



CITY COUNCIL WORKSHOP MEETING AGENDA

Monday, June 1, 2015, 4:30 PM

City Municipal Center, 616 NE 4th Avenue

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. WORKSHOP TOPICS

A. Adoption of the Clark County Solid Waste Management Plan

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

Presenter: Steve Wall, Public Works Director

Recommended Action: Staff recommends Council direct the City Attorney to finalize the attached resolution to be placed on the June 15, 2015 Consent Agenda for Council's consideration.

 [Solid Waste Management Plan Resolution](#)



B. BNSF Pipeline License Agreement

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

Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends this item be placed on the June 15, 2015 Consent Agenda for Council's consideration.

 [BNSF Pipeline License Agreement](#)

- C. Camas Surface Water Improvements Consultant Contract Amendment
Details: This contract amendment with CH2M HILL provides for Project WS-709C Slow Sand Filter Project construction engineering services and also design support completed that was not in the original scope of work. Additional consultant work will include both treated and raw water pipe line design and completion of bidding documents for the Camp Currie Well. The contract amendment cost is \$786,113, bringing the total contract amount to \$1,534,024. Attached are the contract amendment, an updated memorandum from staff and the staff memorandum to Council from April 1, 2015.
Presenter: James Carothers, Engineering Manager
Recommended Action: Staff recommends this item be placed on the June 15, 2015 Consent Agenda for Council's consideration
-  [Water Treatment Contract Amendment 1](#)
[Water Treatment Memo 5-26-15](#)
[Water Treatment Memo from 4-1-15](#)
- D. Downtown Parking Changes
Details: The Downtown Parking Advisory Committee meeting was held on May 12, 2015. Several parking change requests were presented. The committee voted to recommend to Council the changes outlined in the attached memorandum. These changes are also depicted on the attached map.
Presenter: James Carothers, Engineering Manager
Recommended Action: Staff recommends Council direct the City Attorney to draft a resolution to be placed on the June 15, 2015 Regular Meeting Agenda for Council's consideration.
-  [Parking Advisory Recommendations Memo](#)
[Parking Advisory Recommendations Map](#)
- E. NW 6th and Norwood Intersection Improvements
Details: An open house was held on Thursday, May 28, 2015, with the presentation of a proposed roundabout at the intersection of NW 6th Avenue and NW Norwood Street. Staff will discuss some of the details from this open house and will solicit comments and recommendations from Council.
Presenter: James Carothers, Engineering Manager
Recommended Action: Staff requests Council's determination on their preferred traffic control device at the intersection of NW 6th Avenue and NW Norwood Street.
- F. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

G. Lofts at Camas Meadows Development Agreement

Details: Schedule a hearing date of June 15, 2015 for consideration of a development agreement.

Presenter: Phil Bourquin, Community Development Director

Recommended Action: Staff recommends Council set a date for a public hearing to be held June 15, 2015.

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

[Exhibit A-Legal Description](#)

[Exhibit B-Long Drive Agreement](#)

[Exhibit C-First Amended Agreement](#)

[Exhibit D-Pedwar Master Plan](#)

[Exhibit E-Vanport Master Plan](#)

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

[Exhibit G- Revised Development Standards](#)

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

H. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

I. Cooper's View Park Construction Engineering Services Contract

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

Presenter: Jerry Acheson, Parks and Recreation Manager

Recommended Action: Staff recommends this item be placed on the June 15, 2015 Consent Agenda for Council's consideration.

 [Engineering Services Contract](#)

J. 2015 Spring Omnibus Budget Presentation

Details: This presentation is to review 27 budget packages, which include supplemental, carry forward and administrative packages. Staff will present each package with the associated budget amendments for discussion.

Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Staff recommends Council set a date for a public hearing to be held on June 15, 2015.

 [2015 Spring Omnibus Budget Presentation](#)

K. 2015 Fee Schedule Updates

Details: The 2015 Fee Schedule has a few adjustments for City Council's consideration. Staff will review each of the changes at the Workshop.

Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Staff recommends Council direct the City Attorney to draft an updated 2015 Fee Schedule resolution to be placed on the June 15, 2015 Consent Agenda for Council's consideration.

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

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

V. COUNCIL COMMENTS AND REPORTS

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

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

Resolution No. _____

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

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

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

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

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

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

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

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

BE IT ORDERED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAMAS, STATE OF WASHINGTON, that the City of Camas hereby adopts the Clark County Solid Waste Management Plan which is located at

<http://www.clark.wa.gov/recycle/documents.html>.

ADOPTED this _____ day of _____, 2015.

Attest:

City Clerk

CITY COUNCIL OF THE CITY OF
CAMAS, STATE OF WASHINGTON

By _____
Scott Higgins, Mayor

Approved as to Form Only

By _____
Attorney



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

May 14, 2015

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

15-51981

Dear Mr. Hodges:

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

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

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

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

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

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

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

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

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

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

Sincerely,

Katrina Salazar

Katrina Salazar
Associate Manager Permits
Attachment

PIPELINE LICENSE

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

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

GENERAL

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

COMPENSATION

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

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

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

LICENSOR'S RESERVED RIGHTS

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

LICENSEE'S OPERATIONS

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

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

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

12. Boring and Excavation.

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

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

LIABILITY AND INSURANCE

13. Liability and Indemnification.

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

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

13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

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

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.6 Other Requirements:

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

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

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

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

17. Environmental.

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

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

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

DISCLAIMER OF WARRANTIES

18. No Warranties.

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

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

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

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

LIENS AND TAXES

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

DEFAULT, TERMINATION, AND SURRENDER

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

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

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

END OF PAGE – SIGNATURE PAGE FOLLOWS

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

LICENSOR:

BNSF Railway Company, a Delaware corporation

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

By: _____
Ed Darter
Title: Sr. Vice President - National Accounts

Date: _____

LICENSEE:

CITY OF CAMAS, WA a Washington corporation

By: 616 NE 4th Avenue
Camas, WA 98607

By: _____
Title: _____
Date: _____

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF CAMAS, WA



MAP REF. 152544

SCALE: 1 IN. = 100 FT.
NORTHWEST DIV.
FALLBRIDGE SUBDIV.
L.S. 0047 MP 25.05
DATE 05/14/2015

SECTION: 12
TOWNSHIP: 1N
RANGE: 3E
MERIDIAN: WILLM



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

DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

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

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

NOTE: NEW CASING TO BE BURIED BY OPEN TRENCH

AT CAMAS
COUNTY OF CLARK

STATE OF WA

JNC

Contract Amendment One

City of Camas

544 Foot Pressure Zone Project

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

Contract Amendment One

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

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

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

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

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

Completion of Design Phase Services

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

The additional work completed by CH2M HILL included:

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

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

Construction Phase Services

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

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

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

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

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

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

Design of Two Additional Pipelines and Camp Currie Well

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fee Proposal

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

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

Table C-1

Estimated level of effort and fee for Contract Amendment 1

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

IN WITNESS WHEREOF, the parties execute below:

For OWNER,

dated this _____ day of _____, 2015

Signature _____

Name _____

Title _____

Signature _____

Name _____

Title _____

For ENGINEER, CH2M HILL Engineers, Inc.,

dated this _____ day of _____,

Signature _____

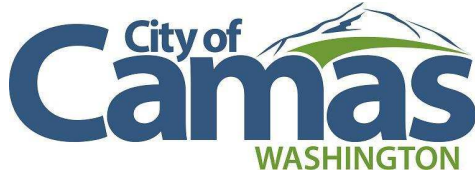
Name _____

Title _____

Signature _____

Name _____

Title _____



Memorandum

TO: Mayor & Council
FROM: Camas Engineering Staff
DATE: 5/26/2015
SUBJECT: WS-709C WATER TREATMENT FACILITY (Slow Sand Filter) - Update and Budget Summary

Introduction

At the April 6th Council Meeting, Engineering Staff summarized the so-called 544' ZONE WATER SYSTEM IMPROVEMENTS, and the various components that make up the project. The major components include:

- 1) 18,000 lineal feet (L.F.) of water transmission main already constructed.
- 2) The Slow Sand Filter Plant, currently under construction, and
- 3) Replacement of another 7,400 L.F. of water transmission main, and installation of a new Boulder Intake Pipe (7,800 L.F.).

With these items in mind, CH2M-Hill has submitted ***Contract Amendment One*** in the amount of \$786,113.00, which provides for engineering and other services needed to complete the project. These services include: 1) Final Engineering related to the SLOW SAND FILTER Plant, 2) Bid and Construction Phase services related to the Slow Sand Filter, and 3) Design, Engineering, and Construction Support Services for the remaining project components. These are:

- a) 7,400 L.F. of Water Transmission Main
- b) Boulder Intake Pipeline; 7,800 L.F.
- c) Camp Currie Well

Also included in ***Contract Amendment One***, is \$195,000 for services outside the original contract scope already received for the overall project. These services are detailed on pages 1 and 2 of the Amendment, under "Completion of Design Phase Services".

This contract amendment total is accounted for under "**Remaining Work – Projects and Budget Summary**" as detailed in Staff's Memorandum to Council, dated 4/01/2015.

Staff is recommending APPROVAL of Contract Amendment One as attached.



Memorandum

TO: Mayor & Council
FROM: Camas Engineering Staff
DATE: 4/1/2015
SUBJECT: WS-709C WATER TREATMENT FACILITY (Slow Sand Filter) Bid Opening - Project Update and Budget Summary

Introduction

In 2011 Camas applied for, and was awarded, a Drinking Water State Revolving Fund (SRF) Loan (#DM12-9352-089) in the amount of \$7,920,792.00 at an interest rate of 1% for 24 years, by the Washington State Department of Health (DOH) – Office of Drinking Water. This Loan was intended to fund all of the components that make up the so-called 544' ZONE WATER SYSTEM IMPROVEMENTS. The overall project scope and loan amount were developed with assistance from CH2M-Hill. To date, Camas has constructed about 18,000 lineal feet (L.F.) of new water transmission main, and has completed design of the new Slow Sand Filter, which will be the heart of the new surface water delivery system. The Slow Sand Filter project was bid on February 19, 2015 and has not been awarded to date.

Completed Work - Project and Budget Summary

	Expense	SRF Loan
DOH – SRF Loan Proceeds		\$ 7,920,792
1% Loan Fee	\$ 79,208	
WS-709D Transmission Main Construction	\$ 2,464,584	
WS-709D Testing – Carlson Testing, Inc.	\$ 8,687	
CH2M-Hill Design Contract	\$ 747,911	
Property Acquisition from Longview Timber	\$ 35,000	
Clark County Permits	\$ 50,000	
Sub-Total	\$ 3,385,390	
Remaining Loan Proceeds		\$ 4,535,402

Remaining Work – Projects and Budget Summary

WS-709C Slow Sand Filter Bid	\$ 5,766,979
S&B Instrumentation Bid	\$ 189,130
CH2M-Hill Construction Management Proposal	\$ 294,000
WS-709C Materials and Special Inspections – (est.)	\$ 40,000
Satellite Wells Acquisition	\$ 50,000
Septic Tank and Dry Well	\$ 30,000
Contingency (Sub-Total = \$6,370,109) @ 12.5% =	\$ 795,000
Sub-Total	\$ 7,165,109

CPU Energy Incentive Rebate (est.)	\$ 250,000
Current Funding Deficit -	(\$ 2,629,707)

Other Considerations

The total length of 12” Transmission Main for the surface water system is about 33,000 L.F. To date, approximately 18,000 L.F. has been replaced. About half of the remaining 15,000 feet is in very poor condition and should be replaced immediately. The remaining section, between the Chlorine Station and the Jones/Boulder Intertie is in good condition, and will last another 10 to 20 years.

Also, the existing 8” Boulder Intake pipeline is under-sized for the total Boulder Water Right. Installation of a parallel 8” pipe to serve Boulder should be installed with the current project in order to optimize use of the existing water right. The cost of the 7,500 L.F. of 12”, and 7,300 L.F. of parallel 8” pipelines are listed below.

Consistent and reliable flow of water to the filters will help us maximize the use of our surface water, which will help us realize the greatest benefit of using this surface water source. When a leak occurs the entire surface water system is shut down until repairs are made. It’s estimated that Camas will save up to \$250,000 annually in pumping costs by optimizing our use of surface water. Additionally, several of our larger commercial customers have indicated a strong preference for our surface water because of its very low amount of dissolved minerals. The *Net Present Value Considerations* memorandum prepared by CH2MHill indicates that the slow sand filter option for water treatment remains the best alternative if the City wishes to continue to use the surface water rights.

Cost of Additional Water Transmission Main (Includes 7,500 L.F. of 12” Pipe, Engineering, C.M., Permitting, Easements, and contingencies – Estimated by CH2M-Hill)	\$ 1,600,000
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Cost of Parallel Boulder Pipeline (Includes 7,300 of 8” Pipe, Engineering, C.M., Permitting, Easements, and contingencies – Estimated by CH2M-Hill)	\$ 1,100,000
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Total Funding Deficit	(\$ 5.3 million)
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POSSIBLE FUNDING STRATEGIES

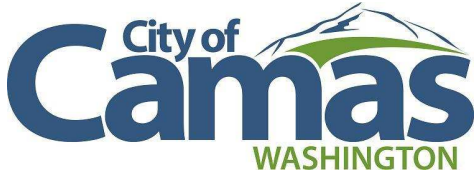
Staff contacted and spoke with Clark Halversen at DOH regarding the overall project goals and budget shortfall. Clark and his staff expressed very strong support for our project, and noted that the goal of consolidating several small private utilities within the Camas Utility were significant benefits to the Department of Health. Clark recommended that Camas apply for additional SRF funding in the fall of 2015. The project would score very high in “READINESS TO PROCEED” and “CONSOLIDATION”, and would easily be eligible for Loan Forgiveness at 50%.

Additional DW-SRF Grant (w/50% Forgiven)	\$ 5.0 to 6.0 million
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RATE IMPACTS – Summary

FCS Group was consulted regarding possible impacts to our current rate structure. Several Scenarios were evaluated. With a conservative growth assumption within the system, staff finds the most likely scenario for funding all of the remaining work would have the following impact on rates and system reinvestment:

With a new \$6.0 million SRF Loan, with \$3.0 million forgiven principal and a 1.0% interest rate for a 20-year term, rates could remain at the currently adopted annual growth rate through 2018; system reinvestment would need to go down from \$625,000 to \$800,000 per year to \$450,000 to \$600,000 per year. However, the growth is trending higher than the model assumptions, and there will likely be a higher end-of-rate study fund balance in 2018 than originally anticipated.



TO: Mayor and Council

FROM: Public Works Staff

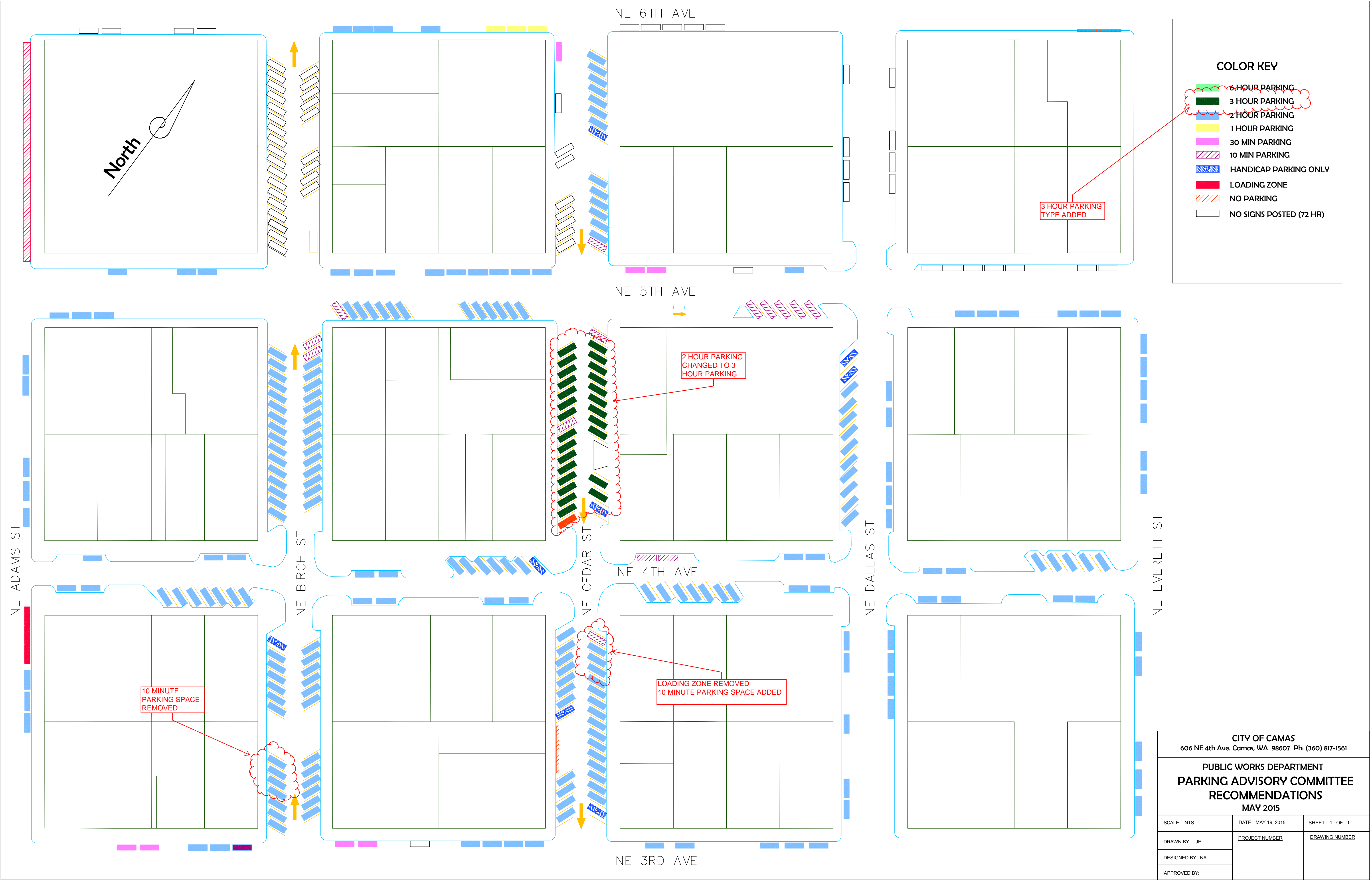
DATE: May 26, 2015

RE: Downtown Parking Advisory Committee Recommendations

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

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

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



When Recorded, Return to:

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

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement

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

Section 2. Effective Date and Duration of Agreement

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

Section 3. Master Plan

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

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

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

Section 4. Site Plan and Design Review

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

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

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

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

Section 6. Transportation

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

Section 7. Plat Amendments

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

Section 8. Waiver

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

Section 9. Venue

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

Section 10. Entire Agreement/Modifications

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

Section 11. Captions

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

Section 12. Gender/Singular/Plural

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

Section 13. Severability

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

Section 14. Inconsistencies

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

Section 15. Binding on Successors and Recording.

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

Section 16. Recitals.

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

Section 17. Amendments.

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

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

CITY OF CAMAS, WASHINGTON

By (person signing) _____ Date _____
Title _____

STATE OF WASHINGTON)
) ss.
County of Clark)

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

DATED: 2014.

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

VANPORT MANUFACTURING INC

By (person signing) _____ Date _____
Title _____

STATE OF WASHINGTON)
) ss.
County of Clark)

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

DATED: 2014.

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

LOFTS @ CAMAS MEADOWS LLC

By (person signing) _____ Date _____
Title _____

STATE OF WASHINGTON)
) ss.
County of Clark)

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

DATED: 2014.

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

EXHIBIT A
LEGAL DESCRIPTION

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

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

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

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

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

First American Title

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

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



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Clark County, WA**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

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

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

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

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

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

Recitals:

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

DEVELOPMENT AGREEMENT - 1

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

7. Plat Amendments for Camas Meadows Corporate Center.

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

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

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8. Allocation of Transportation Capacity for the Ambiance Project.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

DATED this 27 day of July, 2004.

CITY OF CAMAS

LONG DRIVE, LLC

By: Paul Dennis
Name: Paul Dennis
Title: Mayor

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

State of Washington)
County of Clark) ss.

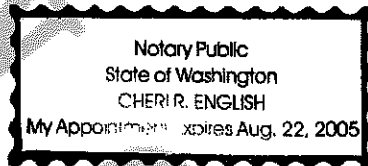
On this 27th day of July, 2004, before me personally appeared Rick Bowler, to me known to be the member of LONG DRIVE, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes

DEVELOPMENT AGREEMENT - 7

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

Dated: July 27, 2004.



Cheri English
Notary Public for Washington

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

State of Washington)
County of Clark) ss.

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

Dated: 7/27, 2004.

Sandra G. Watrous
Notary Public for Washington

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





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EXHIBIT "A"

LEGAL DESCRIPTION, PARCEL MAP, AND SURVEY

**DEVELOPMENT AGREEMENT
EXHIBIT "A"**

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Clark County, WA

OLSON
ENGINEERING INC.**LAND SURVEYORS**
ENGINEERS

(360) 695-1385

1111 Broadway

Vancouver, WA

98660

LEGAL DESCRIPTION FOR RICK BOWLER
Camas Meadows Golf Course Parcel

April 14, 2004

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

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

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

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

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

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

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

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

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

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



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Clark County, WA

OLSON
ENGINEERING INC.LAND SURVEYORS
ENGINEERS

(360) 695-1385

1111 Broadway

Vancouver, WA

98660

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

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

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

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

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

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

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

EXCEPT:

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

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

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

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

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

PJS/nsk

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OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

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

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

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

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

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

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

THENCE North $45^{\circ} 32' 21''$ West along said West line 56.43 feet;

THENCE North $44^{\circ} 31' 04''$ West leaving said West line 78.53 feet;

THENCE South $28^{\circ} 07' 46''$ West 275.63 feet to the North line of said City of Camas tract;

THENCE South $60^{\circ} 55' 20''$ East along said North line 136.27 feet to the TRUE POINT OF BEGINNING.

Containing 13.80 acres, more or less.



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Clark County, WA

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OLSON
ENGINEERING INC.**LAND SURVEYORS**
ENGINEERS

(360) 695-1385

1111 Broadway

Vancouver, WA
98660**LEGAL DESCRIPTION FOR RICK BOWLER**
Camas Meadows Golf Course 34,000 S.F. Parcel

April 14, 2004

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

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

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

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

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

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

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

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

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

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



MILLER NASH

AGR

41.00

3862705Page: 14 of 23
07/30/2004 03:27P
Clark County, WA**OLSON**
ENGINEERING INC.LAND SURVEYORS
ENGINEERS(360) 695-1385
1111 Broadway
Vancouver, WA
98660

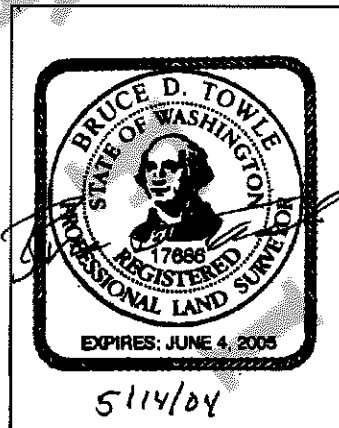
THENCE North 45° 32' 21" West along said West line 56.43 feet;

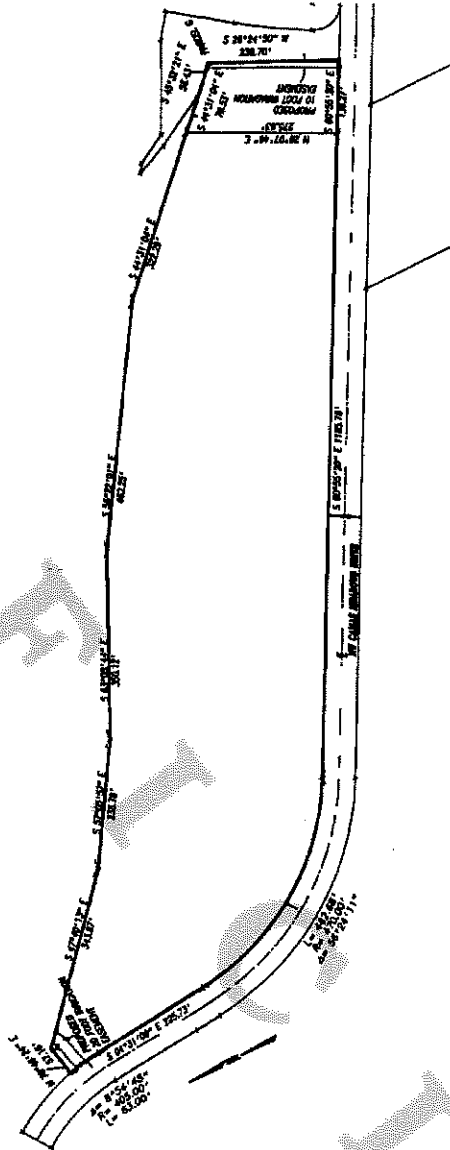
THENCE North 44° 31' 04" West leaving said West line 78.53 feet;

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

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

Containing 34000 square feet, more or less.







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Clark County, WA

EXHIBIT "B"

DEVELOPMENT STANDARDS

**DEVELOPMENT AGREEMENT
EXHIBIT "B"**

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Camas Meadows Corporate Center

Proposed Lot Development Standards

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

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

Note:

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



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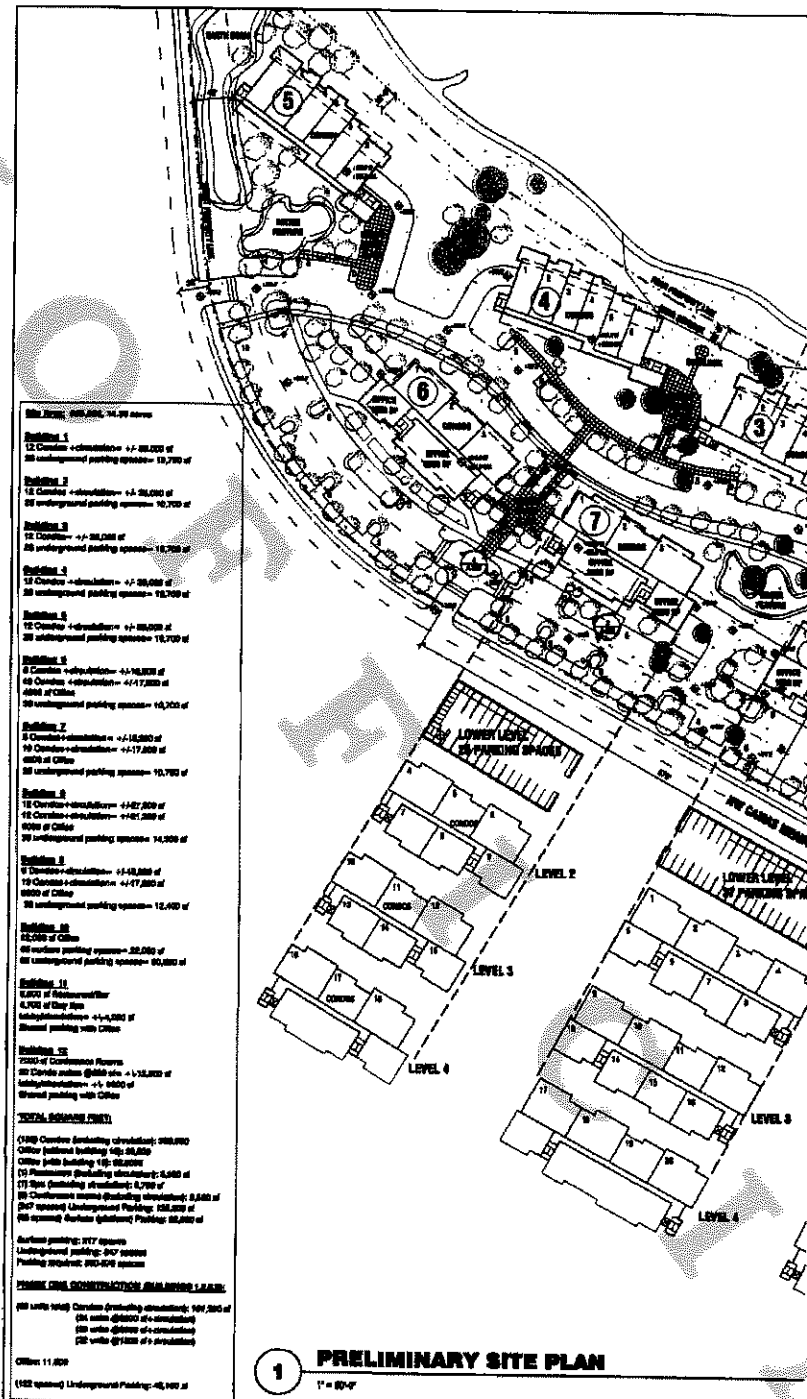
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EXHIBIT "C"

MASTER PLAN

**DEVELOPMENT AGREEMENT
EXHIBIT "C"**

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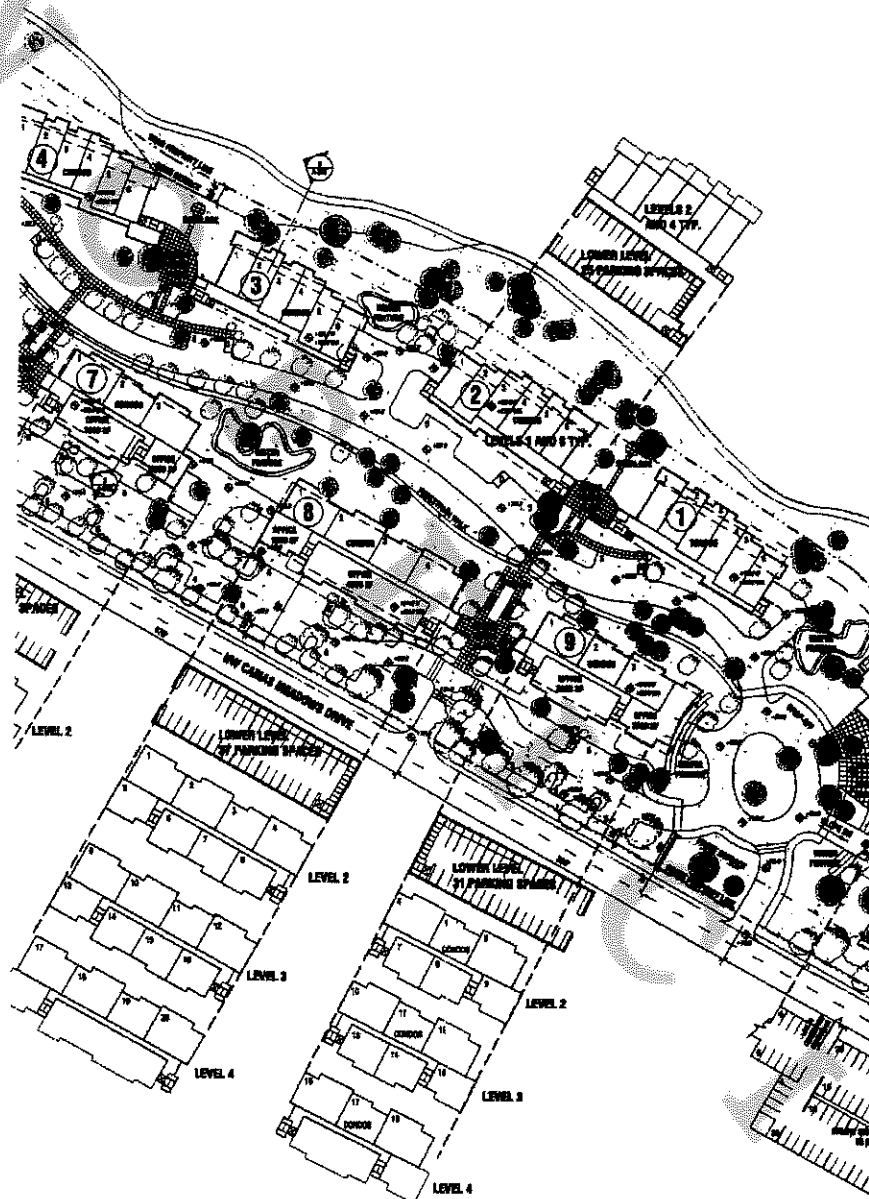
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ITE PLAN



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The Retail Clerk

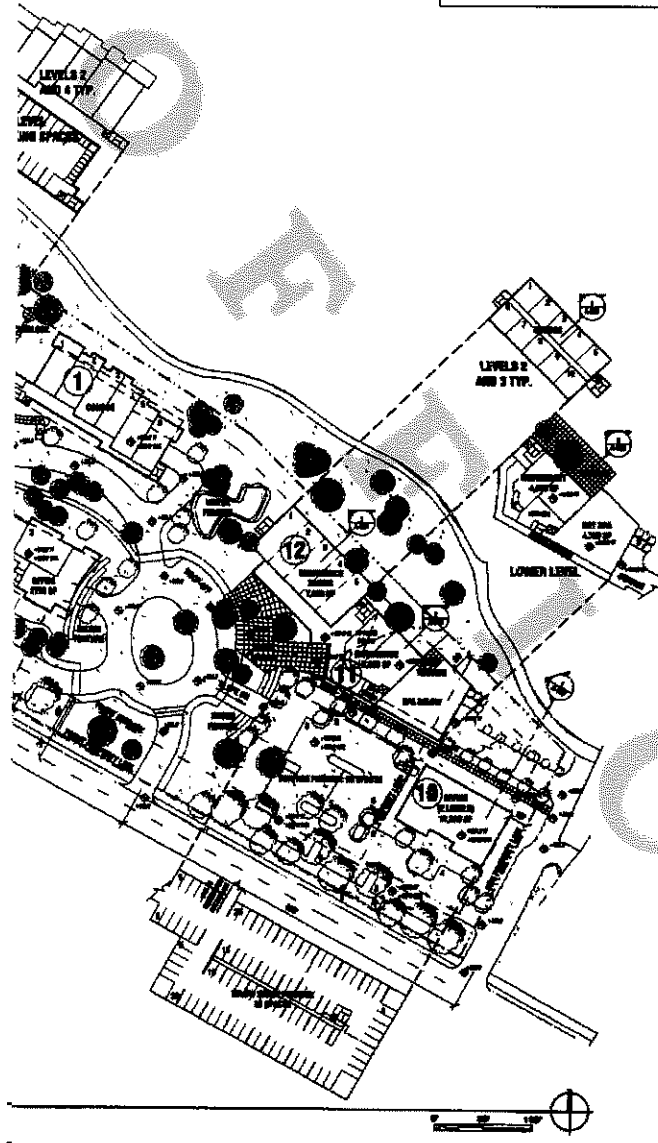
Minimum Street Side Retail Building: 40' min.
Minimum Street Side Retail Parking: 10' min.
Minimum Rear Yard Retention: 30' min.
Minimum Side Yard Retention: 30' min.

Legend

Major Building Trade to Preserve
Suggested New Trees
Parking Pattern



FLATIRON PARK AVENUE, P.C.
200 1st Avenue, Suite 200
Portland, Oregon 97201
www.flatironpark.com



Ambiance

1000 Carver Meadows Dr.
Carver, WA

DESIGN REVIEW

REVISION/REVISION	DATE
DATE	10-10-04
DATE	
APPROVED	
HAUTBAUGH	
REVISION	

SITE PLAN

A1.00



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EXHIBIT "D"

LOT RECONFIGURATION

**DEVELOPMENT AGREEMENT
EXHIBIT "D"**

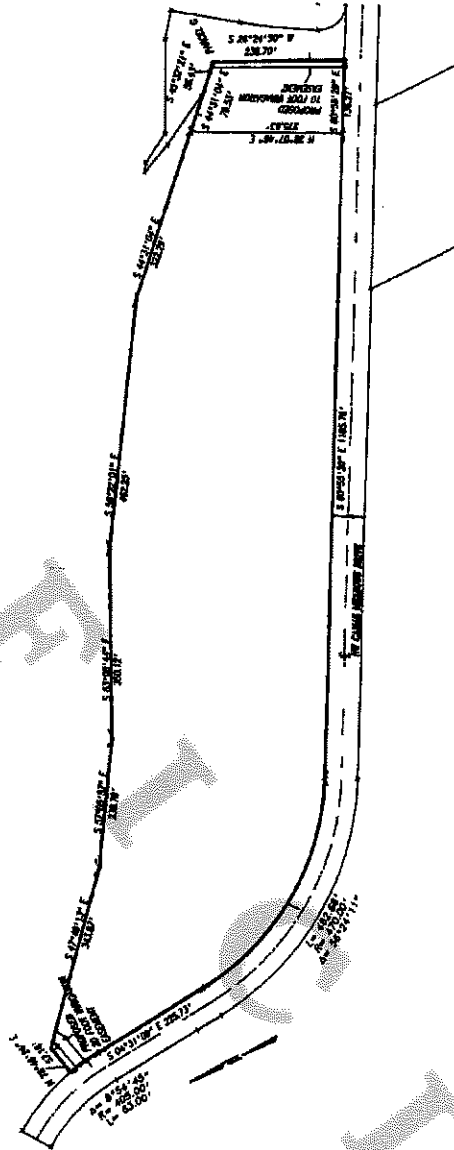
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Clark County, WA



When Recorded, Return to:

EXHIBIT C

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

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement

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

Section 2. Effective Date and Duration of Agreement

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

Section 3. Master Plan

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

Section 4. Transportation

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

Section 5. Plat Amendments

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

Section 6. Waiver

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

Section 8. Venue

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

Section 9. Entire Agreement/Modifications

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

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

Section 10. Captions

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

Section 11. Gender/Singular/Plural

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

Section 12. Severability

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

Section 13. Inconsistencies

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

Section 14. Binding on Successors and Recording.

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

Section 15. Recitals.

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

Section 26. Amendments.

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

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

CITY OF CAMAS, WASHINGTON

By

Title

Date

3/27/13

Vanport Manufacturing Inc.

By

Title

Date

3/12/2013

STATE OF WASHINGTON)

) ss.

County of CLARK)

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

DATED:

3-27-13

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

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

Oregon
~~STATE OF WASHINGTON~~)

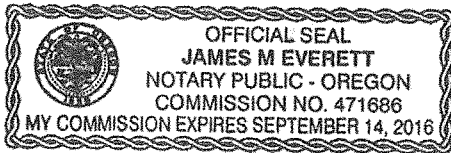
) ss.

County of ~~CLARK~~)

Clackamas

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

DATED: 3/12/2013



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

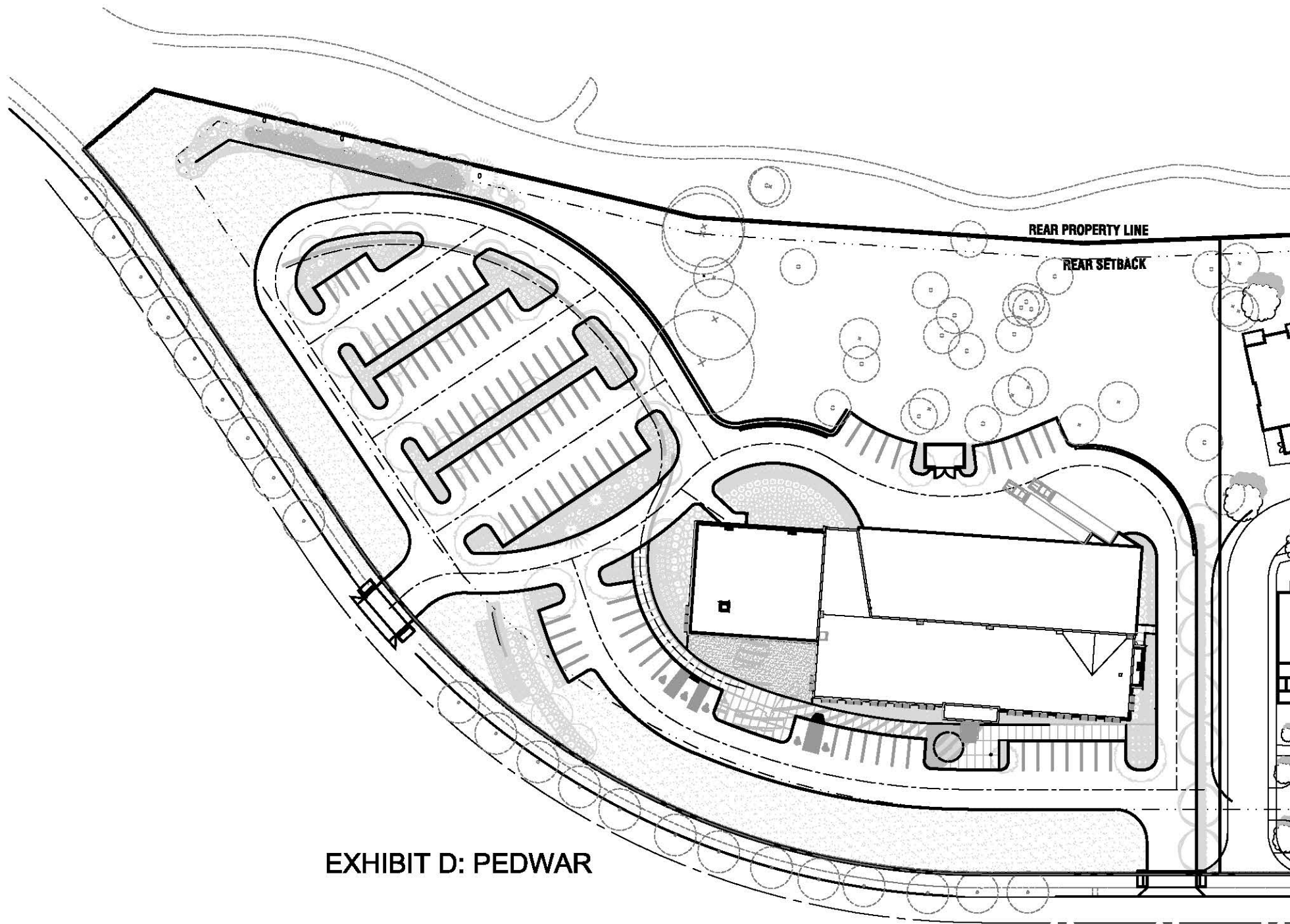
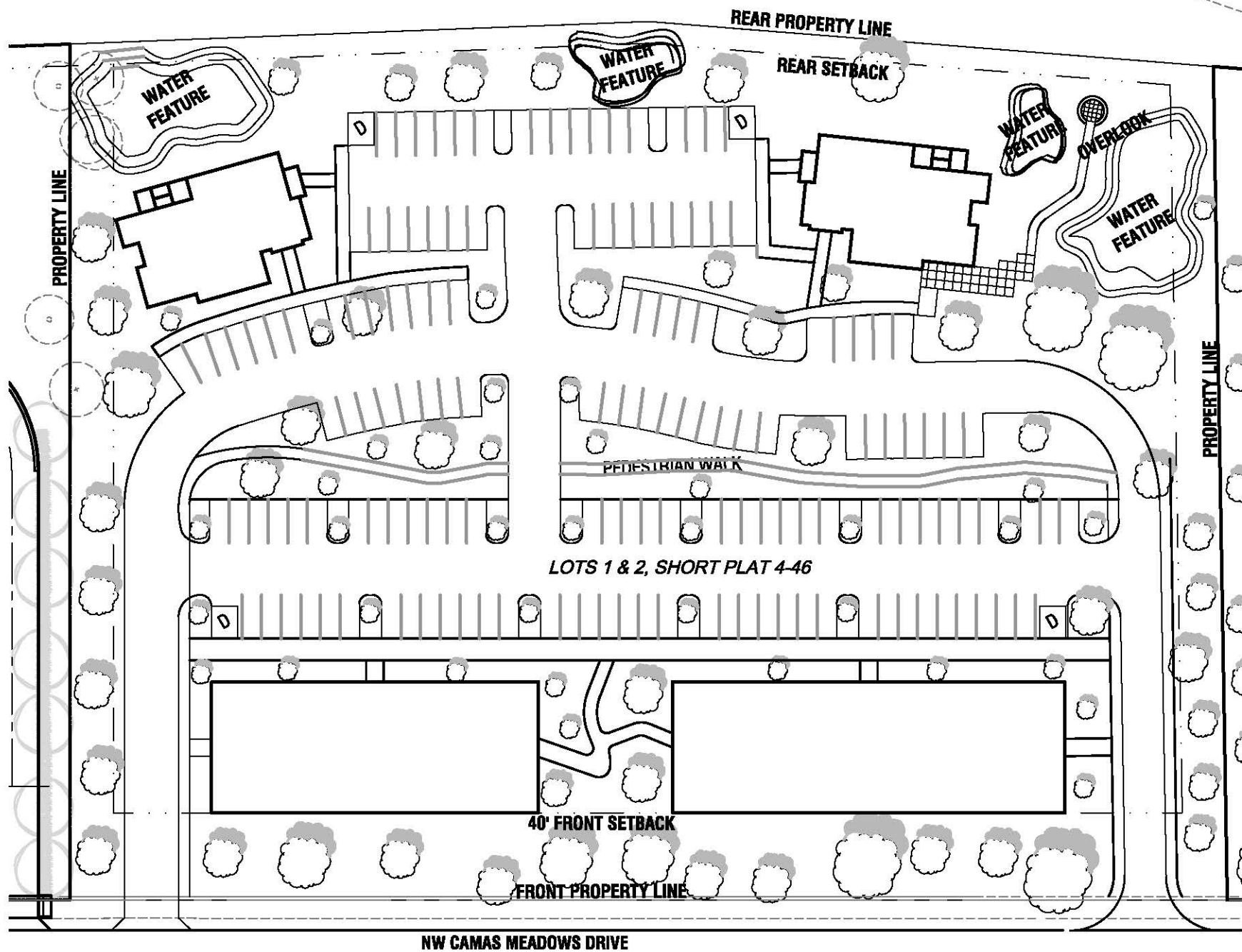


EXHIBIT D: PEDWAR



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

EXHIBIT E: VANPORT

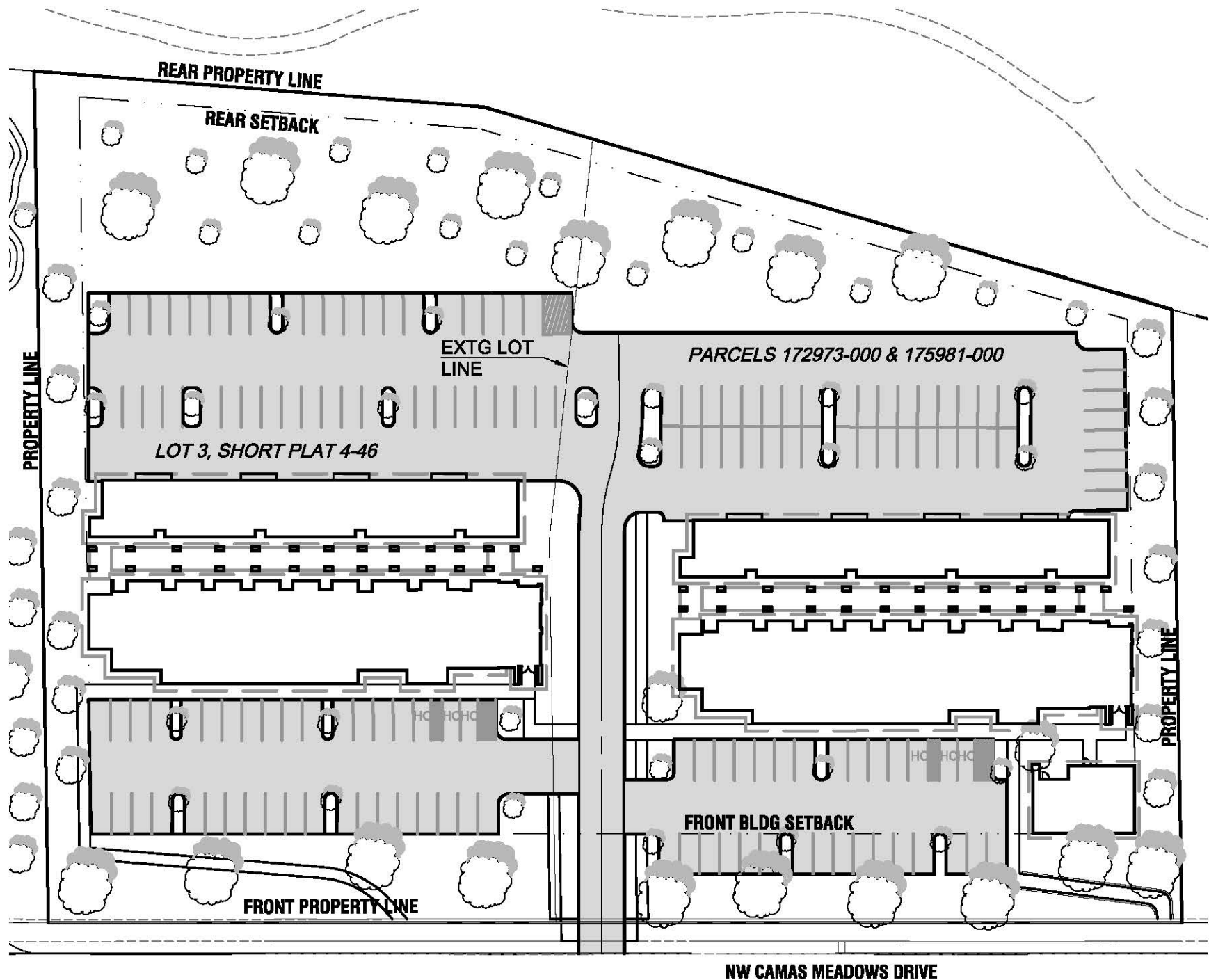


EXHIBIT F: LOFTS @ CM

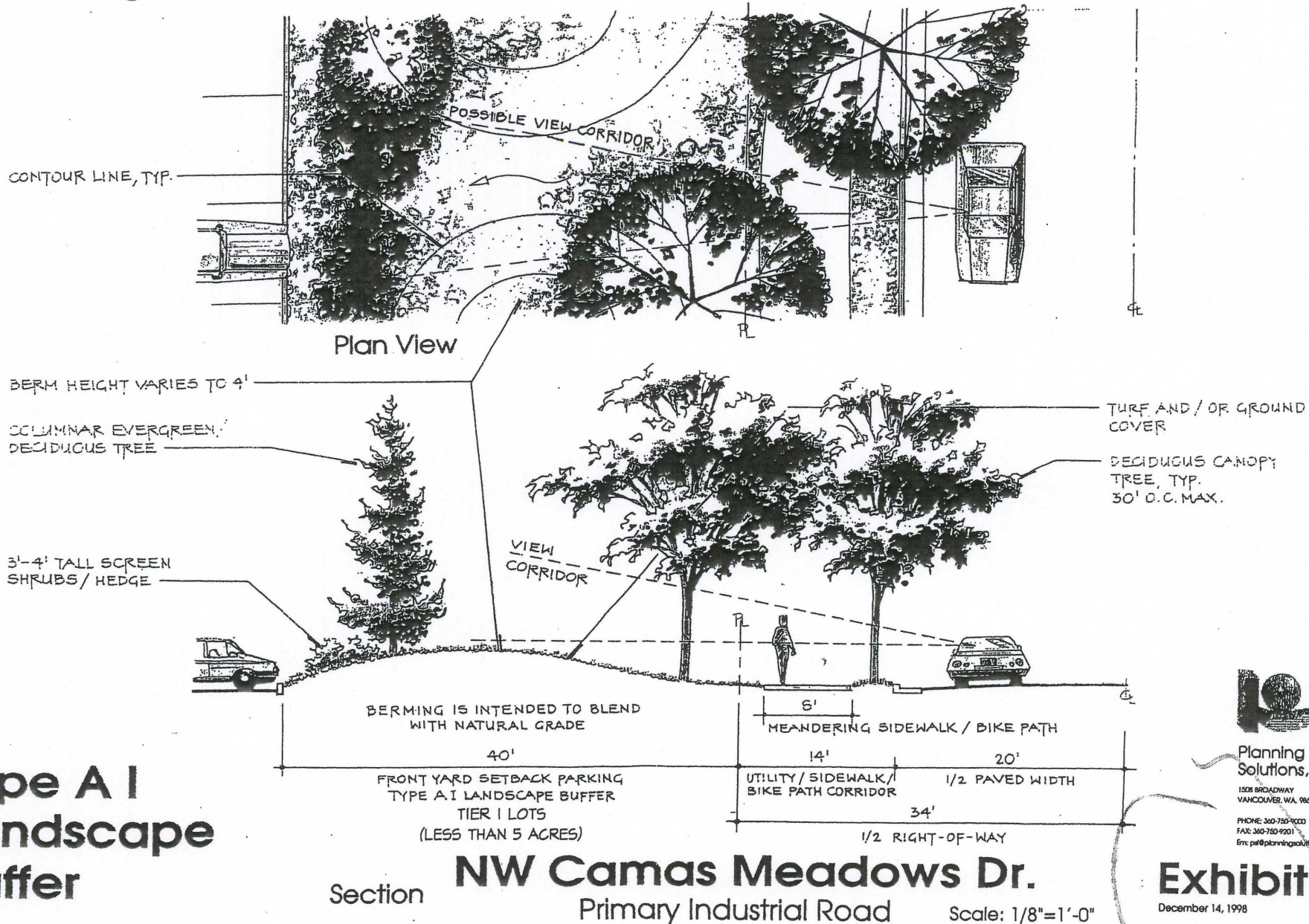
Exhibit G:
Parcels 172973-000 & 175980 and Lots 1-3 of Short Plat 4-46
Proposed Lot Development Standards

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

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

EXHIBIT H

Type A I Landscape Buffer



Planning
Solutions, Inc.

1508 BROADWAY
VANCOUVER, WA 98663

PHONE: 360-758-9000
FAX: 360-758-9201

Email: ps@planningsolutionsinc.com

Exhibit 3

December 14, 1998



Harumi Global Partner

700 Washington Street, Suite 401 | Vancouver, Washington 98660

360.737.9613 | fax 360.737.9651

www.otak.com

May 18, 2015

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

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

Dear Jerry:

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

Introduction

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

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

Project Team

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

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

Estimated Timeline

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

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

General

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

Task 1.0 – Project Management

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

1.0.1 Project Management.

1.0.2 Quality Assurance / Quality Control protocol.

Task 2.0 – Design Development

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

Task 2.1 –Stormwater Management Plan

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

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

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

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

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

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

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

Assumptions:

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

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

Deliverables:

- Preliminary and final storm water management report.

Task 2.2 – Geotechnical Review (by GRI)

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

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

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

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

- 2.2.2 Laboratory testing will be limited to standard classification tests, such as natural water content and determinations of Torvane shear strength and unit weight.
- 2.2.3 Engineering studies and analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) earthwork, including cut and fill slopes, wet-weather construction, and the suitability of on-site soils for use as structural fill; (2) estimated settlements due to placement of fill; and (3) subdrainage requirements.

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

Deliverables:

- Draft Geotechnical Report

Task 2.3 – Topographic Survey

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

Deliverables:

- Topographic map.

Task 3.0 – Construction Plans, Specifications, and Estimate

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

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

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

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

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

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

Deliverables:

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

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

Task 3.2 – Final PS&E Set

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

Deliverables:

- Final (“bid-ready”) Plans

Task 4.0 – Site Development Documents and Permits

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

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

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

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

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

Deliverables:

- Preparation, Submittal, and Revisions to permits for approval

Task 5.0 – Bid Phase Assistance

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

5.0.2 Respond to bidders questions in coordination with the City.

Deliverables:

- Pre-bid meeting notes.

Task 6.0 – Construction Phase

6.0.1 Attend general pre-construction meeting.

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

Deliverables:

- RFI responses

Task 7.0 – As-Built Drawings

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

Deliverables:

- As-built drawings in PDF format.

Clarifications and Assumptions

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

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

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

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

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

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

Sincerely,

Otak, Incorporated



David Haynes, PLA
Project Manager

Otak Project # 17418.A00

5/18/2015, 3:26 PM

Cooper's View Park

Fee Estimate

GRI

Otak Project # 17418

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

Professional Services Agreement



HanmiGlobal Partner

www.otak.com

Project

Client

**Location and
Description**

Cooper's View Park Construction Documents

Project # 17418.A00

Camas Parks & Recreation, Attn: Jerry Acheson

1718 SE 7th Avenue, Camas, WA 98607

City of Camas, Washington

Professional services

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement entered into this _____ day of May, 2015.

Otak, Inc.

City of Camas, Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Federal Tax ID No. or SS #: _____



City of Camas

2015 Spring Omnibus Budget Packages

Nature of Omnibus

- Omnibus: pertaining to, including or dealing with numerous objects or items at once
- In this case the budget package includes:
 - Carry Forward items
 - Supplemental items
 - Administrative items

Summary of Omnibus Budget Adjustment

- 26 budget items
 - Impact to fund balance:
 - 2 carry forward items (\$72,000)
 - 17 supplemental items (\$133,168)
 - 8 administrative item \$2,093,659
- Total Fund Balance Adjustment of \$1,885,493

Carry Forward Items

- These are items approved in 2014 but were not completed in 2014.
- These packages are considered technical packages because the budget is moving from one fiscal year to the next.

Carry Forward Package: City Hall Building Project (#4)

Description

This package completes the City Hall improvements started in 2014. It includes the awnings, signage, and lamps.

Budget Amendment

- General Fund – Central Services Budget
 - \$14,000

Carry Forward Package: Street Preservation Project (#11)

Description

This package completes the 38th Phase II project which includes street overlay at the Parker and 38th Avenue Intersection. 2014 Street Preservation funding had a remaining balance of \$52,000.

Budget Amendment

- Street Fund - Preservation
 - Increase Budget from \$669,500 to \$727,500
 - Funded with \$52,000 from 2014 savings and remaining \$6,000 from Street fund balance.

Supplemental Budget Items

- Supplemental items are additions to the budget that were not anticipated during the budget process.
- Some budget packages are offset with additional revenues such as grants or donations. These are considered budget neutral in that they do not impact fund balance.
- Other packages are due to change orders or unanticipated cost overruns.

Supplemental Package: Police Regional SWAT Team Member (#1)

Description

Regional SWAT Team Member – only cost to the City at this time is the ERR costs for a vehicle.

Budget Amendment

- General Fund – Police Budget
 - \$27,000 increase to ERR
- ERR Fund
 - \$27,000 increase in ERR rates

Supplemental Package: Engineering Interns for summer (#6)

Description

Fund high school interns to assist with engineering work in the Storm Drainage program.

Budget Amendment

- Storm Drainage Fund
 - \$2,000 in Salaries

Supplemental Package: Park Maintenance Modifications (#7)

Description

1. Modify the Parks Maintenance budget to incorporate 2 seasonal workers and adjust ERR rates.
2. Increase rental revenues with actual collections

Budget Amendment

- General Fund – Parks Budget
 - \$30,000 in Prof. Srv.
 - \$51,000 in ERR
 - \$4,000 in misc.
- General Fund – Revenues
 - \$30,000 in Lacamas Lodge Revenues

Supplemental Package: Police HVAC Monitoring (#9)

Description

This package increases the repairs and maintenance line item in the Police Budget for HVAC monitoring.

Budget Amendment

- General Fund – Police
 - \$4,000 in Repairs and Maintenance

Supplemental Package: Planning Annexation Legal Descriptions (#10)

Description

To support the annexation effort with limited staffing resources, this package funds the services of providing legal descriptions for the annexations.

Budget Amendment

- General Fund – Planning
 - \$2,000 in Professional Services

Supplemental Package: CW Fire and EMS – 2015 ILA Contribution (#12)

Description

In compliance with the ILA, this package adjusts the 2015 contribution to reflect the shortfall in the 2014 contribution.

Budget Amendment

- General Fund – Transfers
 - \$15,150 in Operating Transfers to CW Fire & EMS
- CW Fire and EMS – Revenues
 - \$15,150 in Operating Transfers from GF

Supplemental Package: CW Fire and EMS – Fire Station Lease Agreement (#13)

Description

In compliance with the Fire Station Lease Agreement with the City of Washougal, this package funds the grounds maintenance by the City of Washougal for the Fire Station grounds.

Budget Amendment

- CW Fire and EMS
 - \$3,520 in Leases

Supplemental Package: 2015 Limited GO Bonds Debt Service (#15)

Description

This package creates the line items for the first year of debt service on the 2015 Limited GO Bonds issued in March.

Budget Amendment

- Limited Debt Fund
 - \$227,647 in Operating Transfers In
 - \$227,647 in Debt Payments
- Street Fund
 - \$68,569 in Operating Transfers Out (LED)
- CW Fire and EMS
 - \$13,713 in Operating Transfers Out (Fire Truck)
- GMA Capital Fund
 - \$145,365 in Operating Transfers Out (Street Projects and Annex Bldg)

Supplemental Package: Downtown Improvements (#16)

Description

This package funds the City's downtown improvements which include the bench and pedestal.

Budget Amendment

- GMA Capital Fund
 - \$10,000 Capital

Supplemental Package: Lacamas Lodge Project Completion (#18)

Description

This package closes the Lacamas Lodge Construction Project. The retainage amount remains to be funded.

Budget Amendment

- GMA Capital Fund
 - \$83,570 Operating Transfer Out
- Community Center Fund
 - \$83,570 Operating Transfer In

Supplemental Package: Additional Yard Debris Cans (#19)

Description

With increase in construction, the number of yard debris cans the City has available for 2015 is short.

Budget Amendment

- Sanitary Fund
 - \$20,000 in Operating Supplies

Supplemental Package: Timber Harvest in Watershed (#20)

Description

This package is to budget for the timber harvest scheduled in 2015 in the Watershed.

Budget Amendment

- Water/Sewer Fund
 - \$470,000 in Revenue
 - \$90,000 in Professional Services for costs associated with the logging.

Supplemental Package: Utility Billing Low Income Assistance Program (#27)

Description

This package is to support the Low Income Assistance Program to be provided by the Treasure House. The current rate structure supports the program.

Budget Amendment

- Water/Sewer Fund
 - \$10,000 in Professional Services

Supplemental Package: Water Rights (#22)

Description

This package is to fund the acquisition of water rights on the North Shore of Lacamas Lake.

Budget Amendment

- Water/Sewer Fund
 - \$90,000 in Capital

Supplemental Package: Water Meters (#23)

Description

This budget package is a pass thru program to expedite the radio meter rollout. New construction would purchase the water meters as part of the water meter installation program and enable the City to increase the number of radio meters each year.

Budget Amendment

- Water/Sewer Fund
 - \$50,000 in Water Hook-Up Fees
 - \$50,000 in Meters

Supplemental Package: Sewer – NUGA Sewer Line (#25)

Description

This budget package is a placeholder for the NUGA Sewer Line Design Phase I. This package would also set up a new fund to accumulate costs for a potential future bond issue. The Line of Credit would finance the initial costs.

Budget Amendment

- NUGA Sewer Fund
 - \$50,000 Professional Services

Supplemental Package: ERR – Replacement Vehicle (#26)

Description

The 2015-2016 Biennial Budget is missing one vehicle for replacement. This package corrects the oversight.

Budget Amendment

- ERR Fund
 - \$42,000 Capital

Administrative Budget Items

- Administrative budget items are technical in nature. These packages usually do not authorize any additional expenses to the City but rather move the budget between funds and sometimes line items.
- These adjustments are generally a result of policy changes, accounting practices or administrative adjustments.

Administrative Package: Police Private Donation (#2)

Description

The Police Department received an unanticipated donation of \$23,000. This package increases the Police Budget to spend the proceeds.

Budget Amendment

- General Fund - Police
 - \$23,000 Equipment

Administrative Package: Police CRESA Radio Costs (#3)

Description

The City elected to pay the CRESA radio replacements in a lump sum instead of financing through CRESA. The budget was adjusted for Fire but not Police. This package corrects by moving the 2016 Budget for Police radios into 2015.

Budget Amendment

- General Fund - Police
 - \$56,731 Equipment

Administrative Package: Administrative Services – Election Costs (#5)

Description

The City pays the Clark County Elections Office to fund elections support within the City limits. This line item was understated for the size of the current year election.

Budget Amendment

- General Fund – Adm Srv.
 - \$30,000 Intergovt.

Administrative Package: Police Records System (#8)

Description

The City has entered an agreement with for two years. It is a reimbursement agreement with Clark County.

Budget Amendment

- General Fund .
 - \$21,600 Revenues
 - \$21,600 Intergovt.

Administrative Package: Limited GO Bond Issue (#14)

Description

The City issued \$7.3 million in Limited GO Bonds in March. This budget package modifies the existing budget for associated revenues and expenses for 2015.

Budget Amendment

- NW 38th Ave.
 - \$913,180 Revenues
 - \$913,180 Capital
- Friberg Rd.
 - \$1,127,993 Revenues
 - \$1,127,993 Capital
- 6th and Norwood
 - \$1,127,048 Revenues
 - (\$737,424) Capital
- Street Lighting LED Project
 - \$22,540 Revenues
 - \$10,480 Capital
- Bond Fund Capital
 - \$807,213 Revenues
 - \$503,354 Capital

Administrative Package: Greenway Overlook (#17)

Description

This package modifies the budget for the contribution portion of the project.

Budget Amendment

- GMA Capital Fund
 - \$20,000 Revenues
 - \$20,000 Capital

Administrative Package: Indirect Costs Adjustment (#21)

Description

This package modifies the budget for indirect cost model to exclude the Technology R&R Fund.

Budget Amendment

- General Fund
 - \$78,532 Revenues
- Multiple Funds
 - \$78,532 Intergovt.

Administrative Package: Transfer from W/S Capital Fund (#24)

Description

This package funds supports capital projects approved in the 2015-2016 Biennial Budget for Water/Sewer that are identified in the Comp Plan.

Budget Amendment

- Water/Sewer Fund
 - \$804,000 Operating Transfers In
- Water/Sewer Capital Fund
 - \$804,000 Operating Transfers Out.

Questions

2015 City of Camas Fee Schedule				
Revision				
Fee Description	Notes	2014 Fee	Fee	Date
ADMINISTRATIVE FEES				
Cemetery				
Cremains - Niche Wall		\$350.00	\$295.00	6/2015
Engraving of Niche Wall	pass through from vendor			6/2015
FIRE DEPARTMENT				
Fire Alarm System				
Fire Alarm System - Two Zones - Review Fee		\$180.00	\$270.00	6/2015
Fire Alarm System - Two Zones - Inspection Fee		\$120.00	\$180.00	6/2015
New System NFPA 13D (Single Family) - Inspection Fee			\$90.00	6/2015
Blast Permit Review Fee - if costs exceed standard fee			actual cost	6/2015
Blast Permit Inspection Fee - if costs exceed standard fee			actual cost	6/2015
Fireworks Stand - Review Fee		\$50.00	\$50.00	6/2015
Fireworks Stand - Inspection Fee		\$50.00	\$50.00	6/2015
Investigation Fee (work started without a permit) - Review Fee		Double	Double	6/2015
Investigation Fee (work started without a permit) - Inspection Fee		Double	Double	6/2015
Re-inspection Fees		\$90.00	\$90.00	6/2015
Training Burn	\$.50 per sq. ft. minimum \$1,000, maximum \$2,000			6/2015

removed engraving in \$440 fee

added separate engraving fee; removed "Each Opening After First" \$360 fee

removed "or more"

removed "or more"

revised from \$120

moved from "Other Fire Permits"

moved from "Other Fire Permits"

revised from \$75 per state law

revised from \$75 per state law

revised "with" to "without"

revised "with" to "without"

revised from \$135.00

revised from "controlled" to "training"