

CITY COUNCIL MEETING AGENDA

Monday, November 4, 2013, at 7 p.m. Camas City Hall, 616 NE 4th Avenue

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the October 21, 2013, Camas City Council Meeting and the work session minutes of October 21, 2013
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize the Mayor to sign the contract with Waldron for \$2,000 to assist Camas with the recruitment of a City Administrator. This is an addendum to the City's original contract with Waldron. The scope of work outlines their assistance to the City with the upcoming City Administrator recruitment process. (submitted by Jennifer Gorsuch)
- D. Authorize the Mayor to sign the Commute Trip Reduction (CTR) Employer Annual Report & Program Description. The City of Camas is required to submit an annual report to the Clark County CTR Administrator that indicates conformance with the requirements of Washington State's Commute Trip Reduction Law. (submitted by Phil Bourquin)
- E. Authorize the Mayor to sign the Western Washington Clean Cities Memorandum of Understanding (MOU). This MOU provides the City of Camas resources for fleet management, cost/benefit analysis, and partnering opportunities to work toward lowering reliance on petroleum based fuels and preparing to meet State of Washington requirements described in the Revised Code of Washington (RCW). There is an annual membership fee of \$350 to join. (submitted by Eric Levison)
- F. Authorize Pay Estimate No. 6 for Project WS-720A STEP/STEF Tank Pumping to AAA Septic Service in the amount of \$4,105.86 for work completed through September 30, 2013. This project is budgeted and fully funded. (submitted by James Hodges)

- G. Authorize Pay Estimate No. 4 for Project P-862 Lacamas Lake Lodge Building Improvements to JWC LLC General Contractor in the amount of \$208,385.42 for work completed through October 25, 2013. (submitted by James Hodges)
- H. Authorize Pay Estimate No. 7 for Project S-545 NW 38th Ave./SE 20th St. Street Improvements, Ph. 1 to Tapani, Inc., in the amount of \$595,086.27 for work completed from September 1, 2013, through October 14, 2013. (submitted by James Hodges)
- I. Authorize the Mayor to sign the easement agreement for Project WS-729 Waterline Relocate for Burlington Northern Sante Fe (BNSF) Bridge to facilitate the relocation of a City waterline. BNSF is preparing to replace their existing bridge over the Washougal River; the project requires Camas to obtain an easement across the BNSF right-of-way and to relocate an existing water transmission main. Jones Lang LaSalle Brokerage, Inc., represents BNSF in matters related to pipeline easements across railroad rights-of way. A copy of the easement agreement and information regarding the associated fee for the pipeline easement is attached for reference. This project will be funded by the Water Utility Fund. (submitted by James Carothers).

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

A. Announcements

VIII. COMMUNITY DEVELOPMENT

- A. Hills at Round Lake Final Plat, Phases 1, 2, and 3
 - Details: The Hills at Round Lake is a 333 lot planned residential development which received Master Plan approval on October 4, 2010. The master plan included 13 phases. The request is for final plat approval for the first three phases for a total of 69 lots. The applicant has met the requirements in accordance with CMC§17.21.060.

Department/Presenter: Phil Bourquin, Community Development Director Recommended Action: Staff recommends approving the final plat for Hills at Round Lake, Phases 1, 2, and 3.

IX. PUBLIC WORKS

- A. Public Hearing for Adoption of the Water, Sewer, Storm and Sanitary Utility Rates from 2014 to 2018
 - 1. Details: The City retained FSC Group to conduct a rate study for the water, sewer, storm and sanitation utilities from 2014 to 2018. The rate study was discussed at the September 16, 2013, Workshop Meeting with follow-up information provided

at the October 7th Workshop Meeting. Staff has included a memo presented to Council at the February 13, 2013, Workshop that discusses low income/senior rate options. The proposed sanitation rate includes a monthly 35 gallon can rate (option 2). If further policy discussion is needed concerning low income/senior subsidies, staff recommends that the topic be discussed at the next planning conference.

Department/Presenter: Eric Levison, Public Works Director Recommended Action: Staff recommends opening the public hearing, taking public testimony, and, if Council decides to adopt the rates, move to have the city attorney prepare an ordinance adopting the rates.

X. PUBLIC COMMENTS

XI. EXECUTIVE SESSION

A. Litigation

XII. ADJOURNMENT

XIII. CLOSED SESSION

A. Labor Negotiations

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



CITY COUNCIL REGULAR MEETING MINUTES - Draft Monday, October 21, 2013 at 7:00 p.m. Camas City Hall, 616 NE 4th Avenue

CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Steve Hogan,

Melissa Smith, and Shannon Turk

Excused: Tim Hazen

Staff: Kristin Berguist, Phil Bourguin, James Carothers, Jennifer Gorsuch,

Cathy Huber Nickerson, Paul Lewis (arrived at 7:25 p.m.) and

Shawn MacPherson

Press: Heather Acheson, Camas-Washougal Post Record

IV. PUBLIC COMMENTS

There were no comments from the public.

V. CONSENT AGENDA

A. Approved the minutes of the October 7, 2013, Camas City Council Meeting and the work session minutes of October 7, 2013.

City Council Meeting Minutes of October 7, 2013

City Council Workshop Minutes of October 7, 2013

B. Approved claim checks numbered 118700-118815 in the amount of \$331,320.41 as approved by the Finance Committee.

- C. Authorized staff to disband an Emergency Alert AM Radio transmission system and declare the equipment as surplus. This item was discussed at the October 7, 2013, Workshop. (submitted by Mitch Lackey)
- D. Authorized the Mayor/City Administrator to sign the Commute Trip Reduction (CTR) Interlocal Agreement after approval by the City Attorney. The City of Vancouver, through an Interlocal Agreement, has been responsible for administering the Clark County Commute Trip Reduction (CTR) Program, including the use and accounting for any funds the Washington State Department of Transportation makes available for use in implementing the CTR law. The City of Vancouver also acts for the jurisdictions within the County in applying for additional grant funds to support the implementation of the CTR law. (submitted by Phil Bourquin)

Interlocal Agreement for Commute Trip Reduction

Commute Trip Reduction Work Plan >>>

E. Authorized the release of retainage for Project S-576B Slurry Seal in the amount of \$7,072.05 to Blackline, Inc. (submitted by Eric Levison)

S-576B 2013 Slurry Seal Project Retainage

F. Authorized the Mayor to sign Supplemental Agreement No. 2 with JD Walsh & Associates for Project P-862 Lacamas Lake Lodge in the amount of \$11,276.00. Supplemental Agreement No. 2 includes normal construction support administrative services and as-built drawings for the project site work. (submitted by Jim Hodges)

P-862 Lacamas Lake Lodge Supplemental Agreement No. 2

G. Authorized the Mayor to sign Change Order No. 2 for Project P-862 Lacamas Lake Lodge in the amount of \$15,372.27 (including tax). (submitted by Jim Hodges)

P-862 Lacamas Lake Lodge Change Order No. 2

H. Authorized Pay Estimate No. 3 for Project SS-579A 2013 NW Leadbetter and Grass Valley Park to Sound Native Plants, Inc., in the amount of \$1,111.39. The pay estimate is for work completed in August, 2013. (submitted by Anita Ashton)

SS-579A Signed Pay Estimate No. 3

I. Authorized final Pay Estimate No. 4 for Project SS-578 NW Lake Road Invasive Species Removal to Green Tree Landscaping, Inc., in the amount

of \$1,499.30. The pay estimate is for work completed during September/October, 2013. (submitted by Anita Ashton)

SS-578 Signed Pay Estimate No. 4 - Final

J. Authorized the Mayor to sign a Professional Consulting Contract for Project S-545C NW 38th Avenue Gateway Entry Sign Project to OTAK, Inc., for an amount not to exceed \$11,640.00. The contract is for architectural and related services required to prepare plans and specifications for an entry sign along the NW 38th Avenue corridor. This project will be funded by the existing budget for the street improvement project. (submitted by James Hodges)

S-545C OTAK Agreement

It was moved by Don Chaney, seconded by Melissa Smith to approve the Consent Agenda. The motion carried unanimously.

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

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Hogan participated in the Camas Youth Advisory Council (CYAC) Debate.

Turk attended the NW 38th Ave Ribbon Cutting.

Chaney attended the NW 38th Ave. Ribbon Cutting.

VII. MAYOR

A. Announcements

Mayor Higgins commended staff for their hard work on the NW 38th Ave./SE 20th Road Extension Project. He noted that this coming Wednesday, October 23rd, is the annual children's Boo Bash taking place in downtown Camas.

B. DECA (Distributive Education Clubs of America) Week Proclamation

Mayor Higgins read a proclamation declaring November 18-22, 2013, as DECA Week in Camas, Washington.

DECA Week Proclamation

C. National Red Ribbon Week Proclamation

Mayor Higgins read a proclamation declaring October 23-October 31, 2013, as RED RIBBON WEEK.

National Red Ribbon Week Proclamation

Mary Mabry, 29511 NE Wiley Rd, Camas, commented that she began "Red Ribbon Week", along with the Camas-Washougal Soroptimists, and is glad to see it continuing.

VIII. COMMUNITY DEVELOPMENT

A. Public Hearing - SW 6th Avenue Vacation Request

Details: Burlington Northern Santa Fe (BNSF) is designing a siding track in West Camas. Part of the construction of this design will include building a retaining wall and re-grading the slope near and within the southernmost portion of the existing right-of-way of the Old Evergreen Highway. The SW 6th Avenue Roadway is located within the far northern portion of this right-of-way. Due to the extreme width of this right-of-way and the extent of the work to be performed by BNSF, staff recommended that BNSF file a vacation request. This vacation request is for a portion of right-of-way approximately 50 feet wide and located approximately ½ mile to ¾ mile west of SW Zillah Street. There are no existing improvements within this portion of the right-of-way. The width of the remaining right-of-way for SW 6th would be a minimum of 80 feet. A staff report providing more detailed information has been prepared and is attached.

Department/Presenter: James Carothers, Engineering Manager

SW 6th Ave. Vacation Request Staff Report >>>

SW 6th Ave. Vicinity Maps >>>

SW 6th Ave. Parcel Plat

SW 6th Ave. ALTA Prelim2

SW 6th Ave. Legal Description

Carothers distributed an email communication from Donna Brune and submitted it into the record as Exhibit 1.

Mayor opened the public hearing at 7:20 p.m.

The following members of the public gave testimony:
Paul Junker, 4412 SW 6th Ave., Camas
Donna Brune, 4222 SW 6th Ave., Camas
Skip Collier, 4308 SW 6th Ave., Camas
Steve Crook, 4110 SW 6th Ave., Camas
Jeff Hopper, 3920 SW 6th Ave., Camas
Carol Collier, 4308 SW 6th Ave., Camas
Liz Rondoe, 20830 SE Evergreen Highway, Camas
Jim Gibson, 20839 SE Evergreen Highway, Camas
William Ervin, 4220 6th Ave., Camas
Taylor Bilderback, 600 W 6th St., Ste. 102, Fort Worth Texas
Diana Gibson, 20839 SE Evergreen Highway, Camas

A letter from Paul and Kathleen Junker was entered into the record as Exhibit 2.

Mayor closed the public hearing at 7:49 p.m., as there was no further public testimony.

Council deliberated and questions were asked.

Calvin Nutt, 2464 Occidental Ave., Seattle, WA, representative of BNSF, responded to questions from Council.

It was moved by Steve Hogan, seconded by Linda Dietzman to deny the vacation request for SW 6th Avenue. The motion carried with Melissa Smith voting no.

IX. HUMAN RESOURCES

A. Resolution No. 1279 Adopting the Association of Washington Cities (AWC) Employee Benefit Trust Interlocal Agreement creating a Joint Self-Insured Health and Welfare Benefit Program.

Details: The AWC Benefit Trust is going self-insured effective January 1, 2014. Adoption of an interlocal by resolution is required of all entities to participate in the trust. This was previously presented at the October 7th Council Workshop.

Department/Presenter: Jennifer Gorsuch, Acting City Administrator

AWC Resolution and Interlocal

It was moved by Greg Anderson, seconded by Steve Hogan that Resolution No. 1279 be read by title only. The motion carried unanimously.

It was moved by Greg Anderson, seconded by Linda Dietzman that Resolution No. 1279 be adopted. The motion carried unanimously.

X. PUBLIC COMMENTS

There were no comments from the public.

XII. EXECUTIVE SESSION

A. Real Property

The meeting recessed at 8:08 p.m. for discussion about real property for an estimated five minutes. No further action will be taken.

The meeting reconvened at 8:18 p.m.

XI. ADJOURNMENT

The meeting adjourned at 8:19 p.m. and Council went into a closed session to discuss labor negotiations.

XIII. CLOSED SESSION

A. Labor Negotiations

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.

Quick Preview of Agenda and Supporting Documents - Posted October 16, 2013

October 21, 2013, Regular Agenda Packet

Mayor	City Clerk



CITY COUNCIL WORKSHOP MEETING MINUTES - Draft Monday, October 21, 2013 at 4:30 p.m. Camas City Hall, 616 NE 4th Avenue

Due to technical difficulties the recording of the meeting is audio only.

I. **CALL TO ORDER**

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

II. ROLL CALL

Present:

Greg Anderson, Don Chaney, Linda Dietzman, Steve Hogan,

Melissa Smith, and Shannon Turk

Excused:

Tim Hazen

Staff:

Jerry Acheson, Kristin Berguist, Phil Bourguin, James Carothers,

Sherry Coulter, Jennifer Gorsuch, Eric Levison, Shyla Nelson, Cathy Huber Nickerson, Linda Swenton, and David Zavortink

Press:

Heather Acheson, Camas-Washougal Post Record

III. **PUBLIC COMMENTS**

There were no comments from the public.

IV. FINANCE DEPARTMENT

A. 2013 City of Camas - 3rd Quarter Financial Performance

Details: The presentation compared the status of the 2013 City Budget with the Actual Revenues and Expenditures as well as the status of the Capital Projects, the City's Investment Portfolio, Debt Portfolio and the City's economic outlook. The presentation was made available at the City Council Workshop.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Third Quarter Financial Performance 2013



B. 2014 Equipment Rental Fund Rates

Details: This presentation provided an overview of the Equipment Rental Fund function as well as the rates that will be utilized in the 2014 Recommended Budget. The presentation was made available at the City Council Workshop.

Department/Presenter: Cathy Huber Nickerson, Finance Director

2014 Equipment Rental Fund Rates Presentation

Eric Levison, Public Works Director, commented that the 2014 Budget contained a unique opportunity to meet upcoming fuel mandates. Levison also referred to the memorandum of understanding (MOU) from Western Washington Clean Cities and responded to questions from Council.

C. 2014 Recommended Budget Operating Decision Packages

Details: This presentation gave details about the Operating Decision Packages that were included in the Mayor's recommended budget. The presentation was made available at the City Council Workshop.

Department/Presenter: Cathy Huber Nickerson, Finance Director

2014 Operating Decision Packages Presentation

Huber Nickerson will provide Council with the results of an earlier study that was completed by Paul Lewis for comparison.

D. 2014 Recommended Budget Property Tax Presentation

Details: The 2014 property tax recommendation was reviewed for Council's consideration. Discussion regarding the 1% levy increase and the partial use of banked capacity was included. The presentation was made available at the City Council Workshop.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Property Tax 2014 Presentation

V. COMMUNITY DEVELOPMENT DEPARTMENT

A. Final Plat (FP 13-03) for the Hills at Round Lake Phases 1-3

Details: The Hills at Round Lake Phases 1 to 3 includes a total of 69 lots. The applicant has met the requirements in accordance with

CMC§17.21.060. The final plat must be approved by City Council during a regular meeting.

Department/Presenter: Phil Bourguin, Community Development Director

A meeting will be scheduled during a future regular council meeting to render a decision on the final plat for the Hills at Round Lake Phases 1-3.

B. Project WS-729 Waterline Relocate for Burlington Northern Sante Fe (BNSF) Bridge

Details: BNSF is preparing to replace their existing bridge over the Washougal River. Their project requires Camas to obtain an easement across BNSF right-of-way and to relocate an existing water transmission main. Jones Lang Lasalle Brokerage, Inc., represents BNSF in matters related to pipeline easements across any railroad right-of-way. This project will be potentially funded by the Water Utility Fund.

Department/Presenter: James Carothers, Engineering Manager

WS-729 JLL Pipeline Easement

The request to obtain the easement across the BNSF right-of-way for the relocation of the water transmission main is expected to be placed on a future consent agenda.

VI. **PUBLIC WORKS**

A. Western Washington Clean Cities Memorandum of Understanding (MOU)

Details: The memorandum of understanding with the Western Washington Clean Cities Coalition provides the City of Camas resources for fleet management, cost/benefit analysis and partnering opportunities to work toward lowering reliance on petroleum based fuels and preparing to meet State of Washington requirements.

Department/Presenter: Eric Levison, Public Works Director

Western Washington Clean Cities Memorandum of Understanding



Staff will request authorization for the Mayor to sign the MOU during the November 4th Council Meeting.

VII. MAYOR

A. Interlocal Agreement with Washougal regarding Representation on the C-Tran and Regional Transportation Council (RTC) Boards of Directors

Details: The cities of Camas and Washougal entered into an interlocal agreement on January 17, 2012, that provided for the appointment of joint representation on the C-Tran and RTC Boards of Directors. In Section II of the agreement, it states that the parties agree to review the interlocal agreement during the fourth quarter of 2013 and to make revisions, if any, as mutually agreed. The purpose of this agenda item was to provide the opportunity for Council to review and discuss the agreement to see if Council had any revisions to recommend. Council did not have any revisions at this time.

An update was given about the C-Tran Composition Board Meetings.

Department/Presenter: Scott Higgins, Mayor

C-Tran and RTC Interlocal Agreement with Washougal



VIII CITY ADMINISTRATION

A. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Jennifer Gorsuch, Acting City Administrator

Gorsuch informed Council members that staff was notified that Camas had successfully completed another level toward being awarded a Staffing for Adequate Fire & Emergency Response (SAFER) Grant.

IX. **COUNCIL COMMENTS AND REPORTS**

Turk thanked Huber Nickerson and the finance committee for their work on the 2014 Budget. She attended the Camas Youth Advisory Council (CYAC) Candidate Forum, the Camas Educational Foundation (CEF) Auction and the Camas High School (CHS) football game.

Chaney also attended the CHS game and will be attending the Association of Washington Cities (AWC) Conference. He recommended that others read the information from the Municipal Research and Services Center (MRSC) publication about the marijuana issue as it relates to cities. Chaney visited City Hall this week at the same time the Helen Baller 2nd Grade classes were meeting with the Camas Fire Department, the Camas Police Department and the Mayor. He used this observation to highlight Camas' community engagement and level of service.

Anderson attended the Camas-Washougal Ad Hoc Fire Consolidation Meeting and gave Council a brief update. Chaney and Dietzman also attended the meeting and echoed Anderson's comments.

Smith attended the CYAC Candidate Forum and the League of Women Voter's Candidate Forum. She asked that everyone remember to vote.

Dietzman noted that she received complaints from citizens regarding the placement of political signs and the business signs that were intermingled with the political signs.

Mayor received a request for a fireworks permit from Camas High School staff that would allow a display of fireworks at the beginning of their October 25th Homecoming Game. Council members were not opposed to this one-time permit. Mayor will direct Fire Chief Nick Swinhart to work with Camas High School staff to issue the special use permit.

Nina Regor's Celebration of Life Service will be held at 10 a.m. on Saturday, November 2nd, at Journey Community Church in downtown Camas.

Mayor stated that he is working toward having the City Administrator position filled by the end of 2013.

X. PUBLIC COMMENTS

There were no comments from the public.

XI. ADJOURNMENT

The meeting adjourned at 6:16 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted October 16, 2013

October 21, 2013, Workshop Packet	
Mayor	City Clerk



SCOPE OF WORK ATTACHMENT 2:

In accordance with the original Consulting and Service Agreement between the City of Camas ("Camas" or the "Client") and Waldron ("Waldron" or the "Consultant") dated October 2, 2012 this Scope of Work Attachment 2 will serve as an addendum. Per the agreement, each Scope of Work document will carry sequential numbering and is incorporated into this document by reference. In consideration for performing the Services, Camas will compensate Consultant in the amount and manner as set forth in this applicable Scope of Work document.

What Waldron will complete for Client:

- Any necessary updates to the original position profile as indicated by Client.
- Interview up to three (3) candidates as identified by Client.
- · Screen candidates and validate background against position profile.
- Complete a candidate evaluation form for each candidate and provide feedback to Client. This will include the candidate's key strengths and potential weaknesses or areas of concern.
- Initial backgrounding on candidates (on-line media searches, network contacts, etc.) are conducted and formal background reports and references are prepared and delivered to Client.

Professional Services Fees: For the City Administrator evaluation and vetting process, Waldron's fee will be \$2,000.

Expenses: Any expenses incurred will be included in the fee.

Invoicing: All fees for services are due upon invoice, which will be issued upon commencement of services.

ACCEPTED BY:

Waldron	City of Camas
Date:	Date:
Heather Gantz	Scott Higgins
Senior Consultant	Mayor

Employer Annual Report & Program Description



Worksite Description

Washington State's Commute Trip Reduction (CTR) law requires employers to implement programs that encourage alternatives to drive-alone commuting to their worksites. Reducing commute trips helps improve air quality, reduce traffic congestion, and decrease the use of petroleum fuels.

Employers affected by the CTR law must submit an *Employer Annual Report & Program Description* form for each affected worksite. The information is used by your jurisdiction and the Washington State Department of Transportation (WSDOT) to help develop and maintain effective CTR programs.

Before your program can be considered complete, please attach a copy of your current the Program Summary described in Questions 29 & 30.

Please complete the following report as carefully and completely as you can. Specific instructions are available in the online version at URL...If, after filing the report for this reporting period, your organization is unable to completely implement its CTR program, contact your local jurisdiction to amend your program. If you have any questions on how to fill out this form, please call the CTR Representative in your local jurisdiction.

Program Due Date	E60954	
(Mo/Yr):		TR ID number (if known)
City of Camas	City Hall	
2 Organization name	3 Worksite/bi	ranch
616 NE Fourth Avenue		
4 worksite physical address		
Camas	WA	98607
5 City	6 State	7 Zip code
Kathy Marlowe	Planner I	(360) 817-7523
8 ETC name	9 Title	10 Phone
646 NE Fourth Avenue Comes MA 0860	,	
616 NE Fourth Avenue Camas, WA 98607 11 ETC mailing address (if different from above)		
kmarlowe@cityofcamas.us		(360) 834-1535
12 ETC e-mail address		13 ETC fax
12 ETC e-mail address		13 ETC lax
Scott Higgins	Mayor	(360) 824-6864
14 Program manager name (if different from ETC's)	15 Title	16 phone
616 NE Fourth Avenue Camas, WA 98607	,	
17 Program manager address (if different from above)		
The state of the s		
shiggins@cityofcamas.us		
18 Program manager e-mail address		

-1-

Total number of employees:	38 20 Tot	al number of	CTR-affected employees:	34
1 Is your CTR program offered to	all employees?	⊠ Yes	☐ No	
2 Is your CTR program subject t	to collective bargaining?	☐ Yes	⊠ No	
3 Does this worksite have multiplication of the second of	ole shifts?	☐ Yes	⊠ No	
Required Element: State law requires y post the ETC's nam year to employees r	our organization to appoint an e, location and phone number egarding alternatives to single	employee trans for your employ occupant-vehic		t once et of

× Yes ☐ No prominently displayed at this worksite? Where: Main hallway, mid level 25 Has the ETC completed a program developer/ETC basic training course? X Yes No 26 Has the ETC completed a survey course? ☐ No X Yes 2006 27 What month and year did this person begin serving as an ETC? month 28 Does the ETC serve as ETC for more than this worksite? × No If yes, how many CTR-affected worksites in Washington? 29 On average, how many hours per week does the ETC spend on CTR activities for all CTR-affected worksites in Washington? hours 30 Does the ETC have an active worksite committee to assist with the CTR program? × No

Program Information and Promotion



All ordinances require that information about your CTR program be distributed in the following two ways:

31 When did you last distribute a summary of your worksite's CTR program to all employees?

32 Do you distribute information about the worksite CTR program to all new hires during new employee orientations and/or in hiring packets?

VAG

No No

Which of the following do you do to promote your program?	Do you	do this?
33 Provide information via a commuter information boards or kiosk?	⊠ Yes	☐ No
34 Post CTR promotional materials for employees?		☐ No
35 Give CTR presentations to managers?	☐ Yes	⊠ No
36 Give CTR presentations to employees, in addition to new hire orientations?	Yes	⊠ No
37 Conduct transportation events/fairs and/or participate in county/state CTR promotions/campaigns?	☐ Yes	⊠ No
38 Send electronic mail messages to employees about the CTR program?		☐ No
39 Publish CTR articles in employee newsletters?	⊠ Yes	☐ No
40 Distribute CTR information with employee paychecks?	Yes	⊠ No
41 Publish and update an employee CTR website?	☐ Yes	⊠ No
42 What changes to program information and/or promotions, if any, are anticipate	ed in the nex	t 12 month
Voulesite Chamatanistics		
PRODUCINATION OF THE PROPERTY OF THE PROPERTY.		
43 What is the primary business at this worksite? Agriculture, forestry, fishing, mining Manufacturing T	ransportatio	on
43 What is the primary business at this worksite? ☐ Agriculture, forestry, fishing, mining ☐ Manufacturing ☐ T ☐ Finance, insurance, real estate ☐ Health care ☐ ☑ G	Sovernment	on
43 What is the primary business at this worksite? ☐ Agriculture, forestry, fishing, mining ☐ Manufacturing ☐ T ☐ Finance, insurance, real estate ☐ Health care ☐ ⊠ G ☐ Info. services/software/technical ☐ Public utilities ☐ E	Sovernment Education	on
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43 What is the primary business at this worksite? Agriculture, forestry, fishing, mining Manufacturing T Finance, insurance, real estate Health care S Info. services/software/technical Public utilities E Professional/personal services Military C Retail/trade Construction 44 Is this employer a government or non-profit organization? Yes Are any of the following facilities located on site or within 3 blocks of this worksite and accessible to employees? No	Rovernment Education Other No Winsite 3 bl	thin ocks
What is the primary business at this worksite? Agriculture, forestry, fishing, mining Manufacturing T Finance, insurance, real estate Health care S Info. services/software/technical Public utilities E Professional/personal services Military C Retail/trade Construction 44 Is this employer a government or non-profit organization? Yes S Are any of the following facilities located on site or within 3 blocks of this worksite and accessible to employees? No O 45 Bus stop(s) C	Rovernment Education Other No Winsite 3 bl	thin ocks
What is the primary business at this worksite? Agriculture, forestry, fishing, mining Manufacturing T Finance, insurance, real estate Health care S Info. services/software/technical Public utilities E Professional/personal services Military C Retail/trade Construction Are any of the following facilities located on site or within 3 blocks of this worksite and accessible to employees? No O Bus stop(s) C If bus stops are onsite or within 3 blocks, list the 5 route numbers most frequently used by employees: C-Tran 92, 41	Covernment Education Other No Winsite 3 bl	thin ocks

- 3 -

 \times

 \boxtimes

 \boxtimes

 \times

 \times

49 Train (rail) station

51 Restaurants/Cafeteria

53 Cash machine/bank

50 Shopping

52 Child care

Worksite Parking Information and Parking Management

	Parking costs include items such as leasing costs, secu	urity, maintenance and	I signage.			
54	When your employees drive alone to work, do they pa	y for parking?				
	⊠ No they don't pay					
	Some employees pay. Please explain who pays					
55	When your employees carpool to work, do they pay fo	r parking?				
	No they don't pay					
	Some employees pay. Please explain who pays					
56	When your employees vanpool to work, do they pay for Yes they pay	or parking?				
	No they don't pay					
	Some employees pay. Please explain who pays					
E	mployer Owned Parking	On s	ite Parking	Off	site Parkin	g
57	How many parking spaces does your organization ow for employee usage?	n #_5	2	#	0	
58	How many of the total parking spaces listed above in 57 are reserved for HOV parking?	#_0		#	0	
L	eased Parking	Ons	ite Parking	Off	site Parkin	g
59	How many parking spaces does your organization least have included in your property lease, for employee us			#	0	
	How much does your organization pay per month per leased parking space?	\$_0		\$	0	
61	How many of the total parking spaces listed above in 59 are reserved for HOV parking?	#_0		#	0	
Н	ow much are employees charged per month for:	Oı	n site	(Off site	
62	carpool parking?	\$_0		\$	0	
63	vanpool parking?	\$_0		\$	0	
64	drive-alone (SOV) parking?	\$_0		\$	0	-
65	Are other free parking spaces available within 3 blocks	s of the worksite?	\boxtimes	Yes	☐ No	
66	Are other paid parking spaces available within 3 block	s of the worksite?		Yes	⊠ No	
	How much is the average of		\$		_	
67	If you charge employees for parking, do any of the pro your parking charges go to your CTR program?	ceeds from,		Yes	⊠ No	
68	How many employer-owned or -leased SOV spaces we in the past 12 months?	re eliminated	#_0		_	

Worksite Parking Information and Parking Management (continued) 69 Briefly explain how you manage and monitor your worksite parking program below: The city has three parking lots providing 52 parking spaces, one adjacent to the building, and two across the street from the building. They are not fenced, gated, or barricaded in any way. The one adjacent to the building is used by the fire department employees at all hours and days, and several city vehicles are parked there after hours. Being located at one end of the downtown area all of the parking lots are available to the public during the evening and on weekends. 70 What changes to parking information and management, if any, are anticipated in the next 12 months? None Financial Subsidies (Employer-provided financial contribution to Employee that directly lowers cost of employee commute) Identify the monthly subsidies the employer pays per participating employee. 71 Do you offer to employees transit passes? (including ORCA Pass, Puget Pass, U-Pass, etc.) X No, skip to question 72 on next page Yes Ave. # employees receiving each month Maximum face (trip) value on pass OR Maximum monthly value of pass a) How much of the employee pass cost is paid by the employer per month? \$ In addition to bus fare, does the pass apply toward:

-5-

No

No

☐ No

b) train (rail) fare?

c) vanpool fare?

d) vanshare fare?

Yes

Yes

Yes

Financial Subsidies (continued)

	you offer to employees:	Yes	No	Average # employees receiving each month	Maximum monthly subsidy paid per employee
72	Bus subsidy (if not given in the form of a pass as described above but rather as tickets,vouchers, reimbursement, etc.)?		\boxtimes	#	\$
73	Vanpool subsidy (if not given in the form of a pass as described above but rather as tickets, vouchers, reimbursement, etc.)?		\boxtimes	#	\$
74	Ferry subsidy		$ \times $	#	\$
75	Train (rail) subsidy (if not given in the form of a pass as described above but rather as tickets,vouchers, reimbursement, etc.)?		\boxtimes	#	\$
76	Vanshare subsidy (if not given in the form of a pass as described above but rather as tickets,vouchers, reimbursement, etc.)?		\times	#	\$
77	Carpool subsidy		\boxtimes	#	\$
78	Walking subsidy		\times	#	\$
79	Bicycling subsidy		\times	#	\$
80	Other transportation allowance/stipend? Explain:		\times	#	\$
82	 ✓ Yes Has this employer received a tax credit or gran ✓ Yes ✓ No 	nt for ride	esharir	ng subsidies?	
	Are you aware that employers may allow employers	oyees to	ent ac	ida a nautian af thair n	
	for the purpose of purchasing a transit or vans No, skip to question 85 below Yes Does this employer allow employees to set asi		s?		
	⋈ No, skip to question 85 below☐ Yes		s?		
84	⋈ No, skip to question 85 below☐ YesDoes this employer allow employees to set asi☐ Yes	de a por	s? tion of	their pre-tax income f	

-6-

Financial Ind	centives (Em	ployer-provided reward other than dir	ect, regular financial as	sistance to employee)	
		ortunity for CTR participants to rother incentives?	receive		
Yes, desc	ribe				
⊠ No					
Site Ameniti	es				
Do you offer					
87 Covered spa	ces, cages, rac	ks, or lockers for bicycles?	⊠ Yes	□ No	
88 Uncovered s	paces or racks	for bicycles?		☐ No	
89 Clothes lock	ers?			☐ No	
90 Showers?			⊠ Yes	□ No	
91 On-site loadi	ng/unloading z	ones or shelters for non-SOVs?	☐ Yes	⊠ No	
92 What change	es in site ameni	ties, if any, are anticipated in the	next 12 months?		
Work Sched 93 Does your of Schedule	l be an incenti ules and So	special parking area for carpive to carpool. All felt the currence chedule Changes r compressed work week sched	ent parking was o	lose enough.	
(days/hours)	□ Vaa	□ No.			
3/36 4/40	∐ Yes ⊠ Yes	□ No □ No			
9/80	☐ Yes	□ No			
Other	☐ Yes	□ No			
	lease explain				
☐ Yes	ganization offe	r flex time (allow employees to v	vary their start and e	end times)?	
⊠ No					

96 Do you have a plan to increase participation in telework in the coming year? Yes, describe × No 97 Has your organization modified work schedules so that some or all employees who formerly arrived at work between 6 and 9 a.m. are now scheduled to begin work outside the 6 to 9 a.m. peak commute window? × No How many employees' schedules were changed? 98 Was the shift change identified as an element of the worksite's approved CTR program for a previous year? Yes ---- What year(s) was this a CTR program element? 99 Did the shift change occur because of impacts directly associated with the Growth Management Act of 1990? Yes, explain × No 100 Do you plan to modify some or all employees' work schedules within the next 12 months? Yes, describe × No Other Programs 101 Does your organization offer employer provided vehicles for any of these purposes? a Guaranteed/emergency ride home X Yes No b Vanpooling Yes × No c Carpooling Yes × No d Work-related business trips × Yes No e Non-work-related errands Yes × No 102 Are the following services available at your worksite? a Employer-provided shuttle or custom bus or van Yes × No from transit station/stop or park& ride lots to worksite b Employer-provided internal circulator system Yes × No c Guaranteed/emergency ride home program X Yes No d Employer-provided bicycles × No Yes e Internal ridematch service conducted for employees Yes × No f Statewide or regional ridematch service information to employees (such as RideshareOnline.com or NWCarpool.org) × Yes No g ZipCar or other shared car program Yes × No

Work Schedules and Schedule Changes (continued)

Other Programs (continued)

103 What changes to	other programs, if any, are anticipated in the next 12 months?
No changes anticipa	ated.
,	
	*
404 If your arrani	on conducts or plane to conduct other CTD cativities
that are not cover	on conducts or plans to conduct other CTR activities red in this report, please describe these activities below.
NA	
	ting in any public, private or grant funded programs not covered in this report?
Yes, describe	
⊠ No	

The Washington State Legislature requires the Department of Transportation to report on how much employers spend on complying with the state's Commute Trip Reduction (CTR) program and working toward the program's objectives. WSDOT does this by surveying employers to determine how much they spend on various activities related to the program, and how much is from other sources.

The Legislature is interested in totals and general types of costs – not in details. The categories we provide in this survey are designed to help you organize information. Use your best judgment when determining the appropriate categories for various expenses

106 For each activity in the table below, we would like to know how much cost your organization has incurred for supporting and overseeing your CTR program. Please give us an estimate of your monetary costs and in-kind costs during the past 12-months as described on the previous pages of this report.



Monetary Cost Estimate: This is the value of goods and services that your organization contributed in order to administer your CTR Program. Examples of monetary costs include the time your organization's staff spent administering the CTR Program, including any dues paid to local Transportation Management Associations (TMAs). It could also include financial incentives to encourage the use of alternative modes.

In-Kind Cost Estimate: This is the value of goods and services that you received from sources outside of your organization. Examples of this type of cost include donated gift certificates, staff time from local bike shops for workshops held at your organization, and any donated merchandise.

Please do not include contributions from local governments or transit agencies. We already have this information from the local governments and transit agencies.

	time, supplies, etc.), helping employees with transportation questions, arranging carpools and vanpools, providing transportation services to employees, and program overhead (time spent processing incentive payments, in meetings, etc.). Conducting surveys, completing the Employer Program Report reports, etc. Financial incentives and subsidies paid to employees. Facilities such as bike racks, bus shelters lockers, etc. Any other costs that are not covered in the categories above. Please describe these costs in the box provided	Type of Activity	Yearly Monetary Cost Estimate	Yearly In-Kind Cost Estimate
Report reports, etc. \$ 75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Report reports, etc. \$ 75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	time, supplies, etc.), helping employees with transportation questions, arranging carpools and vanpools, providing transportation services to employees, and program overhead	\$ <u>300</u>	\$
d Facilities such as bike racks, bus shelters lockers, etc. Any other costs that are not covered in the categories above. Please describe these costs in the box provided	A Facilities such as bike racks, bus shelters lockers, etc. Any other costs that are not covered in the categories above. Please describe these costs in the box provided below \$ 0		\$_75	\$
e Any other costs that are not covered in the categories above. Please describe these costs in the box provided	Any other costs that are not covered in the categories above. Please describe these costs in the box provided below \$ 0 \$	Financial incentives and subsidies paid to employees.	\$_0	\$
above. Please describe these costs in the box provided	above. Please describe these costs in the box provided below \$ 0 \$	Facilities such as bike racks, bus shelters lockers, etc.	\$ 0	\$
Please describe:		above. Please describe these costs in the box provided below	\$ <u>0</u>	\$

Report Preparation

107 Identify the individual(s) re	esponsible for completing this E	mployer Annual Report & Program Description
	n coordinator	
Other, please provide the	ne following information:	
108 Name		109 Title
110 Organization		
500 % Sec. 4		
AAA Dhaan		
111 Phone	112 Fax	
113 E-mail		
Employer Commitmen	t	
I understand that our worksite is	required by the City/County of	to submit
an Employer Annual Report and	Program Description and to impler	ment the program it describes.
9 B	ington State's Commute Trip Redu	
		s' drive-alone travel to this worksite. effort to achieve the single occupant vehicle (SOV)
		efines a good faith effort as one that includes
		dinance, working collaboratively with
the jurisdiction CTR representative	e, and continuing an existing CTR	program or making program modifications
	ver an agreed upon length of time.	
	at the jurisdiction is notified if infor	ementation of all the elements listed and submitted mation in the document changes.
O'tt-OEOt-bttf	tal at the supplied	
Signature of CEO or highest ranking office	al at the worksite	Date
Scott Higgins		
114 Name		
Mayor		
115 Title		
P.O. Box 1055 Camas, WA	28607	
116 Mailing address of person who signe		
(360) 834-6864-4415	(360) 835-1535	
Phone	Fax	
shiggins@cityofcamas.us		
E-mail		



Print this page and get the signature of your CEO or highest ranking official and submit to your local CTR representative.

BY AND AMONG

The members of the Western Washington Clean Cities Coalition and the U.S. Department of Energy.

PURPOSE

The purpose of this Memorandum of Understanding is to signify the commitment of the members of the Western Washington Clean Cities Coalition to work together and with the U.S. Department of Energy (DOE) Clean Cities program to increase petroleum displacement through the increased use of alternative fuels and vehicles and through efforts related to fuel blends, fuel economy, hybrid vehicles, and idle reduction.

The Western Washington Clean Cities Coalition will operate as a regional, voluntary collaboration of public and private stakeholders in carrying out its mission. The Coalition is dedicated to:

- Increasing the use of alternative fuel vehicles and expanding the refueling infrastructure necessary to support these vehicles.
- Promoting other vehicle-related programs that result in decreased petroleum consumption and reduced emissions.
- Serving its members by providing research and technical assistance, providing access to grant funds, seeking incentives, and identifying partnership opportunities.
- Providing opportunities for collaboration among members and regional partners.
- Leveraging resources of knowledge, time and funding.
- Setting the example through the leadership of our members and partners.

To achieve this mission, the Coalition has developed a set of strategies identified in the Western Washington Clean Cities Coalition Strategic Plan. These strategies consist of the following categories:

Alternative Fuels Market Development: Promoting the use of alternative fuels will be the focus of the Coalition's work, with the greatest efforts placed on those alternatives of most interest in the region, currently natural gas and biodiesel. The use of alternative fuels in on-road applications will receive significant attention, but the Coalition will expand its efforts to encompass the use of alternative fuels in off-road and marine applications where appropriate.

Related Programs: The Coalition will expand the scope of its work beyond the alternative fuels, to take advantage of opportunities and develop partnerships in related areas, such as hybrid electric vehicles, ultra-low sulfur diesel, idling reduction and improving fuel economy. The principal role of the Coalition in these other areas will be

Memorandum of Understanding

to share information and provide education in partnership with others in the region that has greater expertise.

Legislation and Policy Development: The Coalition will continue to seek local, state and federal incentives for vehicle purchases, infrastructure development and fuels, and seek the adoption of policies which lead to the implementation of alternative fuel programs in fleets.

Communication, Education and Outreach: Communication and education are essential for all aspects of Coalition work. A range of activities, from developing brochures to hosting workshops, will be undertaken to meet the needs of Coalition members, fleets and the general public.

Long-term Relevance, Effectiveness and Stability: Several strategies are proposed to strengthen the Coalition as an organization and enhance the ability to affect change in the region, including: improving financial stability, increasing awareness of the Coalition, increasing participation of Coalition members, and increasing Coalition membership.

ROLES AND RESPONSIBILITIES

In addition to the roles and responsibilities identified for the Steering Committee and Coalition Members in the Western Washington Clean Cities Coalition's Procedural Rules, the parties to this MOU agree to the following:

Clean Cities Steering Committee Responsibilities

- Coordinate implementation of Strategic Plan and Coalition activities.
- In cooperation with Coalition members, maintain and update the Strategic Plan and database of stakeholders, community fleets, AFVs, and infrastructure.
- Provide assistance in public education, member recruitment activities, and dissemination of information to Coalition members.
- Document Coalition activities and progress, and provide reports to DOE Regional Support Offices.
- Serve as a liaison between the Steering Committee, Working Groups and DOE.

Member Responsibilities

The organizations and individuals (Coalition members) who have signed below agree to work together as the Western Washington Clean Cities Coalition to achieve the goals and implement the actions in the Western Washington Clean Cities Coalition Strategic Plan.

DOE Responsibilities

 Designate a Federal advisor to provide program guidelines, information, general assistance, material for promotional and educational activities, and assistance in public education activities.



Memorandum of Understanding

- Guide placement of Federal alternative fuel vehicles (AFVs) responding to Clean Cities recommendations and resource matching plans.
- Notify Coalition of funding opportunities and direct the award of Federal funds and grants as available.
- Provide training for Coalitions members.

Authority

This Memorandum of Understanding is authorized under the Energy Reorganization Act of 1974, which allows DOE to enter into cooperative projects with other public and private agencies, and the Energy Policy Act of 1992, Section 505, Voluntary Supply Commitments, which requires DOE to obtain voluntary commitments to help achieve replacement fuel goals from fuel suppliers, fleet owners, and vehicles suppliers. Under this Memorandum of Understanding, these groups, united with other local stakeholders, signify their commitment to contribute to the goals of the program.

Supplementary Interagency or Other Agreements

Because the DOE Clean Cities program supports Congressional and Executive directives and may involve other federal, state, and local governmental entities, Clean Cities program commitments may be subject to modification upon intervening Congressional or Executive guidance.

ADMINISTRATION

Public Information Coordination

Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosures of information to the public regarding projects and programs referenced in this Memorandum of Understanding shall be made by the DOE following consultation with the other parties' representatives.

Amendment and Termination

This Memorandum of Understanding may be amended by the mutual written agreement between DOE and the signatories. This Memorandum of Understanding may be terminated by the mutual written agreement of DOE and signatories. Signatories may terminate individual participation upon a 30-day written notice to the Department of Energy and the Western Washington Clean Cities Coalition Steering Committee.

Effective Date

This Memorandum of Understanding shall become effective upon the latter date of signature of the parties and shall remain in effect for a period of 5 years, upon which the Memorandum of Understanding becomes eligible for renewal.

REGISTRATION

Signatories under this Memorandum of Understanding agree to undertake their best efforts to achieve the goals and objectives of the Western Washington Clean Cities Coalition and to pay Annual Membership Fees or provide in-kind services.

Date			
Signa	ature, Name/Title of authorized sig	natory	
Name	e/Title of primary contact		
Comp	pany/Entity		
Mailir	ng Address		
Phon	е	Fax	
Email	l Address	Website A	ddress
Annu	st in the Clean Cities Coalition:	ck the appro	priate box below. An invoice will send payment at this time.
Gene	ral Membership:	Coali	tion Sponsor:
	Individual \$ 50		Silver \$ 2.000
	Non-Profit Organization \$ 50		Gold \$ 5,000
٥	Fleet \$ 350	5	Diamond \$ 10,000+
	Vendor (Fuel or Technology) \$ 5	00	
: ***	Government Entity/University \$ 3	350	
E	In-kind services, please describe	(these are a	pproved on a case-by-case basis):

PROJE	F CAMAS CT NO. WS-720A FEP/STEF Tank Pumping		PAY ESTIMATE: S PAY PERIOD: S	SIX 1/1/13 Through 9	/30/13		AAA Septic Service PO Box 1668 Brush Prairie, WA 98606 (360) 687-8960								
ITEM	DESCRIPTION	UNIT	ORIGINAL CONT	RACT AMOUNT: UNIT	\$51,967.77 CONTRACT	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL				
NO.	DESCRIPTION	UNII	QUANTITY	PRICE	TOTAL	PREVIOUS	PREVIOUS	THIS EST.	THIS EST.	TO DATE	TO DATE				
SANITA	ARY SEWER														
1	Commercial STEP & STEF Tank Pumping	1000 GAL	30.00	\$96.85	\$2,905.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00				
2	Residential STEP & STEF Tank Pumping	EA	465.00	\$96.85	\$45,035.25	264.00	\$25,568.40	41.00	\$3,970.85	305.00	\$29,539.25				
	ADDITIO S SALI TOTA LESS	ONS / DE SUBTOT ES TAX AL CON' 5% RET	(8.4%)		\$47,940.75 \$4,027.02 \$51,967.77 CONTRACT TOTAL \$47,940.75 \$0.00 \$47,940.75 \$4,027.02 \$51,967.77		\$25,568.40 \$2,147.75 \$27,716.15 TOTAL PREVIOUS \$25,568.40 \$0.00 \$25,568.40 \$2,147.75 \$27,716.15 (\$1,278.42) \$26,437.73		\$3,970.85 \$333.55 \$4,304.40 TOTAL THIS EST. \$3,970.85 \$0.00 \$3,970.85 \$333.55 \$4,304.40 (\$198.54) \$4,105.86		\$29,539.25 \$2,481.30 \$32,020.55 TOTAL TO DATE \$29,539.25 \$0.00 \$29,539.25 \$2,481.30 \$32,020.55 (\$1,476.96) \$30,543.58				
F.I.	ET. NUMBER: 424.00.535.811.48		-	\$4,105.86 Output 2	Valieyer	1 0 / 1 3	113	Project Manager	nos Hoa	90 10	15 DU 13				

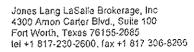
ENTERED 18 10/24/13

FOUR JWC Construction CITY OF CAMAS PAY ESTIMATE: Sept 28, 2013 Through Oct 25, 2013 PO Box 821409 PROJECT NO. P-862 PAY PERIOD: Vancouver, WA 98682 Project Name: (360) 693-8925 Original Contract Amount: \$1,672,951.00 Lacamas Lake Lodge (360) 693-8926 **Building Improvements** QUANTITY TOTAL QUANTITY TOTAL QUANTITY TOTAL ITEM DESCRIPTION UNIT ORIGINAL UNIT CONTRACT THIS EST. TO DATE **PREVIOUS** THIS EST. TO DATE NO. QUANTITY PRICE TOTAL **PREVIOUS** SCHEDULE "A" - SITE IMPROVEMENTS 0 PERFORMANCE & PAYMENT BOND LS 1.00 \$20,280.00 \$20,280.00 1.00 \$20,280.00 0.00 \$0.00 1.00 \$20,280.00 0.14 \$20,524.00 0.58 \$85,028.00 GENERAL CONDITIONS LS 1.00 \$146,600.00 \$146,600.00 0 44 \$64,504.00 0.16 0.76 \$367,491.92 0.60 \$77,366.72 1.00 \$483,542.00 \$483,542.00 \$290,125.20 2 SITEWORK LS CONCRETE 1.00 \$87,700.00 0.95 \$83,315.00 0.00 \$0.00 0.95 \$83,315.00 LS \$87,700.00 3 MASONRY LS 1.00 \$24,557.00 \$24,557.00 0.00 \$0.00 0.33 \$8,103.81 0.33 \$8,103.81 \$16,284.00 \$17,700.00 \$16,284.00 0.00 \$0.00 0.92 METALS LS 1.00 \$17,700.00 0.92 LS \$214,009.00 \$214,009.00 0.76 \$162,646.84 0.09 \$19,260.81 0.85 \$181,907.65 WOODS & PLASTICS 1.00 THERMAL & MOISTURE PROTECTION LS 1.00 \$70,955.00 \$70,955.00 0.05 \$3,547.75 0.07 \$4,966.85 0.12 \$8,514.60 DOORS & WINDOWS LS 1.00 \$84,590.00 \$84,590.00 0.00 \$0.00 0.30 \$25,377.00 0.30 \$25,377.00 9 FINISHES LS 1.00 \$101,555.00 \$101,555.00 0.00 \$0.00 0.00 \$0.00 0.00 \$0.00 10 SPECIALTIES LS 1.00 \$14,645.00 \$14,645.00 0.00 \$0.00 0.25 \$3,661.25 0.25 \$3,661,25 11 EQUIPMENT LS 1.00 \$32,592.00 \$32,592.00 0.00 \$0.00 0.00 \$0.00 0.00 \$0.00 12 FURNISHINGS LS 1.00 \$15,225.00 \$15,225.00 0.00 \$0.00 0.00 \$0.00 0.00 \$0.00 13 SPECIAL CONSTRUCTION LS 1.00 \$0.00 0.00 \$0.00 0.00 \$0.00 \$0.00 0.00 \$0.00 14 CONVEYING SYSTEMS LS 1.00 \$0.00 \$0.00 0.00 \$0.00 0.00 \$0.00 0.00 \$0.00 15 MECHANICAL LS 1.00 \$116,800.00 \$116,800.00 0.13 \$15,184.00 0.09 \$10,512.00 \$25,696.00 0.22 16 ELECTRICAL LS 1.00 \$134,627.00 \$134,627.00 0.30 \$40,388.10 0.05 \$6,731.35 0.35 \$47,119,45 17 CONTRACTOR FEE/INSURANCE LS 1.00 \$107,574.00 \$107,574.00 0.45 \$11,833.14 \$48,408.30 0.11 0.56 \$60,241.44 Change Order #1 LS Items A. B. C and E 1.00 \$10,229.03 \$10,229.03 1.00 \$10,229.03 0.00 \$0.00 0.00 \$0.00 Item D LS 1.00 \$3,730,41 \$3,730.41 0.00 \$0.00 0.00 \$0.00 0.00 \$0.00 Change Order #2 Items A, B, C and E LS 1.00 \$13,196.36 \$13,196.36 0.00 \$0.00 1.00 \$13,196.36 0.00 \$0.00 Item D LS 1.00 \$984.70 \$984.70 0.00 \$0.00 0.00 \$0.00 0.00 \$0.00 Schedule "A" Subtotal: \$1,701,091.50 \$754,912.22 \$201,533.29 \$933,020.12 Sales Tax Rate: 8.4% \$142.891.69 \$63,412.63 \$16,928.80 \$78,373.69 Schedule "A" Total: \$1,843,983.19 \$818,324.85 \$218,462.09 \$1,011,393.81 ORIGINAL CONTRACT TOTAL TOTAL TOTAL TOTAL **PREVIOUS** THIS EST. TO DATE \$201,533.29 \$956,445.51 SUBTOTALS \$1,701,091,50 \$754,912.22 CHANGE ORDERS TO DATE \$0.00 \$0.00 \$0.00 \$1,701,091.50 \$754,912.22 \$201,533.29 \$956,445.51 SUBTOTAL SALES TAX (8.4%) \$142,891.69 \$63,412.63 \$16,928.80 \$80,341.42 \$218,462.09 \$1,036,786.93 TOTAL CONTRACT \$1,843,983.19 \$818,324.85 LESS 5% RETAINAGE (\$37,745.61) (\$10,076.66) (\$47,822.28) TOTAL LESS RETAIN. \$780,579.24 \$208,385.42 \$988,964.66 P-862 ACCT. NUMBER: 350-00-594-760-62 \$208,385.42 THIS PAY EST. LESS RETAINAGE Project Engine

CITY OF CAMAS PROJECT NO. S-545 DESCRIPTION: NW 38th Ave/SE 20th St. Extension Roadway Improvements, Ph. 1 PAY ESTIMATE #7 Council Meeting Date: November 4, 2013 Work Period Date: September 1, 2013 to October 14, 2013		P.O. B BATTI Phone				STP Funding (Expenditures n \$1,140,55 Expenditure Group	ot to Exceed 99.00) s to Date	TIB Funding Tracking ed (Expenditures not to Exceed \$1.75 MIL.) Expenditures to Date Group 2		PWTF Funding Tracking (Expenditures after Groups 1 &2) Expenditures to Date Group 3		WTR/SWR Funding Tracking (Schedule B Items Only) Expenditures to Date Group 4		Previous Estimate #		Current Estimate #		Totals to Date	
	EM DESCRIPTION O.	UNIT	ORIGINAL	UNIT	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
	nedule A		QUANTITY	PRICE	TOTAL													1.00	\$258,000.00
Α		LS		\$258,000.00	\$258,000.00	1.00	\$258,000.00				20.040.00			1.00	\$258,000.00 \$9,960.00	0.17	\$2,040.00	1.00	\$12,000.00
A	7. 9	LS		\$12,000.00 \$15,000.00	\$12,000.00 \$15,000.00	0.25 0.40	\$3,000.00 \$6,000.00	0.58	\$6,960.00 \$6,450.00	0.17	\$2,040.00 \$2,550.00			0.83	\$12,450.00	0.17	\$2,550.00	1.00	\$15,000.00
A		LS			\$1,500.00	1.00	\$1,500.00	0.43	\$6,430.00	0.17	\$2,000.00		RELEGISTED	1.00	\$1,500.00	107 /2- 232		1.00	\$1,500.00
A		LS			\$9,500.00	0.25	\$2,375.00	0.58	\$5,510.00	0.06	\$570.00			0.83	\$7,885.00	0.06	\$570.00	0.89 2,582.20	\$8,455.00 \$142,021.00
Α		HR			\$36,300.00	987.30	\$54,301.50	1,308.60	\$71,973.00	286.30	\$15,746.50			2,295.90 87.30	\$126,274.50 \$4,801.50	286.30 29.80	\$15,746.50 \$1,639.00	117.10	\$6,440.50
A		HR LS			\$11,000.00	20.50	\$1,127.50	66.80 0.83	\$3,674.00 \$4,150.00	29.80	\$1,639.00 \$300.00			0.83	\$4,150.00	0.06	\$300.00	0.89	\$4,450.00
A		Acre			\$5,000.00 \$26,355.00	6.25	\$21,875.00	1.18	\$4,130.00	0.10	\$350.00			7.43	\$26,005.00	0.10	\$350.00	7.53	\$26,355.00
Α	10 Removal of Structures and Obstructions	LS			\$5,000.00	0.39	\$1,950.00	0.44	\$2,200.00	0.17	\$850.00			0.83	\$4,150.00	0.17	\$850.00	1.00	\$5,000.00 \$3,500.00
Α		LS			\$3,500.00			1.00	\$3,500.00					1.00 8,725.00	\$3,500.00 \$157,050.00			8,725.00	\$157,050.00
A	12 Roadway Excavation, incl. Haul 13 Unsuitable Foundation Excavation, incl. Haul	CY			\$67,536.00 \$8,225.00	2,333.60 92.80	\$42,004.80 \$3,248.00	6,391.40 164.10	\$115,045.20 \$5,743.50					256.90	\$8,991.50			256.90	\$8,991.50
-	14 Gravel Borrow, Incl. Haul	CY			\$192,000.00	12,000.00	\$240,000.00	7,128.00	\$142,560.00					19,128.00	\$382,560.00			19,128.00	\$382,560.00
Α	15 Structure Excavation Class B, Incl. Haul	CY	2300.00	\$8.00	\$18,400.00	1,381.10	\$11,048.80	1,104.00	\$8,832.00				DEL CONTROL M	2,485.10	\$19,880.80			2,485.10 3,312.00	\$19,880.80 \$4,968.00
-	16 Construction Geotextile for Separation	SY	1875.00		\$2,812.50	3,164.00	\$4,746.00	148.00	\$222.00					3,312.00	\$4,968.00 \$14,210.00			4,060.00	\$14,210.00
A		SY	4879.00		\$17,076.50 \$17,640.00			4,060.00	\$14,210.00 \$13,075.20	-				4,060.00 108.96	\$13,075.20			108.96	\$13,075.20
-	18 Cement for CTB 19 Crushed Surfacing Base Course	TN			\$17,640.00 \$185,400.00			108.96 12,691.40	\$228,445.20					12,691.40	\$228,445.20		in the second	12,691.40	\$228,445.20
	20 Planing Bituminous Pavement	SY	333.00	\$19.00	\$6,327.00			246.70	\$4,687.30				100	246.70	\$4,687.30	2 222 22	640E 46E 00	246.70 5,572.46	\$4,687.30 \$417,934.50
Α	21 HMA Cl. 1/2" PG 64-22	TN	6268.00	\$75.00	\$470,100.00	422.44	\$31,683.00	2,970.26	\$222,769.50	2,179.76	\$163,482.00			2,970.26	\$222,769.50	2,602.20 36.32	\$195,165.00 \$6,174.40	36.32	\$6,174.40
	22 HMA for Approach, Cl. 1/2" PG 64-22	TN			\$4,590.00					36.32	\$6,174.40					30.32	\$5,117.110		
	23 Preparation of Existing Surfaces, CSS-1 for Tack Coat 24 Testing Storm Sewer Pipe	LF			\$14,000.00 \$4,938.00			3,224.00	\$3,224.00					3,224.00	\$3,224.00			3,224.00	\$3,224.00
	25 Shoring, Trench Safety System (\$1.00 min.)	LF		\$1.00	\$4,938.00	918.00	\$918.00	1,146.00	\$1,146.00			世一個新生民	国际国际	2,064.00	\$2,064.00			2,064.00 651.30	\$2,064.00 \$11,072.10
	26 Structure Excavation Class A, Incl. Haul	CY		\$17.00	\$20,910.00	651.30	\$11,072.10							651.30	\$11,072.10			1,069.77	\$42,790.80
	27 Gravel Backfill for Wall 28 Gravel Backfill for Foundation, Class A	CY		\$40.00	\$51,520.00	1,069.77	\$42,790.80							1,069.77 7.60	\$42,790.80 \$304.00			7.60	
	29 St. Reinforced Bar for Concrete Traffic Barrier	LB	107.00 109216	\$40.00 \$0.25	\$4,280.00 \$27,304.00	7.60 48,825.00	\$304.00 \$12,206.25	-					200201000000000000000000000000000000000	48,825.00	\$12,206.25			48,825.00	\$12,206.25
	30 St. Reinforced Bar for Retaining Wall	LB			\$16,280.00	35,884.00	\$8,971.00						· 有种的 (1000)	35,884.00	\$8,971.00			35,884.00 731.00	\$8,971.00 \$182.75
Α	31 St. Reinforced Bar for Pedestrian Barrier	LB		\$0.25	\$331.25			731.00	\$182.75				TANK TO THE REAL PROPERTY.	731.00	\$182.75	175.23	\$78,853.50	703.03	\$316,363.50
	32 Concrete Cl. 4000 - Traffic Barrier	CY	688.00		\$309,600.00	201.01	600 500 00	527.80	\$237,510.00	175.23	\$78,853.50			527.80 355.21	\$237,510.00 \$106,563.00	0.38	\$114.00		\$106,677.00
_	33 Concrete Cl. 4000 - Retaining Wall 34 Concrete Cl. 4000 - Pedestrian Guardrail	CY			\$122,100.00 \$5,850.00	331.94	\$99,582.00	23.27 16.05	\$6,981.00 \$10,432.50	0.38	\$114.00			16.05	\$10,432.50			16.05	\$10,432.50
-	35 Bridge Railing, Type Metal	LF	-		\$49,320.00			10.00	410,102.00				Market Services			299			
	Bridge Railing, Type Chain Link Fence, Black Coated, 42			Westerland of the	page market a second											223.00	\$12,265.00	223.00	\$12,265.00
	36 high	LF	61.00	\$55.00	\$3,355.00	75.00	\$27 F00 00			223.00	\$12,265.00			75.00	\$37,500.00	223.00	ψ12,200.00	75.00	\$37,500.00
	37 Aluminum Arch Culvert 38 Ductile Iron Pipe for Storm Sewer Culvert, 12" Dia.	LF LF	76.00 46.00		\$38,000.00 \$2,760.00	75.00	\$37,500.00	35.00	\$2,100.00					35.00	\$2,100.00			35.00	
	39 Corrugated Polyethylene Storm Sewer Pipe, 6" Dia.	LF		\$19.00	\$2,945.00			165.00	\$3,135.00					165.00	\$3,135.00			165.00 6.00	200,000
	40 Corrugated Polyethylene Storm Sewer Pipe, 8" Dia.	LF	114.00	\$28.00	\$3,192.00			6.00	\$168.00					6.00	\$168.00			416.90	
	41 Corrugated Polyethylene Storm Sewer Pipe, 10" Dia.	LF			\$9,486.00	400.00	240.404.00	416.90	\$7,504.20					416.90 953.30	\$7,504.20 \$24,785.80			953.30	
_	42 Corrugated Polyethylene Storm Sewer Pipe, 12" Dia. 43 Manhole 48" Dia., Type 1	LF EA			\$22,438.00 \$22,500.00	469.00 2.40	\$12,194.00 \$6,000.00	484.30 5.30	\$12,591.80 \$13,250.00	0.40	\$1,000.00		17 20 25 20	7.70	\$19,250.00		\$1,000.00	8.10	\$20,250.00
	44 Manhole 60" Dia., Type 1	EA			\$3,800.00	2.10	40,000.00	1.00	\$3,800.00					1.00	\$3,800.00			1.00 91.50	-
	45 Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF			\$4,128.00	91.50	\$2,928.00					Property of the second		91.50	\$2,928.00 \$15,840.00			288.00	
	46 Corrugated Polyethylene Storm Sewer Pipe, 24" Dia.	LF			\$17,325.00	2.00	60.040.00	288.00	\$15,840.00	0.10	\$280.00			288.00	\$2,240.00		\$280.00	0.90	\$2,520.00
_	47 Manhole 48" Dia., Type 3 48 Manhole 60" Dia., Type 3 with Flow Splitter	EA EA			\$2,800.00 \$6,100.00	0.80	\$2,240.00 \$4,880.00			0.10	\$200.00	2022 NOVE		0.80	\$4,880.00			0.80	
A	49 Manhole 72" Dia., Type 3	EA			\$6,500.00	0.80	\$5,200.00					PIX SERVE		0.80	\$5,200.00			0.80	
	50 Manhole 96" Dia., Stormwater Filtration	EA		the state of the s	\$44,000.00	0.90	\$39,600.00							0.90	\$39,600.00			-	
	51 Adjust Manhole 52 Adjust Catch Basin	EA EA			\$500.00			2.00	\$1,000.00					2.00	\$1,000.00			2.00	
_	53 Catch Basin, Type 1	EA	_		\$1,000.00 \$3,600.00			2.00	\$3,600.00					2.00	\$3,600.00			2.00	
	54 Concrete Inlet	EA			\$45,000.00	10.90	\$19,620.00	14.10	\$25,380.00			以及 的表示		25.00	\$45,000.00			25.00 316.50	
	Ductile Iron Sewer Pipe (Storm), 10" Dia.	LF	273.00		\$8,736.00			316.50	\$10,128.00					316.50	\$10,128.00 \$32,509.00			855.50	
-	56 Ductile Iron Sewer Pipe (Storm), 12" Dia.	LF	1420.00		\$53,960.00	622.00	\$23,636.00	233.50	\$8,873.00					855.50 391.00	\$37,536.00		PLY CHEV. DE	391.00	0 \$37,536.00
	57 Ductile Iron Sewer Pipe (Storm), 24" Dia. 58 ESC Lead	LF DAY			\$37,536.00 \$1,800.00	24.00	\$720.00	391.00 26.00	\$37,536.00 \$780.00		\$120.00		A STATE OF S	50.00	\$1,500.00		\$120.0	54.00	0 \$1,620.00
	59 Seeding, Fertilizing, Mulching	AC			\$7,440.00	24.00	Ţ. 20.00	20.00	2.00.00								Equipment of the second	1.00	0 \$4,800.00
Α	60 Straw for Temporary ESC	LS	_	\$4,800.00	\$4,800.00	1.00	\$4,800.00		2 412 - Million 1 112 - 2	L-Marine Av		Charles Copy 12		1.00	\$4,800.00			1,00	7,000.00
_	61 Soil Binder or Tacking Agent	AC			\$1,674.00										The state of the s	The state of the s			
	62 Temporary Erosion Control Blanket 63 Plastic Covering	SY	440.00 200.00		\$1,320.00 \$700.00	200.00	\$700.00							200.00	\$700.00			200.00	
Α	64 Check Dam	LF	380.00	\$6.75	\$2,565.00					150.00	\$1,012.50				*****	150.00	\$1,012.5	0 150.00 465.60	
_	65 Stabilized Construction Entrance	SY			\$11,110.00	465.60	\$4,656.00		4.02.00		04.000.00	PACE BEAUTIFUL TO		465.60	\$4,656.00 \$10,175.00		\$1,265.0		
	66 Street Cleaning	HR LF			\$9,900.00	78.50	\$8,635.00	14.00	\$1,540.00	11.50	\$1,265.00			92.50 6,102.00	\$10,175.00		31,200.0	6,102.00	0 \$18,306.0
	67 Silt Fence 68 Inlet Protection	EA	6045.00 32.00	\$3.00 \$55.00	\$18,135.00 \$1,760.00	6,102.00 5.00	\$18,306.00 \$275.00	24.00	\$1,320.00			Manager Co.	Se you do the little	29.00	\$1,595.00			29.00	
Α	69 Wattle	LF			\$1,900.00	0.00		2	.,,	144.00	\$720.00	40. 全部保险管	图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图			144.00	\$720.0	0 144.00	
	70 High Visibility Fence	LF	1860.00	\$1.75	\$3,255.00	1,478.00	\$2,586.50				000 000 00			1,478.00	\$2,586.50 \$1,365.00		\$52,500.0		
_	71 Landscaping 72 Irrigation	LS		\$175,000.00 \$59,000.00	\$175,000.00			0.78% 5.00%	\$1,365.00 \$2,950.00		\$52,500.00 \$35,400.00			0.0078	\$2,950.00		A CONTRACTOR OF THE PARTY OF	0.6	\$38,350.0
	72 Irrigation 73 Cement Concrete Traffic Curb and Gutter	LS			\$59,000.00 \$56,457.00	-		6,224.00	\$56,016.00		900,400.00			6,224.00	\$56,016.00			6,224.0	
-11	74 Cement Concrete Traffic Curb	LF			\$8,235.00			1,420.30	\$12,782.70				September 1	1,420.30	\$12,782.70	SALE RUEDE		1,420.3	\$12,782.7

CITY OF CAMAS PROJECT NO. S-545 DESCRIPTION: NW 38th Ave/SE 20th St. Extension Roadway Improvements, Ph. 1 PAY ESTIMATE #7 Council Meeting Date: November 4, 2013 Work Period Date: September 1, 2013 to October 14, 2013		P.O. BOX 1900 BATTLE GROUND, WA 98604 Phone: (360) 687-1148 Original Contract Total: \$3,651,231.33 (Includes Sales Tax Amount: \$9,093.08)				STP Fundin (Expenditures \$1,140, Expenditure Gror	not to Exceed 599.00) res to Date	TIB Funding Tracking (Expenditures not to Exceed \$1.75 MIL.) Expenditures to Date Group 2		PWTF Fundin (Expenditures afte Expenditure Grou	er Groups 1 &2) es to Date	WTR/SWR Funding Tracking (Schedule B Items Only) Expenditures to Date Group 4		Previous Estimate #		Current Estimate #		Totals to Date	
EM IO.	DESCRIPTION	UNIT	ORIGINAL	UNIT	CONTRACT	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DAT
-	Raised Pavement Marker, Type 1	Hund.	1.90	\$400.00	\$760.00							KENT ON OF	A CHINA CONTRACTOR	THEVIOUS					
	Raised Pavement Marker, Type 2	Hund.	1.30	\$545.00	\$708.50											470.40	\$8,059.50	388.40	\$17,4
	Cement Concrete Driveway Entrance	SY	205.00		\$9,225.00			209.30	\$9,418.50	179.10	\$8,059.50			209.30	\$9,418.50	179.10	\$1,200.00	1.00	\$1,2
	Single 6-ft, Coated Chain Link Gate, Black Vinyl Cement Concrete Sidewalk	EA SY	1.00 4367.00	\$1,200.00	\$1,200.00			0.470.00	676 604 60	1.00 1,516.27	\$1,200.00 \$47,004.37			2,473.60	\$76,681.60	1,516.27	\$47,004.37	3,989.87	\$123,6
	Cement Concrete Curb Ramp, Type 1	EA	17.00	\$31.00 \$850.00	\$135,377.00 \$14,450.00			2,473.60 9.00	\$76,681.60 \$7,650.00	8.00	\$6,800.00			9.00	\$7,650.00	8.00	\$6,800.00	17.00	\$14,
	Detectable Warning Surface	SF	180.00	\$24.00	\$4,320.00			90.00	\$2,160.00		\$960.00		The second second	90.00	\$2,160.00	40.00	\$960.00	130.00	\$3,
	Quarry Spalls	TN	154.00	\$55.00	\$8,470.00			4.60	\$253.00			The Park No.		4.60	\$253.00			4.60 8.00	\$1
	Mailbox Support, Type 1, with Steel Post	EA	8.00	\$200.00	\$1,600.00					8.00	\$1,600.00		BANKS OF THE REAL PROPERTY.			8.00	\$1,600.00	2,300.00	\$11
	Joint Utility Trench for Dry Utilities, Incl. Backfill Material	LF	2946.00	\$5.00	\$14,730.00	1,529.50	\$7,647.50	FIRE STATES IN		770.50	\$3,852.50	C. L.		2,300.00	\$11,500.00		THE RESERVE TO SERVE	950.00	
	Joint Utility Trench for Dry Utilities, Incl. Backfill Material	LF	954.00		\$4,770.00	AND COMPANY OF THE	as thus here		5243 do 1996	950.00	\$4,750.00		HUSAL ROVERS	950.00	\$4,750.00 \$195,000.00			1.00	
_	Illumination System	LS		\$195,000.00	\$195,000.00	0.21	\$40,723.80	0.79	\$154,276.20	0.50	605 570 00			1.00 0.377	\$71,630.00	0.50	\$95,570.00	0.88	\$167
	Traffic Signal Systems Conduit Pipe, 1-1/4* Dia., Lighting Conduit - Not Used	LS LF	822.00	\$190,000.00 \$1.00	\$190,000.00 \$822.00	0.11	\$20,330.00	0.270	\$51,300.00	0.50	\$95,570.00			0.577	\$77,000,00				
	Conduit Pipe, 2" Dia., Lighting Conduit - Not Used	FE	48.00	\$5.50	\$264.00								SEAS WEST			and the second			
$\overline{}$	Permanent Signing	LS	1.00		\$7,000.00					0.02	\$140.00					0.02	\$140.00	0.02	
0	Paint Line, 4" Yellow	LF	6100.00	\$0.35	\$2,135.00								THE EXPERIME						
-	Painted Wide Line, 8" White	LF	6400.00	\$0.45	\$2,880.00							Estimate N							
$\overline{}$	Plastic Bicycle Lane Symbol	EA	10.00	\$320.00	\$3,200.00							THE REAL PROPERTY.	E PARTY OF VER						
_	Plastic Traffic Arrow	EA	23.00	\$135.00	\$3,105.00														
	Plastic Crosswalk Line Plastic Stop Line	SF LF	3000.00 102.00	\$4.50 \$7.00	\$13,500.00								Section Control						
	Pond Excavation, Incl. Haul	CY	2957.00	\$10.00	\$714.00 \$29,570.00			2,957.00	\$29,570.00					2,957.00	\$29,570.00			2,957.00	\$
	Pond Excavation for Embankment	CY	2200.00	\$8.00	\$17,600.00			1,408.00	\$11,264.00				5(0°) 50 16 745	1,408.00	\$11,264.00			1,408.00	\$
$\overline{}$	Construction Geotextile for Separation	SY	1825.00	\$1.50	\$2,737.50			1,892.00	\$2,838.00				STEWNSON OF THE	1,892.00	\$2,838.00			1,892.00	
9	Recycled Asphalt Concrete Aggregate 1 1/4"	LS	1.00		\$6,030.00			1.00	\$6,030.00					1.00	\$6,030.00			1.00	
00	Ductile Iron Pipe for Storm Sewer Culvert, 12" Dia.	LF	36.00	\$35.00	\$1,260.00			36.00	\$1,260.00					36.00	\$1,260.00			136.00	
-	Corrugated Polyethylene Storm Sewer Pipe, 8" Dia.	LF	321.00	\$20.00	\$6,420.00			136.00	\$2,720.00					136.00	\$2,720.00			86.00	+
	Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	101.00	\$24.00	\$2,424.00			86.00	\$2,064.00			The state of the s	Control of the last	86.00	\$2,064.00		STATE OF THE PARTY	397.00	
	Corrugated Polyethylene Storm Sewer Pipe, 24" Dia. Catch Basin, Type 1	LF	329.00	\$60.00	\$19,740.00			397.00	\$23,820.00			湖西省也是1011		397.00	\$23,820.00 \$1,700.00	A		1.00	
_		EA	2.00		\$3,400.00	0.00	00.400.00	1.00	\$1,700.00	0.00	64.050.00	MENT OF THE PARTY		0.60	\$2,100.00	0.30	\$1,050.00	0.90	
-	Manhole 60" Dia., Type 3 MH 60", Type 3 Pond Outlet Str. & Sediment Trap	EA EA	1.00		\$3,500.00 \$4,300.00	0.60	\$2,100.00	1.00	\$4,300.00	0.30	\$1,050.00			1.00	\$4,300.00	0.00		1.00	
	Emergency Overflow Weir	LS	1.00		\$2,800.00			1.00	\$2,800.00					1.00	\$2,800.00			1.00	
	Outfall Dispersion Trench, 8" Dia.	LF	20.00	\$50.00	\$1,000.00			20.00	\$1,000.00					20.00	\$1,000.00			20.00	
_	Outfall Dispersion Trench, 12" Dia.	LF	10.00	\$72.00	\$720.00			10.00	\$720.00			医	le trontaging	10.00	\$720.00			10.00	
10	Coated Chain Link Fence, Black Vinyl, Type 3	LF	915.00	\$18.00	\$16,470.00					877.00	\$15,786.00		Market Service			877.00	\$15,786.00	2.00	
	Double 20-ft, Coated Chain Link Gate, Black Vinyl	EA	2.00		\$4,200.00					2.00	\$4,200.00	BEN STATE				2.00	\$4,200.00	2.00	-
	Single 6-ft, Coated Chain Link Gate, Black Vinyl	EA	2.00		\$2,400.00													-	1
	Tapered End Section w/Type 4 Safety Bars, 24" Dia.	EA	1.00	\$850.00	\$850.00									87.60	\$1,927.20			87.60	0
	Quarry Spalls Modular Block Wall - Retaining Wall C	SF	180.00 1450.00	\$22.00 \$10.00	\$3,960.00	87.60	\$1,927.20	700.00	67 006 00	86.90	\$869.00			782.60	\$7,826.00	86.90	\$869.00	869.5	0
	Field Office Building	LS	1.00		\$14,500.00	0.80	\$3,600.00	782.60	\$7,826.00	0.20	\$900.00		C VENTER TO SE	0.80	\$3,600.00	0.20	100000000000000000000000000000000000000	1.0	0
	Wetland Mitigation Planting	LS	1.00		\$4,500.00 \$43,000.00	0.80	\$3,600.00			0.20	\$900.00			0.00	00,000.00				
	Project Documentation (\$25,000 Min. Bid)	LS		\$25,000.00	\$25,000.00								THE REAL PROPERTY.						
-	Subtotal			420,000.00	\$3,539,957.25		\$1,129,508.75		\$1,744,924.15		\$569,973.27	Maria Land			\$2,851,352.40		\$593,053.77	7	\$3,4
											No. To the	Edward Life Co.	I San World Brown					-	
	A Change Orders													200	24 222 22			1.0	0
	Item A-CCO #1 Portable Message Signs		1.00				\$1,200.00					es de la companya de		1.00	\$1,200.00			1.0	
	Item B-CCO #2 Removal of Storage Shed	\vdash	1.00	\$800.00			\$800.00						NAME OF TAXABLE PARTY.	1.00	\$800.00 No Cost		THE REAL PROPERTY.	1.0	0
	Item C-CCO #3 Change Unit Measure from CY to LS Item D-CCO #4 Change Unit Measure from CY to Ton		1.00	No Cost No Cost			No Cost No Cost					Control	S TO DATE OF	1.00	No Cost			1.0	00
	Item A-CCO #4 Change Only Measure from C+ to 1011		1.00	(1,730.0)			140 COST						A CONTRACTOR OF THE PARTY OF TH						
	Item B-CCO #7 GRI Memo Waiving WSDOT Compaction S	Stds	1.00	No Cost				1.00	No Cost			and the	DO NOT BE	1.00	No Cost		les et et et et et	1.0	
3	Item K-CCO#6-Revised Storm Facility Pipe Conflict		1.00	\$3,590.00		1.00	\$3,590.00							1.00	\$3,590.00			1.0	
	Item L-Add.#2 Quantity Increase of Topsoil Type A		1.00	\$5,500.00		1.00	\$5,500.00							1.00	\$5,500.00		-	1.0	001
							\$11,090.00								\$11,090.00				11
																		+	
du	le B																		
	Shoring, Trench Safety System (\$1.00 min.)	LF	1447.00	\$1.00	\$1,447.00	Day the Reference		A SULL SU	- Carlotte	E CHANGE OF THE PARTY OF THE PA	Manual Pierre					O LACATOR COMPANY	CVIII ON CONTRACTOR	1	
ate						Heriene.							4000.00	40.00	8500.00		-	10.0	00
	Ductile Iron Pipe for Water Main, 6° Dia.	LF	8.00	\$50.00	\$400.00	STATE OF THE STATE						10.00			\$500.00 \$3,120.00	17-12-159		60.0	
	Ductile Iron Pipe for Water Main, 8" Dia. Ductile Iron Pipe for Water Main, 12" Dia.	LF LF	1050.00	\$52.00 \$55.00	\$3,328.00 \$57,750.00	GIRLE POLICE				EXPERIMENTAL PROPERTY.	Mary and the second	1,054.00			\$57,970.00		Living Committee	1,054.0	00
	Blowoff Assembly	EA	1050.00	\$55.00 \$1,300.00	\$1,300.00	AND STATE OF THE STATE OF			GA BOX AG LING D			1,054.00			\$1,300.00			1.0	
_	Gate Valve, 6-inch	EA	1.00	\$1,000.00	\$1,000.00			AND AND STREET			THE PARTY NAMED IN	1.00			\$1,000.00	Emilian emilia		1.0	
	Gate Valve, 8-inch	EA	1.00	\$1,400.00	\$1,400.00		CHARLES COM AN				NAME OF THE PARTY	1.00			\$1,400.00			1.0	
	Butterfly Valve, 12-inch	EA	1.00	\$1,650.00	\$1,650.00	CALL TO SERVICE				Made Sales	COMMENSATION OF	0.98			\$1,567.50			0.9	
	Adjust Valve Box	EA	9.00	\$225.00	\$2,025.00		NEW PRINCIPANT			Decision in the second	TO THE DAY OF THE PARTY.	7.00	\$1,575.00			7.00			95
	Hydrant Assembly	EA	1.00	\$3,000.00	\$3,000.00	fand sales	A STATE OF THE STA		BEST WANT T	STATE STATE OF	1201001200	0.98	\$2,850.00	0.85	\$2,550.00	0.10	\$300.0	0.9	93
	Resetting Existing Hydrant	EA	1.00	\$1,500.00	\$1,500.00		THE WAST AND THE		世間を必ず	BM SASTER IN	So in Kale State	NUMBER OF STREET			60.000.00	5 S S S S S S S S S S S S S S S S S S S		1.	00
	Service Connection, 2" Dia., Irrigation	EA	1.00	\$3,000.00	\$3,000.00		West Lie Walter					1.00			\$3,000.00			1.	
	Remove & Replace AARV Assembly	EA	1.00	\$600.00	\$600.00	CONTRACTOR OF THE PARTY OF THE	THE PARTY OF THE P	70.00 - 27-37 o				1.00			\$600.00			1.	
	Comb. Air Release/Air Vacuum Valve Assembly, 2-Inch	EA	1.00	\$1,700.00	\$1,700.00	HER THE PARTY OF T			1000000	AND THE RESIDENCE		1.00			\$1,700.00 \$3,200.00	The second secon			.00

CITY OF C	20 To 174 LT 10	TAPAN						Programme (A)				Barbar Montage							
PROJECT		OX 1900		1										1		4			
	ION: NW 38th Ave/SE 20th St. Extension	E GROUND, WA														1			
	Roadway Improvements, Ph. 1	Phone	: (360) 687-1148			STP Funding	Tracking	TIB Funding	Tracking	PWTF Fundir	g Tracking	WTR/SWR Fundi			N A		1		
PAY ESTIN	MATE #7				1	(Expenditures r	ot to Exceed	(Expenditures	not to Exceed	(Expenditures after Groups 1 &2)		(Schedule B It	ems Only)			Santana and Artistana and Arti		Totals to Data	
Council Me	eeting Date: November 4, 2013	Origina	al Contract Total	1: \$3,651,231.3	3	\$1,140,5	99.00)	\$1.75	MIL.)					Previous Esti	mate #	Current Est	timate #	Totals to Date	
Work Period Date: September 1, 2013 to October 14, 2013			(Includes Sale	s Tax Amount:	\$9,093.08)	Expenditures to Date Group 1		Expenditures to Date Group 2		Expenditures to Date Group 3		Expenditures to Date Group 4						QUANTITY TOTAL	
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL	UNIT	CONTRACT	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TO DATE
	ary Sewer		QUANTITY	FRICE	TOTAL									THETTOGO					
	PVC Sanitary Sewer Pipe, 10° Dia. (ASTM D3034)	1	1 44.00	212.00		CONTROL SECURIOR SECU		ATTENDED OF THE REAL PROPERTY.		CTARLE DE L'ANGE DE LA CONTRE DE	MATERIAL STREET	39.00	\$1,794.00	39.00	\$1,794.00			39.00	\$1,794.00
		LF		\$46.00	\$1,886.00									290.00	\$17,400.00			290.00	\$17,400.00
	PVC Sanitary Sewer Pipe, 10" Dia. (ASTM D2241)	LF	284.00	\$60.00	\$17,040.00		ALCOHOLD THE	THE RESERVE OF THE PARTY OF THE	THE PROPERTY OF	CONTRACTOR OF STREET	THE REAL PROPERTY.	290.00	\$17,400.00		\$3,700.00			1.00	\$3,700.00
	Plug Valve, 10-inch	EA	1.00	\$3,700.00	\$3,700.00			E DESCRIPTION OF		NO VENTAL PROPERTY		1.00	\$3,700.00	1.00				1.00	\$1,200.00
	Step AARV (Non-Traffic Rated)	EA		\$1,200.00	\$1,200.00	S rotal to the least of 8	THE PROPERTY.			STREET, STREET		1.00	\$1,200.00	1.00	\$1,200.00			126.00	\$126.00
	esting Sewer Pipe	LF	325.00	\$1.00	\$325.00						105 VETST	126.00	\$126.00	126.00	\$126.00			2.00	\$800.00
B 21 S	Sewer Cleanout	EA	2.00	\$400.00	\$800.00							2.00	\$800.00	2.00	\$800.00			2.00	\$104,802.50
	Subtota	d			\$108,251.00								\$104,802.50		\$102,927.50		\$1,875.00		\$104,002.00
	B Change Orders																		
	tem E-CCO #5 Installation of Soil Filter		1.00	\$1,250.00					A Des Contracts									1.00	\$12,105.00
	em C-CCO #8 Additional 4-inch Gravity Line to Pmp Station		1.00	\$12,105.00				60000000000000000000000000000000000000				1.00	\$12,105.00	1.00	\$12,105.00			1.00	\$10,813.61
lt lt	tem D-CCO #9 Additional 4-1" Wtr Taps/2-2" Swr Taps	TO SEL	1.00	\$10,813.61								1.00	\$10,813.61	1.00	\$10,813.61			1.00]	\$22,918.61
				_	-								\$22,918.61	B	\$22,918.61 \$2,954,279.90	Current Estimate	\$594,928.77	Totals to Date	\$3,549,208.67
1			RACT TOTAL		\$3,648,208.25	STP TOTAL	\$1,129,508.75	TIB Total	\$1,744,924.15	PWTF Total	\$569,973.27	WTR/SWR Total	\$104,802.50	Previous Estimate		ACTION OF THE PARTY OF THE PART	\$554,520.77	CO'S To Date	\$34,008.61
	CHAN	GE ORDI	ERS TO DATE			CO'S To Date	\$11,090.00	CO'S To Date		CO'S To Date		CO'S To Date	\$22,918.61	CO'S To Date	\$34,008.61	CO'S To Date	\$594,928.77	Subtotal	\$3,583,217.28
			SUBTOTAL		\$3,648,208.25	Subtotal	\$1,140,598.75	Subtotal	\$1,744,924.15	Subtotal	\$569,973.27	Subtotal	\$127,721.11	Subtotal	\$2,988,288.51	Subtotal	\$157.50	Sales Tax (8.4%)	\$10,728.57
	SALES TAX (8.4%)	- SCHE	DULE B ONLY		\$9,093.08							Sales Tax (8.4%)	\$10,728.57	Sales Tax (8.4%)	\$10,571.07	Sales Tax (8.4%)		Total	\$3,593,945.85
		TOTA	L CONTRACT		\$3,657,301.33	Total	\$1,140,598.75	Total	\$1,744,924.15	Total	\$569,973.27	Total	\$138,449.68	Total	\$2,998,859.58	Total	\$595,086.27	Total	\$5,055,540.00
1																			
1				his Estimate	Previous Totals	Totals to Date													
	Sch. A STP - Account Number: 313-00-59	95-300-65	5	\$31,683.00	\$1,108,915.75	\$1,140,598.75 (/	Not to Exceed \$1.14	10 mil.)											
	Sch. A TIB - Account Number: 313-00-59	5-300-65	5	A STREET	\$1,744,924.15	\$1,744,924.15 (Not to Exceed \$1.75	5 mil.)	Dry Utilities Not TIE	Eligible=\$5,052.50									
	Sch. A PWTF - Account Number: 313-00-59	5-300-65	5	\$561,370.77	\$8,602.50	\$569,973.27 (/	Remaining Amount	after STP/TIB)	Dry Utilities Moved	to PWTF=\$5,052.50									
	Sch. B - Water Account Number: 424-00-59	4-340-65	5	\$1,707.30	\$93,409,48		Amounts Incl. Tax)												
	Sch. B - Sewer Account Number: 424-00-59	4-350-65	5		\$40,243.50	\$40,243,50 (/	Amounts Incl. Tax)												
8	Sch. B - Fire Suppression Acct. No.: 001-09-52	22-230-35		\$325.20	\$2,764.20		Amounts Incl. Tax)												
	0 1- 0-11		is Estimate =	\$595,086.27	\$2,998,859.58	\$3,593,945.85		Sewer Not TIB Eligibl	e (Totals to Date)=	\$138,449.68	-								
1	(Inila (ISh for 10	109	1/13	Shill	17.	10/2	9/13		66.	f' Carate	tur 10	-29-13							
`								_	ngineering Manage		10								



13-48660



October 9, 2013

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

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 <u>return both copies with original signature</u> for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

 A check in the amount of \$3000.00 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 \$1150.00 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, an additional processing fee of \$600.00 will be accessed.

Sincerely,

Tanita Thomas

Associate Contract Specialist

Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective ______, 20__ (the "Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor") and CITY OF CAMAS, a Washington, corporation ("Licensee").

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

GENERAL

- 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, sixteen (16) inches in diameter inside a(n) twenty four (24) inch STEEL casing (collectively, the "Pipeline"), across or along Licensor's rail corridor at or near the station of Camas,, County of Clark, State of WA, Line Segment 0047, Mile Post 24.60 as shown on the attached Drawing No. 1-59066, dated September 26, 2013, attached hereto as Exhibit "A" and incorporated herein by reference (the "Premises").
- 2. <u>Term.</u> 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. <u>Existing Improvements</u>. 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. <u>Use of the Premises</u>. 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 WATER, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
- 5. <u>Alterations</u>. 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. <u>License Fee.</u> Licensee shall pay Licensor, prior to the Effective Date, the sum of three thousand and No/100 Dollars (\$3000) as compensation for the use of the Premises.

Costs and Expenses.

- 7.1 For the purpose of this License, "cost" or "costs" and "expenses" 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. <u>Payment Terms.</u> 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

- 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 rall 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, at 1313 W. 11th Street Vancouver, WA 98660, telephone (360) 418-6415, 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.
- 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.
- 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.
- Licensor may direct one or more of its field engineers to observe or inspect the construction 11.7 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 half 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 fiability allocation hereunder.

12. Boring and Excavation.

- 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.
- 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.
- 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 Indemnitee 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 Indemnitee. 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. <u>Insurance</u>. 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 Licenser.

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 <u>Business Automobile Insurance</u>. 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.
- 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 cut 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 \$1150.

- I elect to participate in Licensor's Blanket Policy;
- I elect not to participate in Licensor's Blanket Policy.
- 15.5 <u>Pollution Legal Liability (PLL) Insurance.</u>
 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 Ileu 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, Licensor 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 Licensor shall not be limited by the amount of the required insurance coverage.

15.6.12 For purposes of this Section 15, Licensor 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.
 - Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor'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.contractororientation.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 ferm 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.
 - 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 Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section 17.2.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's 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 Licensee's 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 Licensor 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 Licensor 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, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor 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 Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's 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.
- 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. <u>Disclaimer of Warranty for Quiet Enjoyment</u>. 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 Licensor 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. <u>Liens and Charges</u>. 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. <u>Taxes</u>. 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. <u>Default and Termination</u>. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of Section 15, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
 - 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of Section 26 below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in Section 15.
 - 23.2 Should Licensee not comply fully with the obligations of Section 17 regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
 - 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 23 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
 - 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from

any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

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

MISCELLANEOUS

25. <u>Successors and Assigns</u>. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or

delayed by Licensor. Any attempted assignment by Licensee in violation of this Section 26 shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

- For purposes of this Section 26, the word "assign" shall include without limitation (a) any 26.2 sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 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 Licenser 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 mall, 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 Licensor:

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 2500 Lou Menk Dr. – AOB3

Fort Worth, TX 76131

Altn: Senior Manager Real Estate

If to Licensee:

City of Camas 616 NE 4th Ave Camas, WA 98607 Attn: Mr. Jim Hodges

- 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. <u>Recordation</u>. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
- 30. <u>Applicable Law.</u> 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. <u>Severability</u>. 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 Licensor 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 Licensor harmless in any prior written agreement between the parties.
- 33. <u>Joint and Several Liability</u>. 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. <u>Waiver</u>. 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. <u>Interpretation</u>.
 - 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.
 - 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. <u>Licensor's Representative</u>. 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:

LICENSOR;		
BNSF RAILWAY COMPANY a Delaware corporation		
	Ву:	Jones Lang LaSalle Brokerage, Inc., 4300 Amon Carter Blvd, Suite 100 Fort Worth, TX 76155
	Ву:	
	Tille:	Ed Darter Vice President - National Accounts
	Date:	
LICENSEE:		
CITY OF CAMAS a Washington corporation		
	Ву:	616 NE 4th Ave Camas, WA 98607
	Ву:	
	Title:	
	Date:	

EXHIBIT "A" ATTACHED TO CONTRACT BETWEEN BNSF RAILWAY COMPANY AND CITY OF CAMAS GP&S PL SECTION:_ WA-03 SCALE: 1 IN. = 100 FT. TOWNSHIP:___ 1 N NORTHWEST DIV. RANGE: 3E \$-05 FALLBRIDGE ____ SUBDIV. L.S. <u>0047</u> MERIDIAN: WILLM DATE 09/26/2013 Operant 15 \$51853 PROPERTY LINE ESMT +990 [] pol 99 ପ୍ରିୟୁ Pci 85 Pc/85 TO PORTLAND Pc/85 PROPERTY 2ND AVE SEO 6TH AVEC DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD CASING CASING CARRIER CARRIER PIPE PIPE PIPE PIPE WORKING PRESSURE: 100-110 PSI BURY: BASE/RAIL TO TOP OF CASING BURY: NATURAL GROUND BURY: ROADWAY DITCHES CATHODIC PROTECTION 24" 100' SIZE: WATER DUCTILE IRON CLASS 51 7 CONTENTS: PIPE MATERIAL: 1 A53 GR B BURY: NATURAL GROUNT O.312" BURY: ROADWAY DITCHE BIT. ASPHALT CATHODIC PROTECTION SPECIFICATION/GRADE: WALL THICKNESS: COATING: VENTS: NUMBER ____ SIZE ___ HEIGHT OF VENT ABOVE GROUND ___ NOTE: CASING TO BE JACKED OR DRY BORED ONLY AT CAMAS COUNTY OF CLARK STATE OF WA JLC



Staff Report Final Plat for Hills at Round Lake, Phases 1, 2, and 3

File No. FP13-03

(Related Files: SUB05-16, SUB11-01, BLA13-03, BLA13-04, BLA13-05, BLA13-06, MinMod12-08)

October 29, 2013

TO:

Mayor Higgins

City Council

MEETING DATE: November 4, 2013

FROM:

Wes Heigh, Project Manager

Sarah Fox, Senior Planner

LOCATION:

The development is located west of the intersection of NE Woodburn Drive and S.E Crown Road. The project can also be described as Tax assessor #123228-000, and NW ¼ of Section 1, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington.

OWNER: Lennar Northwest

11807 NE 99th St, Suite 1170 Vancouver, WA 98682

APPLICABLE LAW: The application was submitted on August 30, 2013, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

BACKGROUND INFORMATION

Phase 1 - 18 Single-family lots

Acreages/Areas:

Phase 2 – 25 Single-family lots

Total for Phases 1-3: 17.32 acres

Phase 3 - 26 Single-family lots

Open space (incl. in total): 2.64 acres

The Hills at Round Lake is a 333 lot planned residential development, which received master plan approval on October 4, 2010. The master plan included 13 phases; whereas the preliminary plan had seven. The request is for final plat approval for the first three phases for a total of 69 lots. Staff found that the applicant has met the requirements in accordance with CMC§17.21.060.

This staff report addresses the requirements for final plat approval of Phases 1, 2, and 3. There are lot numbers within the conditions of SUB05-16 and street names, which differ from the proposed final plat. Where these have occurred, staff made note of the changes.

Conditions of Approval (SUB05-16)

1. Stormwater treatment including nutrient control and detention facilities shall be designed in accordance with the 1992 Puget Sound Stormwater Manual design guidelines. Final stormwater calculations shall be submitted at the time of final construction plan submittal.

Findings

Final calculations for Phases 1, 2, 3, are on file.

- 2. All construction plans will be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.
- 3. Underground (natural gas, CATV, power, street light and telephone) utility plans shall be submitted to the City for review and approval prior to approval of the construction plans.
- 4. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved subdivision. The City will supply the list of required signs, markings and barriers at the time paving is scheduled.
- 5. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer's estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.
- 6. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners.
- 7. A homeowner's association (HOA) will be required for this development. The applicant will be required to furnish a copy of the C.C. & R.'s for the development to the City for review. Specifically, the applicant will need to make provisions in the C.C. & R.'s for maintenance of the stormwater detention and treatment facilities, any storm drainage system, fencing, landscaping, retaining walls, Tracts or easements outside the City's right of way (if applicable).
- 8. Building permits shall not be issued until this subdivision is deemed substantially complete and the final plat is recorded and approved by the Planning, Engineering, Building and Fire Departments.
- 9. The applicant shall remove all temporary erosion prevention and sediment control measures from the site at the end of the two-year warranty period, unless otherwise directed by the Public Works Director.
- 10. Final plat and final as-built construction drawing submittals shall meet the requirements of the CMC 17.11.060, CMC 17.01.050 and the Camas Design Standards Manual for engineering as-built submittals.

PLANNING

- 11. A final master plan shall be approved prior to final plat approval of any phase. The final master plan shall include lot design and layout of all proposed "Pods" and all other conditions as required for approval pursuant to Chapter 18.23 and Chapter 17.13 CMC.
- 12. The sequencing of the proposed phases is not approved with this preliminary master plan. The sequence of the phasing plan shall be approved with the final master plan with the exception of the school site, which is approved as part of phase one.

Construction plans for Phases 1, 2, were approved on 10/21/2011 and Phase 3 on 6/18/2012.

Complies for Phases 1, 2, and 3.

Complies for Phases 1, 2, and 3.

A fee of \$40,806 was paid for Phases 1, 2, and 3 on 6/18/2012.

Locations for monument signs were approved on the preliminary landscape plans with file #SUB05-16.

Complies for Phases 1, 2, and 3.

In progress

In progress

Complies for Phases 1, 2, and 3. As-built drawings were submitted on 10/14/2013.

Approved on October 4, 2010

Approved with 13 phases on October 4, 2010

- 13. Sales Offices: The applicant is permitted to operate one sales office in a model home and/or trailer <u>per phase</u>. [Emphases added for this report.]
- a. There are <u>seven</u> proposed locations that <u>shall be allowed</u> placement of a sales office and/or model home. [Emphases added for this report.]
- b. Occupancy of a unit as sales office shall expire 18 months from the date of building permit issuance for said sales office, unless prior to this date the applicant provides a written request to the Community Development Director for an extension. The Community Development director may grant a one time reasonable extension not to exceed one year upon a showing that more than 10 lots remain unsold in the phase in which the sales office is located. A written request for an extension shall be submitted prior to the expiration date. In no case will additional extensions be granted.
- c. The hours of operation of a sales office(s)e or model home(s) shall be limited to 12-6pm March 21 through September 20th and 11-5pm from September 21st to March 20th, 7 days a week and the maximum number of employees at the site shall be limited to two. This condition will allow for after hour appointments.
- d. All sales trailers are subject to obtaining building permits prior to occupancy. In particular permits shall be required for foundations, plumbing and sewer.
- e. The sales offices shall be ADA accessible. If a trailer, then an ADA ramp shall be approved with the building permit process.
- $f.\ \$ House numbers shall be posted on the buildings and be clearly visible from the street.
- g. If sales office is located within a model home, the structure shall be fully sprinklered. If sales office is in a trailer, then fire extinguishers and appropriate signage shall be posted.
- h. Landscaping shall be provided at the perimeter of the sales office site and shall be maintained for the duration of the operation of the office, to include replacement plantings.
- i. Off street parking shall be provided on an all-weather surface for each employee plus one space per 400 square feet of building. A designated van accessible parking space will be provided for each sales office, with required signing and striping, and approved paving surface.
- j. Each sales office is permitted one permanent sign, which shall be limited to six square feet in area and may not exceed six feet in height. Signs may not have clusters of flags, ribbons, streamers, flashing or blinking lights, twirlers or balloons.
- k. The applicant shall remove all physical evidence of the sales office within 60 days of the expiration of each sales office as noted above. The Community Development Director may grant one (1) extension of 30 days for removal upon the applicant filing a written request for such extension prior to the end of the initial 60 day period.
- 14. Lots adjacent to the Type II Stream shall maintain the 50-foot buffer as established in the Development Agreement (#4017467).
- 15. The applicant shall revise lots adjacent to the Class III wetlands to maintain a 50-foot buffer and as established in the Development Agreement (#4017467).
- 16. Multi-family housing and single-family attached housing (Pod C) shall be subject to Design Review approval prior to issuance of building permits.

There were seven phases with the preliminary approval and now there are 13 phases.

This condition is inconsistent with the previous condition.

Not applicable prior to final plat approval.

Not applicable to these Phases.

Not applicable to these Phases. Phase 1 lots are adjacent to a Class IV wetland and a 25-foot buffer has been maintained.

Not applicable to these Phases.

- 17. The applicant shall be required to provide final landscape plans acceptable to the City prior to final engineering approval of each phase. An acceptable plan for tot lots to include a play structure and picnic tables, or approved equivalent. The tot lots and recreational open space trails shall be installed prior to final plat approval of each phase.
- 18. Prior to final plat approval of each phase, a wall of acceptable height and materials (6-foot block or concrete) or other combinations of landscaping, walls and/or fencing acceptable to the City, will be installed along the **Trillium Drive** and NE 35th Avenue to provide privacy and security to the residence, and uniformity in design as proposed by this application. Final landscaping and wall/fence plans shall be included with engineering plans of each phase.
- 19. The applicant shall revise lots 19-22 of "A4", lots 1-7 of "A2", and lots 28-30 of "A2" to provide a minimum landscaped buffer of 10-feet to include fencing or wall in uniformity with the master plan.

ENGINEERING

- 20. The applicant shall revise the lot lines to be at right angles or radial to curved streets in accordance with CMC 17.19.030 (D2). The following lots be revised to comply with this requirement prior to final engineering plan approval and final plat approval: "A1" lots 1-5; "A3" lots 2, 3, 6, 7, 11, 12, 28, 29 and 31-33; "A4" lots 5, 30-32, 38-42 and 47; "B1" lots 4-6; "B2" lots 17, 18, 21-23, 28, 29 and 90-93.
- 21. Prior to final engineering plan approval for any phase the applicant shall submit an acceptable landscaping plan for the stormwater facilities located adjacent of NE Trillium Drive showing the proposed fencing, enhanced landscaping, view terrace, shade structure and bench materials and locations.
- 22. Prior to final engineering plan approval the applicant shall demonstrate that adequate site distance will be provided at any substandard curve radius on NE Trillium Drive and NE 35th Avenue, and that adequate advisory speed limit signage will be installed.
- 23. The applicant shall provide street extensions acceptable to the City to Tax Lot 31, 32, Tax Lot 33 and Tax Lot 4/1 in accordance with CMC 17.19.040 (B) (6a).

24. The applicant shall provide a minimum of 29 additional off street parking spaces with Alternate B (no school site) and a minimum of 24 on-street parking spaces with Alternate A (school site) in locations acceptable to the City prior to final engineering plan approval for the first phase and prior to final master plan approval.

Complies for Phases 1, 2, and 3.

In compliance for Phases 1, 2, and 3. Note that Trillium Drive (preliminary) was also named Olympic Drive (master plan) is currently named Woodburn Drive.

Not applicable. The applicant has revised the numbering of the lots from the preliminary drawings, and the Phase 1, 2, and 3 lots are within the original "Pods" A1 and B1.

The lot lines within Phases 1, 2, and 3 (Pods A1 and B1) are in compliance.

Installed as approved.

Signs are posted in compliance.

The applicant has provided acceptable street access as follows:

- "NE Wurdeman Place" abuts Tax Lot 33
- "NE 38th Ave." abuts Tax Lot 31/32
- "NE Umatilla Street" to Lot 4/1.

Phase 1 provided four spaces at Tract E. Phase 2 provided four spaces at Tract B. None required at Phase 3.

- 25. The applicant shall install the off-site water improvements as described in the Gray and Osborne memorandum of September 2005. The off-site water improvements in SE Crown Road from NE 3rd Ave. north to the development site shall be upsized for this development and for future area capacity as determined in said memorandum. These improvements shall be connected at Nourse road and completed prior to substantial completion of any phase of this development. Reimbursement in part for these off-site improvements is contingent upon the applicant entering into an agreement or agreements with the City per the development agreement between the City and the applicant as recorded under auditor's file 4017467, Clark County records.
- 26. The applicant shall provide a left turn lane on SE 283rd Avenue with a minimum storage length of 100 feet for north bound traffic turning west bound into the project site on NE 35th Avenue. The applicant has proposed a temporary access point (refer to Exhibits 26 and 28) from the development to SE 283rd that is aligned 220 feet south of SE 23rd Street. Full ingress and egress to SE 283rd will be allowed provided the applicant meets adequate sight distance. The applicant shall dedicate the necessary right of way for the future permanent roadway alignment as identified in the plans. The applicant shall dedicate to the City an easement over the proposed realigned roadway to SE 283rd until the permanent alignment is installed and approved by the City.
- 27. The applicant shall complete the installation of the off-site sewer improvements down SE Crown Road to connection with the existing City sewer system prior to issuance of building permits for any phase.
- 28. No construction spoils shall be placed on building lots. Any fill material placed on lots must be engineered structural fill, unless placed in the front or rear setback to a maximum of 6 inches in total depth.
- 29. The development shall comply with Camas Municipal Code (CMC) 15.32 for any land disturbing activity. The applicant shall submit an erosion prevention/sediment control plan in accordance with CMC 15.32 for any land disturbing activity that disturbs an acre or more or adds 5000 square feet or more of impervious surface. In accordance with CMC 17.21.030 the applicant shall be required to furnish to the City an approved form of security (e.g. Erosion Control Bond). The bond is to be in the amount of 200% of the engineer's estimated cost of the erosion prevention/sediment control measures, including associated labor. The City reserves the right to tap the bond to recover costs associated with enforcing, removing or rectifying any unauthorized dumping, filling or grading.

30. SEPA mitigation measures

i. An Erosion Control Plan consistent with City requirements to include compliance with the Stormwater Management Manual for Western Washington, February 2005 shall be prepared and submitted for review and approval, and implemented prior to any earth disturbing activities. Additional erosion control measures shall be implemented consistent with best available practices as necessary to control erosion.

ii. Grading and all other earthwork to occur during dry summer months, unless the wet weather construction methods are adopted in accordance with the geotechnical report by Columbia West Engineering, Inc (June 25, 2003 and specified on pages 12-13). This condition adopts the June 25, 2003 report by reference for this condition. The geotechnical engineer of record, Columbia West Engineering, shall provide construction observation during any wet weather grading on slopes steeper than 15%.

iii. Prior to final plat approval of each phase, the engineer of record shall submit a geotechnical report acceptable to the City Engineer.

Off-site water improvements are complete. This criterion is satisfied for all phases.

Roadway alignment is approved and has been constructed for the Phases 1, 2, 3.

Complies for Phases 1, 2, and 3.

iv. Fugitive emissions associated with construction shall be controlled at the excavation site, during transportation of excavated material, and at any disposal site.

v. Surface water treatment and conveyance systems shall be designed in accordance with the 1992 Puget Sound Stormwater Manual (as revised). Stormwater runoff shall be treated for quality and controlled in quantity prior to discharge. Storm water treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Storm Water Manual design guidelines (as revised). Final storm water calculations shall be submitted at the time of final construction plan submittal.

vi. The Revised Wetland Mitigation Plan, prepared by the Resource Company (dated September 14, 2006) shall be implemented prior to final plat approval of Phase One with the following modifications:

- The applicant shall be required to install temporary fencing around the sensitive areas prior to earthwork;
- Permanent signage shall be installed that reads "Wetland buffer Please leave in a natural state." Signs shall be posted every 100 feet or at least one per lot, whichever is less; and
- Permanent and continuous fencing shall be installed along the rear and sides of lots adjoining sensitive areas.
- The mitigation plan shall require financial surety of 105% of the total cost of the initial installation, in a form acceptable to the City, to ensure success of the mitigation plan. The monitoring and financial surety program will run a period of 10 years.
- The applicant shall secure all required local, state, or federal permits prior to construction of improvements.

vii. The following measures shall be in place to reasonably protect the significant trees as defined in CMC 18.31.040, both within the open space tracts and individual lots... (Staff note: omitted from this report for brevity and given that this condition is not applicable to these phases.)

- The construction of trails and the installation of services shall occur outside of the drip line of the protected significant trees.
- Only invasive species as identified by the biologist of record may be removed within open spaces and in accordance with the then applicable codes.

viii. To help minimize noise impacts to the adjacent residential neighborhoods, equipment shall be properly muffied and construction regarding site improvements shall be confined from 7:00 a.m. to 7:00 p.m., Monday through Friday, 8:00 a.m. to 5:00 p.m., Saturday, excluding City observed holidays and Sundays. Furthermore, maintenance and fueling of construction equipment shall be confined from said times and days

- 31. At the time of the final plat of the second phase, a minimum density of six units per net acre shall be provided. The net acreage will be defined as the gross site area less roads (public and private), open space and sensitive lands. The density shall be determined on a cumulative basis including the previously recorded phase(s). A minimum density of six units per net acre shall be required on an overall project basis for any remaining phases at the time of the platting of the phase.
- 32. The following notes shall be added to the final plat of all phases...

(*Staff Note: The required notes are omitted from this report for brevity, however they are provided on the plat as described with this criterion.)

Complies for Phases 1, 2, and 3.

Complies for Phases 1, 2, and 3.

Initial installation occurred in 2007.

Fencing and signs are installed as required at Tract B wetland.

Financial surety in the amount of \$82,444 is in place.

No significant trees were required to be retained with these three phases.

No trails were constructed in Phases 1, 2, and 3.

Ongoing

Complies for Phases 1, 2, and 3.

Compliance met at master plan approval.

Complies for Phases 1, 2, and 3.

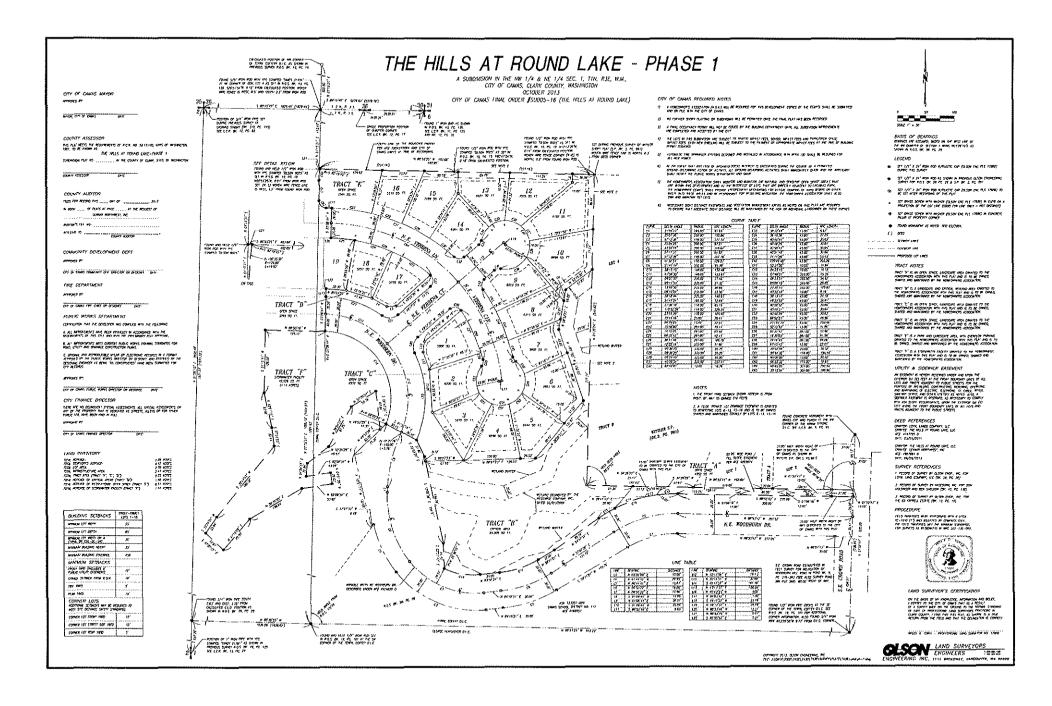
Final Plat Criteria for Approval (CMC 17.21.060-C)

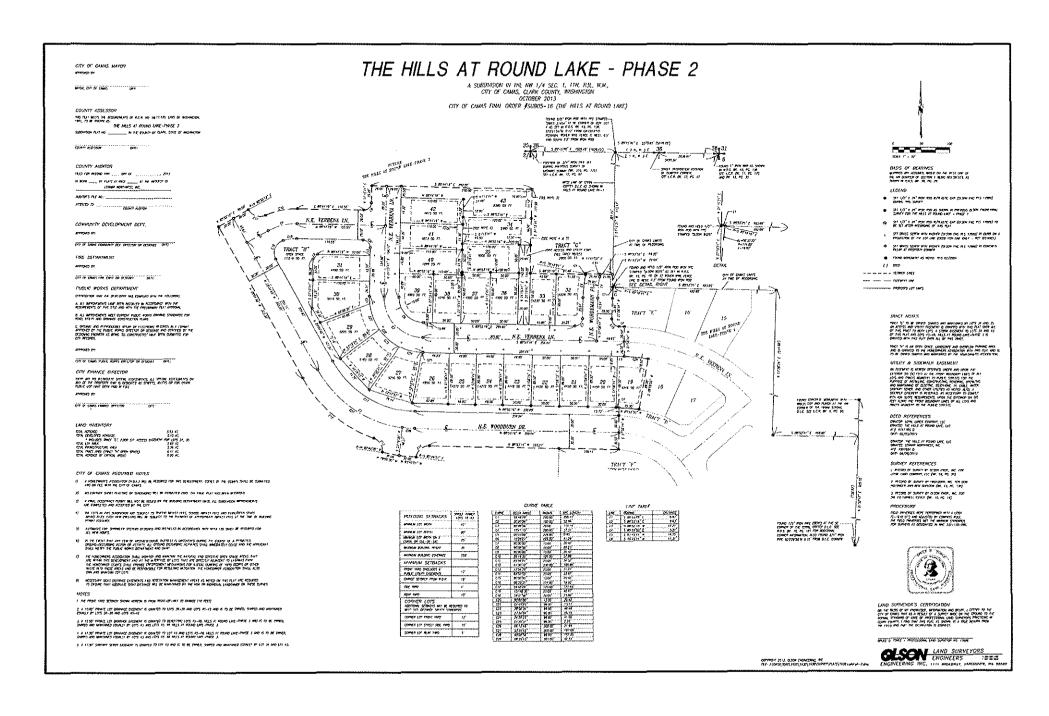
- 1. That the proposed final plat bears the required certificates and statements of approval;
- 2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate;
- 3. That the facilities and improvements required to be provided by the developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat an improvement bond or other security in conformance with CMC 17.21.040:
- 4. That the plat is certified as accurate by the land surveyor responsible for the plat;
- 5. That the plat is in substantial conformance with the approved preliminary plat; and
- 6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval.

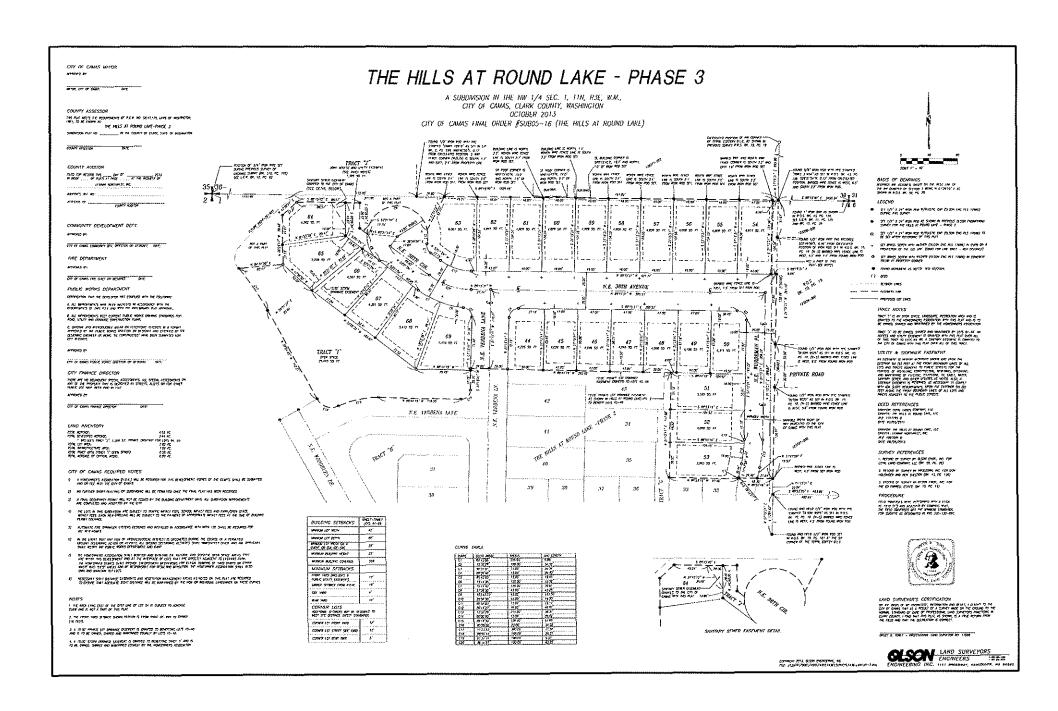
Findings: The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.

Recommendation

Staff recommends that Council **APPROVE** the final plat of the Hills at Round Lake, Phases 1, 2, and 3 (file #FP13-03) as submitted.









STAFF REPORT

FROM: Eric Levison

DATE: February 13, 2013

ITEM: Mandatory garbage service impacts

Summary:

At the January 7th workshop a citizen requested that Council consider the impacts of mandatory garbage to the low/senior customer. Since that meeting other citizens have expressed concern of the costs associated with mandatory service on fixed income households or low usage homes. The citizens expressed that they generate very little garbage. In response to a similar issue in the past, Council authorized the bi-monthly service currently in code. At the February 4th Council Workshop, Council requested this item return at the next meeting for policy discussion. Staff has corresponded with Municipal Research Services Center (MRSC), and gathered other local agency programs and has formed the following options as a starting point for Council consideration.

In developing recommended options staff considered the following guidelines:

- Simple to administer
 - o Staffing concerns to process requests and documentation requirements
 - o Income verification concerns
 - o Limited impact on current billing procedures
 - Limited impact on current collection procedures
- Provides help for the target group as defined by Council
- Provides the least impact to other rate payers

Options:

- 1. Establish a list of outside agencies that provide low income/senior assistance to customers
- 2. Duplicate City of Vancouver services, establish a once per month service option that would have a lower cost than our current every other week service.

- a. Sanitation staff has some health and compliance concerns with this option. Would require modification of CMC 13.80.060 (see below for content)
- b. County Health Department will have input and some regulatory influence as it relates to WAC 173,350,300
- c. County Health may require a codified enforcement remedy for health related concerns.
- d. Will required additional rate analysis
- 3. Establish a billing option for citizens to voluntarily donate to a fund that would provide assistance for qualified customers
 - a. Will require procedures for audit and tracking of funds
 - b. Will require procedures on distribution of funds
 - c. Will required procedures on qualifying customers
 - d. Will require added staff time to monitor individual accounts for compliance
 - e. Staff suggests an independent committee establish customer financial assistance guidelines
- 4. Establish a subsidized rate for qualified customers in accordance with RCW 74.38.070
 - a. Will required procedures establishing qualifying customers
 - b. Will require individual account management to track the subsidies and compliance
 - c. May require additional rate analysis to assess impacts to overall rate base

RCW 74.38.070 provides the utility the authority to establish subsidized rates for qualified customers. MRSC also interrupts Article 8, Section 7 of the State Constitution to allow for "gifts of public funds in support of the poor and infirm.

Shawn Macpherson, City Attorney, has reviewed the attached material and has the following comment; "I have reviewed RCW 74.38.070, which authorizes the City to provide reduced utility rates for low income senior citizens or other low income citizens. I also noted that RCW 35.92.020(5) authorizes the City to "provide assistance" in relation to aiding low income persons with sewerage and solid waste handling services. Underlying these issues is the prohibition within the Washington State Constitution under Article VIII, Section 7, that prohibits the City from loaning credit to or in aid of any individual.

Multiple jurisdictions within the State of Washington have authorized reduced utility rates for properly qualified low income senior citizens and other low income

citizens. RCW 74.38.070 does not provide significant guidance as far as determining who is properly qualified as "low income." There should be easily discernable standards established, and the materials you provided to me outline some of the options utilized by other jurisdictions in the State of Washington."

The MRSC link below provides a good overview of the issue with multiple examples how other agencies have responded. The basic information from this link is also copied below.

http://www.mrsc.org/subjects/pubworks/utilbill/lowincomeutilities.aspx

Authority:

RCW 74.38.070

Reduced utility rates for low-income senior citizens and other low-income citizens.

Notwithstanding any other provision of law, any county, city, town, public utility district or other municipal corporation, or quasi municipal corporation providing utility services may provide such services at reduced rates for low-income senior citizens or other low-income citizens: PROVIDED, That, for the purposes of this section, "low-income senior citizen" or "other low-income citizen" shall be defined by appropriate ordinance or resolution adopted by the governing body of the county, city, town, public utility district or other municipal corporation, or quasi municipal corporation providing the utility services. Any reduction in rates granted in whatever manner to low-income senior citizens or other low-income citizens in one part of a service area shall be uniformly extended to low-income senior citizens or other low-income senior citizens in all other parts of the service area.

From the MRSC web site "Article 8, Sec. 7 of the state constitution permits "gifts" of public funds in "support of the poor and infirm," which has been interpreted by the courts to mean "poor *or* infirm." See, e.g., <u>Health Care Facilities Authority v.</u> <u>Ray</u>, 93 Wn.2d 108 (1980)."

Agency examples from MRSC website:

Senior and Low-income Utility Rate Discounts

Contents

- Introduction
- Statutes and Rate Methodology
- Ordinance Provisions

- Forms
- Voluntary Contribution Utility Assistance Programs

Introduction

This page provides information on the authority for Washington local governments to provide senior, low-income, and disability discounts to utility customers, the methods used for qualification, and examples.

Statutes and Rate Methodology

RCW 35.92.020(5) authorizes cities to "provide assistance to aid low-income persons in connection with services provided under" chapter 35.92 RCW ("Municipal Utilities"), and RCW 35.67.020(5) provides cities the same authority with respect to sewerage services. RCW 36.94.140(4) provides identical authority for counties.

Also, <u>RCW 74.38.070</u> provides authority for cities, counties, public utility districts, and any other municipal corporation or quasi-municipal corporation providing utility services to offer reduced utility rates for low-income senior citizens and other low-income citizens.

Article 8, Sec. 7 of the state constitution permits "gifts" of public funds in "support of the poor and infirm," which has been interpreted by the courts to mean "poor *or* infirm." See, e.g., *Health Care Facilities Authority v. Ray*, 93 Wn.2d 108 (1980).

Some utilities limit their discounts to low-income senior citizens. Many, however, include the disabled. Most of the ordinances below define "disabled" to be those people who qualify for special parking privileges under RCW 46.16.381(1)(a) through (f) and blind people as defined in RCW 74.18.020(4). Chehalis, however, requires that customers applying for the totally disabled customer rate furnish proof of such a disability from the Social Security Administration. Port Angeles includes those who qualify for supplemental social security benefits due to a disability. Richland adds developmentally disabled citizens as defined in RCW 71A.10.020(2) and mentally ill as defined in RCW 71.05.020(1) with low incomes. In some cases, the utility requires that this person be the head of household and in other cases, a restriction on the income level of any cotenant is placed.

Edmonds is one of the few cities that exempts all low-income people (total disposable income including that of his or her spouse or cotenant does not exceed the amount specified in RCW 84.36.381(5)(b))

In defining "low-income," there are a number of different approaches:

- 1. Use some percentage of the <u>median income that the U.S. Department of Housing and Urban Development estimates for the state, the Seattle PMSA, the Tacoma PMSA and six MSAs;</u>
- 2. Use some percentage of the <u>U.S. Department of Health and Human Services Poverty Guidelines</u>;

- 3. Use the income level set by the statutes in <u>RCW 84.36.381(5)(b)</u> to qualify for a property tax exemption; or
- 4. Use some other number that the city council determines (Chehalis is an example).

The third approach might be the easiest to administer because the utility can ask the person applying for the reduced rates for a copy of the property tax exemption, and, presumably, the county assessor has checked the income levels.

Ordinance Provisions

- Bainbridge Island Municipal Code <u>Secs. 13.16.080 -13.16.086</u> Low income senior citizen, disabled citizen discount
- Bellevue Municipal Code Ch. 24.10 Utility Service Charge Relief
- Buckley Municipal Code Ch. 14.16 Low income utility discounts
- Chehalis Municipal Code:
 - Sec. 13.16.080 Low-income senior citizen customer and totally disabled customer utility discount rate
 - Sec. 13.12.130 Base water rates for low-income senior citizen customers and totally disabled customers
- East Wenatchee Municipal Code <u>Ch. 4.34</u> Rates for low-income seniors and low-income disabled
- Edmonds Municipal Code <u>Sec. 7.30.070</u> Water, stormwater, and sewer rates reductions for low-income citizens
- Ferndale Ordinance No. 1638 (2), passed 02/07/2011 Amends Sec. 13.04.090 to expand the water/sewer/storm rate assistance program to all qualifying low-income utility customers
- Issaquah Municipal Code <u>Ch. 13.92</u> Senior citizen and low-income citizen fee reductions
- Oak Harbor Municipal Code Ch. 3.90 Low-income credit on utility bills
- Port Angeles Municipal Code <u>Ch. 13.20</u> Utility discount for low-income senior citizens and disabled citizens
- Richland Municipal Code <u>Sec. 3.29.030</u> Special residential rates-qualification as low-income senior citizen or low-income disabled citizens
- Tumwater Municipal Code <u>Sec. 13.18.090</u> Life-line, low-income senior citizen and low-income disabled person rate discounts
- West Richland Municipal Code
 - o Sec. 13.26.030 Low-income senior citizen charges
 - o Sec. 13.56.030 Charges for domestic water for low-income senior
 - o Sec. 13.70.020 Low-income senior citizen irrigation water charges

Forms

- Bothell
 - o 2012 Utility Tax Rebate Application ()
 - o 2012 Affidavit of Qualification for Low-Income Senior Citizen 25% Water & Sewer Discount (2)

- Bellingham
 - Utility Bill Reduced Rates
 - 2012 Application for Rate Reduction on Utility Bills (2)
- Kirkland
 - Senior and Disabled Rates
 - o Senior or Disabled Filing Form (2)
 - o Affidavit for Qualification for Low Income Senior or Disabled Citizens Reduced Utility Rate ()
- Poulsbo
 - o Discounted Rates for Citizens with Low Income (2)
 - o Application for Reduced Rates (3)
- Seattle
 - o Seattle Human Services Energy and Utility Assistance Programs
 - o Energy and Utility Assistance Programs () brochure
 - Utility Discount Program
 - o Public Utilities Get Help with Your Utility Bills
- University Place Utility Tax Refund for Low Income Households Includes application

Voluntary Contribution Utility Assistance Programs

- Friday Harbor <u>Utility Assistance Program</u>
- Kirkland <u>Utility Billing</u> See right column, Act to help families in need pay extra on your utility bill...
- Lacey Utility Assistance Fund
- Port Angeles Pass the Buck ()
- · Richland Utility Billing Helping Hands
- Seattle City Light Project Share
- Shelton Assistance Programs

Locally the City of Vancouver offers a once per month garbage service that is \$2.51 per month cheaper that our every other week service. Clark Public Utilities also offers a voluntary program called Operation Warm Heart and a senior citizen rate credit for qualifying citizens.

Clark Public Utilities Payment assistance programs – copied from web site

Our customer representatives are available 24 hours a day, seven days a week to assist you with payment difficulties. If you receive a bill and don't think you'll be able to pay all of it on time, please call us at (360) 992-3000, or visit one of our offices. We'd be happy to help you make arrangements for payment.

Here are some ways we can help customers who are having trouble paying their electric bills:

- Guarantee of Service Plan (GOSP)
- <u>Low-Income Home Energy Assistance Program (LIHEAP)</u> (to cover all types of heating costs)
- Operation Warm Heart a voluntary assistance program
- Senior Citizen Rate Credits

You can check on your eligibility for any of the above programs by calling us at (360) 992-3000. In addition we offer assistance through these services:

- Counseling with our ComCare representatives
- Heating Assistance Network

For more information about any of these programs and services, call us at (360) 992-3000 or <u>e-mail us</u>.

Camas Code 13.80.060 - Collection frequency.

The collector of refuse shall collect, remove and dispose of all garbage and refuse in the residential section of the city at least once every other week, and from hotels, restaurants, boardinghouses, eating places, apartment houses, schools, hospitals, and in the business sections of the city as shall be required to maintain a healthful and sanitary condition.