



CITY COUNCIL REGULAR MEETING AGENDA
Monday, October 21, 2019, 7:00 PM
City Hall, 616 NE 4th Avenue

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. October 7, 2019, Camas City Council Regular and Workshop Meeting Minutes
 -  [October 7, 2019 Council Workshop Minutes - draft](#)
 - [October 7, 2019 Council Regular Minutes - draft](#)
- B. Automated Clearing House and Claim Checks Approved by Finance Committee
- C. \$3,110,008.89 Bid Award to Tapani, Inc. for Lacamas Creek Sanitary Sewer Pump Station Improvements Project (Submitted by James Carothers)
 -  [Bid Tabulation for Lacamas Creek Pump Station](#)
- D. Crown Park Municipal Pool Removal Project Completion Acceptance (Submitted by James Carothers)
 -  [Crown Park Pool Removal Final Pay Estimate](#)
- E. NW Larkspur Street Improvements Project Completion Acceptance (Submitted by James Carothers)
 -  [NW Larkspur Final Pay Estimate](#)

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Mayor Announcements
- B. Extra Mile Day Proclamation

 [Extra Mile Day Proclamation](#)

VIII. MEETING ITEMS


- A. Ordinance No. 19-010 New Cingular Wireless PCS, LLC (d/b/a AT&T) Franchise Agreement

Presenter: Steve Wall, Public Works Director

 [Ordinance 19-010 New Cingular Wireless Franchise](#)

- B. Ordinance No. 19-011 New Cingular Wireless PCS, LLC (d/b/a AT&T) License Agreement

Presenter: Steve Wall, Public Works Director

 [Ordinance 19-011 New Cingular Wireless License Agreement](#)

- C. Public Hearing - Camas Municipal Code Amendments

Presenters: Robert Maul, Planning Manager and Lauren Hollenbeck, Senior Planner

 [Staff Report](#)

[Draft Amendments](#)

[Code Update Presentation](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, October 7, 2019, 4:30 PM
City Hall, 616 NE 4th Ave

I. CALL TO ORDER

Mayor Shannon Turk called the meeting to order at 4:30 p.m.

II. ROLL CALL

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

Staff: Sam Adams, Phil Bourquin, Pete Capell, James Carothers, Jennifer Gorsuch, Jim Hodges, Lauren Hollenbeck, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Heather Rowley, Madeline Sutherland, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

III. PUBLIC COMMENTS


Denise Croucher, 2950 NW 38th Ave., Camas, commented about the proposed Community Aquatics Center.

Margaret Tweet, 2715 NW 34th Cir., Camas, commented about the proposed Community Aquatics Center.

Jeanne Mckirchy, 2833 NW Lacamas Dr., Camas, commented about the proposed Community Aquatics Center.

IV. WORKSHOP TOPICS

- A. Draft 2019 Water System Plan
Presenter: Sam Adams, Utilities Manager

-  [Staff Report](#)
- [Draft Water System Plan Presentation](#)
- [Executive Summary](#)
- [Chapter 6 - Water Use Efficiency](#)
- [Public Notice](#)

Adams reviewed the presentation and discussion ensued. Mayor Turk asked for public comment.

Margaret Tweet commented about fluoride and inquired about fluoride in Camas water. Adams responded.

This item will be placed on the October 21, 2019 Regular Meeting Agenda for Council's consideration.

- B. NE Lake Road and NE Everett Street Roundabout Landscape Plan Update
Presenters: Steve Wall, Public Works Director and Robert Phipps, PBS Engineering and Environmental Inc.

 [Staff Report](#)

[Lake and Everett Landscape Presentation](#)

[October 3, 2019 Landscape Committee Presentation](#)

Wall and Phipps reviewed the presentation. Discussion ensued. This item will be placed on a future agenda for further discussion.

- C. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall provided an update regarding pavement preservation projects and a brief overview of the Well 17 Project on the Consent Agenda. He announced that a Regional Transportation Commission (RTC) Grant was awarded to the City and commented about the joint letter sent to the Environmental Protection Agency (EPA). Discussion ensued.

- D. Camas Municipal Code (CMC) Proposed Amendments
Presenter: Robert Maul, Planning Manager

 [Staff Report](#)

[Draft Code Amendments](#)

Maul provided an overview and responded to Council's questions. A public hearing will be placed on the October 21, 2019 Regular Meeting Agenda.

- E. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director

Bourquin commented about sign codes and enforcement.

- F. New Position Description and Salary Scale - Parking Enforcement Officer
Presenter: Jennifer Gorsuch, Administrative Services Director

 [Staff Report](#)

[Parking Enforcement Officer Position and Salary Scale](#)

This item was also placed on the October 7, 2019 Regular Meeting Agenda for

Council's consideration.

- G. 2020 Property Tax Presentation
Presenter: Cathy Huber Nickerson, Finance Director

 [2020 Property Tax Presentation](#)

Huber Nickerson reviewed the presentation. This item will be placed on a future agenda for Council's consideration.

- H. 2020 Recommended Budget Presentation
Presenter: Cathy Huber Nickerson, Finance Director

 [2020 Recommended Budget Presentation](#)

Huber Nickerson reviewed the presentation and discussion ensued. This item will be placed on a future agenda for Council's consideration.

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

Capell reminded Council about the Association of Washington Cities (AWC) meeting on October 30, 2019, and the Ward 3 Meeting on October 8, 2019. He commented about questions he has received regarding the proposed Community Aquatics Center. Capell announced he will attend the Salary Commission meeting, the Georgia Pacific Advisory Committee (GPAC) meeting, and the Georgia Pacific Natural Gas Pipeline Safety Exercise. Capell also stated that the Priorities of Government Project will be placed on a November Council agenda for discussion.

V. COUNCIL COMMENTS AND REPORTS

Hogan will attend the GPAC and the AWC meetings.

Anderson attended a tour of the Leadbetter house. He will attend the Ward 3 meeting and a meeting with East County Fire and Rescue (ECFR). He inquired about Lacamas Lake water quality testing. He commented about road improvements.

Carter attended meetings for the Public Works Committee and the Lake and Everett Landscape Committee. She also attended three ribbon cutting ceremonies.

Burton attended the Library Board of Trustees meeting and a ground breaking ceremony for the Vancouver Clinic. She spoke about a citizen's concern regarding vaping. She also commented about improving the City's communication.

Smith attended the Council for the Homeless fundraiser and a meeting of the Regional Transportation Committee. She will attend a C-TRAN meeting.

Chaney will attend the City/Schools meeting.

Mayor commented about the Camas Youth Advisory Council (CYAC) candidate forum, the All Paws On Deck Event dog mayor, and her visits by the second grade classes from Helen Baller and Dorothy Fox schools.

VI. PUBLIC COMMENTS

Margaret Tweet, 2715 NW 34th Cir., Camas, commented about the proposed Community Aquatics Center.

VII. ADJOURNMENT

The meeting adjourned at 6:20 p.m.

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, October 7, 2019, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Shannon Turk called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Staff: Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Robert Maul, Heather Rowley and Steve Wall

Press: Adam Littman, The Columbian

IV. PUBLIC COMMENTS

Denise Croucher, 2950 NW 38th Ave., Camas, commented about the proposed Community Aquatics Center.

Dell Turner, 822 35th Ave., Camas, commented about the format of City meeting events.

James Bean, 132 N Wenatchee Ave., Wenatchee, commented about cannabis.

Margaret Tweet, 2715 NW 34th Cir., Camas, commented about City meeting events and the proposed Community Aquatics Center.

V. CONSENT AGENDA

Council Member Smith requested item D. Annex Building Architectural Contract be removed from the Consent Agenda for further discussion. The item was removed.

A. September 16, 2019, Camas City Council Regular and Workshop Meeting Minutes

-  [September 16, 2019 Camas City Council Workshop Meeting Minutes - Draft](#)
- [September 16, 2019 Camas City Council Regular Meeting Minutes - Draft](#)

- B. \$1,595,273.38 Automated Clearing House and Claim Checks Numbered 142074 to 142265
\$2,209,190.06 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7723 to 7727 and Payroll Accounts Payable Checks Numbered 142065 through 142073
\$3,521,721.88 September Electronic Payments
- C. 2018 Well 17 Development - Rebid, Project Complete (Submitted by Sam Adams)

It was moved by Council Member Smith, and seconded, to approve Consent Agenda items A through C. The motion carried unanimously.

VI. NON-AGENDA ITEMS

- A. Staff
There were no comments from staff.
- B. Council
There were no comments from Council.

VII. MAYOR

- A. Mayor Announcements
Mayor Turk had no announcements.
- B. Breast Cancer Awareness Month Proclamation
 [Breast Cancer Awareness Month Proclamation](#)
Mayor Turk proclaimed October 2019, Breast Cancer Awareness Month in Camas.
- C. National Disability Employment Awareness Month Proclamation
 [National Disability Employment Awareness Month](#)
Mayor Turk proclaimed October 2019, as Disability Employment Awareness Month in Camas.

VIII. MEETING ITEMS

- A. Public Hearing New Cingular Wireless, LLC (dba AT&T) Franchise License Agreements
Presenter: Steve Wall, Public Works Director

 [Staff Report](#)

[New Cingular Wireless PCS, LLC \(dba AT&T\) Franchise Ordinance - Draft](#)
[AT&T License Agreement - Draft](#)

Wall provided an brief overview. Mayor Turk opened the public hearing at 7:33 p.m.

The following member of the public offered testimony:
Meridee Pabst, 2728 N L St, Washougal

The public hearing was closed at 7:35 p.m.

It was moved by Council Member Rusch, and seconded, to approve the Franchise Agreement and License Agreement and direct the City Attorney to prepare ordinances for consideration at a future Council Meeting. The motion carried unanimously.

- B. Ordinance No. 19-009 2019 Annual Comprehensive Plan Amendments
Presenter: Phil Bourquin, Community Development Director

 [Ordinance No. 19-009 Comprehensive Plan Amendments](#)

[Exhibit A](#)

[Exhibit B](#)

It was moved by Council Member Smith, and seconded, that Ordinance No. 19-009 be read by title only. The motion carried unanimously.

It was moved by Council Member Smith, and seconded, that Ordinance No. 19-009 be adopted and published according to law. The motion carried unanimously.

- C. Resolution No. 19-013 Creating Parking Enforcement Officer Position
Presenter: Jennifer Gorsuch, Administrative Services Director

 [Resolution No. 19-013 Parking Enforcement Officer Position](#)

[Exhibit A](#)

It was moved by Council Member Smith, and seconded, that Resolution No. 19-013 be read by title only. The motion carried unanimously.

It was moved by Council Member Smith, and seconded, that Resolution No. 19-013 be adopted. The motion carried unanimously.

IX. ITEMS REMOVED FROM THE CONSENT AGENDA

- D. Annex Building Architectural Contract (Submitted by Pete Capell)

 [Annex Building LSW Architectural Contract](#)

[Exhibit 1 Architect Proposal](#)

[Exhibit 2 Electronic Document](#)

[Exhibit 3 2019 Hourly Billing Rates](#)

Capell provided an overview and discussion ensued.

It was moved by Council Member Anderson, and seconded, to approve item D. from the Consent Agenda. The motion carried unanimously.

X. PUBLIC COMMENTS

Margaret Tweet, 2715 NW 34th Cir., Camas, commented about the proposed Community Aquatics Center.

XI. ADJOURNMENT

The meeting adjourned at 7:52 p.m.

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



I, James E. Carothers, Engineering Manager, hereby certify that these bid tabulations are correct.

James E. Carothers 10-15-19
 James E. Carothers, Engineering Manager Date

| PROJECT NO. S1000 | | | | Engineer's Estimate: \$3,374,000.00 Revised per Addendum #1 \$3,381,500.00 Entered by: RLS | | | | Tapani, Inc. 1904 SE 6th Place Battle Ground, WA 98604 360.687.1148 | | Clark and Son's Excavating, Inc. 7601 NE 289th Street Battle Ground, WA 98604 360.450.7378 | | Lee Contractors, LLC PO Box 869 Battle Ground, WA 98604 360.723.5295 | | McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360.835.8794 | | Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665 360.334.3100 | | McClure and Sons, Inc. 15714 Country Club Drive Mill Creek, WA 98012 425.316.6999 | |
|-------------------|---|------|----------|--|--------------|--------------|----------------|--|----------------|---|----------------|---|----------------|--|----------------|---|----------------|--|--|
| ITEM NO | DESCRIPTION | UNIT | QTY | UNIT PRICE | ENGRG TOTAL | UNIT PRICE | CONTRACT TOTAL | UNIT PRICE | CONTRACT TOTAL | UNIT PRICE | CONTRACT TOTAL | UNIT PRICE | CONTRACT TOTAL | UNIT PRICE | CONTRACT TOTAL | UNIT PRICE | CONTRACT TOTAL | | |
| 1 | Mobilization (10%) | LS | 1.00 | \$276,000.00 | \$276,000.00 | \$275,000.00 | \$275,000.00 | \$290,000.00 | \$290,000.00 | \$300,000.00 | \$300,000.00 | \$320,000.00 | \$320,000.00 | \$361,800.00 | \$361,800.00 | \$225,000.00 | \$225,000.00 | | |
| 2 | Construction Documentation (Minimum Bid \$80,000) | LS | 1.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | | |
| 3 | SPCC Plan | LS | 1.00 | \$3,500.00 | \$3,500.00 | \$1,000.00 | \$1,000.00 | \$350.00 | \$350.00 | \$1,000.00 | \$1,000.00 | \$250.00 | \$250.00 | \$8,000.00 | \$8,000.00 | \$2,000.00 | \$2,000.00 | | |
| 4 | Archaeological Standby Time | HR | 40.00 | \$300.00 | \$12,000.00 | \$150.00 | \$6,000.00 | \$250.00 | \$10,000.00 | \$80.00 | \$3,200.00 | \$145.00 | \$5,800.00 | \$50.00 | \$2,000.00 | \$715.00 | \$28,600.00 | | |
| 5 | Type B Progress Schedule | LS | 1.00 | \$5,000.00 | \$5,000.00 | \$1,000.00 | \$1,000.00 | \$350.00 | \$350.00 | \$1,500.00 | \$1,500.00 | \$250.00 | \$250.00 | \$1,500.00 | \$1,500.00 | \$2,000.00 | \$2,000.00 | | |
| 6 | Project Temporary Traffic Control | LS | 1.00 | \$25,000.00 | \$25,000.00 | \$30,000.00 | \$30,000.00 | \$50,000.00 | \$50,000.00 | \$7,500.00 | \$7,500.00 | \$33,650.00 | \$33,650.00 | \$34,700.00 | \$34,700.00 | \$7,500.00 | \$7,500.00 | | |
| 7 | Flaggers (Survey Support) | HR | 20.00 | \$52.00 | \$1,040.00 | \$65.00 | \$1,300.00 | \$75.00 | \$1,500.00 | \$60.00 | \$1,200.00 | \$60.00 | \$1,200.00 | \$45.00 | \$900.00 | \$350.00 | \$7,000.00 | | |
| 8 | Vegetation Mowing at Baz Park | LS | 1.00 | \$500.00 | \$500.00 | \$1,500.00 | \$1,500.00 | \$4,000.00 | \$4,000.00 | \$2,500.00 | \$2,500.00 | \$465.00 | \$465.00 | \$1,000.00 | \$1,000.00 | \$5,000.00 | \$5,000.00 | | |
| 9 | Removal of Structures and Obstructions | LS | 1.00 | \$6,000.00 | \$6,000.00 | \$30,000.00 | \$30,000.00 | \$4,500.00 | \$4,500.00 | \$10,000.00 | \$10,000.00 | \$9,560.00 | \$9,560.00 | \$14,000.00 | \$14,000.00 | \$53,000.00 | \$53,000.00 | | |
| 10 | Existing Lacamas Creek Pump Station Demolition | LS | 1.00 | \$22,000.00 | \$22,000.00 | \$6,000.00 | \$6,000.00 | \$25,000.00 | \$25,000.00 | \$30,000.00 | \$30,000.00 | \$105,000.00 | \$105,000.00 | \$40,000.00 | \$40,000.00 | \$45,000.00 | \$45,000.00 | | |
| 11 | Existing Lacamas Creek Sewer Crossing Pipe and Pile Removal | LS | 1.00 | \$12,000.00 | \$12,000.00 | \$2,500.00 | \$2,500.00 | \$15,000.00 | \$15,000.00 | \$3,000.00 | \$3,000.00 | \$22,000.00 | \$22,000.00 | \$25,000.00 | \$25,000.00 | \$40,000.00 | \$40,000.00 | | |
| 12 | Force Main Abandonment | LS | 1.00 | \$8,000.00 | \$8,000.00 | \$1,000.00 | \$1,000.00 | \$10,000.00 | \$10,000.00 | \$5,000.00 | \$5,000.00 | \$4,300.00 | \$4,300.00 | \$4,000.00 | \$4,000.00 | \$7,000.00 | \$7,000.00 | | |
| 13 | Gravity Sewer Abandonment | LS | 1.00 | \$14,000.00 | \$14,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$5,000.00 | \$5,000.00 | \$10,750.00 | \$10,750.00 | \$5,000.00 | \$5,000.00 | \$20,000.00 | \$20,000.00 | | |
| 14 | Asbestos Cement Pipe Removal | LF | 43.00 | \$20.00 | \$860.00 | \$15.00 | \$645.00 | \$120.00 | \$5,160.00 | \$200.00 | \$8,600.00 | \$113.00 | \$4,859.00 | \$125.00 | \$5,375.00 | \$600.00 | \$25,800.00 | | |
| 15 | HMA for Type A Trench Restoration (2-in. Depth Inlay, CL 1/2" PG 64-22) | TN | 877.00 | \$100.00 | \$87,700.00 | \$95.00 | \$83,315.00 | \$100.00 | \$87,700.00 | \$100.00 | \$87,700.00 | \$100.00 | \$87,700.00 | \$100.00 | \$87,700.00 | \$105.00 | \$92,085.00 | | |
| 16 | HMA for Type B Trench Restoration (CL 1/2" PG 64-22) | TN | 246.00 | \$125.00 | \$30,750.00 | \$140.00 | \$34,440.00 | \$110.00 | \$27,060.00 | \$100.00 | \$24,600.00 | \$165.00 | \$40,590.00 | \$100.00 | \$24,600.00 | \$115.00 | \$28,290.00 | | |
| 17 | Type C Trench Restoration (Crushed Surfacing Top Course) | SY | 79.00 | \$10.00 | \$790.00 | \$24.00 | \$1,896.00 | \$45.00 | \$3,555.00 | \$20.00 | \$1,580.00 | \$6.00 | \$474.00 | \$28.00 | \$2,212.00 | \$22.00 | \$1,738.00 | | |
| 18 | Type D Trench Restoration (Seeded Lawn or Bark Mulch) | SY | 113.00 | \$5.00 | \$565.00 | \$20.00 | \$2,260.00 | \$35.00 | \$3,955.00 | \$10.00 | \$1,130.00 | \$12.00 | \$1,356.00 | \$14.00 | \$1,582.00 | \$35.00 | \$3,955.00 | | |
| 19 | Type E Trench Restoration (Concrete Curb and Sidewalk) | SY | 227.00 | \$90.00 | \$20,430.00 | \$125.00 | \$28,375.00 | \$130.00 | \$29,510.00 | \$100.00 | \$22,700.00 | \$125.00 | \$28,375.00 | \$100.00 | \$22,700.00 | \$102.00 | \$23,154.00 | | |
| 20 | Temporary Trench Restoration, HMA | SY | 1,389.00 | \$18.00 | \$25,002.00 | \$0.01 | \$13.89 | \$24.00 | \$33,336.00 | \$15.00 | \$20,835.00 | \$6.00 | \$8,334.00 | \$20.00 | \$27,780.00 | \$17.00 | \$23,613.00 | | |
| 21 | Planing Bituminous Pavement | SY | 7,113.00 | \$6.00 | \$42,678.00 | \$3.00 | \$21,339.00 | \$3.80 | \$27,029.40 | \$1.00 | \$7,113.00 | \$3.00 | \$21,339.00 | \$2.60 | \$18,493.80 | \$4.00 | \$28,452.00 | | |
| 22 | Manhole 48-in. Dia., Type Sanitary Sewer | EA | 6.00 | \$5,500.00 | \$33,000.00 | \$5,000.00 | \$30,000.00 | \$11,000.00 | \$66,000.00 | \$7,000.00 | \$42,000.00 | \$6,500.00 | \$39,000.00 | \$6,500.00 | \$39,000.00 | \$8,300.00 | \$49,800.00 | | |
| 23 | Manhole Additional Height 48-in. Dia., Type Sanitary Sewer | LF | 18.00 | \$800.00 | \$14,400.00 | \$600.00 | \$10,800.00 | \$200.00 | \$3,600.00 | \$500.00 | \$9,000.00 | \$100.00 | \$1,800.00 | \$285.00 | \$5,130.00 | \$300.00 | \$5,400.00 | | |
| 24 | ADA Accessible Manhole Cover | EA | 2.00 | \$1,300.00 | \$2,600.00 | \$1,200.00 | \$2,400.00 | \$450.00 | \$900.00 | \$500.00 | \$1,000.00 | \$1,300.00 | \$2,600.00 | \$650.00 | \$1,300.00 | \$2,500.00 | \$5,000.00 | | |
| 25 | Manhole Coating | SF | 1,271.00 | \$25.00 | \$31,775.00 | \$20.00 | \$25,420.00 | \$20.00 | \$25,420.00 | \$20.00 | \$25,420.00 | \$20.00 | \$25,420.00 | \$18.00 | \$22,878.00 | \$20.00 | \$25,420.00 | | |
| 26 | Connection to Existing Concrete Manhole | EA | 6.00 | \$2,000.00 | \$12,000.00 | \$3,000.00 | \$18,000.00 | \$1,130.00 | \$6,780.00 | \$500.00 | \$3,000.00 | \$660.00 | \$3,960.00 | \$1,600.00 | \$9,600.00 | \$4,100.00 | \$24,600.00 | | |
| 27 | Connection to Existing HDPE Manhole at NE Joy St | LS | 1.00 | \$1,500.00 | \$1,500.00 | \$4,000.00 | \$4,000.00 | \$2,500.00 | \$2,500.00 | \$3,000.00 | \$3,000.00 | \$6,100.00 | \$6,100.00 | \$3,000.00 | \$3,000.00 | \$4,000.00 | \$4,000.00 | | |
| 28 | Trench Safety System (\$1.00 per foot minimum bid) | LF | 3,338.00 | \$3.00 | \$10,014.00 | \$4.00 | \$13,352.00 | \$2.00 | \$6,676.00 | \$3.00 | \$10,014.00 | \$1.00 | \$3,338.00 | \$1.00 | \$3,338.00 | \$1.00 | \$3,338.00 | | |
| 29 | Removal and Replacement of Unsuitable Material | CY | 80.00 | \$75.00 | \$6,000.00 | \$75.00 | \$6,000.00 | \$100.00 | \$8,000.00 | \$100.00 | \$8,000.00 | \$90.00 | \$7,200.00 | \$80.00 | \$6,400.00 | \$80.00 | \$6,400.00 | | |
| 30 | Solid Rock Excavation | CY | 50.00 | \$100.00 | \$5,000.00 | \$80.00 | \$4,000.00 | \$240.00 | \$12,000.00 | \$150.00 | \$7,500.00 | \$200.00 | \$10,000.00 | \$200.00 | \$10,000.00 | \$585.00 | \$29,250.00 | | |
| 31 | Boulder Excavation | CY | 50.00 | \$100.00 | \$5,000.00 | \$85.00 | \$4,250.00 | \$245.00 | \$12,250.00 | \$125.00 | \$6,250.00 | \$65.00 | \$3,250.00 | \$175.00 | \$8,750.00 | \$300.00 | \$15,000.00 | | |
| 32 | Reinforced Concrete Pavement Excavation | SF | 300.00 | \$5.00 | \$1,500.00 | \$6.00 | \$1,800.00 | \$22.00 | \$6,600.00 | \$10.00 | \$3,000.00 | \$4.00 | \$1,200.00 | \$5.00 | \$1,500.00 | \$30.00 | \$9,000.00 | | |
| 33 | HDPE Sanitary Sewer Force Main, 6-in. Dia. | LF | 773.00 | \$70.00 | \$54,110.00 | \$55.00 | \$42,515.00 | \$94.00 | \$72,662.00 | \$88.00 | \$68,024.00 | \$91.00 | \$70,343.00 | \$75.00 | \$57,975.00 | \$144.00 | \$111,312.00 | | |
| 34 | HDPE Sanitary Sewer Force Main, 10-in. Dia. | LF | 1,721.00 | \$90.00 | \$154,890.00 | \$65.00 | \$111,865.00 | \$112.00 | \$192,752.00 | \$90.00 | \$154,890.00 | \$93.00 | \$160,053.00 | \$80.00 | \$137,680.00 | \$134.00 | \$230,614.00 | | |
| 35 | HDPE Molded Bend, 6-in. Dia. | EA | 7.00 | \$400.00 | \$2,800.00 | \$100.00 | \$700.00 | \$150.00 | \$1,050.00 | \$700.00 | \$4,900.00 | \$35.00 | \$2,450.00 | \$300.00 | \$2,100.00 | \$625.00 | \$4,375.00 | | |
| 36 | HDPE Molded Bend, 10-in. Dia. | EA | 10.00 | \$500.00 | \$5,000.00 | \$300.00 | \$3,000.00 | \$300.00 | \$3,000.00 | \$900.00 | \$9,000.00 | \$220.00 | \$2,200.00 | \$300.00 | \$3,000.00 | \$825.00 | \$8,250.00 | | |
| 37 | PVC Encasement Pipe, 10-in. Dia. | EA | 1.00 | \$750.00 | \$750.00 | \$1,500.00 | \$1,500.00 | \$800.00 | \$800.00 | \$500.00 | \$500.00 | \$1,500.00 | \$1,500.00 | \$2,500.00 | \$2,500.00 | \$960.00 | \$960.00 | | |
| 38 | Exploratory Excavation | EA | 11.00 | \$500.00 | \$5,500.00 | \$550.00 | \$6,050.00 | \$800.00 | \$8,800.00 | \$500.00 | \$5,500.00 | \$325.00 | \$3,575.00 | \$750.00 | \$8,250.00 | \$1,440.00 | \$15,840.00 | | |
| 39 | PVC Sanitary Sewer Pipe, 8-in. Dia., All Depths | LF | 153.00 | \$150.00 | \$22,950.00 | \$95.00 | \$14,535.00 | \$125.00 | \$19,125.00 | \$67.00 | \$10,251.00 | \$100.00 | \$15,300.00 | \$110.00 | \$16,830.00 | \$1,400.00 | \$214,200.00 | | |
| 39A | HDPE Sanitary Sewer Pipe, 8-in. Dia., All Depths | LF | 187.00 | \$170.00 | \$31,790.00 | \$60.00 | \$11,220.00 | \$130.00 | \$24,310.00 | \$77.00 | \$14,399.00 | \$92.00 | \$17,204.00 | \$100.00 | \$18,700.00 | \$170.00 | \$31,790.00 | | |
| 40 | PVC Sanitary Sewer Pipe, 10-in. Dia., All Depths | LF | 78.00 | \$160.00 | \$12,480.00 | \$110.00 | \$8,580.00 | \$175.00 | \$13,650.00 | \$70.00 | \$5,460.00 | \$170.00 | \$13,260.00 | \$135.00 | \$10,530.00 | \$1,600.00 | \$124,800.00 | | |
| 41 | PVC Sanitary Sewer Pipe, 12-in. Dia., All Depths | LF | 336.00 | \$170.00 | \$57,120.00 | \$135.00 | \$45,360.00 | \$180.00 | \$60,480.00 | \$100.00 | \$33,600.00 | \$160.00 | \$53,760.00 | \$150.00 | \$50,400.00 | \$333.00 | \$111,888.00 | | |
| 42 | PVC Sanitary Sewer Pipe, 15-in. Dia., All Depths | LF | 69.00 | \$180.00 | \$12,420.00 | \$215.00 | \$14,835.00 | \$250.00 | \$17,250.00 | \$110.00 | \$7,590.00 | \$260.00 | \$17,940.00 | \$250.00 | \$17,250.00 | \$850.00 | \$58,650.00 | | |
| 43 | Sewer Bypass Pumping | LS | 1.00 | \$15,000.00 | \$15,000.00 | \$4,000.00 | \$4,000.00 | \$25,000.00 | \$25,000.00 | \$100,000.00 | \$100,000.00 | \$12,000.00 | \$12,000.00 | \$8,000.00 | \$8,000.00 | \$27,000.00 | \$27,000.00 | | |
| 44 | Testing Gravity Sewer Pipe | LS | 1.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$2,800.00 | \$2,800.00 | \$15,000.00 | \$15,000.00 | \$11,100.00 | \$11,100.00 | \$2,000.00 | \$2,000.00 | \$9,000.00 | \$9,000.00 | | |
| 45 | Reconnect Side Sewer | EA | 1.00 | \$500.00 | \$500.00 | \$1,500.00 | \$1,500.00 | \$2,500.00 | \$2,500.00 | \$1,500.00 | \$1,500.00 | \$2,750.00 | \$2,750.00 | \$2,800.00 | \$2,800.00 | \$9,000.00 | \$9,000.00 | | |
| 46 | Jack and Bore | LS | 1.00 | \$215,000.00 | \$215,000.00 | \$180,000.00 | \$180,000.00 | \$225,500.00 | \$225,500.00 | \$150,000.00 | \$150,000.00 | \$211,250.00 | \$211,250.00 | \$250,600.00 | \$250,600.00 | \$320,000.00 | \$320,000.00 | | |
| 47 | Horizontal Directional Drilling, 8-inch (8") | LF | 85.00 | \$155.00 | \$13,175.00 | \$75.00 | \$6,375.00 | \$60.00 | \$5,100.00 | \$150.00 | \$12,750.00 | \$51.00 | \$4,335.00 | \$60.00 | \$5,100.00 | \$29.00 | \$2,465.00 | | |
| 48 | Erosion Control and Water Pollution Control | LS | 1.00 | \$12,500.00 | \$12,500.00 | \$15,000.00 | \$15,000.00 | \$13,000.00 | \$13,000.00 | \$7,500.00 | \$7,500.00 | \$27,280.00 | \$27,280.00 | | | | | | |

| | | |
|---|---|---|
| CITY OF CAMAS PROJECT NO. P-1007 Crown Park Pool Demolition | PAY ESTIMATE: Two-FINAL | Thompson Brothers Excavation INC |
| | PAY PERIOD: 5/26/2019 Through 8/14/2019 | 18211 NE 4th Plain RD Vancouver, WA 986682 |
| ORIGINAL CONTRACT AMOUNT: \$219,467.72 | | |

Schedule 1 - Demolition

| ITEM NO. | DESCRIPTION | UNIT | ORIGINAL QUANTITY | UNIT PRICE | CONTRACT TOTAL | QUANTITY PREVIOUS | TOTAL PREVIOUS | QUANTITY THIS EST. | TOTAL THIS EST. | QUANTITY TO DATE | TOTAL TO DATE |
|-----------------------------|--|------|-------------------|-------------|---------------------|-------------------|---------------------|--------------------|--------------------|------------------|---------------------|
| 1 | Mobilization | LS | 1.00 | \$6,000.00 | \$6,000.00 | 1.00 | \$6,000.00 | | \$0.00 | 1.00 | \$6,000.00 |
| 2 | Clearing and Grubbing | ACRE | 0.70 | \$2,000.00 | \$1,400.00 | 0.70 | \$1,400.00 | | \$0.00 | 0.70 | \$1,400.00 |
| 3 | Removal of Structures and Obstructions | LS | 1.00 | \$55,000.00 | \$55,000.00 | 1.00 | \$55,000.00 | | \$0.00 | 1.00 | \$55,000.00 |
| 4 | Removing Cement Conc. Sidewalk | LF | 1,790.00 | \$6.00 | \$10,740.00 | 1,017.50 | \$6,105.00 | | \$0.00 | 1017.50 | \$6,105.00 |
| 5 | Removing Cement Conc. Curb | LF | 56.00 | \$5.00 | \$280.00 | 185.00 | \$925.00 | | \$0.00 | 185.00 | \$925.00 |
| 6 | Removing Asphalt Conc. Pavement | SY | 112.00 | \$5.00 | \$560.00 | 16.20 | \$81.00 | | \$0.00 | 16.20 | \$81.00 |
| 7 | Removing Asphalt Conc. Sidewalk | SY | 81.00 | \$5.00 | \$405.00 | 118.90 | \$594.50 | | \$0.00 | 118.90 | \$594.50 |
| 8 | Hazardous Material Excavation Incl. Haul | CY | 250.00 | \$295.00 | \$73,750.00 | 343.00 | \$101,185.00 | | \$0.00 | 343.00 | \$101,185.00 |
| 9 | Common Borrow Incl. Haul | LS | 1.00 | \$1,000.00 | \$1,000.00 | 1.00 | \$1,000.00 | | \$0.00 | 1.00 | \$1,000.00 |
| 10 | HMA For Pavement Repair | TON | 1.00 | \$300.00 | \$300.00 | 4.00 | \$1,200.00 | | \$0.00 | 4.00 | \$1,200.00 |
| 11 | Adjust Valve Box | EACH | 2.00 | \$100.00 | \$200.00 | 2.00 | \$200.00 | | \$0.00 | 2.00 | \$200.00 |
| 12 | Topsoil Type C | ACRE | 0.70 | \$11,300.00 | \$7,910.00 | 0.70 | \$7,910.00 | | \$0.00 | 0.70 | \$7,910.00 |
| 13 | HMA Sawcut and Seal | LF | 62.00 | \$3.00 | \$186.00 | 73.00 | \$219.00 | | \$0.00 | 73.00 | \$219.00 |
| 14 | Cement Conc. Traffic Curb | LF | 56.00 | \$30.00 | \$1,680.00 | 185.00 | \$5,550.00 | | \$0.00 | 185.00 | \$5,550.00 |
| 15 | Pedestrian Traffic Control | LS | 1.00 | \$3,000.00 | \$3,000.00 | 1.00 | \$3,000.00 | | \$0.00 | 1.00 | \$3,000.00 |
| 16 | Plugging Existing Pipe | EACH | 3.00 | \$200.00 | \$600.00 | 3.00 | \$600.00 | | \$0.00 | 3.00 | \$600.00 |
| 17 | Cement Conc. Sidewalk | SY | 112.00 | \$85.00 | \$9,520.00 | 113.06 | \$9,610.10 | | \$0.00 | 113.06 | \$9,610.10 |
| 18 | Asphalt Conc. Sidewalk | SY | 81.00 | \$45.00 | \$3,645.00 | 129.30 | \$5,818.50 | | \$0.00 | 129.30 | \$5,818.50 |
| 19 | ESC Lead | DAY | 12.00 | \$50.00 | \$600.00 | 0.00 | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 20 | Stabilized Construction Entrance | SY | 190.00 | \$12.00 | \$2,280.00 | 0.00 | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 21 | Inlet Protection | EACH | 1.00 | \$50.00 | \$50.00 | 1.00 | \$50.00 | | \$0.00 | 1.00 | \$50.00 |
| 22 | Wattle | LF | 10.00 | \$5.00 | \$50.00 | 0.00 | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 23 | Temporary Seeding | ACRE | 0.70 | \$2,000.00 | \$1,400.00 | 0.00 | \$0.00 | 0.70 | \$1,400.00 | 0.70 | \$1,400.00 |
| 24 | High Visibility Fence | LF | 250.00 | \$3.00 | \$750.00 | 705.00 | \$2,115.00 | | \$0.00 | 705.00 | \$2,115.00 |
| 25 | High Visibility Silt Fence | LF | 385.00 | \$3.00 | \$1,155.00 | 336.00 | \$1,008.00 | | \$0.00 | 336.00 | \$1,008.00 |
| 26 | Construction Documentation (min. bid \$20,000) | LS | 1.00 | \$20,000.00 | \$20,000.00 | 0.00 | \$0.00 | 1.00 | \$20,000.00 | 1.00 | \$20,000.00 |
| Schedule 1 SUBTOTAL: | | | | | \$202,461.00 | | \$209,571.10 | | \$21,400.00 | | \$230,971.10 |
| Sales Tax (8.4%): | | | | | \$17,006.72 | | \$17,603.97 | | \$1,797.60 | | \$19,401.57 |
| Schedule 1 Total: | | | | | \$219,467.72 | | \$209,571.10 | | \$23,197.60 | | \$232,768.70 |

Change Order 1

| ITEM NO. | DESCRIPTION | UNIT | ORIGINAL QUANTITY | UNIT PRICE | CONTRACT TOTAL | QUANTITY PREVIOUS | TOTAL PREVIOUS | QUANTITY THIS EST. | TOTAL THIS EST. | QUANTITY TO DATE | TOTAL TO DATE |
|----------------------------------|---|------|-------------------|------------|----------------|-------------------|----------------|--------------------|--------------------|------------------|--------------------|
| A | Additional PCB Testing, Haul, and Disposal | | | \$5,125.06 | \$0.00 | | \$0.00 | 1.00 | \$5,125.06 | 1.00 | \$5,125.06 |
| B | Additional Footing Excavation, Haul, and Disposal | | | \$5,934.60 | \$0.00 | | \$0.00 | 1.00 | \$5,934.60 | 1.00 | \$5,934.60 |
| C | Additional Fill Placement at Tennis Courts | | | \$2,767.86 | \$0.00 | | \$0.00 | 1.00 | \$2,767.86 | 1.00 | \$2,767.86 |
| Change Order 1 SUBTOTAL: | | | | | \$0.00 | | \$0.00 | | \$13,827.52 | | \$13,827.52 |
| Change Order 1 Sales Tax (8.4%): | | | | | \$0.00 | | \$0.00 | | \$1,161.51 | | \$1,161.51 |
| Change Order 1 Total: | | | | | \$0.00 | | \$0.00 | | \$14,989.03 | | \$14,989.03 |

| | | | | | | | |
|-------------------------------|--------------|----------------|---------------------|-----------------|--------------------|---------------|---------------------|
| ORIGINAL CONTRACT TOTAL | \$202,461.00 | TOTAL PREVIOUS | \$209,571.10 | TOTAL THIS EST. | \$21,400.00 | TOTAL TO DATE | \$230,971.10 |
| ADDITIONS / DELETIONS | | | \$0.00 | | \$13,827.52 | | \$13,827.52 |
| SUBTOTAL | \$202,461.00 | | \$209,571.10 | | \$35,227.52 | | \$244,798.62 |
| CLARK COUNTY SALES TAX (8.4%) | \$17,006.72 | | \$17,603.97 | | \$2,959.11 | | \$20,563.08 |
| TOTAL CONTRACT | \$219,467.72 | | \$227,175.07 | | \$38,186.63 | | \$265,361.70 |
| LESS 0% RETAINAGE | | | (\$10,478.56) | | (\$1,761.38) | | (\$12,239.93) |
| TOTAL LESS RETAIN. | | | \$216,696.52 | | \$36,425.26 | | \$253,121.77 |

SAN. ACT. NUMBER: 300-00-594-767-63

SAN. THIS PAY EST: \$36,425.26

F.I.

[Signature]
Project Engineer
Date 10/9/19

[Signature]
Contractor
Date 10/9/19

[Signature]
Project Manager
Date 10/9/2019

Public Works Department

Contract Pay Estimate

Project: NW Camas Drive Meadows Drive/NW Larkspur Street Improvements
Contractor: Rotschy - 9210 NE 62nd Ave. Vancouver, WA 98665
Contract Number: City of Camas # S-604
Otak Number: 18218

Estimate No.: 9-FINAL
Date: 10/1/2019
Payment Period: 7/25/2019-9/30/19

CONTRACT SUMMARY

| | Original Contract Amount | Current Contract Values | Previous Estimate | This Estimate | Total To Date |
|--------------------------------------|--------------------------|-------------------------|-----------------------|------------------------------|-----------------------|
| Schedule 1 | \$1,650,128.95 | \$1,761,560.73 | \$1,614,315.52 | \$136,635.51 | \$1,750,951.03 |
| Schedule 2 | \$167,078.00 | \$170,275.47 | \$166,349.47 | \$0.00 | \$166,349.47 |
| MOH | | | \$0.00 | \$0.00 | \$0.00 |
| Contract Subtotal | \$1,817,206.95 | \$1,931,836.20 | \$1,780,664.99 | \$136,635.51 | \$1,917,300.50 |
| Sched. 2 Sales Tax 8.40% | \$14,034.55 | \$14,303.14 | \$13,973.36 | \$0.00 | \$13,973.36 |
| TOTALS - CONTRACT | \$1,831,241.50 | \$1,946,139.34 | \$1,794,638.34 | \$136,635.51 | \$1,931,273.85 |
| Net Change Order Value | \$114,897.84 | | | | |
| Percent of Original Contract Amount: | 6.3% | | | Percent of Contract Complete | 99.2% |
| | | | | Percent Retained: | 5.0% |

By: [Signature] #258 Date: 10-1-19
 Approved - Rotschy

By: [Signature] Date: 10-1-19
 Approved - Otak City of Camas - INSPECTOR

By: [Signature] Date: 10/1/2019
 City of Camas - Project Manager

Account Number 319-00-595-300-65

RETAINED THIS ESTIMATE: \$6,831.78
 TOTAL RETAINED TO DATE: \$95,865.02
 TOTAL DUE THIS ESTIMATE: \$129,803.73
 TOTAL PAID TO DATE: \$1,835,408.83

RFC
 ENTERED
 10/1/2019

pay est 8 \$129,803.73 (no sales tax)
 pay est 8 RET \$6,831.78
 pay est 8 RETL - \$6,831.78
 319-00-595-300-65
 319-00-595-300-65
 319-00-223-400.00

Public Works Department

Contract Pay Estimate

Project: NW Camas Drive Meadows Drive/NW Larkspur Street Improvements

Contractor: Rotschy - 9210 NE 62nd Ave. Vancouver, WA 98665

Contract Number: City of Camas # S-604

Otak Number: 18218

Estimate No.: 9-FINAL

Date: 10/1/2019

Payment Period: 7/25/2019-9/30/19

| Item No. | Description of Work | Unit | Current Contract Values Including CO Deductions & Additions | | | Previous Quantity | Previous Amount | Current Quantity | Current Amount | Total Quantity to Date | Total Amount to Date | % Complete (I/E) |
|----------------------------|--|------|---|--------------|--------------|-------------------|-----------------|------------------|----------------|------------------------|----------------------|------------------|
| | | | Bid Quantity | Unit Price | Plan Total | Previous Quantity | Previous Amount | Current Quantity | Current Amount | Total Quantity to Date | Total Amount to Date | |
| Schedule 1 - Street | | | | | | | | | | | | |
| 1 | Mobilization (8%) | LS | 1 | \$135,500.00 | \$135,500.00 | 1.00 | \$135,500.00 | 0.00 | \$0.00 | 1.00 | \$135,500.00 | 100% |
| 2 | Construction Documentation (Minimum Bid \$35,000)* | LS | 1 | \$35,000.00 | \$35,000.00 | 0.00 | \$0.00 | 1.00 | \$35,000.00 | 1.00 | \$35,000.00 | 100% |
| 3 | Traffic Control Supervisor | LS | 1 | \$5,000.00 | \$5,000.00 | 1.00 | \$5,000.00 | 0.00 | \$0.00 | 1.00 | \$5,000.00 | 100% |
| 4 | Flaggers | HR | 1280 | \$38.00 | \$48,640.00 | 1124.75 | \$42,740.50 | 0.00 | \$0.00 | 1124.75 | \$42,740.50 | 88% |
| 5 | Other Traffic Control Labor | HR | 320 | \$48.00 | \$15,360.00 | 187.30 | \$8,990.40 | 0.00 | \$0.00 | 187.30 | \$8,990.40 | 59% |
| 6 | Construction Signs Class A | SF | 65 | \$50.00 | \$3,250.00 | 54.00 | \$2,700.00 | 0.00 | \$0.00 | 54.00 | \$2,700.00 | 83% |
| 7 | Sequential Arrow Signs | HR | 300 | \$4.00 | \$1,200.00 | 98.25 | \$393.00 | 0.00 | \$0.00 | 98.25 | \$393.00 | 33% |
| 8 | Clearing and Grubbing | LS | 1 | \$15,000.00 | \$15,000.00 | 1.00 | \$15,000.00 | 0.00 | \$0.00 | 1.00 | \$15,000.00 | 100% |
| 9 | Tree Removal | LS | 1 | \$10,000.00 | \$10,000.00 | 1.00 | \$10,000.00 | 0.00 | \$0.00 | 1.00 | \$10,000.00 | 100% |
| 10 | Removal of Structure and Obstruction | LS | 1 | \$45,000.00 | \$45,000.00 | 1.00 | \$45,000.00 | 0.00 | \$0.00 | 1.00 | \$45,000.00 | 100% |
| 11 | Roadway Excavation, Incl Haul | CY | 9095 | \$15.00 | \$136,425.00 | 10276.74 | \$154,151.10 | 0.00 | \$0.00 | 10276.74 | \$154,151.10 | 113% |
| 12 | Common Borrow, Incl Haul | CY | 210 | \$45.00 | \$9,450.00 | 386.10 | \$17,374.50 | 0.00 | \$0.00 | 386.10 | \$17,374.50 | 184% |
| 13 | ESC Lead | DAYS | 60 | \$48.00 | \$2,880.00 | 26.00 | \$1,248.00 | 0.00 | \$0.00 | 26.00 | \$1,248.00 | 43% |
| 14 | Street Cleaning | HR | 60 | \$120.00 | \$7,200.00 | 28.50 | \$3,420.00 | 0.00 | \$0.00 | 28.50 | \$3,420.00 | 48% |
| 15 | Silt Fence | LF | 660 | \$3.50 | \$2,310.00 | 542.00 | \$1,897.00 | 0.00 | \$0.00 | 542.00 | \$1,897.00 | 82% |
| 16 | Tree Protection Fence | LF | 190 | \$3.50 | \$665.00 | 562.00 | \$1,967.00 | 0.00 | \$0.00 | 562.00 | \$1,967.00 | 296% |
| 17 | Inlet Protection - Combination Inlet | EACH | 21 | \$140.00 | \$2,940.00 | 22.00 | \$3,080.00 | 0.00 | \$0.00 | 22.00 | \$3,080.00 | 105% |
| 18 | Inlet Protection - Catch Basin Insert | EACH | 1 | \$140.00 | \$140.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0% |
| 19 | Wattles | LF | 610 | \$3.00 | \$1,830.00 | 650.00 | \$1,950.00 | 0.00 | \$0.00 | 650.00 | \$1,950.00 | 107% |
| 20 | Seeding, Fertilizing, and Mulching | AC | 1 | \$2,700.00 | \$2,700.00 | 0.10 | \$278.10 | 0.00 | \$0.00 | 0.10 | \$278.10 | 10% |
| 21 | Crushed Surfacing Top Course | CY | 438 | \$65.00 | \$28,470.00 | 294.46 | \$19,139.90 | 0.00 | \$0.00 | 294.46 | \$19,139.90 | 67% |
| 22 | Crushed Surfacing Base Course | CY | 1376 | \$60.00 | \$82,560.00 | 1499.33 | \$89,959.80 | 0.00 | \$0.00 | 1499.33 | \$89,959.80 | 109% |
| 23 | HMA Cl. 1/2 PG 64-22 | TON | 1815 | \$95.00 | \$172,425.00 | 1672.45 | \$158,882.75 | 0.00 | \$0.00 | 1672.45 | \$158,882.75 | 92% |
| 24 | HMA Cl. 1/2 PG 64-22 (Asphalt Driveway) | SY | 350 | \$14.50 | \$5,075.00 | 426.63 | \$6,186.14 | 0.00 | \$0.00 | 426.63 | \$6,186.14 | 122% |
| 25 | Crushed Surfacing Base Course (Gravel Driveway) | SY | 790 | \$17.50 | \$13,825.00 | 785.90 | \$13,753.25 | 0.00 | \$0.00 | 785.90 | \$13,753.25 | 99% |
| 26 | Stamped Concrete Pavement With Integral Color | SY | 160 | \$180.00 | \$28,800.00 | 139.30 | \$25,074.00 | 7.14 | \$1,285.20 | 146.44 | \$26,359.20 | 92% |
| 27 | Underdrain Pipe 8 IN Diam | LF | 588 | \$32.00 | \$18,816.00 | 603.50 | \$19,312.00 | 0.00 | \$0.00 | 603.50 | \$19,312.00 | 103% |
| 28 | Corrugated Polyethylene Storm Sewer Pipe 6 IN Diam | LF | 10 | \$100.00 | \$1,000.00 | 10.00 | \$1,000.00 | 0.00 | \$0.00 | 10.00 | \$1,000.00 | 100% |
| 29 | Corrugated Polyethylene Storm Sewer Pipe 8 IN Diam | LF | 22 | \$100.00 | \$2,200.00 | 25.90 | \$2,590.00 | 0.00 | \$0.00 | 25.90 | \$2,590.00 | 118% |
| 30 | Corrugated Polyethylene Storm Sewer Pipe 10 IN Diam | LF | 343 | \$70.00 | \$24,010.00 | 340.10 | \$23,807.00 | 0.00 | \$0.00 | 340.10 | \$23,807.00 | 99% |
| 31 | Sanitite HP Pipe 12 IN Diam | LF | 618 | \$55.00 | \$33,990.00 | 617.90 | \$33,984.50 | 0.00 | \$0.00 | 617.90 | \$33,984.50 | 100% |
| 32 | Sanitite HP Pipe 18 IN Diam | LF | 262 | \$75.00 | \$19,650.00 | 261.90 | \$19,642.50 | 0.00 | \$0.00 | 261.90 | \$19,642.50 | 100% |
| 33 | Sanitite HP Pipe 24 IN Diam | LF | 37 | \$100.00 | \$3,700.00 | 37.00 | \$3,700.00 | 0.00 | \$0.00 | 37.00 | \$3,700.00 | 100% |
| 34 | Testing Storm Sewer Pipe | LF | 1880 | \$2.50 | \$4,700.00 | 1292.80 | \$3,232.00 | 0.00 | \$0.00 | 1292.80 | \$3,232.00 | 69% |
| 35 | Manhole 48 IN Diam Type 1 | EACH | 5 | \$3,600.00 | \$18,000.00 | 5.00 | \$18,000.00 | 0.00 | \$0.00 | 5.00 | \$18,000.00 | 100% |
| 36 | Manhole 48 IN Diam Type 3 | EACH | 1 | \$4,000.00 | \$4,000.00 | 1.00 | \$4,000.00 | 0.00 | \$0.00 | 1.00 | \$4,000.00 | 100% |
| 37 | 72" Contech Storm Filter Manhole | EACH | 1 | \$42,000.00 | \$42,000.00 | 1.00 | \$42,000.00 | 0.00 | \$0.00 | 1.00 | \$42,000.00 | 100% |
| 38 | Combination Inlet | EACH | 9 | \$2,300.00 | \$20,700.00 | 9.00 | \$20,700.00 | 0.00 | \$0.00 | 9.00 | \$20,700.00 | 100% |
| 39 | Catch Basin Type 2 48 IN Diam With Combination Inlet | EACH | 2 | \$3,300.00 | \$6,600.00 | 2.00 | \$6,600.00 | 0.00 | \$0.00 | 2.00 | \$6,600.00 | 100% |
| 40 | Drain Basin 8 IN Diam | EACH | 6 | \$800.00 | \$4,800.00 | 7.00 | \$5,600.00 | 0.00 | \$0.00 | 7.00 | \$5,600.00 | 117% |
| 41 | Drain Basin 10 IN Diam | EACH | 2 | \$725.00 | \$1,450.00 | 2.00 | \$1,450.00 | 0.00 | \$0.00 | 2.00 | \$1,450.00 | 100% |
| 42 | Drain Basin 18 IN Diam | EACH | 2 | \$1,000.00 | \$2,000.00 | 2.00 | \$2,000.00 | 0.00 | \$0.00 | 2.00 | \$2,000.00 | 100% |
| 43 | Connection To Drainage Structure | EACH | 6 | \$450.00 | \$2,700.00 | 6.00 | \$2,700.00 | 0.00 | \$0.00 | 6.00 | \$2,700.00 | 100% |
| 44 | Trench Safety System | LS | 1 | \$500.00 | \$500.00 | 1.00 | \$500.00 | 0.00 | \$0.00 | 1.00 | \$500.00 | 100% |
| 45 | CIP Concrete Retaining Wall | SF | 547 | \$65.00 | \$35,555.00 | 539.00 | \$35,035.00 | 0.00 | \$0.00 | 539.00 | \$35,035.00 | 99% |
| 46 | Permanent Signing | LS | 1 | \$4,000.00 | \$4,000.00 | 1.00 | \$4,000.00 | 0.00 | \$0.00 | 1.00 | \$4,000.00 | 100% |
| 47 | Raised Pavement Marker | HUND | 0.65 | \$600.00 | \$390.00 | 0.97 | \$582.00 | 0.00 | \$0.00 | 0.97 | \$582.00 | 149% |

Project: NW Camas Drive Meadows Drive/NW Larkspur Street Improvements

Contractor: Rotschy - 9210 NE 62nd Ave. Vancouver, WA 98665

Contract Number: City of Camas # S-604

Order Number: 18218

Estimate No.: 9-FINAL

Date: 10/1/2019

Payment Period: 7/25/2019-9/30/19

| Item No. | Description of Work | Current Contract Values Including CO Deductions & Additions | | | | Previous Quantity | Previous Amount | Current Quantity | Current Amount | Total Quantity to Date | Total Amount to Date | % Complete (I/E) |
|----------|---------------------|--|--------------|------------|------------|----------------------|-----------------|---------------------|----------------|---------------------------|----------------------|------------------|
| | | Unit | Bid Quantity | Unit Price | Plan Total | Previous Quantity | Previous Amount | Current Quantity | Current Amount | Total Quantity to Date | Total Amount to Date | |
| 48 | Paint Line | LF | 2731 | \$0.60 | \$1,638.60 | 2354.00 | \$1,412.40 | 0.00 | \$0.00 | 2354.00 | \$1,412.40 | 86% |

Project: NW Camas Drive Meadows Drive/NW Larkspur Street Improvements

Contractor: Rotschy - 9210 NE 62nd Ave. Vancouver, WA 98665

Contract Number: City of Camas # S-604

Otak Number: 18218

Estimate No.: 9-FINAL

Date: 10/1/2019

Payment Period: 7/25/2019-9/30/19

| Item No. | Description of Work | Unit | Current Contract Values Including CO Deductions & Additions | | | Previous Quantity | Previous Amount | Current Quantity | Current Amount | Total Quantity to Date | Total Amount to Date | % Complete (I/E) |
|----------|--|------|---|--------------|--------------|-------------------|-----------------|------------------|----------------|------------------------|----------------------|------------------|
| | | | Bid Quantity | Unit Price | Plan Total | Previous Quantity | Previous Amount | Current Quantity | Current Amount | Total Quantity to Date | Total Amount to Date | |
| 49 | Painted Wide Lane Line | LF | 1243 | \$0.45 | \$559.35 | 1242.00 | \$558.90 | 0.00 | \$0.00 | 1242.00 | \$558.90 | 100% |
| 50 | Plastic Stop Line | LF | 75 | \$20.00 | \$1,500.00 | 67.00 | \$1,340.00 | 0.00 | \$0.00 | 67.00 | \$1,340.00 | 89% |
| 51 | Plastic Crosswalk Line | SF | 344 | \$13.00 | \$4,472.00 | 328.00 | \$4,264.00 | 0.00 | \$0.00 | 328.00 | \$4,264.00 | 95% |
| 52 | Plastic Traffic Arrow | EACH | 2 | \$325.00 | \$650.00 | 2.00 | \$650.00 | 0.00 | \$0.00 | 2.00 | \$650.00 | 100% |
| 53 | Plastic Bicycle Symbol | EACH | 3 | \$350.00 | \$1,050.00 | 3.00 | \$1,050.00 | 0.00 | \$0.00 | 3.00 | \$1,050.00 | 100% |
| 54 | Illumination System Larkspur St. | LS | 1 | \$98,500.00 | \$98,500.00 | 1.00 | \$98,500.00 | 0.00 | \$0.00 | 1.00 | \$98,500.00 | 100% |
| 55 | Traffic Signal Modification NW Larkspur at NW Lake Rd | LS | 1 | \$102,000.00 | \$102,000.00 | 1.00 | \$102,000.00 | 0.00 | \$0.00 | 1.00 | \$102,000.00 | 100% |
| 56 | PSIPE - Confier Tree 6' HT. | EACH | 6 | \$405.00 | \$2,430.00 | 9.00 | \$3,645.00 | 0.00 | \$0.00 | 9.00 | \$3,645.00 | 150% |
| 56 | Missing Documentation (-10% Deduction) | | | | | | (\$364.50) | | \$364.50 | | \$364.50 | |
| 57 | PSIPE - Confier Tree 8' HT. | EACH | 1 | \$480.00 | \$480.00 | 1.00 | \$480.00 | 3.00 | \$1,440.00 | 4.00 | \$1,920.00 | 400% |
| 57 | Missing Documentation (-10% Deduction) | | | | | | (\$48.00) | | \$48.00 | | \$48.00 | |
| 58 | PSIPE - Deciduous Tree, 2" Cal. | EACH | 23 | \$486.00 | \$11,178.00 | 22.00 | \$10,692.00 | 0.00 | \$0.00 | 22.00 | \$10,692.00 | 96% |
| 58 | Missing Documentation (-10% Deduction) | | | | | | (\$1,069.20) | | \$1,069.20 | | \$1,069.20 | |
| 59 | PSIPE - Groundcover. #1 Cont. (All Groundcover to be #1 Cont.) | EACH | 5368 | \$11.00 | \$59,048.00 | 3780.00 | \$41,580.00 | 0.00 | \$0.00 | 3780.00 | \$41,580.00 | 70% |
| 59 | Missing Documentation (-10% Deduction) | | | | | | (\$4,158.00) | | \$4,158.00 | | \$4,158.00 | |
| 60 | PSIPE - Shrub, #2 Cont. | EACH | 298 | \$43.00 | \$12,814.00 | 274.00 | \$11,782.00 | 0.00 | \$0.00 | 274.00 | \$11,782.00 | 92% |
| 60 | Missing Documentation (-10% Deduction) | | | | | | (\$1,178.20) | | \$1,178.20 | | \$1,178.20 | |
| 61 | PSIPE - Landscape Plants, Match Extg. | LS | 1 | \$2,450.00 | \$2,450.00 | 1.00 | \$2,450.00 | 0.00 | \$0.00 | 1.00 | \$2,450.00 | 100% |
| 61 | Missing Documentation (-10% Deduction) | | | | | | (\$245.00) | | \$245.00 | | \$245.00 | |
| 62 | River Rock Mulch | CY | 16 | \$59.00 | \$944.00 | 26.10 | \$1,539.90 | 12.00 | \$708.00 | 38.10 | \$2,247.90 | 238% |
| 62 | Missing Documentation (Product Not Submitted -100% Deduction) | | | | | | (\$1,539.90) | | \$1,539.90 | | \$1,539.90 | |
| 63 | Bark Mulch | CY | 17 | \$47.00 | \$799.00 | 155.20 | \$7,294.40 | 0.00 | \$0.00 | 155.20 | \$7,294.40 | 913% |
| 63 | Missing Documentation (-10% Deduction) | | | | | | (\$729.44) | | \$729.44 | | \$729.44 | |
| 64 | Topsoil Type A | CY | 406 | \$41.00 | \$16,646.00 | 546.05 | \$22,388.05 | 0.00 | \$0.00 | 546.05 | \$22,388.05 | 134% |
| 64 | Missing Documentation (-10% Deduction) | | | | | | (\$1,682.23) | | \$1,682.23 | | \$1,682.23 | |
| 65 | Compost | CY | 133 | \$38.00 | \$5,054.00 | 169.70 | \$6,448.60 | 0.00 | \$0.00 | 169.70 | \$6,448.60 | 128% |
| 65 | Missing Documentation (-10% Deduction) | | | | | | (\$644.86) | | \$644.86 | | \$644.86 | |
| 66 | Cement Concrete Traffic Curb and Gutter | LF | 2795 | \$18.00 | \$50,310.00 | 2795.00 | \$50,310.00 | 0.00 | \$0.00 | 2795.00 | \$50,310.00 | 100% |
| 67 | Roundabout Truck Apron Curb & Gutter | LF | 210 | \$28.00 | \$5,880.00 | 210.00 | \$5,880.00 | 0.00 | \$0.00 | 210.00 | \$5,880.00 | 100% |
| 68 | Cement Concrete Traffic Curb | LF | 1260 | \$24.00 | \$30,240.00 | 1329.00 | \$31,896.00 | 0.00 | \$0.00 | 1329.00 | \$31,896.00 | 105% |
| 69 | Cement Concrete Valley Gutter | LF | 20 | \$52.00 | \$1,040.00 | 20.00 | \$1,040.00 | 0.00 | \$0.00 | 20.00 | \$1,040.00 | 100% |
| 70 | Cement Concrete Sidewalk | SY | 1658 | \$60.00 | \$99,480.00 | 1795.97 | \$107,758.20 | 0.00 | \$0.00 | 1795.97 | \$107,758.20 | 108% |
| 71 | Cement Concrete Type 1 Perpendicular Curb Ramp | EACH | 2 | \$1,450.00 | \$2,900.00 | 2.00 | \$2,900.00 | 0.00 | \$0.00 | 2.00 | \$2,900.00 | 100% |
| 72 | Cement Concrete Type 2 Parallel Curb Ramp | EACH | 2 | \$1,600.00 | \$3,200.00 | 2.00 | \$3,200.00 | 0.00 | \$0.00 | 2.00 | \$3,200.00 | 100% |
| 73 | Cement Concrete Mid-Block Curb Ramp | EACH | 1 | \$1,800.00 | \$1,800.00 | 1.00 | \$1,800.00 | 0.00 | \$0.00 | 1.00 | \$1,800.00 | 100% |
| 74 | Cement Concrete Directional Curb Ramp | EACH | 3 | \$2,000.00 | \$6,000.00 | 3.00 | \$6,000.00 | 0.00 | \$0.00 | 3.00 | \$6,000.00 | 100% |
| 75 | Cement Concrete Retrofit Directional Curb Ramp | EACH | 3 | \$1,800.00 | \$5,400.00 | 3.00 | \$5,400.00 | 0.00 | \$0.00 | 3.00 | \$5,400.00 | 100% |
| 76 | Concrete Driveway/Sidewalk Without Planter | SY | 235 | \$90.00 | \$21,150.00 | 239.00 | \$21,510.00 | 0.00 | \$0.00 | 239.00 | \$21,510.00 | 102% |
| 77 | Concrete Driveway/Sidewalk With Planter | SY | 335 | \$86.00 | \$28,810.00 | 243.56 | \$20,946.16 | 0.00 | \$0.00 | 243.56 | \$20,946.16 | 73% |
| 78 | Mailbox Relocation | EACH | 3 | \$250.00 | \$750.00 | 3.00 | \$750.00 | 0.00 | \$0.00 | 3.00 | \$750.00 | 100% |
| 79 | Adjust Manhole To Finish Grade | EACH | 4 | \$300.00 | \$1,200.00 | 5.00 | \$1,500.00 | 0.00 | \$0.00 | 5.00 | \$1,500.00 | 125% |
| 80 | Adjust Sewer Cleanouts To Finish Grade | EACH | 3 | \$200.00 | \$600.00 | 4.00 | \$800.00 | 0.00 | \$0.00 | 4.00 | \$800.00 | 133% |
| 81 | Adjust Water Valve Box To Finish Grade | EACH | 13 | \$150.00 | \$1,950.00 | 16.00 | \$2,400.00 | 0.00 | \$0.00 | 16.00 | \$2,400.00 | 123% |
| 82 | Adjust Utility Box To Finish Grade | EACH | 1 | \$200.00 | \$200.00 | 1.00 | \$200.00 | 0.00 | \$0.00 | 1.00 | \$200.00 | 100% |
| 83 | Chain Link Fence Type 42" Black Vinyl Coated | LF | 115 | \$40.00 | \$4,600.00 | 115.00 | \$4,600.00 | 0.00 | \$0.00 | 115.00 | \$4,600.00 | 100% |
| CO01A | Safety-Hatch for Contech Storm Filter Lid | LS | 1 | \$7,117.00 | \$7,117.00 | 1.00 | \$7,117.00 | 0.00 | \$0.00 | 1.00 | \$7,117.00 | 100% |
| CO01C | Street Lighting - Add Black Powder Coat to (4) Poles | LS | 1 | \$8,088.89 | \$8,088.89 | 1.00 | \$8,088.89 | 0.00 | \$0.00 | 1.00 | \$8,088.89 | 100% |
| CO01D | Pothole/Locate Ponce Irrigation System, 1-11-2019 | LS | 1 | \$1,689.58 | \$1,689.58 | 1.00 | \$1,689.58 | 0.00 | \$0.00 | 1.00 | \$1,689.58 | 100% |
| CO01E | Excavation/Relocation of utility Pedestal, 1-28-2019 | LS | 1 | \$2,215.46 | \$2,215.46 | 1.00 | \$2,215.46 | 0.00 | \$0.00 | 1.00 | \$2,215.46 | 100% |
| CO01F | Repair Cable Service for 5955, 1-31-2019 | LS | 1 | \$1,838.68 | \$1,838.68 | 1.00 | \$1,838.68 | 0.00 | \$0.00 | 1.00 | \$1,838.68 | 100% |
| CO01G | Repair Cable Service for 5905, 2-25-2019 | LS | 1 | \$482.96 | \$482.96 | 1.00 | \$482.96 | 0.00 | \$0.00 | 1.00 | \$482.96 | 100% |
| CO01H | 60th/Larkspur Unmarked Class 200 Step PVC, 2-28-2019 | LS | 1 | \$357.53 | \$357.53 | 1.00 | \$357.53 | 0.00 | \$0.00 | 1.00 | \$357.53 | 100% |

Project: NW Camas Drive Meadows Drive/NW Larkspur Street Improvements

Contractor: Rotschy - 9210 NE 62nd Ave. Vancouver, WA 98665

Contract Number: City of Camas # S-604

Otak Number: 18218

Estimate No.: 9-FINAL

Date: 10/1/2019

Payment Period: 7/25/2019-9/30/19

| Item No. | Description of Work | Unit | Current Contract Values Including CO Deductions & Additions | | | Previous Quantity | Previous Amount | Current Quantity | Current Amount | Total Quantity to Date | Total Amount to Date | % Complete (I/E) |
|-------------------------------------|--|------|---|-------------|-----------------------|-------------------|-----------------------|------------------|---------------------|------------------------|-----------------------|------------------|
| | | | Bid Quantity | Unit Price | Plan Total | Previous Quantity | Previous Amount | Current Quantity | Current Amount | Total Quantity to Date | Total Amount to Date | |
| CO01I | Field Locate City Irrigation at NE Corner of Lake Road & Larkspur, 3-11-2019 | LS | 1 | \$647.13 | \$647.13 | 1.00 | \$647.13 | 0.00 | \$0.00 | 1.00 | \$647.13 | 100% |
| CO01J | Modify 72" Manhole Lid to Match Grade, 4-15-2019 | LS | 1 | \$2,451.57 | \$2,451.57 | 1.00 | \$2,451.57 | 0.00 | \$0.00 | 1.00 | \$2,451.57 | 100% |
| CO02A | Portable Changeable Sign Rental | LS | 1 | \$18,634.00 | \$18,634.00 | 0.00 | \$0.00 | 1.00 | \$18,634.00 | 1.00 | \$18,634.00 | |
| CO02B | Traffic Signal Loop | LS | 1 | \$1,271.73 | \$1,271.73 | 0.00 | \$0.00 | 1.00 | \$1,271.73 | 1.00 | \$1,271.73 | |
| CO02C | Retaining Wall Extension | LS | 1 | \$4,050.28 | \$4,050.28 | 0.00 | \$0.00 | 1.00 | \$4,050.28 | 1.00 | \$4,050.28 | |
| CO02D | Traffic Signal Electrical Revisions | LS | 1 | \$9,439.85 | \$9,439.85 | 0.00 | \$0.00 | 1.00 | \$9,439.85 | 1.00 | \$9,439.85 | |
| CO02E | Cut Slope Additional Grading-6035 NW Larkspur | LS | 1 | \$9,697.29 | \$9,697.29 | 0.00 | \$0.00 | 1.00 | \$9,697.29 | 1.00 | \$9,697.29 | |
| CO02F | HMA Approach Widening-6035 NW Larkspur | LS | 1 | \$5,526.04 | \$5,526.04 | 0.00 | \$0.00 | 1.00 | \$5,526.04 | 1.00 | \$5,526.04 | |
| CO02G | Removal and Replacement Unsuitable Material-6035 NW Larkspur | LS | 1 | \$2,946.11 | \$2,946.11 | 0.00 | \$0.00 | 1.00 | \$2,946.11 | 1.00 | \$2,946.11 | |
| CO02H | ESC Blankets and Additional Landscaping | LS | 1 | \$19,846.76 | \$19,846.76 | 0.00 | \$0.00 | 1.00 | \$19,846.76 | 1.00 | \$19,846.76 | |
| CO02I | Field Drain Install-6040 NW Larkspur | LS | 1 | \$480.15 | \$480.15 | 0.00 | \$0.00 | 1.00 | \$480.15 | 1.00 | \$480.15 | |
| CO02J | Existing Irrigaton Relocate | LS | 1 | \$541.12 | \$541.12 | 0.00 | \$0.00 | 1.00 | \$541.12 | 1.00 | \$541.12 | |
| CO02K | Existing Fence Relocate-3600 NW 59th CIR | LS | 1 | \$1,142.66 | \$1,142.66 | 0.00 | \$0.00 | 1.00 | \$1,142.66 | 1.00 | \$1,142.66 | |
| CO02L | French Drain-5955 NW Larkspur | LS | 1 | \$3,929.98 | \$3,929.98 | 0.00 | \$0.00 | 1.00 | \$3,929.98 | 1.00 | \$3,929.98 | |
| CO02M | Keep Right Signs | LS | 1 | \$613.79 | \$613.79 | 0.00 | \$0.00 | 1.00 | \$613.79 | 1.00 | \$613.79 | |
| CO02N | Additional Slope Drainage-5905 NW Larkspur | LS | 1 | \$2,152.35 | \$2,152.35 | 0.00 | \$0.00 | 1.00 | \$2,152.35 | 1.00 | \$2,152.35 | |
| CO02O | Plant Removal-3608 NW 61st AVE | LS | 1 | \$749.05 | \$749.05 | 0.00 | \$0.00 | 1.00 | \$749.05 | 1.00 | \$749.05 | |
| CO02P | Irrigation Repair-3608 NW 61ST AVE | LS | 1 | \$239.90 | \$239.90 | 0.00 | \$0.00 | 1.00 | \$239.90 | 1.00 | \$239.90 | |
| CO02Q | Chain Linke Fence-6035 NW Larkspur | LS | 1 | \$5,281.92 | \$5,281.92 | 0.00 | \$0.00 | 1.00 | \$5,281.92 | 1.00 | \$5,281.92 | |
| SCHEDULE 1 SUBTOTAL | | | | | \$1,761,560.73 | | \$1,614,315.52 | | \$136,635.51 | | \$1,762,610.36 | 100% |
| Schedule 2 - Sewer And Water | | | | | | | | | | | | |
| 84 | Connection To Existing Force | EACH | 2 | \$1,400.00 | \$2,800.00 | 2.00 | \$2,800.00 | 0.00 | \$0.00 | 2.00 | \$2,800.00 | 100% |
| 85 | Connection to Existing Stef System | EACH | 3 | \$1,200.00 | \$3,600.00 | 3.00 | \$3,600.00 | 0.00 | \$0.00 | 3.00 | \$3,600.00 | 100% |
| 86 | PVC Sanitary Sewer Pipe 4 IN Diam (Force Main) | LF | 303 | \$44.00 | \$13,332.00 | 274.00 | \$12,056.00 | 0.00 | \$0.00 | 274.00 | \$12,056.00 | 90% |
| 87 | PVC Sanitary Sewer Pipe 6 IN Diam (Stef) | LF | 115 | \$60.00 | \$6,900.00 | 115.00 | \$6,900.00 | 0.00 | \$0.00 | 115.00 | \$6,900.00 | 100% |
| 88 | PVC Sanitary Sewer Pipe 8 IN Diam (Stef) | LF | 1320 | \$46.00 | \$60,720.00 | 1301.00 | \$59,846.00 | 0.00 | \$0.00 | 1301.00 | \$59,846.00 | 99% |
| 89 | Testing Sewer Pipe | LF | 1738 | \$2.00 | \$3,476.00 | 1690.00 | \$3,380.00 | 0.00 | \$0.00 | 1690.00 | \$3,380.00 | 97% |
| 90 | Sewer Cleanout 8 IN Diam | EACH | 15 | \$480.00 | \$7,200.00 | 12.00 | \$5,760.00 | 0.00 | \$0.00 | 12.00 | \$5,760.00 | 80% |
| 91 | Connection To Existing Water Main | EACH | 3 | \$1,800.00 | \$5,400.00 | 3.00 | \$5,400.00 | 0.00 | \$0.00 | 3.00 | \$5,400.00 | 100% |
| 92 | Tapping Sleeve And Valve Assembly (8"x8") | EACH | 2 | \$4,600.00 | \$9,200.00 | 2.00 | \$9,200.00 | 0.00 | \$0.00 | 2.00 | \$9,200.00 | 100% |
| 93 | Ductile Iron Pipe For Water Main 8 IN Diam | LF | 518 | \$65.00 | \$33,670.00 | 472.00 | \$30,680.00 | 0.00 | \$0.00 | 472.00 | \$30,680.00 | 91% |
| 94 | Ductile Iron Pipe For Water Main 6 IN Diam | LF | 9 | \$270.00 | \$2,430.00 | 9.00 | \$2,430.00 | 0.00 | \$0.00 | 9.00 | \$2,430.00 | 100% |
| 95 | Gate Valve 8 IN | EACH | 7 | \$950.00 | \$6,650.00 | 2.00 | \$1,900.00 | 0.00 | \$0.00 | 2.00 | \$1,900.00 | 29% |
| 96 | Blow Off Assembly 2 IN | EACH | 4 | \$1,275.00 | \$5,100.00 | 4.00 | \$5,100.00 | 0.00 | \$0.00 | 4.00 | \$5,100.00 | 100% |
| 97 | Resetting Existing Hydrant | EACH | 1 | \$1,600.00 | \$1,600.00 | 1.00 | \$1,600.00 | 0.00 | \$0.00 | 1.00 | \$1,600.00 | 100% |
| 98 | 1 IN Water Service - Replacement | EACH | 2 | \$2,500.00 | \$5,000.00 | 5.00 | \$12,500.00 | 0.00 | \$0.00 | 5.00 | \$12,500.00 | 250% |
| CO01B | Water Main - Add Restrained Joints | LS | 1 | \$3,197.47 | \$3,197.47 | 1.00 | \$3,197.47 | 0.00 | \$0.00 | 1.00 | \$3,197.47 | 100% |
| SCHEDULE 2 SUBTOTAL | | | | | \$170,275.47 | | \$166,349.47 | | \$0.00 | | \$166,349.47 | 98% |
| MOH | | | | | | | | | | | | |
| 35 MOH | Manhole 48 In Diam Type 1 - MOH | EA | 0 | \$1.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |
| 36 MOH | Manhole 48 In Diam Type 3 - MOH | EA | 0 | \$1.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |
| 38 MOH | Combination Inlet - MOH | EA | 0 | \$1.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |
| 39 MOH | Catch Basin Type 2 48 IN Diam With Combination Inlet - MOH | EA | 0 | \$1.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |
| 54 MOH | Illumination System Larkspur St.- MOH | LS | 0 | \$1.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |
| 55 MOH | Traffic Signal Modification NW Larkspur at NW Lake Rd - MOH | LS | 0 | \$1.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |
| 86 MOH | PVC Sanitary Sewer Pipe 4 In Diam (Force Main) - MOH | LF | 0 | \$1.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |

Project: NW Camas Drive Meadows Drive/NW Larkspur Street Improvements

Contractor: Rotschy - 9210 NE 62nd Ave. Vancouver, WA 98665

Contract Number: City of Camas # S-604

Otak Number: 18218

Estimate No.: 9-FINAL

Date: 10/1/2019

Payment Period: 7/25/2019-9/30/19

| Item No. | Description of Work | Current Contract Values Including CO Deductions & Additions | | | | Previous Quantity | Previous Amount | Current Quantity | Current Amount | Total Quantity to Date | Total Amount to Date | % Complete (I/E) |
|----------------------------|--|--|--------------|------------|-----------------------|----------------------|-----------------------------|---------------------|-----------------------|---------------------------|-----------------------------|------------------|
| | | Unit | Bid Quantity | Unit Price | Plan Total | Previous Quantity | Previous Amount | Current Quantity | Current Amount | Total Quantity to Date | Total Amount to Date | |
| 87 MOH | PVC Sanitary Sewer Pipe 6In Diam (STEF) - MOH | LF | 0 | \$1.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |
| 88 MOH | PVC Sanitary Sewer Pipe 8 In Diam (STEF) - MOH | LF | 0 | \$1.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | |
| MOH SUBTOTAL | | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | |
| | | | | | Current Totals | | Amount to Date Total | | Current Totals | | Amount to Date Total | |
| Schedule 1 Subtotal | | | | | \$1,761,560.73 | | \$1,614,315.52 | | \$136,635.51 | | \$1,762,610.36 | 100% |
| Schedule 2 Subtotal | | | | | \$170,275.47 | | \$166,349.47 | | \$0.00 | | \$166,349.47 | 98% |
| Schedule 2 Sales Tax 8.40% | | | | | \$14,303.14 | | \$13,973.36 | | \$0.00 | | \$13,973.36 | 98% |
| MOH | | | | | | | \$0.00 | | \$0.00 | | \$0.00 | |
| MOH Sales Tax 0.00% | | | | | | | \$0.00 | | \$0.00 | | \$0.00 | |
| PROJECT TOTAL | | | | | \$1,946,139.34 | | \$1,794,638.34 | | \$136,635.51 | | \$1,942,933.18 | 99.8% |

~ PROCLAMATION ~

WHEREAS, the City of Camas is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, the City of Camas is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends and community; and

WHEREAS, the City of Camas is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, the City of Camas acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2019;

NOW THEREFORE, I, Shannon Turk, Mayor of the City of Camas, do hereby proclaim November 1, 2019, as:

“Extra Mile Day”

in the City of Camas, and encourage all citizens to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country or world a better place.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 21st day of October, 2019.

Shannon Turk, Mayor

ORDINANCE NO. 19-010

AN ORDINANCE OF THE CITY OF CAMAS, WASHINGTON, GRANTING NEW CINGULAR WIRELESS PCS, LLC, A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR WIRELESS COMMUNICATIONS FACILITIES IN, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF CAMAS, WASHINGTON

WHEREAS, New Cingular Wireless PCS, LLC (“New Cingular”) has requested a non-exclusive franchise with the City of Camas (“City”) for a period of ten years for the operation of wireless communications facilities within the City Right-of-Way; and

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

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

WHEREAS, New Cingular wishes to construct, operate and maintain wireless communications facilities within the City Right-of-Way; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of residents of the Camas community to enter into a non-exclusive franchise to New Cingular for the operation of wireless communications facilities within the City Right-of-Way.

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

Section I

Grant of Franchise

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

Section II

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

PASSED by the Council and APPROVED by the Mayor this ____ day of _____, 2019.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT “A”

FRANCHISE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF WIRELESS COMMUNICATIONS FACILITIES IN THE CITY OF CAMAS, WASHINGTON

Parties:

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

New Cingular Wireless PCS, LLC, a Delaware limited liability company (“New Cingular”).

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

Section 1. Definitions

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

- 1.1 New Cingular: New Cingular Wireless PCS, LLC, and its respective successors and assigns.
- 1.2 City: The City of Camas, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.
- 1.3 Days: Calendar days.
- 1.4 Facilities: All of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver wireless services, including but not limited to optical converters, remote radios, multiplexers, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, cut-off switches, electric meters, wires, lines, conduits, cables, communication and signal lines and equipment, fiber optic cable, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to distribution and use of wireless services and all other facilities associated with the wireless communications facilities located in the Right-of-Way, utilized by New Cingular in the operation of activities authorized by this Ordinance. The abandonment by New Cingular of any Facilities as defined herein shall not act to remove the same from this definition.
- 1.5 Franchise: This document and any amendments or modifications hereto.
- 1.6 Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's Right-of-Way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
- 1.7 Person: An entity or natural person.
- 1.8 Public Works Director or Director: The head of the Public Works department of the City, or in the absence thereof, the acting director, or the designee of either of these individuals.

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

1.10 Wireless Services: Wireless communications services that New Cingular may lawfully provide in the City.

Section 2. Franchise Granted.

2.1 Pursuant to RCW 35A.47.040, the City hereby grants to New Cingular, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of ten (10) years (the "Initial Term"), beginning on the effective date of this Ordinance. Following the Initial Term, this Franchise shall automatically be renewed for three (3) additional periods of five (5) years (each a "Renewal Term"), unless: (i) New Cingular provides the City notice of its intent not to renew at least ninety (90) days before the expiration of the Initial Term or then current Renewal Term, as applicable, or (ii) with respect to the second Renewal Term or third Renewal Term, the City provides New Cingular notice of its intent not to renew at least three hundred sixty five (365) days before the expiration of the first Renewal Term or second Renewal Term, as applicable.

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

Section 3. Nonexclusive Franchise Grant.

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

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

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

Section 5. No Rights by Implication.

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

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

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

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

Section 6. Conveyance of Rights.

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

Section 7. No Waiver.

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

Section 8. Other Ordinances.

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

Section 9. Right-of-Way Vacation.

If any Right-of-Way or portion thereof used by New Cingular is vacated by the City during the term of this Franchise, the City shall endeavor to specifically reserve the continued use of the Right-of-Way by New Cingular. Unless the City specifically reserves to New Cingular the right to continue the use of vacated Rights-of-Way, New Cingular shall, without delay or expense to the City but upon as much advance notice as feasible under the circumstances (and in no event less than sixty (60) days), remove its facilities from such Right-of-Way and restore, repair or reconstruct the Right-of-Way where such removal has occurred. In the event of failure, neglect or refusal of New Cingular to restore, repair or reconstruct such Right-of-Way after thirty (30) days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by New Cingular within thirty (30) days of receipt of an invoice and documentation.

Section 10. Relocation of Facilities.

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

10.2 If the City determines that a public project necessitates the relocation of New Cingular's existing Facilities, the City shall:

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

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

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

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

10.4 New Cingular may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise New Cingular in writing as soon as practicable if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Facilities. If so requested by the City, New Cingular shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by New Cingular as full and fair a consideration as the project schedule will allow. In the event the City ultimately determines that there is no other reasonable alternative, New Cingular shall relocate its Facilities as directed by the City and in accordance with this Section 10.

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

10.6 Failure to complete a relocation requested by the City in accordance with this Section 10 by the date included in the notice provided for thereby may subject New Cingular to liquidated damages as provided in Section 29 of this Franchise, except in the event New Cingular suffers a force majeure or other event beyond its reasonable control. Alternatively, should the City's Project be delayed as a result of New Cingular's failure to complete a relocation requested in accordance with this Section 10 and provided New Cingular has not suffered a force majeure or other event beyond its reasonable control, then City may, at New Cingular's sole expense, have the Facilities relocated by City's contractor. In such event, New Cingular shall pay the cost of relocation within 30 days of submission of an invoice by City. This Section shall only apply if applied in a non-discriminatory manner and it is necessary for all Facilities and appurtenances to be moved in the same location.

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

of this Franchise and the RCW, the RCW shall control.

10.8 New Cingular recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, New Cingular shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

Section 11. New Cingular's Maps and Records.

As a condition of this Franchise, and at its sole expense, New Cingular shall provide the City with typicals and as-built plans, maps, and records that show the vertical and horizontal location of its Facilities within the Right-of-Way using a minimum scale of one inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format acceptable to the City and in Geographical Information System (GIS) or other digital electronic format acceptable to the City.

Section 12. Undergrounding.

12.1 This Franchise is subject to the undergrounding requirements as may be required or later adopted by the Camas Municipal Code and consistent with applicable federal and Washington State law. New Cingular shall install all of its Facilities (excluding antennas, equipment cabinets, cabling and other equipment that must be above-ground in order to be functional) underground where all adjacent existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility support structures; provided, however, that upon demonstrating that the installation of New Cingular's Facilities on a proposed New Cingular-owned pole is in compliance with the City's Public Works Small Wireless Facility ("SWF") Design Standards, New Cingular may construct such pole in the Right-of-Way; and further provided, however, New Cingular acknowledges and agrees that no New Cingular-owned pole may be placed in the Right-of-Way without the City's prior approval of its location and design.

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

Section 13. Service to Public Buildings (intentionally blank)

Section 14. Excavation and Notice of Entry.

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

14.2 Whenever New Cingular excavates in any Right-of-Way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in the Right-of-Way. In no case shall any work commence within any Right-of-Way without a permit. During the progress of the work, New Cingular shall not unnecessarily obstruct the passage or use of the Right-of-Way, and shall provide the City with plans, maps, and information showing the proposed and final location of any Facilities in accordance with Section 11 of this Franchise.

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

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

Section 15. Stop Work.

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

15.1 Be in writing;

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

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

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

15.5 Establish conditions under which work may be resumed.

Section 16. Emergency Work, Permit Waiver.

In the event of any emergency where any Facilities located in the Right-of-Way are broken or damaged, or if New Cingular's construction area for their Facilities is in such a condition as to

place the health or safety of any person or property in imminent danger, New Cingular shall immediately take any necessary emergency measures to repair or remove its Facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve New Cingular from later obtaining any necessary permits for the emergency work. New Cingular shall apply for the required permits not later than the next business day following the emergency work.

Section 17. Recovery of Costs.

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

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

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

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

Section 19. Safety.

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

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

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

Cingular shall reimburse the City for all reasonable costs incurred by the City in correcting the violation.

Section 20. Authorized Activities.

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

Section 21. Administrative Fee and Utility Tax.

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

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

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

Section 22. [Intentionally omitted.]

Section 23. Indemnification.

23.1 New Cingular agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or New Cingular's activities, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, provided that the City shall give New Cingular timely written notice of its obligation to indemnify the City. New Cingular shall not indemnify the City to the extent any damages, liability or claims result from the City's negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than New Cingular.

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

attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of New Cingular and the City, its officers, employees and agents, New Cingular's liability hereunder shall be only to the extent of New Cingular's negligence. It is further specifically and expressly understood that the indemnification provided in Section 23 of this Franchise constitutes New Cingular's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 24. Insurance.

24.1 Insurance Term. New Cingular shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may be caused, in whole or in part, by operations or activities performed by or on New Cingular's behalf with the issuance of this franchise.

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

24.3 Scope of Insurance. New Cingular shall obtain insurance of the types and coverage described below:

24.3.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 or its equivalent and shall cover liability caused, in whole or in part, by operations, products-completed operations, and contractual liability. There shall be no specific exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured under New Cingular's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

24.3.2 Automobile Liability insurance if vehicles will be used in the performance of this contract, covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

24.4 Amounts of Insurance. New Cingular shall maintain the following insurance limits:

24.4.1 Commercial General Liability insurance shall be written with limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

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

24.5 Other Insurance Provision. New Cingular's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City

shall be excess of the Applicant's insurance and shall not contribute with it.

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

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

24.8 Notice of Cancellation. New Cingular shall provide the City with written notice of any required policy cancellation or nonrenewal that is not replaced, within two business days of their receipt of such notice.

24.9 Failure to Maintain Insurance. Failure on the part of New Cingular to maintain the insurance as required shall constitute a material breach of the Franchise Agreement entitling the City to Liquidated Damages under Section 29, below, or such other and further relief provided for herein or by law. Alternatively, the City may, after giving thirty (30) days' notice to New Cingular to correct the breach, immediately terminate the Franchise.

24.10 Notwithstanding the foregoing, New Cingular shall have the right to self-insure the coverages required in subsection (a). In the event New Cingular elects to self-insure its obligation to include City as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)): (i) New Cingular or its parent company shall have and continuously maintain a tangible net worth of at least two hundred million dollars (\$200,000,000.00); (ii) New Cingular continuously maintains appropriate loss reserves for the amount of its self-insurance obligations under this Section 24, which reserves are annually approved by Ernst & Young, or any successor auditing company; (iii) New Cingular shall undertake the defense of any self-insured claim for which a defense and/or coverage would have been available from the insurance company, including a defense of City, at New Cingular's sole cost and expense, with counsel selected by New Cingular and reasonably acceptable to City; (iv) New Cingular shall use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for New Cingular's election to self-insure; (v) New Cingular shall pay any and all amounts due in lieu of insurance proceeds which would have been payable if New Cingular had carried the insurance policies, which amounts shall be treated as insurance proceeds for all purposes under this Franchise; and (vi) All amounts which New Cingular pays or is required to pay and all loss or damages resulting from risks for which New Cingular has elected to self-insure shall not limit New Cingular's indemnification obligations set forth in this Franchise.

Section 25. Abandonment of New Cingular's Facilities.

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

Section 26. Restoration After Construction.

New Cingular shall, after any abandonment approved under Section 25 of this Franchise, or any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise area,

promptly complete all restoration work and promptly repair any damage caused by such work at its sole cost and expense. New Cingular agrees to complete all restoration in accordance with the approved permit issued by the City, consistent with the City's Engineering Design Standards, for the work in question.

26.1 If New Cingular should fail to leave any portion of the excavation in a condition that meets the City's specifications per the CMC, the City may, on five (5) days' notice to New Cingular, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. New Cingular shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

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

26.3 In the event the work includes cutting and patching existing road surfaces resulting in the degradation of the projected lifespan of the roadway, New Cingular shall compensate the City for the reasonable projected costs resulting from the work, as estimated by the City Engineer or designee.

26.4 New Cingular agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, New Cingular will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 27. Bond or Letter of Credit.

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Franchise, New Cingular shall cause to be furnished a bond or Letter of Credit executed by a corporate surety or financial institution authorized to do business in the State of Washington, in a sum to be set and approved by the Director of Public Works, consistent with the provisions of the CMC, as sufficient to ensure performance of New Cingular's obligations under this Franchise. The bond shall be conditioned so that New Cingular shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

New Cingular may meet the obligations of this Section of this Franchise with one or more bonds acceptable to the City. In the event that a bond issued pursuant to this Section of this Franchise is canceled by the surety, after proper notice and pursuant to the terms of said bond, New Cingular shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section of this Franchise.

Section 28. Recourse Against Bonds and Other Security.

So long as the bond is in place, it may be utilized by the City as provided herein for reimbursement of the City by reason of New Cingular's failure to pay the City for actual costs and expenses incurred by the City to make emergency corrections under Section 18 of this Franchise, to correct Franchise violations not corrected by New Cingular after notice, and to compensate the City for monetary remedies or damages reasonably assessed against New Cingular due to material default or violations of the requirements of City ordinances.

28.1 In the event New Cingular has been declared to be in default of a material provision of this Franchise by the City and if New Cingular fails, within thirty (30) days of mailing of the City's default notice, to pay the City any penalties, or monetary amounts, or fails to perform any of the conditions of this Franchise, or fails to begin to perform any condition that may take more than 30 days to complete, the City may thereafter obtain from the bond, after a proper claim is made to the surety, an amount sufficient to compensate the City for its damages. Upon such withdrawal from the bond, the City shall notify New Cingular in writing, by First Class Mail, postage prepaid, of the amount withdrawn and date thereof.

28.2 Thirty (30) days after the City's mailing of notice of the bond forfeiture or withdrawal authorized herein, New Cingular shall deposit such further bond, or other security, as the City may require, which is sufficient to meet the requirements of this franchise.

28.3 The rights reserved to the City with respect to any bond are in addition to all other rights of the City whether reserved by this Ordinance or authorized by law, and no action, proceeding, or exercise of a right with respect to any bond shall constitute an election or waiver of any rights or other remedies the City may have.

Section 29. Liquidated Damages.

29.1 The City and New Cingular recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of New Cingular's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and New Cingular agree that New Cingular shall pay to the City, the sum set forth below for each day or part thereof that New Cingular shall be in breach of specific provisions of this Franchise. Such amount is agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of New Cingular's breach of such provisions of this Franchise.

29.1.1 Subject to the provision of written notice to New Cingular and a thirty (30) day right to cure period, the City may assess against New Cingular liquidated damages as follows: two hundred dollars (\$200.00) per day for any material breach of the Franchise.

29.1.2 The City shall provide New Cingular a reasonable extension of the thirty (30) day right to cure period described in Section 29.1.1 of this Franchise if New Cingular has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

29.1.3 If liquidated damages are assessed by the City, New Cingular shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

29.1.4 In the event New Cingular fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies New Cingular that there has been a violation.

29.2 The recovery of amounts under Section 29.1.1 of this Franchise shall not be construed to limit the liability of New Cingular under the Franchise or an excuse for unfaithful performance of any obligation of New Cingular. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for City cost recovery purposes.

Section 30. Remedies to Enforce Compliance.

In addition to any other remedy provided herein, the City and New Cingular each reserve the right to pursue any remedy to compel the other to comply with the terms of this Franchise, and the pursuit of any right or remedy by a party shall not prevent such party from thereafter declaring a breach or revocation of the Franchise.

Section 31. Modification.

The City and New Cingular hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such amendment. City agreement shall be binding only upon City Council approval of any substantive alteration, amendment or modification of this Agreement.

Section 32. Force Majeure.

This Franchise shall not be revoked, nor shall New Cingular be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of New Cingular or occurs as a result of circumstances beyond New Cingular's reasonable control. Provided, however, New Cingular acts diligently to correct any such act or omission.

Section 33. City Ordinances and Regulations.

Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate lawful ordinances regulating the performance of the conditions of this Franchise, including any reasonable lawful ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate lawful regulations, the location, elevation, and manner of construction and maintenance of any Facilities by New Cingular. New Cingular shall promptly conform to all such regulations, unless compliance would cause New Cingular to violate other requirements of law.

Section 34. Acceptance/Liaison.

New Cingular's written acceptance shall include the identification of an official liaison who will act as the City's contact for all issues regarding this Franchise. New Cingular shall notify the City of any change in the identity of its liaison.

Section 35. Survival.

All of the provisions, conditions and requirements of Sections 10, Relocation of Facilities; 14, Excavation And Notice Of Entry; 18, Dangerous Conditions; 23, Indemnification; 25, Abandonment of New Cingular's Facilities; and 26, Restoration After Construction, of this Franchise shall be in addition to any and all other obligations and liabilities New Cingular may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to New Cingular and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties and all privileges, as well as all obligations and liabilities of each party shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever such party is named herein.

Section 36. Severability.

If any section, sentence, clause or phrase of this Franchise Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise Ordinance. In the event that any of the provisions of this Franchise Ordinance or of this Franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this Franchise and may amend, repeal, add, replace or modify any other provision of this Franchise Ordinance or of the Franchise granted herein, or may terminate this Franchise.

Section 37. WUTC Tariff Filings, Notice Thereof.

If New Cingular intends to file, pursuant to RCW Chapter 80.28, with the Washington Utilities and Transportation Commission (WUTC), or its successor, any tariff affecting the City's rights arising under this Franchise, New Cingular shall provide the City with fourteen (14) days prior written notice.

Section 38. Binding Acceptance.

This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

Section 39. Assignment.

39.1 This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale or otherwise, without the written approval of the City. The City's approval shall not be unreasonably withheld or delayed. Any reasonable costs associated with the City's review of any transfer proposed by New Cingular shall be reimbursed to the City by the new prospective Franchisee, if the City approves the transfer, or by New Cingular if said transfer is not approved by the City.

39.2 Notwithstanding the foregoing, upon thirty (30) days' written notice, New Cingular may assign this Franchise or its rights or obligations to any person or entity controlling, controlled by, or under common control with New Cingular as of the date of such assignment.

Section 40. Alternate Dispute Resolution.

If the City and New Cingular are unable to resolve disputes arising from the terms of the Franchise granted herein, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to an alternate dispute resolution process in Clark County agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

Section 41. Venue.

If alternate dispute resolution is not successful, the venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Clark County Superior Court.

Section 42. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 43. Notice.

Any notice or information required or permitted to be given to the City or to New Cingular under this Franchise may be sent to the following addresses unless otherwise specified:

If to the City, the notice shall be sent to:

CITY OF CAMAS
City Administrator
616 NE 4th Avenue
Camas, WA 98607

If to New Cingular, the notice shall be sent to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Site No. City of Camas Wireless Franchise Agreement (WA)
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Site No. City of Camas Wireless Franchise Agreement (WA)
208 S. Akard Street
Dallas, TX 75202-4206

Either party can alter their official address for notifications provided in this Section of this Franchise by providing the other party written notice thereof.

Section 44. Directions to City Clerk.

The City Clerk is hereby directed to publish this Ordinance in full and forward certified copies of this ordinance to New Cingular. New Cingular shall have thirty (30) days from receipt of the certified copy of this ordinance to execute this Franchise Agreement. If New Cingular fails to execute this Franchise in accordance with the above provisions, this Franchise shall be null and void.

Section 45. Publication Costs.

New Cingular shall reimburse the City for the cost of publishing this Franchise ordinance within thirty (30) Days of receipt of the City's invoice.

Section 46. Effective Date.

This ordinance shall take effect and be in full force five (5) Days after the date of publication.

Signed by the duly authorized representative of the parties as set forth below:

New Cingular

City

New Cingular Wireless PCS, LLC
a Delaware limited liability company

City of Camas
a Washington Municipal Corporation

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____

_____ by Shannon Turk, Mayor

PASSED BY THE CITY COUNCIL ON _____, 2019.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 19-011

AN ORDINANCE GRANTING NEW CINGULAR WIRELESS PCS, LLC A LICENSE TO ATTACH WIRELESS INSTALLATIONS ON CERTAIN PUBLIC STRUCTURES AND TO UTILIZE CERTAIN PUBLIC INFRASTRUCTURE WITHIN THE CITY OF CAMAS, WASHINGTON.

WHEREAS, New Cingular Wireless PCS, LLC (“New Cingular”) has been granted a non-exclusive franchise with the City of Camas for a period of ten years for the operation of wireless communications facilities within the City right-of-way pursuant to Ordinance No. 19-010; and

WHEREAS, pursuant to Camas Municipal Code 18.35.040E, additional ancillary agreements may be required associated with the attachment of wireless installations to public structures and for the utilization of infrastructure; and

WHEREAS, New Cingular and the City have negotiated the terms of a “License Agreement for Wireless Installations on Public Structures” attached hereto as Exhibit “A”.

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

Section I

Grant of License

The License Agreement for Wireless Installations on Public Structures attached hereto as Exhibit “A” is hereby granted according to its terms. The Mayor is hereby authorized to execute said License Agreement on behalf of the City of Camas.

Section II

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

PASSED BY the Council and APPROVED by the Mayor this _____ day of

_____, 2019.

SIGNED: _____

Mayor

ATTEST: _____

Clerk

APPROVED as to form:

City Attorney

EXHIBIT "A"

LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES IN THE CITY OF CAMAS, WASHINGTON

This License Agreement For Wireless Installations on Public Structures ("Agreement") is made and entered into as of the Effective Date by and between the City of Camas ("Licensor") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, Licensee seeks to attach Wireless Installations to certain Structures and to utilize certain Infrastructure upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee's non-exclusive use of such Structures and Infrastructure in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, concurrently with the execution of this Agreement, Licensor and Licensee are entering into a Franchise Agreement pursuant to which Licensee may construct, maintain, operate, replace and repair wireless communications facilities in, along, under, through and below Licensor's public rights-of-way; and

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 Grant of License. To the extent not already governed by Laws, Licensor hereby grants Licensee a license for Licensee's use of the Licensed Site as necessary to utilize, replace or upgrade Licensor's Structures and Infrastructure, as provided herein and as provided in the individual Site License Agreements signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of the Agreement. No use of Licensor's Structures or Infrastructure under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, that do not conform to this Agreement.

1.2. Permitted Use. Licensee may use Licensor's Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Agreement.

2. TERM

2.1 Agreement Term. This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Agreement Initial Term. The Agreement will be automatically extended for three (3) successive five (5) year renewal terms, unless: (i) Licensee provides Licensor written notice of termination at least ninety (90) days prior to the expiration of the Agreement Initial Term or the then applicable renewal term, as the case may be, or (ii) with respect to the second renewal term or third renewal term, Licensor provides Licensee notice of its intent not to renew at least three hundred sixty five (365) days prior to the expiration of the first renewal term or second renewal term, as the case may be.

2.2 Site License Agreement Term.

(a) The initial term for each individual Site License Agreement shall commence on the Commencement Date and shall be for the Site License Initial Term. Promptly following Licensee's receipt of Licensor's written request, the Parties shall confirm in an Acknowledgment the Commencement Date and expiration date of the Site License Initial Term.

(b) Each Site License Agreement shall be automatically extended for up to three (3) successive Site License Renewal Terms unless Licensee notifies Licensor in writing of Licensee's intent not to renew the Site License at least thirty (30) days prior to the expiration of the Site License Initial Term or the then applicable Site License Renewal Term, as the case may be.

(c) Notwithstanding anything herein, no Site License Agreement which was signed during the Term of the Agreement shall survive beyond the expiration or earlier termination of this Agreement, it being the intent of the parties that each Site License Agreement shall be coterminous with this Agreement, and upon the expiration or earlier termination of this Agreement, Licensee shall submit to Licensor for its review and approval, which shall not be unreasonably withheld or delayed, Licensee's plan for abandonment or removal its Wireless Installations then attached to Licensor's Structures.

3. CHARGES, BILLING AND PAYMENT

3.1 Annual Fee.

(a) Licensee shall pay Licensor a Fee of Two Hundred Seventy and No/100 Dollars (\$270.00) per Wireless Installation located in Licensor's right-of-way for each year of the Site License Term. The Fee is per Wireless Installation, and includes all Structure, Infrastructure, appurtenant equipment and facilities used in connection with each Wireless Installation. Except in the event of a voluntary termination of a Site License Agreement pursuant to Section 13.4(b) below, the Fee will be prorated for any partial year based on a 360-day calculation.

(b) The Fee may be revised once per calendar year to an amount that is calculated pursuant to the terms and conditions of the FCC 2018 Order, calculated pursuant to a cost study which has been reviewed, adopted and approved by Licensor's City's Council and is not subject to further appeals or subject to a complaint before a competent regulatory agency or court. After the revised Fee is final as described in the preceding sentence, Licensor shall provide Notice to Licensee of the Fee in accordance with the notice requirements of this Agreement. The Fee payable under this Agreement will adjust to Licensor's Cost starting with Fee payments that are due at least 90 days after the date of such notice.

(c) Licensor hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates or fees offered to any other entity with respect to Wireless Installations is or will be more favorable than the Fee under this Agreement. If Licensor agrees to a rate or fee that is more favorable than the Fee under this Agreement, Licensee shall be entitled under this Agreement to such rate or fee on and after the date such rate or fee becomes effective.

3.2 Timing of Payment. Licensee shall make the first payment of the Fee under any Site License Agreement within ninety (90) days of the full execution of the Acknowledgment. Thereafter, the Fee shall be paid on or before each anniversary of the Commencement Date during the Site License Term.

3.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Fee) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within ninety (90) days of receipt of invoice accompanied by such

substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

4. SITE LICENSE PROCESS

4.1 Site License Application. Subject to Section 4.4 below, before installing any new or additional Wireless Installation onto any Structure or utilizing any Infrastructure, Licensee shall apply for a Site License Agreement from Licensor using a Site License Application in the form attached as Exhibit 2. Licensee will identify in the Site License Application any Licensor Work it believes needs to be performed in connection with Licensee's use of the Structure and/or Infrastructure.

4.2 Processing of Site License Application. Unless Laws provide otherwise, Licensor will take reasonable steps to notify Licensee of the specific deficiencies in any Site License Application within ten (10) days of its submission. If the initial Site License Application is incomplete, the review timeframe will be reset upon resubmittal of the missing documents. If a resubmitted application is deemed incomplete, the review timeframe will pause (not reset) until the missing information is submitted. Licensor will take reasonable steps to approve or reject each Site License Application within sixty (60) days of its submission for sites that have existing Poles, and ninety (90) days for Sites that do not have an existing Pole. Licensor may, on Technical Grounds, deny all or part of a Site License Application, or limit the number and/or technical characteristics (*e.g.*, weight or size) of any Wireless Installation on any Structure or Infrastructure. In the event Licensor determines, based upon Technical Grounds, that inadequate space or structural capacity exists on its Structure(s) or inadequate space or capacity exists on its Infrastructure to accommodate any proposed Wireless Installation, Licensee may elect to have such Structure(s) replaced or upgraded as part of Licensor Work or such Infrastructure replaced or upgraded as part of Licensor Work, at Licensee's sole expense, with Structure(s) or Infrastructure with adequate space and structural capacity to accommodate the proposed Wireless Installation. In the event of rejection on Technical Grounds of a Site License Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection. In the event that Licensor approves Licensee's Site License Application, then the Parties shall promptly proceed in good faith to sign and deliver a Site License Agreement for the Wireless Installation in the form attached as Exhibit 3 fully consistent with Licensor's approval of the Site License Application.

4.3 Consolidated Site License Application. For small cell networks involving Wireless Installations on multiple Structures and/or Infrastructure, Licensee may, in its discretion, file a consolidated application for utilization of multiple Structures and Infrastructure, and upon approval by Licensor, the Parties shall enter into a separate Site License Agreement for each approved Structure and/or Infrastructure location.

4.4 Modifications and Replacements. Except for any Wireless Installation installed upon a decorative Structure or upon a Structure located within either a scenic or historic district, subsequent to the original Wireless Installation approved by Licensor, Licensee may, without submitting a new Site License Application, modify or replace all or a portion of the Wireless Installation so long as such modification or replacement (a) results in the installation of equipment within the spaces designated or depicted in the Site License Application and (b) the resulting installation does not increase the load on the applicable Structure or the utilization of the Infrastructure beyond the loading or utilization, if any, that was established in the original Site License Application. Licensee shall still be required to notify the Licensor of the work and obtain any other permits required by the Camas Municipal Code to complete the work.

4.5 Pre-Approved Wireless Installations. Once a Wireless Installation design has become a Pre-Approved Wireless Installation for Licensee's use of a Structure and/or Infrastructure, then Licensee shall be allowed to install a Wireless Installation using any such Pre-Approved Wireless Installation without further land use review or approval by Licensor, subject to space and structural

capacity and loading review by Licensor during the building permit review process. All other municipal reviews and approvals, including the execution of a Site License Agreement, building permits and right of way permits, shall apply to the installation of any Pre-Approved Wireless Installation.

4.6 Additional License and Permits Required by Camas Municipal Code. To the extent not in contravention of any applicable Law, Wireless Installations will be installed, operated and maintained by or on behalf of Licensee in accordance with applicable provisions of the Camas Municipal Code regulating wireless communications facilities. Licensee or its designee may be required to apply for and obtain additional permits from the Licensor, including but not limited to a permit issued by the Licensor for work performed within the rights-of-way, prior to Licensor issuing a Site License Agreement. Execution of this Agreement or any Site License Agreement does not constitute the issuance of a Permit.

5. LICENSOR WORK FOR STRUCTURES AND INFRASTRUCTURE

5.1 Licensor Work. At the time of approving the Site License Application, Licensor will advise Licensee whether Licensor is willing to perform Licensor Work identified in the Site License Application. If Licensor indicates it is willing to perform the Licensor Work, Licensor will provide Licensee with a Licensor Work Cost Estimate within fourteen (14) days of Licensor authorizing the Site License Agreement in accordance with Section 4.2, unless Laws provides a different deadline. Licensee shall have sixty (60) days from the receipt of such a Licensor Work Cost Estimate to accept the estimate, unless Laws provides a different deadline.

5.2 Licensor Work Timeline. Licensor will begin Licensor Work promptly after it has received Licensee's Approved Licensor Work Cost Estimate and full payment thereof and complete all Licensor Work within sixty (60) days thereafter. If Licensor does not indicate that it is willing to perform the Licensor Work, Licensee may perform the Licensor Work itself.

5.3 Licensor Work Reconciliation. If the actual and reasonable costs incurred by Licensor in completing a Licensor Work exceed the pre-paid Approved Licensor Work Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within ninety (90) days of receipt of the invoice accompanied by reasonable substantiation. If such Licensor Work costs are less than the pre-paid Approved Licensor Work Cost Estimate, Licensor will refund the excess Licensor Work payment to Licensee within ninety (90) days following completion of the Licensor Work. No interest shall accrue on any Licensee overpayment or underpayment for Licensor Work

5.4 Costs To Rearrange/Adjust Facilities of Others. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Installation, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with (a) the requirements and specifications of Safety Codes; (b) Licensor's reasonable standards, and (c) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction. Changes to the requirements, specifications, standards, rules and orders in subsections (a), (b) and (c) shall not apply retroactively unless required by Laws, and Licensor shall give at least sixty (60) days' written notice of changes to the standards in subsection (c).

6.2 No Liens. Licensee will not allow to exist any lien with respect to any Structure or Infrastructure or other Licensor property or facility resulting from any work performed by or on behalf

of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) days of receipt of written notice from Licensor of the existence of such lien.

6.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors which perform work in furtherance of this Agreement are adequately trained and skilled to access Structures and Infrastructure in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES. Licensee shall install or cause to be installed a separate electric meter on a ground mounted pedestal or on Licensee's pad mounted equipment cabinet as required by the electric provider for the operation of its Equipment. Licensee shall be responsible for paying all charges for any electricity furnished by a utility Licensee furnishing service to the Equipment.

8. OPERATION AND MAINTENANCE

8.1. RF Emissions. Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be performed with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and to restore power as promptly as much as reasonably possible.

8.2 Interference.

(a) Licensee will operate its Wireless Installations in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, which transmissions are operated in compliance with Laws.

(b) Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies to use a Structure or Infrastructure, Licensor knows that such third party's use shall cause Interference with the Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement.

(c) Licensor will not, nor will Licensor permit its employees, invitees, agents or independent contractors to intentionally cause Interference with Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within five (5) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to determine the root cause of the Interference and to develop workable solutions to resolve the Interference in a mutually acceptable manner.

9. RELOCATION AND ABANDONMENT

9.1 Licensee agrees and covenants at no cost to Licensor, to relocate its Wireless Installations when requested to do so by Licensor for a public project, provided that, Licensee shall in all such cases have the privilege, upon approval by Licensor, to temporarily bypass, in the authorized

portion of the same right of way any Wireless Installations required to be relocated.

9.2 If Licensor determines that a public project necessitates the relocation of Licensee's existing Wireless Installations, Licensor shall:

(a) At least seventy-five (75) days prior to the commencement of such project, provide Licensee with written notice of known Wireless Installations requiring such relocation; and

(b) Provide Licensee with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for Licensee's Wireless Installations.

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

9.3 After receipt of such notice and such plans and specifications and meeting, Licensee shall complete relocation of its Wireless Installations at no charge or expense to Licensor at least ten (10) days prior to commencement of the project.

9.4 Licensee may, after receipt of written notice requesting a relocation of its Wireless Installations, submit to Licensor written alternatives to such relocation. Licensor shall evaluate such alternatives and advise Licensee in writing as soon as practicable if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Wireless Installations. If so requested by Licensor, Licensee shall submit additional information to assist Licensor in making such evaluation. Licensor shall give each alternative proposed by Licensee as full and fair a consideration as the project schedule will allow. In the event Licensor ultimately determines that there is no other reasonable alternative, Licensee shall relocate its Wireless Installations as directed by Licensor and in accordance with this Section 9 of this Agreement.

9.5 Licensor will notify Licensee as soon as practical of any Wireless Installations that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. Licensee will work with Licensor to design and complete a relocation to facilitate the completion of the public project with minimum delay.

9.6 Failure to complete a relocation requested by Licensor in accordance with this Section 9 of this Agreement by the date included in the notice provided for thereby may subject Licensee to liquidated damages as provided in Section 14 of this Agreement, except in the event Licensee suffers a force majeure or other event beyond its reasonable control. Alternatively, should Licensor's project be delayed as a result of Licensee's failure to complete a relocation requested in accordance with this Section 9 of this Agreement and provided Licensee has not suffered a force majeure or other event beyond its reasonable control, then Licensor may, at Licensee's sole expense, have the Wireless Installations relocated by Licensor's contractor. In such event, Licensee shall pay the cost of relocation within 30 days of submission of an invoice by Licensor. This Section shall only apply if applied in a non-discriminatory manner and it is necessary for all Wireless Installations and appurtenances to be moved in the same location.

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

9.8 Licensee recognizes the need for Licensor to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by Licensor and other public utility providers. Thus, Licensor reserves the right to maintain clear zones within the public right of way for installation and maintenance of said utilities. The clear zones for each right of way segment shall be noted and conditioned with the issuance of each right of way permit. If adequate clear zones are unable to be achieved on a particular right of way, Licensee shall locate in an alternate right of way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

9.9 No portion of the Wireless Installations attached to the Structures or Infrastructure by Licensee may be abandoned by Licensee without the express written consent of Licensor. Any plan for abandonment or removal of Licensee's Wireless Installations must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work.

10. INSURANCE

10.1 Insurance Term. Licensee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may be caused, in whole or in part, by operations or activities performed by or on Licensee's behalf with the issuance of this Agreement.

10.2 No Limitation. Licensee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Licensee to the coverage provided by such insurance, or otherwise limit Licensor's recourse to any remedy available at law or in equity.

10.3 Scope of Insurance. Licensee shall obtain insurance of the types and coverage described below:

(a) Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 or its equivalent and shall cover liability caused, in whole or in part, by operations, products-completed operations, and contractual liability. There shall be no specific exclusion for liability arising from explosion, collapse or underground property damage. Licensor shall be included as an additional insured under Licensee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

(b) Automobile Liability insurance if vehicles will be used in the performance of this contract, covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

10.4 Amounts of Insurance. Licensee shall maintain the following insurance limits:

(a) Commercial General Liability insurance shall be written with limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

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

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

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

10.7 Verification of Coverage. Licensee shall furnish Licensor with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of Licensee before issuance of the Permit.

10.8 Notice of Cancellation. Licensee shall provide Licensor with written notice of any required policy cancellation or nonrenewal that is not replaced, within two business days of their receipt of such notice.

10.9 Failure to Maintain Insurance. Failure on the part of Licensee to maintain the insurance as required shall constitute a material breach of the Agreement entitling Licensor to Liquidated Damages under Section 14, below, or such other and further relief provided for herein or by law. Alternatively, Licensor may, after giving thirty (30) days' notice to Licensee to correct the breach, immediately terminate this Agreement.

10.10 Self-Insurance. Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in subsection (a). In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)): (i) Licensee or its parent company shall have and continuously maintain a tangible net worth of at least two hundred million dollars (\$200,000,000.00); (ii) Licensee continuously maintains appropriate loss reserves for the amount of its self-insurance obligations under this Section 10, which reserves are annually approved by Ernst & Young, or any successor auditing company; (iii) Licensee shall undertake the defense of any self-insured claim for which a defense and/or coverage would have been available from the insurance company, including a defense of Licensor, at Licensee's sole cost and expense, with counsel selected by Licensee and reasonably acceptable to Licensor; (iv) Licensee shall use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for Licensee's election to self-insure; (v) Licensee shall pay any and all amounts due in lieu of insurance proceeds which would have been payable if Licensee had carried the insurance policies, which amounts shall be treated as insurance proceeds for all purposes under this Agreement; and (vi) All amounts which Licensee pays or is required to pay and all loss or damages resulting from risks for which Licensee has elected to self-insure shall not limit Licensee's indemnification obligations set forth in this Agreement.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, EXCEPT THAT THE EXPRESS INDEMNIFICATION OBLIGATIONS MADE BY THE PARTIES IN SECTION 12 OF THIS AGREEMENT SHALL STILL APPLY.

12. INDEMNIFICATION

12.1 Licensee agrees to indemnify, save and hold harmless, and defend Licensor, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Agreement or Licensee's activities, or any casualty or accident to person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Agreement, provided that Licensor shall give Licensee timely written notice of its obligation to indemnify Licensor. Licensee shall not indemnify Licensor to the extent any damages, liability or claims result from Licensor's negligence, willful misconduct, or breach of obligation of Licensor, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which Licensor is legally responsible, or for any activity or function conducted by any person other than Licensee.

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

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Licensee and Licensor, its officers, employees and agents, Licensee's liability hereunder shall be only to the extent of Licensee's negligence. It is further specifically and expressly understood that the indemnification provided in Section 12 of this Agreement constitutes Licensee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

13. DEFAULT AND TERMINATION

13.1 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default, then thereafter Licensor may elect any of the following remedies:

- (a) suspend Licensee's access to the Structure or Infrastructure to which the Default pertains;
- (b) terminate the specific Site License Agreement(s) or affected portion thereof covering the Structure(s) or Infrastructure to which the Default pertains;
- (c) require Licensee's obligation to which the Default has been declared to be specifically performed; or
- (d) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

13.2 Licensor's Default and Licensee's Remedies. If Licensor does not cure its Default, then thereafter, Licensee may elect to pursue any rights or remedies available to Licensee at law or in equity.

13.3 Voluntary Termination of Site License Agreement.

(a) A Site License Agreement may be terminated by Licensee for any reason or no reason, and without further liability to Licensee, at any time prior to the Commencement Date effective upon written notice to Licensor.

(b) A Site License Agreement may be terminated by Licensee after the Commencement Date for any reason or no reason effective upon the later of (i) thirty (30) days' following written notice to Licensor and (ii) the date of removal of the Wireless Installation. In the event Licensee has paid a Fee to Licensor for the use of the Licensed Site, then Licensor shall have the right to retain the Fee without refund or other credit to Licensee.

14. LIQUIDATED DAMAGES.

14.1 Licensor and Licensee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by Licensor as a result of Licensee's breach of certain provisions of this Agreement. Accordingly, instead of requiring such proof, Licensor and Licensee agree that Licensee shall pay to Licensor, the sum set forth below for each day or part thereof that Licensee shall be in breach of specific provisions of this Agreement. Such amount is agreed to by both parties as a reasonable estimate of the actual damages Licensor would suffer in the event of Licensee's breach of such provisions of this Agreement.

(a) Subject to the provision of written notice to Licensee and a thirty (30) day right to cure period, Licensor may assess against Licensee liquidated damages as follows: two hundred dollars (\$200.00) per day for any material breach of the Agreement.

(b) Licensor shall provide Licensee a reasonable extension of the thirty (30) day right to cure period described in Section 14.1(a) of this Agreement if Licensee has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

(c) If liquidated damages are assessed by Licensor, Licensee shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

(d) In the event Licensee fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date Licensor notifies Licensee that there has been a violation.

14.2 The recovery of amounts under Section 14.1(a) of this Agreement shall not be construed to limit the liability of Licensee under the Agreement or an excuse for unfaithful performance of any obligation of Licensee. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for Licensor cost recovery purposes.

15. CASUALTY.

In the event of damage to a Structure and/or Infrastructure due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event is reasonably be expected to disrupt Licensee's operations on the Structure and/or Infrastructure for more than forty-five (45) days, then Licensee may, at any time following such Casualty Event; (i) terminate the applicable Site License Agreement or affected portion thereof upon fifteen (15) days' written notice to Licensor; (ii) place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the Structure and/or Infrastructure, as the case may be, until such time as the Structure and/or Infrastructure is restored and

the Wireless Installation is returned to full on-air operation in the ordinary course of Licensee's business; or (iii) submit a new Site License Application for an alternate location equivalent to Licensee's current use of the Structure and/or Infrastructure, in which case Licensor shall waive the application fee and transfer all remaining rights to the new Structure and Infrastructure, as the case may be, as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Site License Agreement, notice of termination shall cause the applicable Site License Agreement or affected portion thereof to terminate with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Site License Agreement. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof, and to be reimbursed for any prepaid Fee on a pro rata basis. If Licensee does not elect to terminate the applicable Site License Agreement, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that the Wireless Installation is returned to full on-air operation in the Licensed Site in the ordinary course of Licensee's business.

16. MISCELLANEOUS PROVISIONS

16.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

| | |
|--|---|
| <p>If to Licensee (including invoices):</p> <p>New Cingular Wireless PCS, LLC Attn: Tower Asset Group – Lease Administration Re: Wireless Installation on Public Structures (City of Camas) (WA) FA No.: _____ 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319</p> | <p>If to Licensor:</p> <p>City of Camas Attn: City Administrator 616 NE 4th Avenue Camas, WA 98607</p> |
| <p>With a copy to the AT&T Legal Department:</p> <p>New Cingular Wireless PCS, LLC Attn: AT&T Legal Dept. - Network Operations Re: Wireless Installation on Public Structures (City of Camas) (WA) FA No: _____ 208 S. Akard Street Dallas, TX 75202-4206</p> | |

Contact Number for day to day operation:

Licensor: 1-360-834-6864
Licensee: 1-800-638-2822

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

16.2 Force Majeure. This Agreement shall not be revoked, nor shall Licensee be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of Licensee or occurs as a result of circumstances beyond Licensee's reasonable control. Provided, however, Licensee acts diligently to correct any such act or omission.

16.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Structures are located.

16.4 Compliance with Laws. Licensee and Licensor agree to comply with all Laws.

16.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the state where the Structures are located without regard to its conflict of laws principles, and, where applicable, federal law.

16.6 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

16.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application, except that, notwithstanding a New Law, the Fee shall remain unchanged for any Wireless Installations in place as of the time the New Law became effective. In the event that the Parties are unable to agree upon such new rates, terms of conditions within ninety (90) days after such notice, then any rates contained in the New Law shall apply as of the effective date of the New Law forward (except as to the Fee for any Wireless Installations in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

16.8 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

16.9 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

16.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

16.11 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

16.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be

deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

City of Camas,
a Washington Municipal Corporation

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: _____

By: AT&T Mobility Corporation
Its: Manager

Name: Shannon Turk

By: _____

Its: Mayor

Name: _____

Date: _____

Its: _____

Date: _____

EXHIBIT 1
DEFINED TERMS

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

“Abandon” means to permanently relinquish ownership of a Structure and/or Infrastructure in its then existing location.

“Acknowledgment” means a written memorandum signed by the Parties confirming the Commencement Date and the date of expiration of the Site License Initial Term.

“Affiliate” means any entity that controls, is controlled by, or is under common control with a Party.

“Agreement Initial Term” means an initial term of ten (10) years.

“Annual Term” means a term of one (1) year.

“Approved Licensor Work Cost Estimate” means Licensee’s written approval of a Licensor Work Cost Estimate.

“Casualty Event” means any casualty, fire, act of God, or other harm affecting a Structure and/or Infrastructure licensed in whole or in part to Licensee pursuant to a Site License Agreement.

“Commencement Date” means the first day of the month following the day Licensee commences installation of the Wireless Installation at a particular location under a Site License.

“Days” means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state where the Structure is located), that date shall be extended to the next business day.

“Default” means the failure by a Party to perform any material term of condition of this Agreement where such failure continues for a period of more than thirty (30) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the material term or condition of this Agreement which the Party is alleged to have failed to perform. Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such thirty (30) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party again whom the failure to perform has been alleged.

“Effective Date” means the latest date in the signature blocks in the Agreement.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“FCC” means the Federal Communications Commission.

“FCC 2018 Order” means the Federal Communications Commission’s Declaratory Ruling and Third Report and Order, FCC 18-133, Released September 27, 2018.

“Fee” means the annual payment for Licensee’s Permitted Use of the Structure and Infrastructure at the Licensed Site.

“Holdover Term” means a month to month term following the termination of a Site License Agreement.

“Infrastructure” means any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to a Structure or otherwise located in the public right of way or other location controlled or owned by Licensor.

“Interference” means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee’s Wireless Installation utilizing a Structure or Infrastructure authorized to be used by Licensee pursuant to Site License Agreement.

“Laws” means all federal, state and local laws, orders, rules and regulations applicable to Licensee’s use of the Wireless Installation on the Structure and/or Infrastructure and Licensor’s ownership and use of the Structure, Infrastructure and any other improvements or equipment in the public right of way, as the case may be.

“Licensed Site” means the areas approved for Licensee’s Permitted Use as described or depicted in a Site License Agreement.

“Licensee Indemnitees” means Licensee, its employees, affiliates, officers, directors, successors and assigns.

“Licensor Indemnitees” means Licensor, its officers, officials and employees.

“Licensor’s Cost” means Licensor’s cost calculated pursuant to the terms and conditions of the FCC 2018 Order.

“Licensor Work” means the work required on, in or to Licensor’s Structure and/or Infrastructure to accommodate Licensee’s Wireless Installation, including relocating, replacing, upgrading and/or reinforcing the existing Structure or Infrastructure.

“Licensor Work Cost Estimate” means Licensor’s written estimate of the estimated direct costs, including fully loaded labor costs to perform the Licensor Work in a Site License Application.

“NEC” means the National Electric Code.

“NESC” means the National Electrical Safety Code.

“New Laws” means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the rates, terms or conditions of the Agreement.

“Person” or “Persons” means any person or entity;

“Parties” means Licensor and Licensee collectively.

“Party” means individually Licensor and Licensee.

“Permitted Use” means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Installation necessary for the successful and secure use of the Licensor’s Structures and Infrastructure.

“Pre-Approved Wireless Installation” means any Wireless Installation design for Licensee’s use of a Structure and/or Infrastructure which has been approved in writing by Licensor.

“RF” means radio frequency.

“Safety Codes” means collectively the NEC, NESC, and any and all other applicable regulatory codes for safe practices when performing work on or near a Structure and/or Infrastructure.

“Site License Agreement” means the Site License Agreement attached as Exhibit 3.

“Site License Application” means an application by Licensee to use a Licensed Site in the form attached as Exhibit 2.

“Site License Initial Term” means an initial term of ten (10) years.

“Site License Renewal Term” means a renewal term of five (5) years upon the same terms and conditions as set forth in the applicable Site License.

“Site License Term” means collectively the Site License Initial Term, any Site License Renewal Terms, any Annual Terms and any Holdover Term.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

“Term” means the Agreement Initial Term and any renewal terms exercised pursuant to Section 2.1 of the Agreement.

“Wireless Installation” means antennas, communications equipment, electric and communications cables, and related accessories and improvements, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services pursuant to FCC licenses issued to Licensee, and all associated equipment, located in, under, upon, adjacent to or through a Structure or Infrastructure owned or controlled by Licensor pursuant to a Site License Agreement (in accordance with Section 4.2 hereof) approved in writing by Licensor.

**EXHIBIT 2
SITE LICENSE APPLICATION**

Page 1 of 2

| | | | | | | |
|----------------------|--|---------------|--------------------------------|--|---------------|---|
| | | | <u>Equipment Owner</u> | | | <u>Applicant (if different than Equipment Owner)</u> |
| Application Date: | | Name: | New Cingular Wireless PCS, LLC | | Name: | |
| Site Name/Project #: | | Address: | | | Address: | |
| | | Contact Name: | | | Contact Name: | |
| Approved by: | | Phone #: | | | Phone #: | |
| Date: | | | | | Email: | |

Approval of this application does not constitute as the permitting approval of the Wireless Installation; a separate application for permitting is required for construction and operation.

WIRELESS INSTALLATION - ATTACHMENT TO EXISTING STRUCTURE

| Structure Pole # | Location/GPS Coordinates | | Antenna Grade (Highest Point) | Antenna Dimensions (HxWxD) | Equipment Weight | Transmit Frequency | Receive Frequency | Output Power Level |
|------------------|--------------------------|------|----------------------------------|-------------------------------|------------------|--------------------|-------------------|--------------------|
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| Notes: | | | | | | | | |

**EXHIBIT 2
SITE LICENSE APPLICATION**

Page 2 of 2

WIRELESS INSTALLATION – STRUCTURE REPLACEMENT

| Structure Pole # | | Location/GPS Coordinates | | Antenna Grade (Highest Point) | Antenna Dimensions (HxWxD) | Equipment Weight | Transmit Frequency | Receive Frequency | Output Power Level |
|------------------|--|--------------------------|------|----------------------------------|-------------------------------|---------------------|-----------------------|----------------------|-----------------------|
| | | LAT | LONG | | | | | | |
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| Notes: | | | | | | | | | |

EXHIBIT 3
FORM OF SITE LICENSE AGREEMENT

This is Site License Agreement, is made this _____ day of _____, 20____, between _____ [name of City/Town/Village/County/etc.] (“Licensor”) and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Licensee”).

1. License Agreement for Wireless Installations on Public Structures. This Site License Agreement as referenced in that certain License Agreement for Wireless Installations On Public Structures, between Licensor and Licensee dated _____, 20____ (“Agreement”). Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Agreement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Agreement, the terms of this Site License Agreement shall govern. Capitalized terms used in this Site License Agreement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.

2. Project Description and Locations. Licensee shall have the right to install and attach Wireless Installations on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific Structure and Infrastructure as identified and described in Exhibit 1 attached hereto (collectively the “Licensed Site”).

3. Term. The Site License Term of this Site License Agreement shall be as set forth in Section _____ of the Agreement.

4. Fee. The Fee shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Section _____ of the Agreement.

5. Special Provisions, If Any (Specific to the Licensed Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LICENSOR:

City of Camas

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBITS

- 1** Licensed Site, Wireless Installation Equipment List and Plans

EXHIBIT 1 TO SITE LICENSE AGREEMENT

Licensed Site, Wireless Installation Equipment List and Plans

Licensee Wireless Installation Reference: [LICENSEE TO COMPLETE]

FA / USID:

Site Name: CRAN_POLYGON NAME_NODE #

PTN / PACE:

Structure pole number: [LICENSOR TO COMPLETE]

Structure Latitude and Longitude (Approximate): [LICENSEE TO COMPLETE]

Wireless Installation Equipment List: [LICENSEE TO COMPLETE]

Wireless Installation Plans: See the attached plan set dated _____ 20__ prepared by _____ consisting of (____) page(s).



STAFF REPORT

File No. MC19-01, MC19-03, MC19-04, & MC19-06

Miscellaneous Code Updates (Chapter 9.32 & 12.12, and Title 17 & 18)

Signs (Chapter 18.15)

Accessory Dwelling Units (Chapter 18.27)

Fencing (Section 18.17.050)

TO Mayor Turk
City Council

FROM Robert Maul, Planning Manager
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DATE October 21, 2019

Summary

At the beginning of this year, Council agreed on a list of action items at the annual council planning conference to accomplish. A couple of the action items included updates to the Sign Code and the Accessory Dwelling Unit (ADU) Code. Staff researched other jurisdiction's codes and compared them to the City of Camas code, which resulted in proposed code amendments that encourages the development of ADUs and addresses the advancing technology and aesthetic value of electronic message board signs. As an outcome from the annual council planning conference, staff continued to collaborate with the Development Community to receive input on development code issues that have been challenging to administer and interpret since the past review cycle. An Ad Hoc group consisting of members from the development community provided input on changes they would like to see to the Camas Municipal Code. Staff brought the proposed amendments before Planning Commission for a workshop and a public hearing. Staff was directed to update the fencing section concerning height limitations.

Findings

MISC. CODE UPDATES

CMC Section 9.32.050(A)(5) – Public disturbance noises.

There is increased public concern with interior new home construction noises. The current CMC only provides regulations for exterior construction noise. By striking "exterior", the city can better regulate public disturbance noise regulations.

CMC Section 12.12.010 – Permit – Required & CMC Section 12.12.020 – Permit – Fee – Terms.

Staff has been reviewing existing agreements with franchise utilities in an attempt to ensure that all agreements are current. During this investigation, staff found verbiage in CMC 12.12 Excavations that is

inconsistent with the necessity and practice of requiring encroachment permits from franchise utility companies doing work within the City rights-of-way.

The current code states that utility franchises do not need to acquire encroachment permits; however, the engineering division finds it essential to verify potential utility conflicts, traffic control plans, surface restoration and construction methodology by way of an encroachment permit. The permit is used to ensure that the utility work is not creating issues of safety, health and welfare to the general public. This process also allows staff to identify potential impacts to City utilities and streets.

CMC Section 17.09.030(C)(3) – Preliminary short plat approval.

The proposed amendment is to strike out “included” and insert “considered by the City” to allow the City the flexibility to consider WDOT’s recommendations instead of requiring the City to add WDOT’s conditions of approval to the decision.

CMC Section 17.09.040 – Expiration.

A subdivision application expires after five years with a possible two year extension while a short plat expires after five years with a possible four year extension. The suggestion is to allow the same extension time frame of two years.

CMC Section 17.19.030(D)(2) – Tract, block and lot standards.

In the past, there has been concern with how the term “practical” has been interpreted. The intent of this section of CMC is to create side lot lines as close to a 90 degree angle as possible to line up with utilities. The proposed amendment includes striking the word “shall” and replacing it with “generally” so the term “practical” isn’t taken too literally.

CMC Section 17.19.030(F) – Landscaping.

This section currently requires a storm facility to maintain a 30 foot setback from a street. Throughout the years, staff has supported additional conditions of a permit to allow storm facilities to be constructed closer to a street if there was an enhanced landscaping buffer. This amendment would eliminate the need for recurring additional conditions with each permit.

CMC Section 17.21.010(C) & CMC Section 17.21.050(D)

The additions to both Chapters 17.21.010.C and 17.21.050.D are a means of clarifying the link between Title 17 - Land Development requirements, specifically Chapter - 17.21 Procedures for Public Improvements and the encroachment permit requirements of Title 12 - Streets, Sidewalks and Public Places, specifically Chapter 12.12 Excavations. Both the noted language additions are already requirements under Chapter 12.12.20 and 12.12.040.

Adding the reference to Chapter - 17.21 Procedures for Public Improvements will ensure that Developers are aware of the time limits for uncompleted work within the rights-of-way that is outlined in Chapter 12.12.20 paragraph 3, and related financial security as outlined in Chapter 12.12.040.

CMC Section 17.21.060(B)(2)(a)– Contents of Final Plat or Short Plat.

This section references the surveyor’s certificate requirements in RCW 58.09.080 that needs to appear on a final plat. RCW 64.90.245 needs to be referenced as well because it includes additional requirements for a surveyor’s certificate on a plat.

CMC Section 17.21.060(B)(2)(e) – Contents of Final Plat or Short Plat.

The proposed change is to strike out “this title and with” and add “CMC Title 17 and” for clarification.

CMC Section 18.03.040 – Definitions for development terms. and 18.09.040 Table 2

Staff has interpreted that the lot width is measured at the front of the building envelope. In developments that contain irregular shaped lots such as pie-shaped lots, the front of the building envelope is further from the front property line than a “regular” rectangular shaped lot. The intent behind this section of code is to avoid snout houses. Snout houses are dwellings with a front façade containing mostly garage which creates an aesthetically unpleasant appearance for a neighborhood. Although the intent is to avoid snout houses, the definition forces a smaller building envelope for pie-shaped lots.

The suggestion is to change the lot width definition so the definition does not require the building envelope to be located at the minimum lot width of pie-shaped lots. Since the intent is to avoid snout houses, adding a garage setback requirement from the front of the house will solve this conflict.

CMC Section 18.07.030 – Table 1 – Commercial and industrial uses.

Storage facilities are currently permitted in Light Industrial, Heavy Industrial and Business Park. A conditional use permit is required in Community Commercial and Regional Commercial zones. Staff is proposing to prohibit storage facilities in all zones except Light and Heavy Industrial. Community Commercial zones are intended for retail, professional services, and eating and drinking establishments. Regional Commercial is intended for merchandise, services of food clusters and some recreational activities. Business Park is intended for employment growth with a campus like style. Light and Heavy Industrial are intended for warehousing, research, and storage. Storage facilities do not fit into commercial or business park zoning, therefore it is proposed to only be permitted in Light and Heavy Industrial zones because it better fits into the character of the zoning.

CMC Section 18.09.040 Table 2 – Building Setbacks for Single-Family Residential Zones.

The proposed amendment is to reduce the “side yard flanking a street” setback and increase the rear yard setback for corner lots to push the house to the front of the lot to allow for a larger backyard. Setbacks for corner lots don’t allow for a large enough backyard because both sides abutting a street are treated as two front yards instead of one front and one side yard. The building envelope will likely be larger however, the dwelling will still be limited to the lot coverage requirements for the zone. This change will not impact the vision clearance area.

CMC Section 18.13.060(C) – Parking areas.

This change is to correct a typo. “C” is stated twice.

CMC Section 18.18.040 – Submittal and contents of a complete application.

The proposed amendment is to strike out this section because Engineering does not need this estimate until the plans are actually submitted for construction review.

SIGNS

CMC 18.15.040(A)(8) – General definitions and regulations

A definition for “nit” was added because in section 18.15.110(E) – Sign illumination, the proposed code changes reference nits, therefore a definition has been added. The definition is from the City of Bonney Lake Municipal Code.

CMC 18.15.040(B)(8) –Sign Types

Planning Commission had a concern with the size of electronic message board signs permitted. Currently the code allows electronic message board signs to be 30% of the total sign area or 100 square feet, whichever is larger. The proposed change is to reduce the size to 36 square feet, which permits an electronic message board sign to be 6’ by 6’ or 30% of total sign area, whichever is less. By changing to “whichever is less”, electronic message board signs cannot exceed 30% of the total sign area until they reach 36 square feet. This will prevent oversized and distracting electronic message board signs in the City.

The technology for signs is advancing. Electronic message board signs are starting to look like videos instead of messages. To avoid distracting videos from taking place on signs, language is proposed to be added to prohibit videos from being displayed on electronic message board signs.

CMC 18.15.110 – Sign illumination

The proposed amendment is to add electronic message board sign regulations under section 18.15.110 because sign illumination relates to electronic message board signs. Subsection “D” and “E” were added to regulate the brightness and architectural appearance of signs. Most signs are the same brightness at night and during the day and do not fit in with its surroundings. This proposed addition is from the City of Bonney Lake Municipal Code and will regulate the appearance and brightness of electronic message board signs.

FENCING

CMC Section 18.17.050 – Fences and walls.

Staff has been directed to look at tightening up language for fencing height for added clarity. The proposed change includes decorative elements into the 6 foot maximum fence height.

ACCESSORY DWELLING UNITS

CMC Section 18.27.010(E) – Purpose.

The purpose reflects the overall intent of the chapter. The sentence proposed to be added is from the City of Vancouver’s Code. Many single family homeowners are concerned that ADUs could cause unwanted impacts to the neighborhood character. By adding this sentence, it ensures staff will take into consideration the impacts an ADU could potentially have on the character of the neighborhood when reviewing an ADU application.

CMC Section 18.27.020 – Scope.

The City of Portland allows ADUs in any zone that currently has a residence. Camas’s code restricts ADUs to single-family and multi-family zones although residential uses are permitted in other zones. Single family residential is permitted in mixed use, however ADUs are not permitted in Mixed Use zoning. ADUs are proposed to be permitted in all zones where residential uses are permitted.

CMC Section 18.27.030 – Definition.

Staff is suggesting to add language from the City of Vancouver’s Code because it gives a well-rounded definition of an ADU instead of repeating other sections.

The language that is stricken repeats the purpose and scope sections and does not comply with the changes in other sections. Therefore it has been proposed to be stricken.

CMC Section 18.27.040(B) - Establishing an accessory dwelling unit.

The 40 foot front yard setback for an internal or attached ADU is not necessary because of the proposed changes to setbacks in Section 18.27.050(D) which restricts ADUs from protruding beyond the front building line of the primary residence.

CMC Section 18.27.040(C) - Establishing an accessory dwelling unit.

The City of Vancouver allows internal conversions to exceed 40% of the primary living space if the internal conversion is a garage or basement. However, Camas limits internal conversions to 40% of the primary living space, restricting the amount of space available for internal ADU conversions. An example would be if the garage took up 45% of the primary dwelling living space, the code would limit the internal conversion to 40%, and leave the remaining 5% unusable.

CMC Section 18.27.040(E) - Establishing an accessory dwelling unit.

The building code requires a minimum of a six feet separation between two structures, therefore there is no need to require a ten foot separation between the primary residence and a detached ADU.

CMC Section 18.27.050(B) – Development standards.

A detached ADU cannot exceed 40% of the primary dwellings living space. Each zone also has a maximum lot coverage percentage. The smaller the lot is, the smaller the lot coverage is, and the smaller the ADU can be. At some point a lot becomes too small to construct an ADU. Therefore there is no need for a minimum lot size an ADU to be constructed on.

CMC Section 18.27.050(D) – Development standards.

The proposed change requires an ADU to follow the same requirements as the primary residence in regards to dimensional standards unless otherwise stated in the chapter. This change has been added for clarity.

CMC Section 18.27.050(D) – Development standards.

Detached ADUs are similar in size and nature to an accessory structure, therefore a detached ADU should comply with the same rear and side yard setbacks. An attached ADU is similar to an addition to a residence because both are adding square footage that is attached to the primary residence, therefore an attached ADU should comply with the same side and rear setbacks as the primary structure as would an addition.

CMC Section 18.27.050(E) – Development standards.

There is no need for a 10 % outbuilding lot coverage requirement when the overall site has a maximum lot coverage requirement. Deleting this section will not affect the maximum lot coverage requirement for single-family or multi-family zones.

CMC Section 18.27.050(G) – Development standards.

Many cities do not have a maximum number of bedrooms regulation. If the ADU meets all the dimensional standards, there is no need to limit the number of bedrooms. It is very unlikely that there would be over two bedrooms in an ADU. This would allow for more than one person to live in the ADU.

CMC Section 18.27.050(H) – Development standards.

There is no need to require off street parking for an ADU if there is existing on street parking. The cost to create an off street parking space is expensive and discourages residents from creating ADUs. The City's goal is to encourage the growth of ADUs.

CMC Section 18.27.050(K) – Development standards.

The code does not mention whether utilities can be connected or shared between the primary residence and the ADU. The City of Bellingham and the City of Portland allow shared or connected utilities. Therefore both options should be stated in this section for clarification. This change will not decrease the cost of utility connection fees.

Recommendation

Upon Planning Commission's recommendation, staff recommends that Council conduct a public hearing, deliberate and move to approve Amendments to Camas Municipal Code to Titles 9, 12, 17 and 18, (File No. MC19-01, MC19-03, MC19-04, & MC19-06) and direct the City Attorney to prepare an ordinance for Council's consideration at the November 4, 2019 Regular meeting

Amendments to Camas Municipal Code (CMC)

Summary

The following CMC sections include the following updates: Miscellaneous Code Updates (MC19-01), Signs Code Update (MC19-03), Accessory Dwelling Unit Update (MC19-04), and the Fencing Code Update (MC19-06). This attachment is recommended by staff and Planning Commission. Each proposed amendment is discussed in detail in the Staff Report.

CMC Chapter 9.32 – MISCELLANEOUS OFFENSES

Section 9.32.050(A)(5) – Public disturbance noises.

5. The use of equipment and activities producing intermittent or repetitive noise commonly associated with site improvements, or new home construction

CMC Chapter 12.12 - EXCAVATIONS

Section 12.12.010 – Permit – Required

Section 12.12.020 – Permit – Fee – Terms.

The permit fee as per the fee schedule established by the city council per resolution, has been paid to the city treasurer except where the permittee has been exempted by statute, City code, or prior agreement.

The party requesting such permit shall make application therefor in writing on forms furnished by the city. The permits required by this chapter shall be secured at least forty-eight hours prior to the time the work under such permit is proposed to commence except in emergency cases as approved by the director of public works.

The applicant if requested to do so by the director of public works, shall file with the director a plan and profile, and other plans and details as may be required which has been prepared by a professional civil engineer licensed to practice in the state of Washington or other qualified professional as may be required showing the location and plan of the work, obstruction or other thing desired to be done or constructed, and the street, alley, sidewalk or public place to be obstructed, together with a full description of the nature of such work.

CMC Chapter 17.09 – SHORT SUBDIVISIONS

Section 17.09.030(C)(3) – Preliminary short plat approval.

3. Proposed short subdivisions located adjacent to the right-of-way of state highways shall be submitted to the Washington Department of Transportation (WSDOT) for review, consideration and recommendation. This condition may be satisfied as part of the SEPA process. However, if a SEPA checklist is not required, it is the applicant's responsibility to notify WSDOT of the proposal. Recommendations from Washington Department of Transportation shall be considered by the City in the conditions of approval for the short subdivision.

Section 17.09.040 – Expiration.

If the short plat is not recorded within five years of the date of preliminary short plat approval, the short plat shall become null and void. Upon written request by the developer prior to the expiration date, the community development director may grant an extension of not more than two years. The director shall consider economic conditions and such other circumstances as may warrant the extension. If the director denies a request for an extension, the developer may appeal that decision to the city council by filing a written notice of appeal with the director not later than thirty days after the date of the decision.

CMC Chapter 17.19 – DESIGN AND IMPROVEMENT STANDARDS

Section 17.19.030(D)(2) - Tracts, blocks and lot standards.

2. Side Lot Lines. The side lines of lots should generally run at right angles to the street upon which the lots face as far as practical, or on curved streets they shall be radial to the curve;

Section 17.19.030(F)(6) – Landscaping.

6. Storm drainage facilities, pump stations and other visible facilities shall be required to include a ten foot L2 landscaped buffering in accordance with criteria in the Camas Design Standards Manual if within thirty feet of any street or accessory structure. .

CMC Chapter 17.21 – PROCEDURES FOR PUBLIC IMPROVEMENTS

Section 17.21.010(C) – Plans and permits required for public improvements

C. A separate encroachment permit will not be required for development projects subject to Title 17. All work within the right-of-way will be subject to Chapter 12.12.

Section 17.21.050(D) – Financial security agreements

D. A performance bond, in an amount equal to the cost of the proposed work within the right-of-way shall be provided per Chapter 12.12.040.

Section 17.21.060(B)(2)(a) - Contents of Final Plat or Short Plat

a. A certificate with the seal of and signature of the surveyor responsible for the survey and preliminary plat in accordance with RCW 58.09.080 and RCW 64.90.245.

Section 17.21.060(B)(2)(e) - Contents of Final Plat or Short Plat

- e. Certification by the city engineer or designee that the developer has complied with the following:
- i. All improvements have been installed or financially secured in accordance with the requirements of CMC Title 17 and the preliminary plat approval;
 - ii. All improvements can or will meet current public works drawing standards for road, utility and drainage construction plans;
 - iii. Original and reproducible mylar or electronic records of installed improvements in a format approved by the public works director or designee and certified by the designing engineer as being "as constructed" have been submitted or financially secured for city records.

CMC Chapter 18.03 – DEFINITIONS & CMC Chapter 18.09 – DENSITY AND DEMENSIONS

Section 18.03.040 – Definitions for development terms. and Section 18.09.040 Table 2 – Building setbacks for Single-Family Residential Zones.

"Lot width" means the horizontal distance between the side lot lines at a point midway between the front and rear property lines.

| Lot Area | Up to 4,999 sq. ft. | 5,000 to 11,999 sq. ft. | 12,000 to 14,999 sq. ft. | 15,000 or more sq. ft. |
|--|---------------------|-------------------------|--------------------------|------------------------|
| Minimum front yard (feet) ² | 20 | 20 | 25 | 30 |
| Minimum side yard and corner lot rear yard (feet) | 5 | 5 | 10 | 15 |
| Minimum side yard flanking a street (feet) | 15 | 20 | 25 | 30 |
| Minimum rear yard (feet) | 20 | 25 | 30 | 35 |
| Minimum lot frontage on a cul-de-sac or curve (feet) | 25 | 30 | 35 | 40 |

Note:

2. Garage setback is five feet behind the front of the dwelling.

CMC Chapter 18.07 – USE AUTHORIZATION

Section 18.07.030 – Table 1 – Commercial and industrial land uses.

| Zoning Districts | NC | DC | CC | RC | MX | BP | LI/BP | LI | HI |
|---|----|----|----------------|----------------|----|----------------|-------|----|----|
| Mini-storage/vehicular storage ⁶ | X | X | C X | R X | X | P X | X | P | P |

CMC Chapter 18.09 – DENSITY AND DEMENSIONS

Section 18.09.040 Table 2 – Building setbacks for Single-Family Residential Zones.

| Lot Area | Up to 4,999 sq. ft. | 5,000 to 11,999 sq. ft. | 12,000 to 14,999 sq. ft. | 15,000 or more sq. ft. |
|--|---------------------|-------------------------|--------------------------|------------------------|
| Minimum front yard (feet) | 20 | 20 | 25 | 30 |
| Minimum side yard and corner lot rear yard (feet) | 5 | 5 | 10 | 15 |
| Minimum side yard flanking a street (feet) and corner lot rear yard | 15 10 | 20 10 | 25 15 | 30 15 |
| Minimum rear yard (feet) | 20 | 25 | 30 | 35 |
| Minimum lot frontage on a cul-de-sac or curve (feet) | 25 | 30 | 35 | 40 |

Section 18.13.060 – Parking areas.

C. Parking lots shall include a minimum ratio of one tree per six parking spaces.

CMC Chapter 18.18 – SITE PLAN REVIEW**Section 18.18.040 – Submittal and contents of a complete application.****Chapter 18.15 - SIGNS****Section 18.15.040 - General definitions and regulations.**

- A. Regulated. In the event that a definition is not listed in this section and is necessary in the interpretation of this chapter, the director shall primarily rely upon the general definitions established for this title, and secondarily on the definition found in a standard English dictionary. For the purpose of this chapter the following definitions and regulations shall apply:
8. "Nit" means a luminance unit equal to one candela per square meter measured perpendicular to the rays from the source.
 9. "Off-premises sign" means a sign that advertises products, services, or facilities, or directs person to premises different than where the sign is placed.
 10. "On-premises sign" means a sign that advertises products or services related to the building or structure where it is located.
 11. "Permanent sign" means a sign that is intended to remain for the life of the project or business without fundamental or marked changes and is attached to a building or structure by means of a rigid wall, frame, or structure.
 12. "Public right-of-way." There are two distinctions of right-of-way. "Privately maintained right-of-way" means that portion of the public right-of-way maintained by the abutting property owner. "Publicly maintained right-of-way" means that portion of the public right-of-way maintained by the City of Camas or other public agency. Signs placed in the public right-of-way must be located outside vision clearance areas and may not pose a traffic hazard or other threat to human safety.
 13. "Sign" means any device, structure, or placard using graphics, logos, symbols, and/or written copy designed specifically for the purpose of advertising or identifying any establishment, product, goods, or services.
 14. "Sign area" is defined at "Dimensions of Signs" within this chapter.
 15. "Sign schedule" means a listing of multiple signs proposed within an application or development project, which consists of dimensions and descriptions; normally this is in a tabular format (e.g., spreadsheet).
 16. "Site plan" means a drawing of the location of a sign or multiple signs within the city limits.
- B. Sign Types—Regulations and Limitations.
8. "Electronic message board sign," "animated sign," and "LED sign" are considered to be similar sign types for purposes of this chapter. These signs use changing lights to form a message, or messages in sequence, uses movement or change of lighting to depict action or create a special effect or scene. This element of a sign may not exceed thirty percent of total sign area or thirty six square feet, whichever is less. This calculation does not including post or mounting framework. The electronic board must avoid using flashing, rotating or blinking lights or videos.

Section 18.15.110 - Sign illumination and electronic message board signs.

- A. All electronic message board signs shall be constructed as an integral part of a permanent sign constructed on-site. Integral shall be considered to be incorporated into the framework and architectural design of the permanent sign.
- B. Maximum Luminance:
 - a. Daytime: five thousand nits.
 - b. Nighttime (one-half hour before sunset and one-half hour after sunrise): five hundred nits.
 - c. Signs shall include ability to adjust brightness and auto-dimming features with light-sensory capabilities to dim the sign to allowable luminance levels.

CMC 18.17.050 - Fences and walls.

C. Heights and Location.

- 1. Fences/walls not to exceed more than six feet in height may be maintained along the side yard or rear lot lines fully within the property; provided, that such wall or fence does not extend into the front yard area. The height of the fence/wall shall be measured from the finished grade. Fence height includes any decorative elements such as lattice, or other similar materials. Minor exceptions to the height limitation should allow for entryways and gate areas to accommodate arbors or other similar decorative structures.

Chapter 18.27 - ACCESSORY DWELLING UNITS

Section 18.27.010 - Purpose.

Accessory dwelling units are intended to:

- E. Ensure that the development of an ADU does not cause unanticipated impact on the character or stability of single-family neighborhoods

Section 18.27.020 - Scope.

Accessory dwelling units shall meet the requirement of this chapter, and may be allowed in all zones where residential uses are permitted.

Section 18.27.030 - Definition.

An "accessory dwelling unit (ADU)" means an additional smaller, subordinate dwelling unit on a lot with or in an existing or new house. These secondary units contain a private bath and kitchen facilities comprising an independent, self-contained dwelling unit. An ADU is not a duplex because the intensity of use is less due to the limitations of size.

Section 18.27.040 - Establishing an accessory dwelling unit.

An accessory dwelling unit may be created through:

- A. Internal conversion within an existing dwelling;
- B. The addition of new square footage to the existing house, or to a garage;
- C. Conversion of an existing garage provided it is not larger than the primary residence.

- D. Inclusion in the development plans for, or as part of, the construction of a new single-family detached dwelling unit; or
- E. A separate detached dwelling unit on the same lot as the primary dwelling unit.

Section 18.27.050 - Development standards.

- A. Number. No more than one accessory dwelling unit per legal lot is permitted, and it must be accessory to a single-family residence. A lot of record lawfully occupied by two or more single-family residences shall not be permitted to have an accessory dwelling unit, unless the lot is short platted under Title 17 of this code. If a short plat is approved, an accessory dwelling unit for each dwelling unit is permitted only if all dimensional standards of the underlying zone, and all other provisions of this chapter are met.
- B. Building Permit. The applicant must apply for a building permit for an accessory dwelling unit. An ADU shall comply with applicable building, fire, health, and safety codes. Addressing of the ADU shall be assigned by the building department, with approval by the fire department. An ADU cannot be occupied until a certificate of occupancy is issued by the building department.
- C. Conformance to Zoning. The addition of an accessory dwelling unit shall not make any lot, structure or use nonconforming within the development site. An accessory dwelling unit shall conform to existing requirements for the primary residence, unless stated otherwise in this chapter. Building height is limited to twenty-five feet for a detached ADU. Building height requirements of the underlying zone apply to the ADU for internal conversion, or structural addition to the existing primary dwelling.
- D. Placement. An accessory dwelling unit shall not project beyond the front building line. A detached ADU shall not be located closer than five feet to a side or rear lot line, or not closer than twenty feet to a side lot line along a flanking street of a corner lot.
- E. Total Floor Area. The total gross floor area of an accessory dwelling unit shall not exceed forty percent of the area of the primary dwelling's living area. The living area of the primary unit excludes uninhabitable floor area and garage or other outbuilding square footage whether attached or detached.
- F. Parking. An accessory dwelling unit shall have a minimum of one on-site parking space, in addition to the primary dwelling unit's designated parking spaces if there is not on street parking allowed.
- G. Architectural Design. The exterior appearance of an addition or detached accessory dwelling unit shall be architecturally compatible with the primary residence. Compatibility includes coordination of architectural style, exterior building materials and color, roof material, form and pitch, window style and placement, other architectural features, and landscaping.
- H. Entrances. For an accessory dwelling unit created by internal conversion or by an addition to an existing primary dwelling, only one entrance may be located on the front of the house, unless the house contained additional front doors before the conversion. Secondary entrances should be located on the side or rear of the primary residence to the extent possible.
- I. Utilities. An accessory dwelling unit shall connect to public sewer and water. A home or lot not connected to public sewer and water, which adds an accessory dwelling unit, shall connect to public sewer and water. An ADU may have shared or separate public sewer and water services.

- J. Nonconformity. A home or lot which has an accessory dwelling unit which was established prior to adoption of this chapter may be approved for a building permit, subject to the provisions of Chapter 18.41 "Nonconforming Lots, Structures and Uses."
- K. Reserved.
- L. Owner Occupancy. Prior to the issuance of a building permit establishing an accessory dwelling unit, the applicant shall record the ADU as a deed restriction with the Clark County auditor's office. Forms shall be provided by the city stating that one of the dwelling units is and will continue to be occupied by the owner of the property as the owner's principal and permanent residence for as long as the other unit is being rented or otherwise occupied. The owner shall show proof of ownership, and shall maintain residency for at least six months out of the year, and at no time receive rent for the owner occupied unit. Falsely certifying owner occupancy shall be considered a violation of the zoning ordinance, and is subject to the enforcement actions.

DRAFT

Amendments to the Camas Municipal Code (CMC)

City Council

Public Hearing

October 21, 2019

Misc. Code Updates (MC19-01)

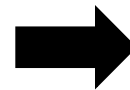
Annual code updates

- Title 9
 - Public Noise Disturbances
- Title 12
 - Encroachment Permits
- Title 17
 - Subdivision and short plat extension timeframe
 - Storm facility landscape requirements
- Title 18
 - Storage Facility permitted zones
 - Development term definitions
 - Building setbacks to SFR
 - Complete application submittals

Sign Code Update (MC19-03)

Annual Council Planning Conference

- Addresses the advancing technology and aesthetic value of electronic message board sign
- Researched other jurisdictions and compared to CMC 18.15



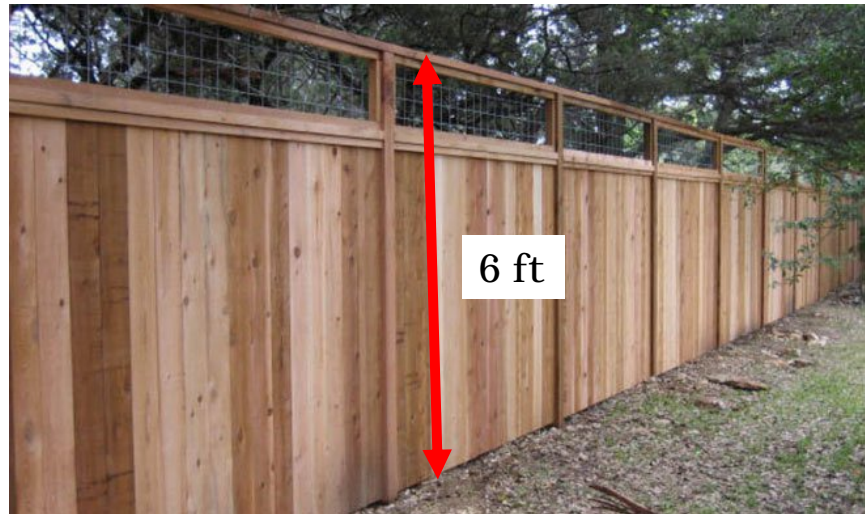
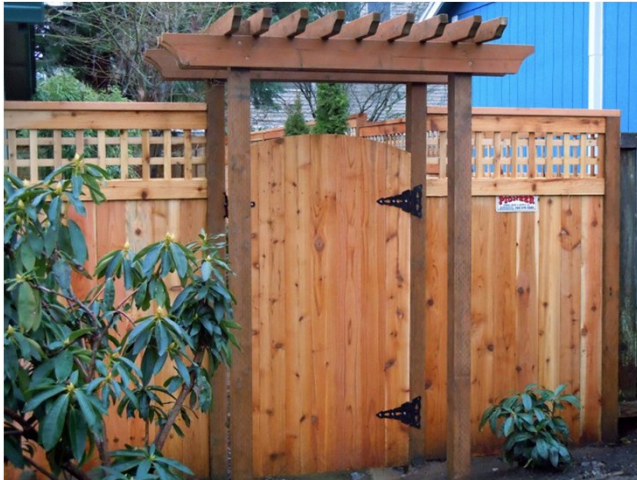
Accessory Dwelling Unit Code Update (MC19-04)

- Annual Council Planning Conference
- Staff researched other jurisdiction's codes and compared them to the City of Camas code, which resulted in proposed code amendments that encourages the development of ADUs



Fence Code Update (MC19-06)

- Staff was directed to update the fencing section concerning height limitations.



Recommendation

Conduct a public hearing, deliberate and move to approve Amendments and direct the City Attorney to prepare an ordinance for Council's consideration at the November 4, 2019 Regular meeting.

Questions?