference, plus interest at the statutory rate.

(9) The department shall not issue the required building permit unless and until the impact fees required by this chapter, less any permitted exemptions or credits provided pursuant to SMC 14A.15.030 or 14A.15.040, have been paid.

(10) The service area for impact fees shall be a single Citywide service area.

(11) In accordance with RCW 82.02.050, the City shall collect and spend impact fees only for the public facilities defined in this title and RCW 82.02.090 which are addressed by the capital facilities plan element of the City's comprehensive plan. The City shall base continued authorization to collect and expend impact fees on revising its comprehensive plan in compliance with RCW 36.70A.070, and on the capital facilities plan identifying: (a) deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing public facilities by new development; and (c) additional public facility improvements required to serve new development.

(12) In accordance with RCW 82.02.050, if the City's capital facilities plan is complete other than for the inclusion of those elements which are the responsibility of a special district, the City may impose impact fees to address those public facility needs for which the City is responsible.

(13) For complete building permit applications received on or prior to December 30, 2010, at the time of issuance of any single family residential building permit for a dwelling unit that is being constructed for resale, the applicant may elect to record a covenant against title to the property that requires payment of the impact fees due and owing in accordance with (6)(b)(ii) above, less any credits awarded, by providing for automatic payment through escrow of the impact fee due and owing to be paid at the time of closing of sale of the lot or unit. The awarding of credits shall not alter the applicability of this section. (Ord. O2006-208 § 2; Ord. O2004-140 § 1; Ord. O2004-136 § 1)

14A.20.020 Assessment of impact fees

(1) The City shall collect impact fees, based on the rates in SMC 14A.20.110, from any applicant seeking development approval from the City for any residential development within the City, where such development requires the issuance of a building permit. This shall include, but is not limited to, the expansion or change of use of existing uses that creates a demand for additional public facilities.

(2) An impact fee shall not be assessed for the following types of development activity because the activity either does not create additional demand as provided in RCW 82.02.050 and/or is a project improvement (as opposed to a system improvement) under RCW 82.02.090.

(a) Miscellaneous improvements to residential dwelling units that will not create additional park use demand, including, but not limited to, fences, signs, walls, swimming pools, sheds, and residential accessory uses as defined in SMC 21A.15.020;

(b) Demolition or moving of a residential structure;

- (c) Expansion or alteration of a residential structure provided the expansion or alteration does not result in the creation of any additional dwelling units as defined in SMC 21A.15.345 through 21A.15.370;
- (d) Replacement of a residential structure with a new residential structure at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure.
- (3) For a change in use of an existing structure or dwelling unit, including any alteration, expansion, replacement or new accessory building, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the prior use; provided, that the applicant has previously paid the required impact fee for the original use.
- (4) For mixed use developments, impact fees shall be imposed for the proportionate share of each residential land use based on the applicable measurement in the impact fee rates set forth in SMC 14A.20.110.
- (5) Applicants seeking development approval for a change in use shall be required to pay an impact fee if the change in use increases the number of dwelling units.
- (6) Impact fees shall be assessed and collected at the time the complete application for a building permit is submitted for each unit in the development, or at the issuance of permit, using the impact fee rates then in effect.
- (7) Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC 14A.20.040 shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC 14A.20.040 setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued by the City for each residential dwelling unit in the development.
- (8) The department shall not issue the required building permit unless and until the impact fees required by this chapter, less any permitted exemptions or credits provided pursuant to SMC 14A.20.030 or 14A.20.040, have been paid.
- (9) The service area for impact fees shall be a single Citywide service area.
- (10) In accordance with RCW 82.02.050, the City shall collect and spend impact fees only for the public facilities defined in this title and RCW 82.02.090 which are addressed by the capital facilities plan element of the City's comprehensive plan. The City shall base continued authorization to collect and expend impact fees on revising its comprehensive plan in compliance with RCW 36.70A.070, and on the capital facilities plan identifying: (a) deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing public facilities by new development; and (c) additional public facility improvements required to serve new development.
- (11) In accordance with RCW 82.02.050, if the City's capital facilities plan is complete other than for the inclusion of those elements which are the responsibility of a special district, the City may impose impact fees to address those public facility needs for which the City is responsible.
- (12) For complete building permit applications received on or prior to December 30, 2010, at the time of issuance of any single family residential building permit for a dwelling unit that is being constructed for resale, the applicant may elect to record a covenant against title to the property that requires payment of the impact fees due and

owing, less any credits awarded, by automatic payment through escrow of the impact fee due and owing to be paid at the time of closing of sale of the lot or unit. The awarding of credits shall not alter the applicability of this section (Ord. O2006-207 § 1)

Ordinance No. 1664

AN ORDINANCE adding a definition section for the term "Impact Fee Deferral" to WMC 15.62.020 (Park, Open Space and Recreation Facility Impact Fees), WMC 15.64.020 (Transportation Impact Fees) and WMC 15.65.020 (Fire Impact Fees) and amending code sections 15.62.020 (2), 15.64.050(2) and 15.64.050 (providing for an "Impact Fee Deferral Program").

WHEREAS, city staff, as well as council, have reviewed ideas and proposals to establish an Impact Fee Deferral Program to authorize developers and builders to defer payment of impact fees to a point closer in time to the completion of the project than the now presently mandated building permit phase;

AND WHEREAS, this matter has been reviewed by the Planning Commission in a work session on January 26, 2010 and a public hearing was held on March 23, 2010 and further has been discussed at the Council Retreat in 2010 and work sessions on March 8th and March 22nd, 2010 and a public hearing was held before the Washougal City Council on April 5, 2010.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHOUGAL, WASHINGTON as follows:

Section I

That new code sections are added to WMC 15.62.020, 15.64.020 and 15.65.020 to establish a definition for the term "Impact Fee Deferral Program" and further to authorize an Impact Fee Deferral Program as an alternative to paying impact fees at the building permit stage. Said amendments are contained in WMC 15.62.050(2), 15.64.050(2) and 15.65.020. A copy of the new code sections and amended code sections are attached hereto, marked as Exhibit "A" and by this reference incorporated herein.

Section II


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

PASSED by the Council for the City of Washougal at a regular meeting this 5th day of april, 2010.

City of Washougal, Washington


MAYOR

ATTEST:



Finance Director / City Clerk

APPROVED AS TO FORM:



City Attorney

Chapter 15.62
PARK, OPEN SPACE AND RECREATION FACILITY IMPACT FEES

15.62.020 Definitions.

"Impact Fee Deferral Program" shall mean the most current program/policy established by City Council to allow for required impact fees, associated with a permit, to be "deferred" or "paid later" to a time, as established under the program/policy, when the project is closer to completion.

15.62.050 Assessment of impact fees.

(1) The city shall collect impact fees from any applicant seeking residential development approval from the city for any development activity within the city, where such development activity requires the issuance of a building permit. This may include the expansion of existing uses which create the demand for additional school facilities.

(2) Impact fees shall be assessed at the time a sufficiently completed building application that complies with zoning ordinances and building codes is submitted for each unit in the development. Impact fees shall be collected from the feepayer at the time the building permit is issued, or at a time approved through the "Impact Fee Deferral Program", for each unit of the development. In the case of manufactured homes and associated parks, impact fees shall be collected at the time of site plan approval. When a single manufactured or mobile home is being placed on a single lot, impact fees should be collected at the time a building permit is issued.

(3) Except if otherwise exempt, the city should not issue the required building permit unless or until the impact fees have been paid.

Chapter 15.64
TRANSPORTATION IMPACT FEES

15.64.020 Definitions.

"Impact Fee Deferral Program" shall mean the most current program/policy established by City Council to allow for required impact fees, associated with a permit, to be "deferred" or "paid later" to a time, as established under the program/policy, when the project is closer to completion.

15.64.050 Assessment of impact fees.

(1) The city shall collect impact fees from any applicant seeking residential, commercial or industrial development approval from the city for any development activity within the city, where such development activity requires the issuance of a building permit or is a new use of a property. This may include the expansion of existing uses which create the demand for additional transportation facilities.

(2) Impact fees shall be assessed at the time a sufficiently completed building application that complies with zoning ordinances and building codes is submitted for each unit in the development. Impact fees shall be collected from the feepayer at the time the building permit is issued, or at a time approved through the "Impact Fee Deferral Program", for each unit of the development. In the case of manufactured homes and associated parks, impact fees shall be collected at the time of site plan approval. When a single manufactured or mobile home is being placed on a single lot, impact fees should be collected at the time a building permit is issued.

1 Impact fees shall be assessed at the time of site plan review approval for other uses subject to
2 transportation impact fees.

3 (3) Except if otherwise exempt, the city should not issue the required building permit
4 unless or until the impact fees have been paid.
5

6 7 Chapter 15.65 8 FIRE IMPACT FEES 9

10 15.65.020 Definitions.

11 "Impact Fee Deferral Program" shall mean the most current program/policy established by City
12 Council to allow for required impact fees, associated with a permit, to be "deferred" or "paid
13 later" to a time, as established under the program/policy, when the project is closer to
14 completion.
15

16 15.65.050 Fire impact fee assessment.

17 The city shall collect fire impact fees from applicants seeking development approvals
18 from the city for any development activity in the city for which building permits are required.
19 This will include the expansion of existing uses, which create the demand for fire protection
20 services.

21 Fire impact fees shall be assessed at the time of a sufficiently complete building permit
22 application that complies with the city's zoning ordinances and building and development codes.
23 Fire impact fees shall be collected from the feepayer at the time the building permit is issued, or
24 at a time approved through the "Impact Fee Deferral Program".
25

26 Except if otherwise exempt, the city shall not issue the required building permit unless or
27 until the fire impact fees are paid.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Camas declaring its intent to initiate negotiations with Clark County on an annexation interlocal agreement pursuant to RCW 35A.14.460.

WHEREAS, pursuant to RCW 35A.14.460, the legislative body of a code city planning under Chapter 36.70A RCW and subject to the requirements of RCW 36.70A.215 may initiate the annexation process for unincorporated territory by adopting a resolution commencing negotiations for an interlocal agreement, as provided in Chapter 39.34 RCW, between the county and the code city within the county; and

WHEREAS, the City of Camas is a code city which plans under Chapter 36.70A RCW and is otherwise subject to the requirements of RCW 36.70A.215; and

WHEREAS, the City of Camas has proposed for annexation certain unincorporated territory, more particularly described in the attached Exhibit “A”, attached hereto and by this reference incorporated herein; and

WHEREAS, the territory proposed for annexation is within the City of Camas urban growth area designated under RCW 36.70A.110, and at least 60% of the boundaries of the territory is contiguous to the City of Camas.

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

SECTION I

The City Council of the City of Camas hereby declares the City’s intent to develop with Clark County an interlocal agreement concerning annexation of the territory within its urban growth area, as more particularly described in the attached Exhibit “A”, attached hereto and by this reference incorporated herein.

SECTION II

The City Council of the City of Camas hereby authorizes and directs the Mayor to negotiate and interlocal annexation agreement with Clark County consistent with the draft agreement attached hereto as Exhibit "B".

ADOPTED at a regular Council meeting this ____ day of June, 2016.

SIGNED: _____
Mayor

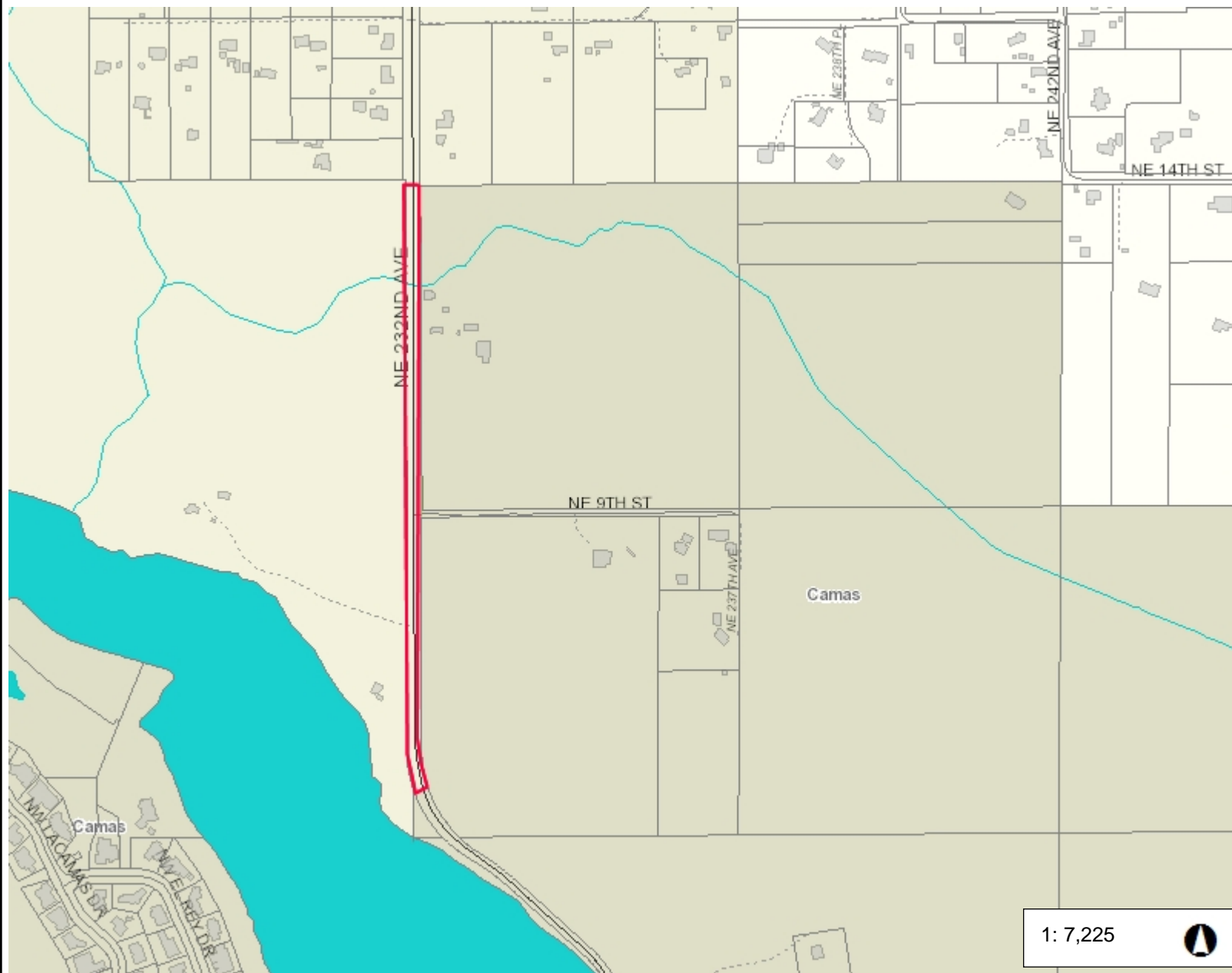
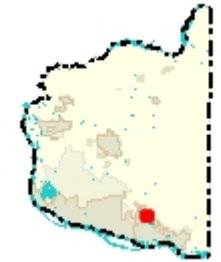
ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



NE 232nd Avenue (County)



Legend

- Building Footprints
- Taxlots
- Cities Boundaries
- Urban Growth Boundaries

Notes:

Right of way to be annexed by the City of Camas north of Lacamas Lake.

1: 7,225



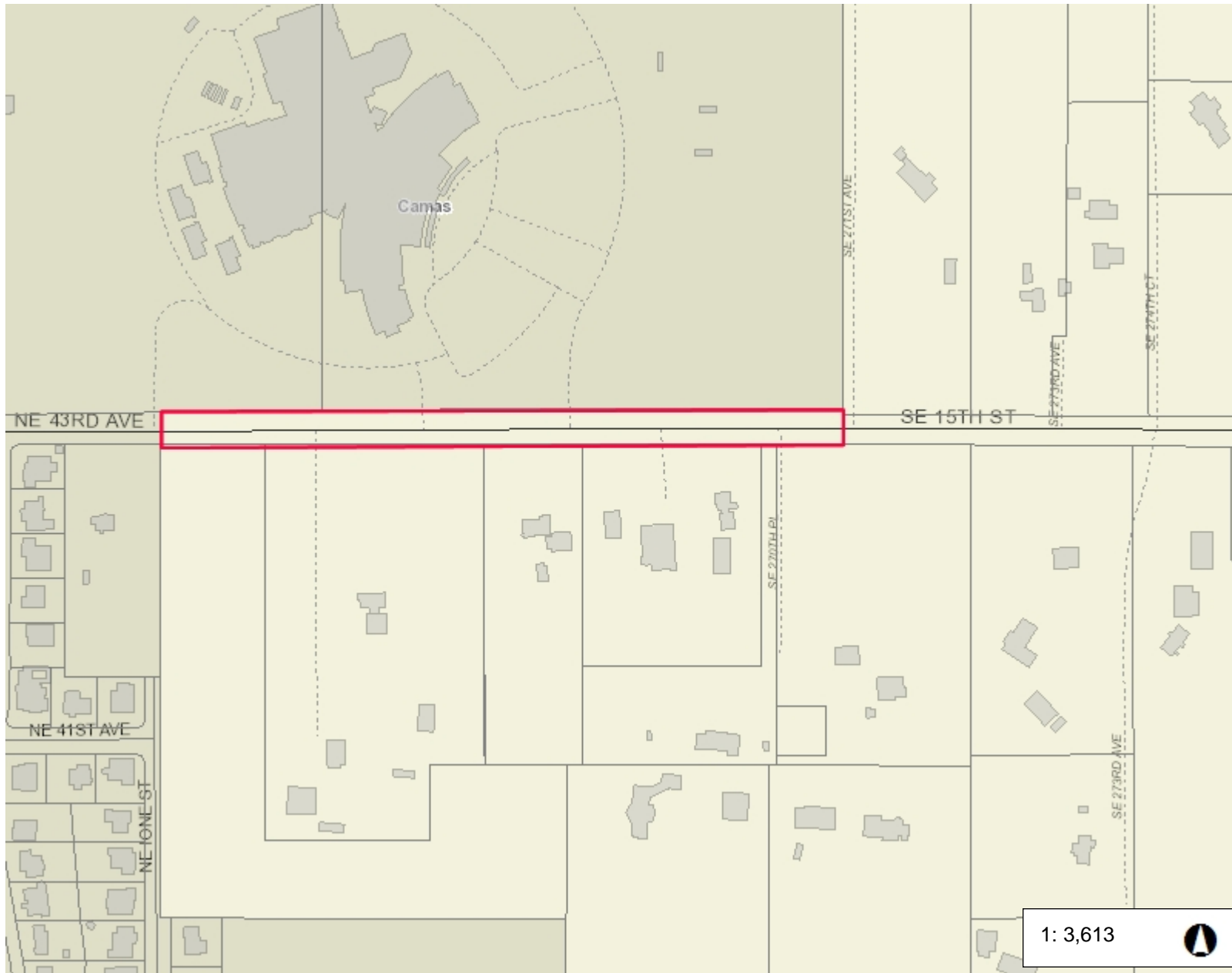
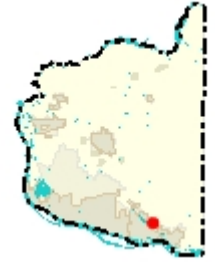
1,204.2 0 602.08 1,204.2 Feet

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

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



SE 15th Street (County)



Legend

- Building Footprints
- Taxlots
- Cities Boundaries
- Urban Growth Boundaries

Notes:

Right of way in front of Camas High School to be annexed by the City of Camas

1: 3,613



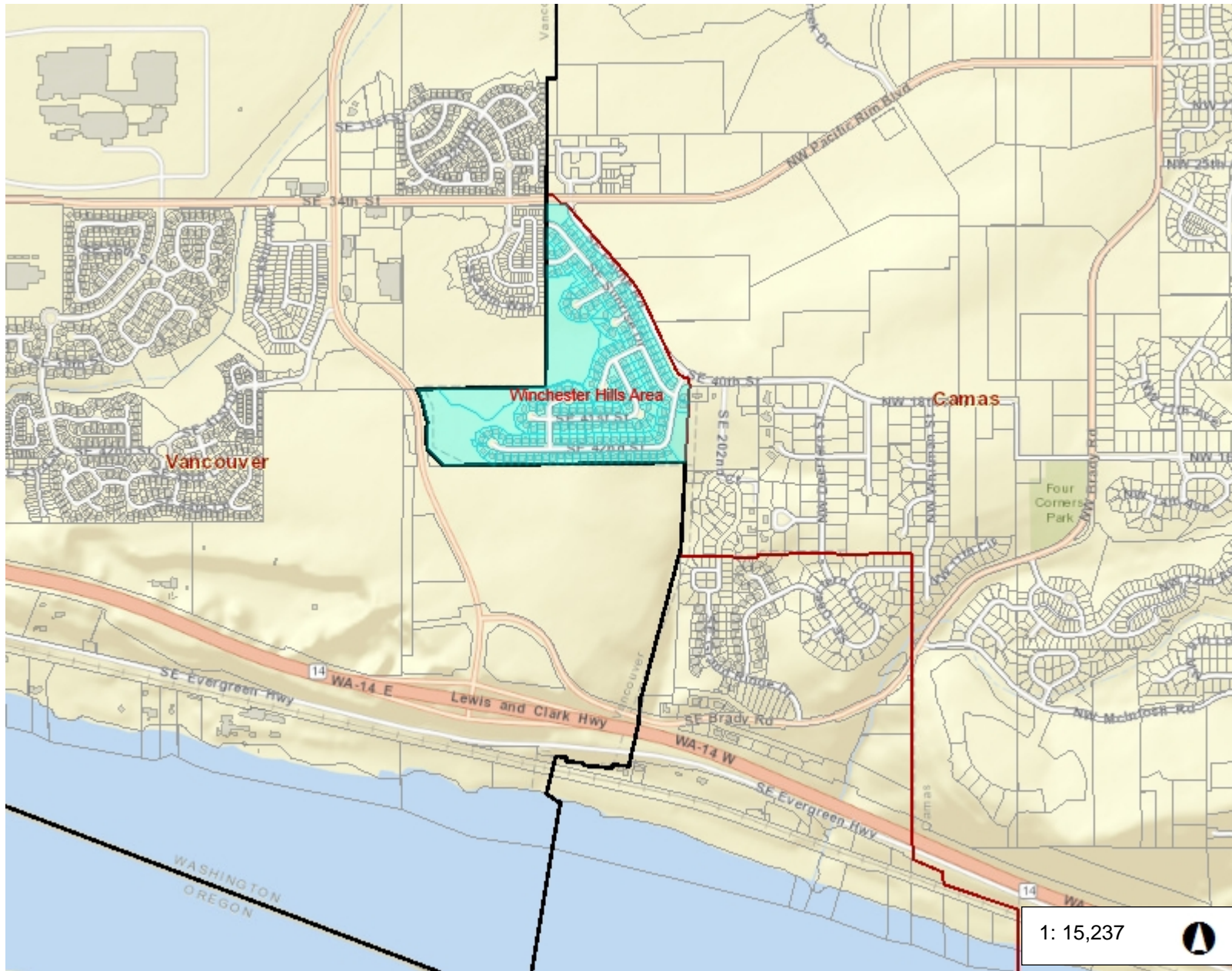
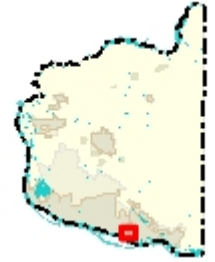
602.1 0 301.04 602.1 Feet

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

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Winchester Hills Area



Legend

- Urban Growth Area Boundary
- City Limits
- Building Footprints
- Taxlots
- County Outline
- World Street Map

Notes:

2,539.5 0 1,269.76 2,539.5 Feet

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

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1: 15,237



RESOLUTION NO.

A RESOLUTION amending the City of Camas governing bodies meeting agenda noticing criteria as adopted by Resolution No. 617.

WHEREAS, on July 25, 1988, the City Council adopted Resolution No. 617 setting forth noticing criteria for public hearings and of the preliminary Council agendas; and

WHEREAS, RCW 42.30 has been updated to include 42.30.77, amending the Open Public Meetings Act and requires that public agencies with governing bodies post the agenda of each regular meeting of their governing bodies online at least 24 hours in advance of the meeting; and

WHEREAS, the City of Camas has continuously complied with this statute; and

WHEREAS, staff recommended an amendment to the City's procedures for notifying the public of preliminary agendas of Governing Body Meetings; and

WHEREAS, the City Administrator has reviewed the amendment and recommends Council adoption;

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

Section II is hereby amended in the following respects:

Section II - PRELIMINARY AGENDA OF GOVERNING BODY MEETINGS

The public shall be notified of the preliminary agenda for any forthcoming governing body meeting by posting the agenda in the following three (3) public locations at least twenty—four (24) hours in advance of the meeting:

1. City of Camas website – www.cityofcamas.us
2. Camas City Hall, 616 NE 4th Avenue, Camas, WA 98607
3. Camas Public Library 625 NE 4th Avenue, Camas, WA 98607

ADOPTED by the Council of the City of Camas and approved by the Mayor this day of
August, 2016.

SIGNED: _____

ATTEST: _____

Approved as to form:

City Attorney

RESOLUTION NO. 617

A RESOLUTION of the Council of the City of Camas establishing procedures for notifying the public of upcoming public hearings and of the preliminary agenda for forthcoming Council meetings.

WHEREAS, Section VII of Chapter 168, Laws of 1988, requires every code city to establish a procedure for notifying the public of upcoming hearings and the preliminary agenda for the forthcoming Council meeting, now, therefore,

THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section I

NOTIFICATION OF PUBLIC HEARINGS

Except where a specific method of notifying the public of a public hearing is otherwise provided by law or ordinance, notice of upcoming public hearings before the City Council or any of the City's boards or commissions shall be given by one (1) publication of a notice containing the time, place, date, subject matter, and body before which the hearing is to be held in the City's official newspaper at least six (6) days before the date set for the hearing.

Section II

PRELIMINARY AGENDA OF COUNCIL MEETINGS

The public shall be notified of the preliminary agenda for the forthcoming City Council meeting by posting a copy of the agenda in the following three (3) public places in the city at least twenty-four (24) hours in advance of the meeting:

1. Camas City Hall, 616 N.E. Fourth Avenue, Camas, WA 98607
2. Camas Public Library, 421 N.E. Franklin, Camas, WA 98607
3. Camas Post Office, 440 N.E. Fifth Avenue, Camas, WA 98607

Section III

DUTIES OF CITY CLERK

The City Clerk is directed to publish notices and post agendas as required by this resolution.

ADOPTED by the Council at a regular meeting this 25 day
of July, 1988.

SIGNED: Donald Henshaw
Mayor

ATTEST: David [unclear]
Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney