



CITY COUNCIL MEETING AGENDA
Monday, August 5, 2013, at 7 p.m.
Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the July 15, 2013, Camas City Council Meeting and the workshop minutes of July 15, 2013
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize the Mayor to sign the Community Development Block Grant (CDBG) Contract Modification No. 2 for Project P-874A Louis Bloch Park Restroom Improvements. Clark County has asked the City of Camas to approve and execute Modification No. 2 for the existing CDBG Grant Agreement. Modification No. 2 will extend the CDBG Grant agreement through October 31, 2013. This project is budgeted and fully funded by a CDBG Grant. (submitted by James Hodges, Project Manager)
- D. Authorize the Mayor to sign a Professional Services Contract with Gray & Osborne, Inc., for Project WS-714 24" Sanitary Sewer Transmission Main. This item was previously discussed at the July 15, 2013, Council Workshop. Staff requires a limited amount of engineering services from Gray & Osborne for design and modeling of the proposed 24" STEP Sewer Main. Services include flow modeling; odor and corrosion control; connection to the existing Wastewater Treatment Plant (WWTP) Headworks facility; Operations and Maintenance (O&M) Manual update and 3rd party design review of the plans. Gray & Osborne proposes to perform this work for an amount not to exceed \$29,267.00. This project is budgeted and funded by a \$3,740,000 Public Works Trust Fund Loan. (submitted by James Hodges, Project Manager)
- E. Authorize the Mayor to sign the Public Works Trust Fund (PWTF) Pre-Construction Loan Amendment A for Loan #PR13-951-108 for Project S-566 Friberg/Goodwin Street Improvements. The PWTF Loan was previously approved at the June 3, 2013, Council Meeting. The Loan Agreement was executed by Mayor Higgins, and sent to the Department of Commerce for processing. On June 28, 2013, Staff received a request from the Department of Commerce asking the City to process Amendment A for the

subject loan. It was further stated that the original loan termination date as shown on the agreement was incorrect and needed to be changed. Amendment A makes this correction, in conformance with the request made by the Department of Commerce. (submitted by James Hodges, Project Manager)

- F. Ratify the Purchase and Sale Agreement for acquisition of a parcel from the Friends of the Community Center. On April 1, 2013, Council authorized the Mayor to sign a CDBG Grant Agreement that will provide \$30,000 towards the purchase of a parcel of property located at 717 SE Polk Street, west of the Camas Community Center. City Attorney Roger Knapp has prepared the Purchase and Sale Agreement described herein. Under direction by Roger Knapp, the property seller, Nan Henriksen, (President of the Friends of the Community Center) and Mayor Scott Higgins have signed the purchase and sale agreement. However, the agreement remains "non-binding" until ratification by the Camas City Council, page 5, paragraph 22. Staff submits the attached purchase and sale agreement for consideration and ratification by the City Council. Upon ratification, staff will proceed with completion of the property acquisition as described herein. (submitted by James Hodges, Project Manager)
- G. Authorize Change Order No. 2 for Project S-545 NW 38th Avenue/SE 20th Street Extension Street Improvements, Phase 1 to Tapani, Inc., in the amount of \$23,113.77, including tax. This change order provides for a credit to the City for a storm pipe change; a waiver of Washington State Department of Transportation (WSDOT) compaction requirements for gravel backfill based on the City's Geotechnical Engineer's recommendation; and approval of payment for water and sewer services taps requested by City staff. This change order amount is covered by the 2013 Water and Sewer Budget (submitted by Anita Ashton, Project Engineer)
- H. Authorize Pay Estimate No. 6 for Project WS-713 Wastewater Treatment Facility (WWTF) Improvements, Phase 2B to Contractors Northwest, Inc., in the amount of \$522,090.60. The pay estimate is for work completed through July 15, 2013. The project is budgeted and fully funded. (submitted by James Hodges, Project Manager)
- I. Authorize Pay Estimate No. 3 for Project WS-720A 2013 STEP/STEF Pumping to AAA Septic Service in the amount of \$5,407.72. The pay estimate is for work completed through June 30, 2013. The project is budgeted and fully funded. (submitted by James Hodges, Project Manager)
- J. Authorize Pay Estimate No. 1 for Project P-862 Lacamas Lake Lodge Building Improvements to JWC LLC General Contractor in the amount of \$131,079.30 for the work period ending on July 26, 2013. This project is funded by a state loan. (submitted by James Hodges, Project Manager)
- K. Authorize the first and final Pay Estimate No. 1 for Project S-576A 2013 Asphalt Repairs to Michael Green Construction, Inc., in the amount of \$21,873.15. The City is withholding 5% retainage. Accept project as complete. (submitted by Eric Levison, Public Works Director)
- L. Authorize Pay Estimate No. 1 (final) for Project S-576B 2013 Slurry Seal to Blackline, Inc., in the amount of \$134,368.86. The City is withholding 5% retainage on this

project. Accept project as complete. (submitted by Eric Levison, Public Works Director)

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements

VIII. COMMUNITY DEVELOPMENT

- A. Hearing to consider an appeal filed by Roy and Lisa Archilla of a Civil Regulatory Order
 - 1. Details: Appeal of a Civil Regulatory Order regarding the alterations to City owned open space/critical area through the construction of a water feature and other improvements. The appeal requests rescission of the order due to extraordinary circumstances and the purported diminishment of property value in complying with the Civil Regulatory Order. Alternately, the appellant proposes purchasing the affected 275 square foot of area impacted by the construction of the water feature/patio from the City, and the City allowing the 570 square feet of lawn and landscaping to remain as is. Staff recommends that the \$500 fine assessed under the Civil Regulatory Order be suspended, provided that the appellant construct a fence along the rear property line of Lot 61 of the Lakeridge Subdivision and subject to removal of those improvements constructed by the appellant, namely the water feature and patio, no later than September 15, 2013.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Hold a de novo hearing to consider the appeal

- B. Bonneville Power Administration (BPA) – License Permission to Enter Property
 - 1. Details: BPA is requesting the City of Camas approve a License granting BPA permission to enter City of Camas property to assess topographical features, structures, plants and animals, and any other cultural or natural resources that could be impacted by the proposed project.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Discuss and determine whether or not Council will authorize the signing of a License granting permission to BPA to enter upon certain properties owned by the City of Camas.

IX. ADJOURNMENT

X. CLOSED SESSION

- A. Labor Negotiations

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



CITY COUNCIL REGULAR MEETING MINUTES - Draft
Monday, July 15, 2013 at 7:00 p.m.
Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Scott Higgins called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Steve Hogan, and Melissa Smith

Excused: Tim Hazen, and Shannon Turk

Staff: Phil Bourquin, James Carothers, Leisha Copsey, Sherry Coulter, Sarah Fox, Cathy Huber Nickerson, Mitch Lackey, Eric Levison, Shawn MacPherson, Nina Regor and Nick Swinhart

Press: There were no members of the press present

IV. PUBLIC COMMENTS

Cindi Lund, 2460 NW Quartz Street, Camas, expressed her concerns about the types of fireworks that can be discharged. Mayor responded to her comments.

V. CONSENT AGENDA

- A.** Approve the minutes of the July 1, 2013, Camas City Council Meeting and the work session minutes of July 1, 2013

[City Council Meeting Minutes of July 1, 2013](#) 

[City Council Work Session Minutes of July 1, 2013](#) 

- B.** Approve claim checks numbered 117707-117871 in the amount of \$957,899.34

- C.** Authorize staff to take the necessary steps to terminate the Memorandum of Understanding (MOU) with Clark Regional Emergency Services (CRESA) to provide a backup Emergency Operations Center (EOC). In 2006, the City of Camas entered into a MOU with CRESA. The agreement called for the City to provide a backup EOC and included a list of required telephone access lines,

data drops, and copier and fax capabilities. With technology changes that have taken place since 2006, this agreement is now stale and is no longer necessary. CRESA has been consulted and is in agreement that the old MOU can be terminated. This item was discussed at the City Council workshop on July 1, 2013. (submitted by Mitch Lackey)

- D. Authorize the Engineering Manager to sign Amendment No. 1 to the Professional Services Contract with Columbia West Engineering, Inc., for Project S-545 NW 38th Avenue/SE 20th Street Roadway Improvements in the amount of \$16,080. This amendment will provide additional construction testing services for this project. The agreement between the City and the Washington State Department of Transportation (WSDOT) for Federal Highways Administration (FHWA) grant projects specifies that consultant agreements must be signed by the Engineering Manager. (submitted by Anita Ashton)

[Amendment No. 1 to the Professional Services Contract with Columbia West Engineering, Inc.](#)

- E. Approve Pay Estimate No. 2 for Project SS-578 2013 NW Lake Road Invasive Species Removal to Green Tree Landscaping, Inc., in the amount of \$1,499.30. The pay estimate is for work completed in June, 2013. (submitted by Anita Ashton)

[Pay Estimate No. 2](#)

- F. Authorize the write-off of the June 2013 Emergency Medical Services (EMS) billings in the amount of \$49,612.03. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid, and secondary insurance and from patients. (submitted by Pam O'Brien)

- G. Approve Pay Estimate No. 4 for Project S-545 NW 38th Avenue/SE 20th Street Roadway Improvements, Phase 1 to Tapani, Inc., in the amount of \$328,055.90. The pay estimate is for work completed from June 3, 2013 through June 28, 2013. (submitted by Anita Ashton)

[Pay Estimate No. 4](#)

- H. Authorize the Bid Award for Project S-576D 2013 Grind and Overlay to Granite Construction Company in the amount of \$71,398. This is a budgeted item. (submitted by Eric Levison)

[Bid Award](#)

- I. Authorize the Mayor to sign a Quit Claim Deed for right of way on NW 18th Avenue. As part of the recent Transportation Alternative Program (TAP) grant, Clark County agreed to donate the right of way and survey the project limits as a partnership match for the project. This section of roadway was a remnant sliver of right of way on NW 18th Avenue (from Winchester Hills Subdivision to Knights Point Estates Subdivision) that abuts property in the City limits on both sides of

the roadway. This Quit Claim Deed completes the transfer of the right of way to the City to comply with the grant application. There is no cost for the right of way. (submitted by Eric Levison)

[Quit Claim Deed](#) 

[Quit Claim Legal Description](#) 

- J.** Authorize the Mayor to sign Change Order No. 1 for Project P-862A1 Lacamas Lake Lodge Tank Removal to 3 Kings Environmental, Inc., in the amount of \$60,564.35. This change order is for the added work to remove contaminated soil discovered during tank removal at the Lacamas Lake Lodge site. The original bid was for the decommissioning and removal of the abandoned fuel tank located at the site. During excavation of the tank significant soil contamination was encountered that required removal and remediation in accordance with state requirements. Staff is pursuing grant funding to help defray the cost of the cleanup. The Lacamas Lake Lodge project will fund the cost of this change order. (submitted by Eric Levison)

[Change Order No. 1](#) 

- K.** Set a date of August 5, 2013, for a public hearing to consider an appeal filed by Roy and Lisa Archilla of a Civil Regulatory Order related to the construction of a water feature and other improvements made on property platted as open space and owned by the City of Camas. (submitted by Phil Bourquin)

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

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

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Dietzman mentioned that an adult delegation from Camas' Sister City, Taki, Japan will be visiting Camas towards the end of the month and gave a brief overview of some of the activities that they will be participating in.

Smith stated that she did a police ride-a-long over the Fourth of July.

Chaney shared an article with Council that was in the Tacoma Tribune about Camas High School sports achievements.

Mayor commented about a Camas High School student that competed in the Ukraine and won a bronze medal for Team USA.

VII. MAYOR

A. Announcements

There were no announcements.

VIII. COMMUNITY DEVELOPMENT

A. Public Hearing - North Dwyer Creek Comprehensive Plan Amendments

Details: Amending the North Dwyer Creek Master Plan was a stated priority set by City Council as part of their 2012 Work Program, and was carried forward as a priority for 2013. The master plan area is approximately 688 acres, which is generally bounded by NW Lake Road, NW Friberg Street, NE Goodwin Road, and Lacamas Creek. The plan that was approved in 2000 designated approximately 83 percent of the area as Light Industrial/Business Park (LI/BP). The amendments propose to convert approximately 26 percent of LI/BP lands to other comprehensive plan designations, to include industrial and residential.

Department/Presenter: Sarah Fox, Senior Planner

[Staff Report](#) 

[North Dwyer Creek Master Plan \(2000\)](#) 

Mayor opened the public hearing at 7:17 p.m.

The following members of the public gave testimony: Attorney James Howsley, 1499 SE Tech Center Place, Suite 380, Vancouver.

Mayor closed the public hearing at 7:19 p.m. as there was no further public testimony.

Deliberations took place and the final decision was deferred by Council in order to be included for consideration with other proposed amendments as part of the annual comprehensive plan amendment process later in the year.

B. Project S-565 NW 38th Avenue, Phase 2, Fuel Tax Agreement

Details: This agreement with the Washington State Transportation Improvement Board (TIB) provides the terms for which the City will receive grant funding in the amount of \$1.72 million. This grant funding is for the construction of phase 2 of the NW 38th Avenue Street Improvements from SE Armstrong Street east to NW Parker Street. This item was introduced to Council at the April 15th workshop. The Project Funding Status Form is included with the agreement. TIB requires

recipients to provide a project schedule and to identify funding partners and their amount of financial participation. Stormwater and wetland mitigation costs have driven the overall cost higher than the original estimation. Camas staff asked for \$1.5 million and \$0.7 million in state stormwater grants for this project and the Friberg/Strunk Street Improvements project respectively. Based on the state's 2013-2014 approved budget, Camas is to receive \$2.0 million in stormwater grant money, and at this point staff is still seeking information regarding the state spending requirements and project distribution amounts to each project. For this reason, the state stormwater grant and the Camas participation amounts have been estimated on the Project Funding Status Form at this time for the purpose of expediting the initiation of this agreement per TIB staff. Staff intends to use the majority of the stormwater grant for property acquisition on this project. Staff will also pursue additional Federal Highway Administration grant funding for additional construction dollars.

Department/Presenter: James Carothers, Engineering Manager

[Fuel Tax Agreement](#) 

[Project Funding Status Form](#) 

It was moved by Don Chaney, seconded by Greg Anderson to authorize the Mayor to sign the Fuel Tax Agreement. The motion carried unanimously.

IX. FIRE DEPARTMENT

A. Wildland Firefighting Contract with the Washington State Patrol (WSP)

Details: At the July 1, 2013, Council Workshop, there was discussion about Camas participating in state wildland mobilization efforts as Washougal has done for many years. As a temporarily combined department, it was becoming onerous for one small segment of the employees to be eligible for call up while the rest were not. To participate in state wildland mobilization efforts, Camas is required to sign a contract with the WSP. This contract was presented during the July 1, 2013, Council Workshop and allows Camas personnel to be utilized and also for Camas to bill the WSP for reimbursement of any expenses. Council members had several questions at the workshop meeting that were researched and answered.

Department/Presenter: Nick Swinhart, Fire Chief

[WSP Contract](#) 

It was moved by Greg Anderson, seconded by Don Chaney to authorize the Mayor to sign the contract with the WSP. The motion carried unanimously.

Mayor recognized Boy Scout Troop 495 that was in the audience.

X. ADJOURNMENT

The meeting adjourned at 7:33 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted July 10, 2013

[Council Agenda with Supporting Documents](#) 

Mayor

City Clerk



CITY COUNCIL WORKSHOP MEETING MINUTES - Draft
Monday, July 15, 2013 at 4:30 p.m.
Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Steve Hogan, and Melissa Smith

Excused: Tim Hazen, and Shannon Turk

Staff: Phil Bourquin, James Carothers, Leisha Copsey, Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Eric Levison, Nina Regor, Nick Swinhart and David Zavortink

Press: Heather Acheson, Camas-Washougal Post Record

Mayor Higgins wished Councilmember Linda Dietzman a happy birthday!

III. PUBLIC COMMENTS

There were no comments from the public.

IV. COMMUNITY DEVELOPMENT DEPARTMENT

A. Professional Services Contract for Project WS-714 24" Sanitary Sewer Transmission Main

Details: Staff has previously submitted a proposal for OTAK to perform general engineering services as required for the design of this project. The City will also require some limited services to be performed by Gray & Osborne, Inc., (G&O) in the areas of sewer modeling, evaluation of operation of the main sewage pump station, and third party review of the plans and specifications for the project. G&O proposes to perform this work for an amount not to exceed \$29,267. The project is budgeted and is funded by a \$3,740,000 Public Works Trust Fund Loan.

Department/Presenter: James Carothers, Engineering Manager

Professional Services Contract with G&O 

The Professional Services Agreement with G&O will be placed on the August 5, 2013, Consent Agenda for Council's consideration.

B. Public Works Trust Fund (PWTF) Pre-construction Loan Amendment A, Loan No. PR13-951-108, for Project S-566 Friberg/Goodwin Street Improvements

Details: PWTF Loan No. PR13-951-108 was approved at the June 3, 2013, Council Meeting. Once approved, the loan agreement was executed by Mayor Higgins, and sent to the Department of Commerce for processing. On June 28, 2013, Camas staff received a request from the Department of Commerce asking the City to process Amendment A for the subject Loan. It was further stated that the original loan termination date as shown on the agreement was incorrect and needed to be changed. Amendment A makes this correction, in conformance with the request made by the Department of Commerce.

Department/Presenter: James Carothers, Engineering Manager

Loan Amendment A 

Amendment A for loan number PR13-951-108 will be placed on the August 5, 2013, Consent Agenda for Council's consideration.

C. Change Order No. 2 for Project S-545 NW 38th Avenue/SE 20th Street Roadway Improvements, Phase 1

Details: Change Order No. 2 is to Tapani, Inc., in the amount of \$23,113.77 (including tax). This change order also provides for a credit to the City for a storm pipe change, a waiver of Washington State Department of Transportation (WSDOT) compaction requirements for gravel backfill based on the City's Geotechnical Engineer's recommendation, and approval of payment for water and sewer services taps requested by City staff. This change order amount is covered by the 2013 Water and Sewer Budget.

Department/Presenter: James Carothers, Engineering Manager

Change Order No. 2 

This item will be placed on the August 5, 2013, Consent Agenda for Council's consideration.

Mayor Higgins stated that the Community Development topic "Lacamas Northshore Comprehensive Planning and Development Agreement Update" that was listed on the agenda as item "D" will be discussed during the Administration portion of the meeting.

E. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: James Carothers, Engineering Manager and Eric Levison, Public Works Director

Carothers stated that staff plans to have an agreement with the Friends of the Camas Community Center included in the August 5, 2013, Consent Agenda for the purchase of the overflow parking lot property located across from the Community Center on Polk Street.

Levison informed Council that staff was notified that grant funding for the Heritage Park Boat Launch project was approved by the legislature. Grant contracts will be submitted for consideration at a future Council meeting.

Levison also stated that the Public Works Trust Fund (PWTF) loans for the NW 6th Avenue and NW Friberg projects were not approved by the legislature and that staff will pursue alternate funding for these projects. The legislature did approve a \$2 million dollar stormwater appropriation for the City. Updates will be provided when details are available.

V. CITY ADMINISTRATION

A. Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis Results and Next Steps

Details: At the Planning Conference on January 25, 2013, the Mayor, City Council and Department Heads participated in a SWOT Analysis. Each City department participated in its own analysis in February. The purpose of this agenda item was to provide a summary of those analyses along with the identification of priorities and next steps.

Department/Presenter: Nina Regor, City Administrator

SWOT Analysis Results

The SWOT analysis results will be used to help set budget and departmental priorities.

Mayor Higgins stated that the Community Development topic that was listed as item "D" on the agenda will be discussed next.

Lacamas Northshore Comprehensive Planning and Development Agreement Update

Details: An update on the status of the comprehensive planning efforts and the existing development agreement that applies to the same area was given.

Department/Presenter: Phil Bourquin, Community Development Director

Bourquin stated that the Development Agreement for Lacamas Northshore will be coming forward to Council for consideration in the future. He also stated that the goal is to complete the annual comprehensive plan amendments process by the end of September.

B. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Nina Regor, City Administrator

There were no miscellaneous or scheduling items.

VI. COUNCIL COMMENTS AND REPORTS

Dietzman suggested that Council has a discussion about decreasing the number of days that fireworks can be discharged. This matter will come back for discussion at a future meeting.

Dietzman commented about an article that she read in the Municipal Research & Service Center (MRSC) bulletin regarding door hangers and stated that she has asked staff to do some research to see if this method of notification for turning off City water is feasible. This matter will come back to Council for discussion at a future meeting.

Chaney attended First Friday and remarked how great the event was and noted how many people were in the downtown area.

Anderson echoed Chaney's comments about the "car show" that took place during First Friday.

Anderson suggested that the City look into having an electric car charging station in the downtown area in the future.

Hogan commented about First Friday and the economic development in the City. He also welcomed the new Finance Director, Cathy Huber Nickerson, to the City.

Smith gave a brief overview of the Regional Transportation Council (RTC) and Camas-Washougal Chamber meetings that she attended. She reminded everyone that Camas Days is July 26th and 27th.

Mayor gave an update about the C-Tran Composition Board meeting that he attended and the proposal that will be considered at a future meeting. He added that he believes that Camas is positioned very well to end up with its own seat on the board.

Mayor reminded everyone about the Concerts for a Cause that are being held at Camas Meadows on Tuesdays during the summer.

Smith announced that the 133rd Army Band "Full Metal Racket" will be playing at Crown Park on July 17th.

VII. PUBLIC COMMENTS

There were no comments from the public.

VIII. ADJOURNMENT

The meeting adjourned at 5:28 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted July 10, 2013

[Workshop Agenda with Supporting Documents](#) 

Mayor

City Clerk

Modification of CDBG Agreement
between

CLARK COUNTY, WASHINGTON
and

CITY OF CAMAS
P O Box 1055
Camas, WA 98607

For

Louis Bloch Park Restroom Improvements

THE CDBG AGREEMENT entered into between Clark County, by and through its Department of Community Services, hereinafter referred to as the County, and the City of Camas, hereinafter referred to as the Contractor, is hereby modified as follows:

W I T N E S S E T H :

WHEREAS, the parties entered into a CDBG Agreement for the period of June 5, 2012 through July 31, 2013 for the Louis Bloch Park Restroom Improvements; and

WHEREAS, the County has budgeted CDBG funds for the project through Fund 1939 (CFDA 14.218);

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS:

- A. The contract end date is extended from July 31, 2013 to October 31, 2013.
- B. The project timeline is adjusted as shown on the revised Project Schedule.
- C. These modifications do not alter nor nullify any of the remaining provisions of the original Contract.

II. REASONS FOR MODIFICATIONS:

Construction is complete, however the City of Camas has been unable to submit a final billing to the County. One of the project subcontractors failed to submit their Affidavit of Wages Paid to L&I until recently, thus the City must continue to hold retainage for the project in the amount of \$6,884.30, and will not be able to release it to the subcontractor and submit a final billing to the County until L&I approves the Affidavit of Wages Paid and the City has submitted a Notice of Completion to L&I.

III. ENTIRE AGREEMENT:

This modification incorporates the original Contract and previous modifications by reference. The parties agree that the original Contract, the previous modifications, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract modification to be executed by the dates and signatures hereunder affixed.

FOR CLARK COUNTY:

FOR THE CONTRACTOR:

Bill Barron, County Administrator

Signature

Date

Title

APPROVAL AS TO FORM ONLY:

Date

Deputy Prosecuting Attorney

STATEMENT OF WORK
CITY of CAMAS
LOUIS BLOCH RESTROOM IMPROVEMENT PROJECT

PROJECT DESCRIPTION

This project will construct a public restroom facility and other related items at Louis Bloch Park. The new restroom will be modest in size and design, but will provide a "basic need" where a portable Sani-can toilet currently exists. The park will be improved to meet current Camas standards for public parks.

The new restroom will be a concrete block structure, with a concrete floor and a pitched metal roof. It will include two separate ADA compliant unisex restrooms. Each will serve one user at a time, but will have adequate room for a parent to assist their child.

The new restroom facility will serve numerous Downtown Neighborhood families that use the park year-round. This includes families that live in nearby apartments that have no other area for outside play, and older children that walk or ride to the park to meet their friends and to use the play structures. Adults also use the park as a central gathering place to meet and visit with one another.

The project is located at E. First Avenue near SE Cramer Lane in Camas, WA.

In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein and in the Contractor's proposal and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract which shall be handled according to the Corrective Action section in the Basic Interagency Agreement.

PERIOD OF PERFORMANCE, CONTRACT PERIOD AND EXPENDITURE SCHEDULE

- A. The Contract period is June 5, 2012 through **October 31, 2013**.
- B. The Period of Performance is June 5, 2012 through May 31, 2013. All services must be provided, all CDBG funds shall be expended, and all billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in the Payment Procedures section of the Special Terms and Conditions. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

PROJECT BUDGET

The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Agreement face sheet and on the Budget Summary for purposes of completing the project described above. The use of these funds shall be expressly limited to the activities described in this Agreement.

PAYMENT PROVISIONS

1. The County will pay the Contractor on a cost reimbursement basis. The Contractor shall submit an invoice, including a quarterly summary of program progress and accomplishments, and other required documentation. The invoice shall include the following:
 - a. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. However, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.
 - i. For direct costs, detail will include:
 - Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;
 - Other direct costs: vendor names, dates of service and amount.
 - ii. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:
 - Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
 - A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
 - iii. For administrative costs, the Contractor shall comply with federal, state, and local regulations. The basis for administrative changes shall be OMB Circulars A-122 (Cost Principles for Non-Profits) and A-87 (Cost Principles for Local Governments). No administration costs are covered under this Contract.
 - b. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the County and by other parties.
2. Match Requirements. When approximately 50 percent of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary.
3. Time of Payment. The County will make payment to the Contractor as soon as practicable but not more than 15 days after an invoice is received and approved by the Department of Community Services unless other acceptable payment arrangements are agreed to by the County and Contractor.
4. The Contractor shall designate one or more representatives who will be legally authorized to sign the Voucher Request Form provided and any other forms that may be required. The

names of the liaison and representatives will be specified on the Authorization Signature Form.

5. Payment Provisions for Construction Projects where Federal Labor Standards Apply. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s).
6. Contract Closeout: The Contractor shall complete the Contract closeout within thirty days of the end of the Contract period, including return of the Financial Reconciliation Statement provided by the County.

**PROJECT SCHEDULE
CITY of CAMAS
LOUIS BLOCH RESTROOM IMPROVEMENT PROJECT**

The Contractor shall plan and administer the project in accordance with the Project Schedule.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Design and bid document preparation	September 2012
Bid invitation and contractor selection	October – November 2012
Construction	December 2012 – May 2013
Project close out	June – October 2013



Gray & Osborne, Inc.
CONSULTING ENGINEERS

June 25, 2013

Mr. Jim Hodges
Capital Projects Manager
City of Camas
616 NE Fourth Avenue
Camas, Washington 98642

SUBJECT: PROPOSAL FOR STEP MAIN BYPASS DESIGN ASSISTANCE
CITY OF CAMAS, CLARK COUNTY, WASHINGTON
G&O #20135.19

Dear Mr. Hodges:

Per your request, Gray & Osborne, Inc. is submitting this proposal for providing design assistance for the STEP Main Bypass project.

For this project, I will serve as project manager. John Wilson and Tom Zerkel will provide Quality Assurance. As indicated in the attached Exhibit B, the estimated cost of the attached scope of work is the not-to-exceed amount of \$29,267.

Please advise us should you require any additional information concerning this proposal.

Very truly yours,

GRAY & OSBORNE, INC.



Jay L. Swift, P.E.

JLS/sn
Encl.

cc: Mr. Eric Levison, Public Works Director, City of Camas



Mr. Jim Hodges
June 25, 2013
Page 2

CITY OF CAMAS – STEP MAIN BYPASS DESIGN ASSISTANCE

I hereby authorize Gray & Osborne, Inc. to proceed with the engineering services for the STEP Main Bypass Design Assistance as described herein under the terms and conditions of our General Engineering Services Agreement and for a cost not to exceed that which is specifically stated and further referenced herein.

Name (Print)

Title

Signature

Date

EXHIBIT A
SCOPE OF WORK
CITY OF CAMAS
STEP MAIN BYPASS DESIGN ASSISTANCE
JUNE 25, 2013

This exhibit describes a scope of work for providing design assistance for the STEP Main Bypass project that will construct a new STEP Main from 6th Avenue and Joy Street to the WWTF. The STEP Main Bypass is being designed by OTAK and its subconsultants. G&O's scope of work includes the following tasks:

1. Hydraulic modeling of current and future flows in the new STEP Main Bypass.
2. Evaluation and recommendations for odor and corrosion control in the new STEP Main Bypass.
3. Evaluation and recommendations for connecting the new STEP Main Bypass to the WWTF headworks.
4. Evaluation and recommendations for controlling impacts to the Main Plant Pump Station.
5. Documentation of the findings from Tasks 1 through 4 in a project report.
6. WWTF O&M Manual update.
7. 3rd party review of design plans for the STEP Main.

The proposed scope of work is described below.

PROPOSED SCOPE OF WORK

Task 1 – STEP Main Bypass Hydraulic Modeling

- A. Prepare plan and profile of City's new proposed alignment for the STEP Main Bypass, connecting the STEP Main at 6th Avenue and Joy Street to the WWTF.
- B. Update the collection system hydraulic model (DHI – MOUSE) to include the new proposed STEP Main Bypass. Model (1.) current and (2.) year 2025 projected flows identified in the City's General Sewer Plan and (3.) year 2025 projected flows identified in the City's General Sewer Plan

Amendment in the STEP Main Bypass, using the model.

- C. Incorporate the Hydraulic Grade Line (HGL) from the modeling efforts into the Plan and Profile.
- D. Document hydraulic modeling assumptions, results and conclusions.

Task 2 – Evaluation of Odor and Corrosion Control in the STEP Main Bypass

- A. Modify existing hydrogen sulfide generation computer model developed in the Odor and Corrosion Control Study to evaluate denitrification (consumption of nitrate) and sulfate reduction (formation of hydrogen sulfide) for the STEP Main Bypass for each of the three scenarios modeled in Task 1.
- B. Modify recommendations for odor/corrosion control developed in the Odor and Corrosion Control Study to address odor and corrosion issues in the STEP Main Bypass, as currently conceived. Evaluate alternatives including carbon adsorption/oxygen/ozone/chemical dosing. Provide operating and capital cost estimates and recommendations.

Task 3 – Evaluation of Connection of STEP Main Bypass to the WWTF Headworks

- A. Develop alternatives for connecting the new STEP Main Bypass to the WWTF Headworks, considering existing and proposed future infrastructure, and operational considerations. Develop schematics for each alternative.
- B. Evaluate alternatives. Produce WWTF site plan figure showing recommended connection scheme.

Task 4 – Evaluation of Impacts to the Main Plant Pump Station

- A. Evaluate the impacts of the STEP Main Bypass project, as currently conceived, to operation of the Main Plant Pump Station.
- B. Recommend operational and/or capital improvements, if necessary, to minimize impacts on the Main Plant Pump Station and optimize conveyance.

Task 5 – Project Report

- A. Document the findings of Tasks 1 through 4 in a STEP Main Bypass Design Assistance Project Report. Provide draft report to City for review.

- B. Incorporate City comments into Project Report. Issue final draft to the City.

Task 6 – WWTF O&M Manual Update

- A. Update the WWTF O&M manual with revisions to accommodate the STEP Main Bypass Project. Sections that will be revised include WWTF site piping, WWTF headworks, and Main Plant Pump Station. Provide draft update to City for review.
- B. Incorporate City comments into O&M manual revisions. Issue final version to the City as replacement sections to the existing O&M manual.

Task 7 – 3rd Party Review of Plans for the STEP Main Bypass

- A. Review preliminary (20 to 50%) design plans for the STEP Main Bypass. Provide comments in a letter to the City.
- B. Review 90% plans for the STEP Main Bypass. Provide comments in a letter to the City.

Task 8 – Meetings

- A. Attend up to two meetings with the City (and possibly the OTAK design team) to review work.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Camas - STEP Main Bypass Design Assistance

Tasks	Project Mgr. Hours	Civil Eng. Hours	Autocad Technician
1. STEP Main Bypass Hydraulic Modeling			
A Prepare Plan and Profile of Proposed STEP Main Bypass	1	4	8
B Model Projected Flows in the STEP Main Bypass	2	24	
C Incorporate HGL into Plan and Profile	2	4	8
D Document hydraulic modeling assumptions, results and conclusions.	2	4	
2. Evaluation of Odor and Corrosion Control in the STEP Main Bypass			
A Odor/Corrosion Modeling in STEP Main Bypass	2	4	8
B Odor/Corrosion Recommendations for STEP Main Bypass	2	4	8
3. Evaluation of Connection of STEP Main Bypass to WWTF Headworks			
A Develop alternatives and schematics	2	8	16
B Evaluate and provide recommendations	4	4	4
4. Evaluation of Impacts to the Main Plant Pump Station			
A Evaluate impacts to the Main Plant Pump Station	1	4	
B Provide recommendations	2	4	2
5. Project Report			
A Provide a report with findings of Task 1- 4	6	16	8
B Incorporate comments	2	2	2
6. WWTF O&M Manual Update			
A Update WWTF O&M Manual for STEP Main Bypass project	1	8	8
B Incorporate comments	1	2	2
7. 3rd Party Review of Plans for STEP Main Bypass			
A Review preliminary plans	2	4	
B Review 90% plans	2	4	
8. Meetings	8	8	
Hour Estimate:	42	108	74
Estimated Hourly Rates:	\$46	\$38	\$40
Direct Labor Cost	\$1,932	\$4,104	\$2,960

Subtotal Direct Labor:	\$ 8,996
Indirect Costs (180%):	\$ 16,193
Total Labor Cost:	\$ 25,189
Fee (15%):	\$ 3,778
Subtotal Labor & Fees:	\$ 28,967
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 300
TOTAL ESTIMATED COST:	\$ 29,267

June 26, 2013

James Hodges
City Of Camas
PO Box 1055
Camas, WA 98607

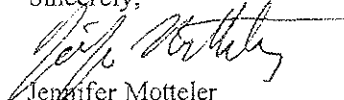
RE: Amendment to Loan Agreement/Contract PR13-951-108

Dear Mr. Hodges:

Attached is an amendment that the Public Works Board requests you to sign. The amendment was needed due to a processing error where the end date on the Face Sheet was input in error. To avoid confusion later, we've elected to formally alter the completion date on the contract Face Sheet. This amendment does not affect the number of years you have to repay the loan or your payment amounts.

Many thanks for your assistance.

Sincerely,



Jennifer Motteler
Local Government and Infrastructure Division
(360) 725-4062
Jennifer.motteler@commerce.wa.gov

Enclosures

AMENDMENT FACE SHEET

Loan Number: PR13-951-108
Amendment Number: A
Washington State Department of Commerce
PUBLIC WORKS BOARD
Construction Loan Contract

1. Contractor City of Camas PO Box 1055 616 NE 4th Avenue Camas, WA 98607		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$300,000.00	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	9. Amendment Start Date Amendment Execution Date	10. Contract End Date June 1, 2018	
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: The purpose of this amendment is to correct a processing error that caused the contract completion dates to be incorrectly displayed in the contract document. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of this date of execution. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Declarations Page, Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ John LaRocque, Executive Director _____ Date APPROVED AS TO FORM ONLY This 18 th Day of December, 2008 _____ Rob McKenna Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY PROVISION

1. **Effective Date:** July 22, 2013
2. **Parties:** Friends of the Camas Community Center, a Washington non-profit corporation, hereinafter referred to as "Seller";
- and
- The City of Camas, a Washington municipal corporation, hereinafter referred to as "Purchaser".
3. **Property Sold:** Subject to the terms, conditions and considerations set forth herein, the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller certain real property located in Clark County, Washington, described as follows:
- County of Clark, State of Washington
- Lot 1, Block 3, Oak Park Addition to Washougal, according to the plat thereof recorded in Volume C of Plats, Page 24, records of Clark County, Washington.
- Purchaser and Seller authorize the insertion of any correction to the legal description.
4. **Purchase Price:** The total purchase price for the Premises shall be Fifty Thousand and NO/100 Dollars (\$50,000.00), payable in cash at closing.
5. **Earnest Money Deposit:** Purchaser herewith deposits and delivers to Seller, and Seller hereby acknowledges receipt of the sum of One Thousand and No/100 Dollars (\$1,000.00) as earnest money deposit. The earnest money shall be held in escrow by ROGER D. KNAPP for the benefit of the parties.
6. **Escrow and Closing Agent:** Purchaser hereby authorizes Seller to establish an escrow with closing agent for the closing of the transaction contemplated herein, and to deliver to said closing agent an original of this agreement, the earnest money deposit, escrow and closing instructions, and any and all other documentation necessary for closing. This agreement shall be closed on or before September 15, 2013, which shall be the termination date.
7. **Title Insurance:** Purchaser, shall be furnished with a standard form owner's policy of title insurance at closing. Closing agent shall apply for a preliminary commitment for such insurance with a title insurance company. The policy shall insure title to the Premises in Purchaser to the full extent of the purchase price, subject to no encumbrances, defects or liens except those

specified in the printed policy form, and those which are set forth in this agreement. If title cannot be made so insurable on or before the closing date called for herein, either party may terminate this agreement by written notice to the other party. In such event, unless Purchaser elects to waive such defects or encumbrances, the earnest money deposit and any down payment proceeds shall be refunded to Purchaser, less title insurance company charges.

8. **Title and Conveyance:** Purchaser offers to purchase the property in its present condition on the terms noted. Seller hereby warrants that to the best of its knowledge the premises described herein or any improvements thereon do not materially violate the applicable zoning regulations and that it is unaware of any material defect in the premises or improvements thereon. The following should not be considered defects.

8.1. Rights reserved in federal patents or state deeds; building or use restrictions general to the district, including governmental platting and subdivision requirements; reserved hydrocarbon and mineral rights; existing utility and other easements of record approved by Purchaser and not inconsistent with Purchaser's intended use; existing covenants, conditions, restrictions, deed exceptions and reservations of record as approved by Purchaser and not inconsistent with Purchaser's intended use; all of which shall not be deemed encumbrances or defects.

8.2. Encumbrances to be discharged by Seller may be paid out of purchase price at the date of closing. Seller shall convey title to the Premises to Purchaser by warranty deed, subject to those encumbrances, liens and defects noted and excepted in Paragraphs 7 and 8 of this agreement, and subject to encumbrances and defects assumed, and accepted or approved by Purchaser as provided in Paragraphs 7 and 8 of this agreement. In the event that there is a major defect, the cost of which to cure would undermine the purchase price and/or the basis for entering into the Agreement, the Seller may elect to cancel the Agreement as set forth in Section 13.

9. **Closing Costs:** All closing costs associated with this transaction shall be paid by Purchaser.

10. **Possession:** Purchaser shall be entitled to possession of the Premises on the date of closing.

11. **Conditions Precedent:** The enforceability of this agreement by the parties hereto and the obligations of the parties to close escrow are subject to the occurrence or waiver of each of the following conditions precedent on or before the date established for closing as hereinabove set forth:

11.1. Approval of the condition of title to the Premises by Purchaser.

11.2. That all representations and warranties are true on the date of closing. If any of the conditions are not satisfied or waived by the party who benefits from such conditions at or prior to closing, such party, without prejudice to any other rights or remedies

herein provided, may withdraw from this transaction and be released from all liability hereunder by giving written notice to the other party and the escrow/closing agent. The parties' agreement to close this transaction constitutes their approval or waiver of all such conditions.

12. **Default:** If either party defaults on that party's contractual obligations herein, then the non-defaulting party may seek specific performance, together with incidental damages, pursuant to the terms of this Agreement, collect actual damages or seek rescission of the contract. If the non-defaulting party seeking damages or rescission is the Purchaser, the earnest money, upon demand, shall be refunded to the Purchaser, less its share of the costs laid out in Section 9, as the sole and exclusive remedy available to the Purchaser for such failure.

13. **Attorney Fees and Costs:** In the event litigation arises out of this agreement, the losing party agrees to pay the prevailing party's attorney fees incidental to said litigation, together with all costs and expenses incurred in connection with such action, including costs of searching records to determine the condition of title, and whether or not incurred in trial court or on appeal, or in any proceedings under the federal Bankruptcy Code or state receivership statutes.

14. **Waiver:** No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or otherwise be construed so as to at any future time stop such party from exercising such right or remedy. Failure of a party at any time to require performance of any provision of this agreement shall not limit the right of that party to enforce the provision, nor shall any waiver by a party of any breach of any provision constitute a waiver of any succeeding breach of that provision, or waiver of that provision itself, or any other provision.

15. **Escrow or Closing Instruction:** This agreement shall serve as and/or be incorporated into Seller's and Purchaser's escrow or closing instructions for the closing of this transaction. Any inconsistencies between this agreement and escrow or closing instructions provided by the parties shall be resolved in favor of this agreement.

16. **Non-Merger:** Provisions of this agreement shall not be deemed to have merged into the closing documents, but shall survive the closing and continue in full force and effect.

17. **Closing and Termination:** Purchaser shall have until the closing date to satisfy or waive all contingencies referenced in Section 12, above, unless terminated according to the provisions of this agreement. The parties may by mutual agreement extend the closing date. Each party will deposit with the closing agent all instruments and monies necessary to complete the purchase and sale.

18. **Notices:** Notices or demands hereunder shall be in writing and may be mailed or delivered personally. If mailed, such notices shall be sent with postage prepaid, by certified mail, return receipt requested, and the date marked on the return receipt by United States Postal Service shall

be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered to the last known addressee or the parties.

To Purchaser: CITY OF CAMAS
Attn: City Administrator
616 NE Fourth Avenue
Camas, WA 98607

To Seller: Friends of Camas Community Center
c/o Nan Henrickson
2823 NW Alpine Lane
Camas, WA 98607

19. **Seller's Warranties:** Seller warrants the following:

19.1. That it has no notice or knowledge of any liens to be assessed against the Premises.

19.2. That it has no notice or knowledge from any governmental authority or agency of any violation of law or ordinance relating to the Premises.

19.3. That it has no notice or knowledge of any material defect in the Premises which has not been disclosed to Purchaser in writing.

19.4. To the best of Seller's knowledge, the premises are free from hazardous materials and no hazardous materials have been placed on the premises during the period of its ownership.

20. **Disclosure of Representation:** It is understood that this Real Estate Purchase and Sale Agreement has been prepared by Roger D. Knapp, attorney, for the benefit of The City of Camas, Purchaser.

21. **Miscellaneous:**

21.1. **Gender and Number:** As used in this agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

21.2. **Interpretation/Construction:** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this agreement for any purpose relating to construction or interpretation of the terms of this agreement and shall in no way limit any of the provisions of this agreement.

21.3. **Entire Agreement and Amendment:** This agreement constitutes the entire agreement of the parties hereto, supersedes and replaces all prior or existing written and oral agreements between the parties, and may not be amended other than in writing, signed by all parties.

21.4. **Successors and Assigns:** The terms and provisions of this agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and proper and permitted assigns and successors of the parties.

21.5. **Closing Agent:** For purposes of this agreement, "closing agent" shall be defined as a person authorized to perform escrow or closing services who is designated by the parties hereto to perform such services.

21.6. **Date of Closing:** For purposes of this agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow or closing instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

21.7. **Time of the Essence:** Time is of the essence of this agreement.

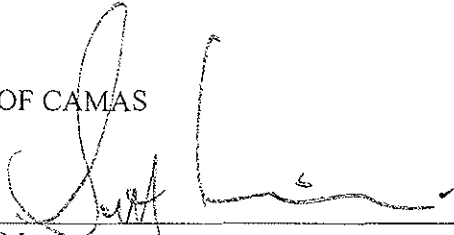
21.8. **Governing Law and Venue:** This agreement shall be governed by and interpreted in accordance with Washington law. Any action or litigation arising out of or in connection with this agreement shall be conducted in Clark County, Washington.

22. **Ratification:** This agreement shall not be binding upon the City of Camas until ratified by the City Council of the City of Camas at a regularly scheduled council meeting. The City agrees to submit this agreement for ratification at the next regularly scheduled council meeting following acceptance by Seller.

23. **Threat of Condemnation:** Purchaser has the power of eminent domain and has determined to acquire the subject real property subject to the satisfaction of the conditions in paragraph 11. Purchaser has further determined that the best way to acquire the premises is by agreeing to and carrying out the terms of this agreement. However, it is recognized by the parties to this agreement that, in the event this agreement is not consummated, Purchaser is ready, willing, and able to exercise its power of eminent domain to make such acquisition. The terms of this agreement have been negotiated in light of such power, and the acquisition, if this transaction is completed, will be made in lieu of and under threat of condemnation.

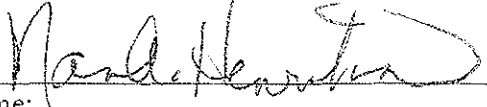
DATED this 23rd day of July, 2013.

CITY OF CAMAS

By: 
Title: Mayor

On the 23rd day of July, 2013, the undersigned hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.

FRIENDS OF CAMAS COMMUNITY CENTER

By: 
Name: President, Friends of Camas Community Center



City of Camas
Contract Change Order

Order No. 2 Date July 15, 2013
 Contract for S-545 NW 38th/SE 20th Roadway Improvements, Ph. 1
 To Tapani, Inc.
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
A. CCO #6 -There was a conflict between a 24" storm pipe and a 10" storm pipe that, as designed, had one pipe dissecting the other pipe. A redesign was required. The redesign resulted in a credit to the City.	(-\$1,730.00)	
B. CCO #7 -Gravel Backfill, per WSDOT Stds require a min. 95% compaction be met. Based on the wet subgrade and a 4" thick layer of backfill, the Contractor was unable to meet the requirement. The geotechnical engineer, GRI, issued a memo allowing for a waiver of this requirement based on field observations, while still meeting the design intent.	\$0.00	
C. CCO #8 -Construction work impacted a drain field located within the new right-of-way. Per the agreement with the property owner, if their drain field was impacted the City is obligated to connect them to city sewer. The connection will be by a 4" gravity line to the sewer pump station. The costs will be charged to the 2013 Wtr/Swr Budget.		\$12,105.00
D. CCO #9 -The Public Works Director requested that 4-1" water & 1-2" sewer taps be installed for future residential connections. Installation of these taps during construction, will reduce the chance of having to cut through the new road surface in the future. The costs will be charged to the 2013 Wtr/Swr Budget.		\$10,813.61
	Total:	\$21,188.61
	Sales Tax is Applicable for Items C & D Only:	\$1,925.16

Net Change in Contract Price: \$23,113.77 (incl. tax)

NOTE:

- Item A-Approval for work was given by the City (Project Engineer, A. Ashton) on 2/13/13.
- Item B-Approval for work was given by the City (Project Engineer, A. Ashton) on 3/7/13.
- Item C-Approval was given by the City (Project Engineer, A. Ashton) on 2/28/13.
- Item D-Approval was given by the City (Project Engineer, A. Ashton) on 4/4/13. Sales tax is applicable for **Items C & D** only.

The amount of the contract, prior to sales tax, will be (decreased) (**increased**) by the sum of: twenty-one thousand one hundred eighty-eight dollars and sixty-one cents (\$21,188.61).

The contract total, including the original contract total, this and previous change orders will be: three million six hundred seventy-seven thousand seven hundred dollars and ten cents (\$3,677,700.10). **Sales tax is included in this total.**

The contract period provided for completion will be (**increased**) (decreased) (unchanged): 4 days. (Tapani request 2 days each for items C & D)

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	<u><i>James Hodges</i></u> Project Manager	<u>7/29/2013</u> Date
Recommended	<u><i>Jim E. Coetzee</i></u> Engineering Manager	<u>7/29/2013</u> Date
Accepted	<u><i>R. M. [Signature]</i></u> Contractor	<u>7/30/13</u> Date
Approved	_____ Mayor	_____ Date

PROGRESS ESTIMATE NO. 6
JULY 24, 2013

WS-713

CITY OF CAMAS
 CLARK COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 JUNE 20, 2013 TO JULY 15, 2013

PROJECT:
 CITY OF CAMAS
 WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B
 G&O JOB NUMBER #11505.02
 CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:
 CONTRACTORS NORTHWEST, INC.
 P.O. BOX 6300
 COEUR D'ALENE, ID 83816

425-00-594-350-65

NO.	DESCRIPTION	BID ITEMS		QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
		QUANTITY	UNIT UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Bond and Insurance	1	LS \$51,114.00	0.00%	100.00%	\$0.00	\$51,114.00	100%
2	Mobilization and Demobilization	1	LS \$95,000.00	0.00%	63.16%	\$0.00	\$60,000.00	63%
3	General Requirements	1	LS \$188,970.00	17.65%	50.70%	\$33,347.38	\$95,803.18	51%
4	Site Work	1	LS \$676,981.00	10.26%	58.22%	\$69,447.07	\$394,134.28	58%
5	UV Disinfection/Effluent Pump Station	1	LS \$500,101.00	1.85%	6.27%	\$9,269.00	\$31,349.00	6%
6	Clarifier No. 3	1	LS \$695,938.00	23.29%	71.18%	\$162,085.60	\$495,374.60	71%
7	Hydrogen Sulfide Scrubber System	1	LS \$277,769.00	74.33%	77.89%	\$206,460.00	\$216,367.00	78%
8	Electrical	1	LS \$273,127.00	5.20%	10.85%	\$14,210.95	\$29,640.65	11%
9	Trench Excavation Safety System	1	LS \$5,703.00	15.00%	90.00%	\$855.45	\$5,132.70	90%
10	Dewatering	1	LS \$6,064.00	0.00%	50.00%	\$0.00	\$3,032.00	50%
11	Unsuitable Excavation	100	CY \$37.00	0	100	\$0.00	\$3,700.00	100%
12	Rock Excavation	220	CY \$68.50	0	0	\$0.00	\$0.00	0%
13	Additive Item No. 1 - Dryer Building	1	LS \$23,600.00	0.00%	0.00%	\$0.00	\$0.00	0%
14	Additive Item No. 5 - Launder Covers	1	LS \$45,700.00	0.00%	0.00%	\$0.00	\$0.00	0%
CHANGE ORDERS:								
	CO1					\$0.00	\$0.00	
	CO2					\$0.00	\$0.00	
	CO3					\$0.00	\$0.00	
	CO4					\$0.00	\$0.00	

PROGRESS ESTIMATE NO. 6
JULY 24, 2013

CITY OF CAMAS
 CLARK COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 JUNE 20, 2013 TO JULY 15, 2013

PROJECT:
 CITY OF CAMAS
 WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B
 G&O JOB NUMBER #11505.02
 CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:
 CONTRACTORS NORTHWEST, INC.
 P.O. BOX 6300
 COEUR D'ALENE, ID 83816

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE	\$495,675.45	\$1,385,647.41
SALES TAX	8.40% \$41,636.74	\$116,394.37
MATERIALS ON HAND	\$9,562.18	\$69,065.34
TOTAL	\$546,874.37	\$1,571,107.12
LESS 5% RETAINED (BEFORE TAX)	\$24,783.77	\$69,282.37
TOTAL EARNED TO DATE LESS RETAINAGE		\$1,501,824.75
LESS AMOUNTS PREVIOUSLY PAID		
PROGRESS ESTIMATE NO. 1		\$337,296.34
PROGRESS ESTIMATE NO. 2		\$360,739.36
PROGRESS ESTIMATE NO. 3		\$149,382.05
PROGRESS ESTIMATE NO. 4		\$56,125.20
PROGRESS ESTIMATE NO. 5		\$76,191.20
TOTAL PAYMENT NOW DUE:	\$522,090.60	\$522,090.60

ORIGINAL CONTRACT AMOUNT \$2,858,837.00
 CONTRACT PERCENTAGE TO DATE 48%

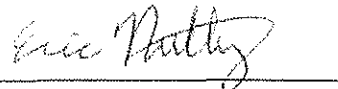
I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

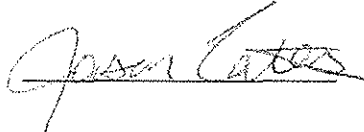
I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

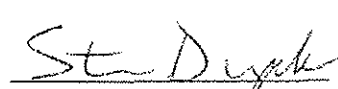
GRAY & OSBORNE, INC.

CONTRACTORS NORTHWEST, INC.

CITY OF CAMAS







APR 29 11 29 AM '13

PROGRESS ESTIMATE NO. 6
JULY 24, 2013

CITY OF CAMAS
 CLARK COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 JUNE 20, 2013 TO JULY 15, 2013

PROJECT:
 CITY OF CAMAS
 WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B
 G&O JOB NUMBER #11505.02
 CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:
 CONTRACTORS NORTHWEST, INC.
 P.O. BOX 6300
 COEUR D'ALENE, ID 83816

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1.	JANUARY 15, 2013 TO FEBRUARY 18, 2013	\$205,141.01	8.40%	\$17,231.84	\$125,180.54	\$10,257.05	\$337,296.34
2.	FEBRUARY 19, 2013 TO MARCH 21, 2013	\$417,917.42	8.40%	\$35,105.06	-\$71,387.25	\$20,895.87	\$360,739.36
3.	MARCH 21, 2013 TO APRIL 15, 2013	\$146,916.94	8.40%	\$12,341.02	-\$2,530.06	\$7,345.85	\$149,382.05
4.	APRIL 16, 2013 TO MAY 15, 2013	\$54,279.69	8.40%	\$4,559.49	\$0.00	\$2,713.98	\$56,125.20
5.	MAY 16, 2013 TO JUNE 19, 2013	\$65,716.90	8.40%	\$5,520.22	\$8,239.93	\$3,285.85	\$76,191.20
6.	JUNE 20, 2013 TO JULY 15, 2013	\$495,675.45	8.40%	\$41,636.74	\$9,562.18	\$24,783.77	\$522,090.60
TOTAL:		\$1,385,647.41		\$116,394.37	\$69,065.34	\$69,282.37	\$1,501,824.75

CITY OF CAMAS PROJECT NO. WS-720A 2013 STEP/STEF Tank Pumping			PAY ESTIMATE: THREE PAY PERIOD: 6/1/13 Through 6/30/13				AAA Septic Service PO Box 1668 Brush Prairie, WA 98606 (360) 687-8960				
			ORIGINAL CONTRACT AMOUNT: \$51,967.77								
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

SANITARY SEWER											
1	Commercial STEP & STEF Tank Pumping	1000 GAL	30.00	\$96.85	\$2,905.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
2	Residential STEP & STEF Tank Pumping	EA	165.00	\$96.85	\$45,035.25	106.00	\$10,266.10	54.00	\$5,229.90	160.00	\$15,496.00

SUBTOTAL:	\$47,940.75	\$10,266.10	\$5,229.90	\$15,496.00
Sanitary Sales Tax (8.4%):	\$4,027.02	\$862.35	\$439.31	\$1,301.66
Total:	\$51,967.77	\$11,128.45	\$5,669.21	\$16,797.66

	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ORIGINAL CONTRACT TOTAL	\$47,940.75	\$10,266.10	\$5,229.90	\$15,496.00
ADDITIONS / DELETIONS	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$47,940.75	\$10,266.10	\$5,229.90	\$15,496.00
SALES TAX (8.4%)	\$4,027.02	\$862.35	\$439.31	\$1,301.66
TOTAL CONTRACT	\$51,967.77	\$11,128.45	\$5,669.21	\$16,797.66
LESS 5% RETAINAGE		(\$513.31)	(\$261.50)	(\$774.80)
TOTAL LESS RETAIN.		\$10,615.15	\$5,407.72	\$16,022.86

SAN. ACT. NUMBER: 424.00.535.811.48

SAN. THIS PAY EST:

\$5,407.72

F.I.
Steve Dwyer 7/29/13
Project Engineer Date

Fawn Walkey 7/29/13
Contractor Date

James Hedger 7/29/2013
Project Manager Date

11.1
10.00
R 7/29/13

CITY OF CAMAS PROJECT NO. P-862 Project Name: Lacamas Lake Lodge Building Improvements	PAY ESTIMATE:	ONE	JWC Construction
	PAY PERIOD:	July 1, 2013 Through July 26, 2013	PO Box 821409 Vancouver, WA 98682 (360) 693-8925 (360) 693-8926
	Original Contract Amount:	\$1,672,951.00	

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
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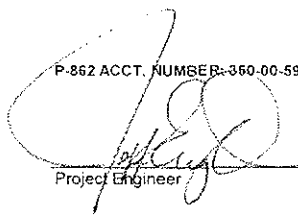
SCHEDULE "A" - SITE IMPROVEMENTS											
0	PERFORMANCE & PAYMENT BOND	LS	1.00	\$20,280.00	\$20,280.00	0.00	\$0.00	1.00	\$20,280.00	1.00	\$20,280.00
1	GENERAL CONDITIONS	LS	1.00	\$146,600.00	\$146,600.00	0.00	\$0.00	0.16	\$23,456.00	0.16	\$23,456.00
2	SITework	LS	1.00	\$483,542.00	\$483,542.00	0.00	\$0.00	0.14	\$67,695.88	0.14	\$67,695.88
3	CONCRETE	LS	1.00	\$87,700.00	\$87,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
4	MASONRY	LS	1.00	\$24,557.00	\$24,557.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
5	METALS	LS	1.00	\$17,700.00	\$17,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
6	WOODS & PLASTICS	LS	1.00	\$214,009.00	\$214,009.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
7	THERMAL & MOISTURE PROTECTION	LS	1.00	\$70,955.00	\$70,955.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
8	DOORS & WINDOWS	LS	1.00	\$84,590.00	\$84,590.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
9	FINISHES	LS	1.00	\$101,555.00	\$101,555.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10	SPECIALTIES	LS	1.00	\$14,645.00	\$14,645.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	EQUIPMENT	LS	1.00	\$32,592.00	\$32,592.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12	FURNISHINGS	LS	1.00	\$15,225.00	\$15,225.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
13	SPECIAL CONSTRUCTION	LS	1.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14	CONVEYING SYSTEMS	LS	1.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
15	MECHANICAL	LS	1.00	\$116,800.00	\$116,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
16	ELECTRICAL	LS	1.00	\$134,627.00	\$134,627.00	0.00	\$0.00	0.05	\$6,731.35	0.05	\$6,731.35
17	CONTRACTOR FEE/INSURANCE	LS	1.00	\$107,574.00	\$107,574.00	0.00	\$0.00	0.08	\$8,605.92	0.08	\$8,605.92

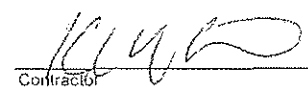
Schedule "A" Subtotal:		\$1,672,951.00	\$0.00	\$126,769.15	\$126,769.15
Sales Tax:	Rate: 8.4%	\$140,527.88	\$0.00	\$10,648.61	\$10,648.61
Schedule "A" Total:		\$1,813,478.88	\$0.00	\$137,417.76	\$137,417.76

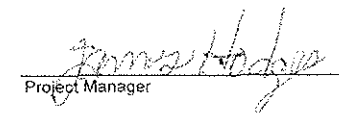
	ORIGINAL CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SUBTOTALS	\$1,672,951.00	\$0.00	\$126,769.15	\$126,769.15
CHANGE ORDERS TO DATE	-----	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$1,672,951.00	\$0.00	\$126,769.15	\$126,769.15
SALES TAX (8.4%)	\$140,527.88	\$0.00	\$10,648.61	\$10,648.61
TOTAL CONTRACT	\$1,813,478.88	\$0.00	\$137,417.76	\$137,417.76
LESS 5% RETAINAGE	-----	\$0.00	(\$6,338.46)	(\$6,338.46)
TOTAL LESS RETAIN.	-----	\$0.00	\$131,079.30	\$131,079.30

P-862 ACCT. NUMBER-360-00-594-760-62

THIS PAY EST. LESS RETAINAGE \$131,079.30


Project Engineer
Date: 7/26/13


Contractor
Date: 7/26/13


Project Manager
Date: 7/29/2013

7/29/13

TO BE PAID AFTER
Aug 5

Michael Green Construction, Inc.

**PO Box 142
Washougal, WA 98671**

Invoice

ORIGINAL

Date	Invoice #
7/17/2013	3261

Bill To
City of Camas C/O Denis Ryan P.O. Box 1055 Camas, WA 98607

Receipt #	Terms	Nature of Service
	Due on receipt	Asphalt Repairs

Quantity	Description	Rate	Amount
	Mobilization	1,460.00	1,460.00T
	Traffic Control	1,890.00	1,890.00T
40	Gravel/Per Yard	38.65	1,546.00T
251	Pavement Repair Excavation / Per Square Yard	20.50	5,145.50T
61.68	Asphalt / Per Ton	201.25	12,413.10T
251	Road Fabric / Per Square Yard	2.27	569.77T
2013 Asphalt Repairs Project No. S-576A			

DL 7/22/2013
112-76-695-300-65
S-576A

Thank you for your business.	Sales Tax (0.0%)	\$0.00
------------------------------	-------------------------	--------

Total Due 23,024³⁷
less retainage 1151²²

Balance Due 21,873¹⁵

Total	\$23,024.37
Payments/Credits	\$0.00
Balance Due	\$23,024.37

(Signature)



ORIGINAL

BLACKLINE, INC.

INVOICE

PMB 196
13023 NE Hwy. 99, Ste.7
Vancouver, WA 98686
Office: 360-225-1080
Fax: 360 553-4114
blacklineslurry.com

INVOICE #05/28/13

DATE: 07-24-13

BILL TO:

Denis Ryan
City of Camas
1620 SE Eighth Avenue
Camas, WA 98607
(360) 817-7983

OK [Signature]

Contact Person	Project No.	Terms
<i>Denis Ryan</i> dryan@cityofcamas.us	City of Camas 2013 2013 Type II Slurry Seal City Project Number: S-576B	Payment Due on Receipt

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	L.S.	1	\$ 3,000.00	\$ 3,000.00
2	Flaggers And Spotters	L.S.	1	\$ 3,000.00	\$ 3,000.00
3	Project Temporary Traffic Control	L.S.	1	\$10,000.00	\$ 10,000.00
4	Type II Slurry	S.Y.	113,799	\$ 1.09	\$124,040.91
5	Portable Changeable Message Sign	EA.	2	\$ 700.00	\$ 1,400.00
				TOTAL	\$141,440.91

Please make all checks payable to **BLACKLINE, INC.** \$ 7,022⁰⁵ = Less 5% retm

THANK YOU FOR YOUR BUSINESS!

(C)

\$ 134,360⁰⁶ = Bal mce due

CIVIL REGULATORY ORDER

Pursuant to Camas Municipal Code 18.55.430, the City of Camas hereby issues the following Civil Regulatory Order against Orlando Archilla, 807 NW 35th Circle, Camas, Washington, 98607, for violation of Camas Municipal Code 16.51.200, relating to alterations performed within a City of Camas critical area by construction of a water feature and other improvements.

NOTICE OF VIOLATION

1. Name: Orlando Archilla

Address: 807 NW 35th Circle, Camas, Washington, 98607

2. Incident Location: Encroachment area abutting the real property located at 807 NW 35th Circle, Camas, Washington, 98607, within Clark County Tax Parcel No. 124817382, with an approximate area of 1,600 square feet, including a water feature of 275 square feet and lawn area of 570 square feet, all as more particularly described in the attached Exhibit "A". The water feature and landscaping improvements encroach onto City of Camas property designated as open space, Tract "C" within the Lakeridge subdivision plat, under Clark County Auditor's File at Book 311, page 265.

3. Description of Violation: See attached Code Enforcement Incident Report, Case No. 13-CV108. The construction of the water feature and landscaping improvements within the described City of Camas open space area is a violation of the Lakeridge subdivision plat Note No. 7, which provides that said tracts are designated open space areas and shall be dedicated to the City of Camas. Tract "C" was dedicated to the City of Camas as open space in relation to mitigation of critical areas identified to the Lakeridge subdivision preliminary and final plat

approval, and alterations to the portion thereof as described are not an exempt or allowed activity under Camas Municipal Code Chapter 16.51.100 or Chapter 16.51.120.

4. This notice is effective immediately upon your receipt of this notice, and this notice has further been posted at the site.

5. All actions currently undertaken in violation of the City of Camas Code as herein described must immediately cease.

6. (a) The following actions are required to correct, remedy, or avoid the aforescribed violations: The removal of all constructed improvements and landscaping within the noted area set forth within Exhibit "A" which encroach in any manner upon the City of Camas real property, as described. The impacted real property shall be restored to the original condition, as excepted by the City of Camas, within forty-five (45) days of the date of service of this notice.

(b) Compliance with all City requirements as set forth under Camas Municipal Code 16.51.200, attached hereto as Exhibit "B", concerning submission of a restoration plan in compliance with the minimum performance standards for restoration of the impacted area, pursuant to Camas Municipal Code 16.51.200(C)(2) for geologically hazardous areas.

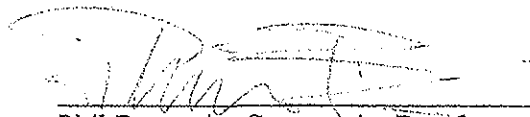
Pursuant to Camas Municipal Code 18.55.440, the following civil fine is hereby assessed for the violation herein described: A civil fine of \$500.00. This fine shall be immediately due and payable upon issuance and receipt of this notice. In the event any fine imposed herein remains unpaid thirty (30) days after it becomes due and payable, the Community Development Director, City of Camas, may take any actions necessary to recover the fine. Any person incurring a civil fine may, within ten (10) days of receipt of this notice, apply in writing to the

Community Development Director, City of Camas, for remission of the fine, explaining the extraordinary circumstances which exist for remission of said fine. The Community Development Director shall issue the decision on said application within ten (10) days. Any civil fine imposed pursuant to this notice may be appealed to the City Council, as per the Camas Municipal Code.

This Civil Regulatory Order may be appealed in accordance with the Camas Municipal Code. The enforcement action as described in this order is supplemental to any additional penalties imposed pursuant to Camas Municipal Code 18.55.410. Further, enforcement action pursuant to this order does not relieve or prevent enforcement against any other responsible person pursuant to Camas Municipal Code 18.55.420.

FAILURE TO COMPLY WITH THIS CIVIL REGULATORY ORDER MAY RESULT IN FURTHER ENFORCEMENT ACTIONS, INCLUDING ADDITIONAL CIVIL FINES AND CRIMINAL PENALTIES.

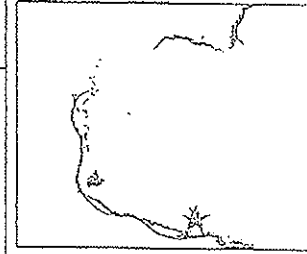
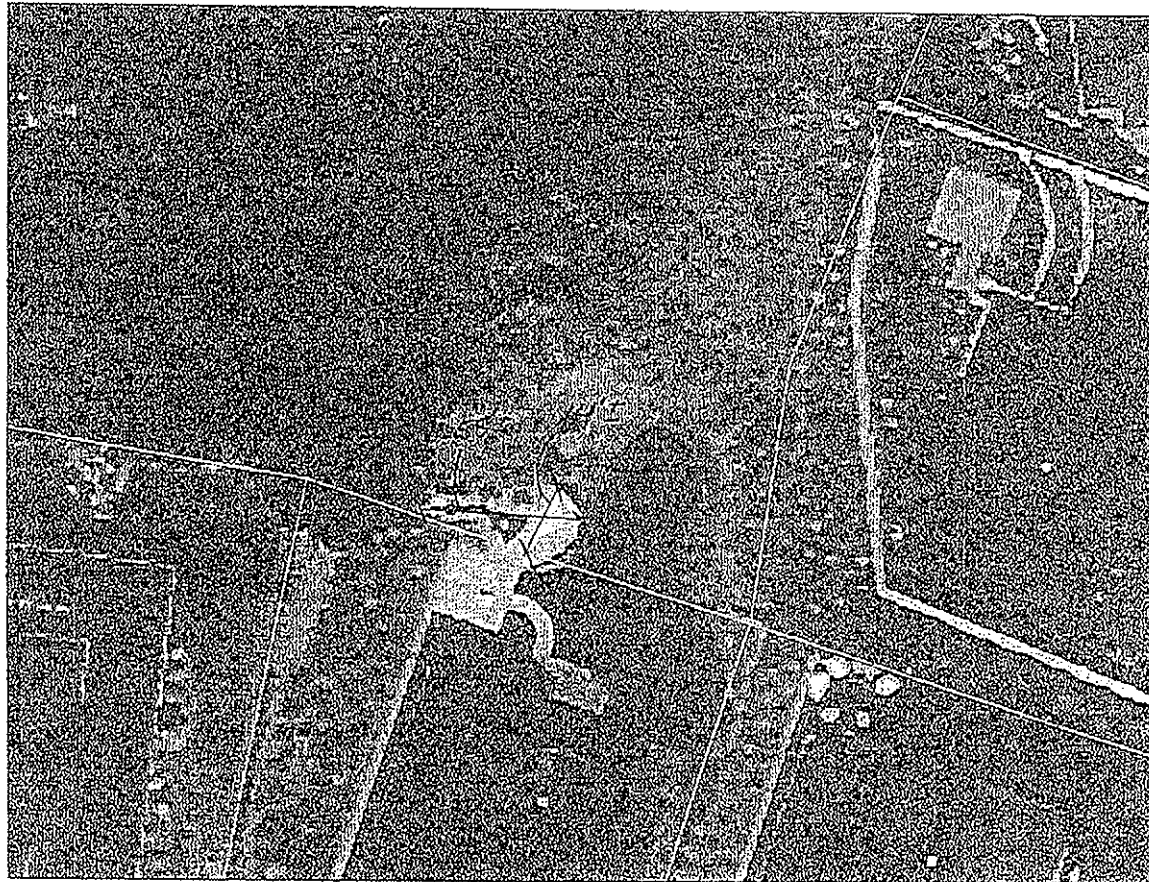
DATED this 30th day of May, 2013. ↓



Phil Bourquin, Community Development Director,
City of Camas

Water Feature

275^{PI} WATER FEATURE



Legend

- Building Footprints
- Parcels
- Roads
- Alley
- Arterial
- DNR
- DNR (Private Land)
- Driveway
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Road
- Private Road w/o Name
- Public Road
- SR Ramp
- State Route

0 38 76 114 ft.

Map center: 1149573, 104931



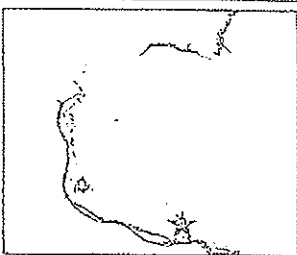
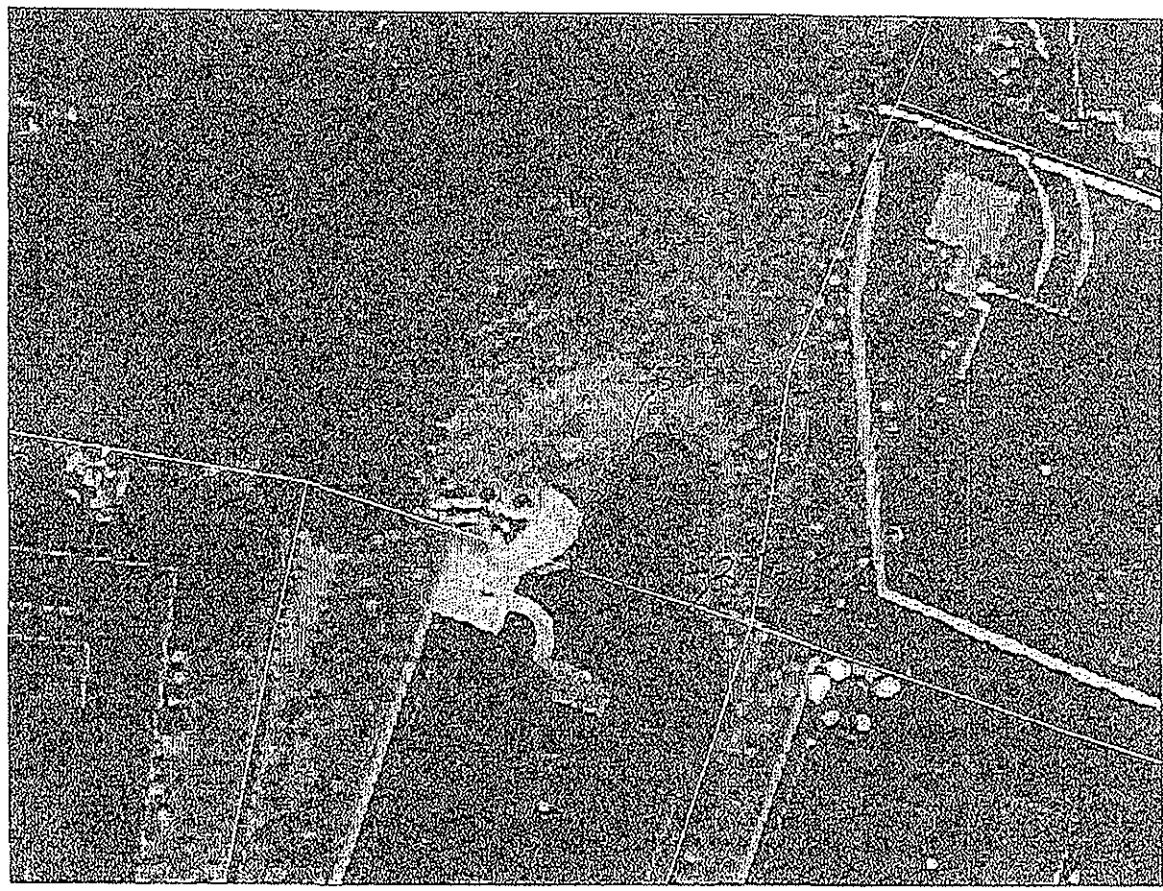
Scale: 1:390

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

10/11/11

Water Feature

570[±] TOTAL GRASS AREA



Legend

- Building Footprints
- Parcels
- Roads
- Alley
- Arterial
- DNR
- DNR (Private Land)
- Driveway
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Homes
- Public Roads
- SR Ramp
- State Route

0 38 76 114 ft.

Map center: 1149573, 104931



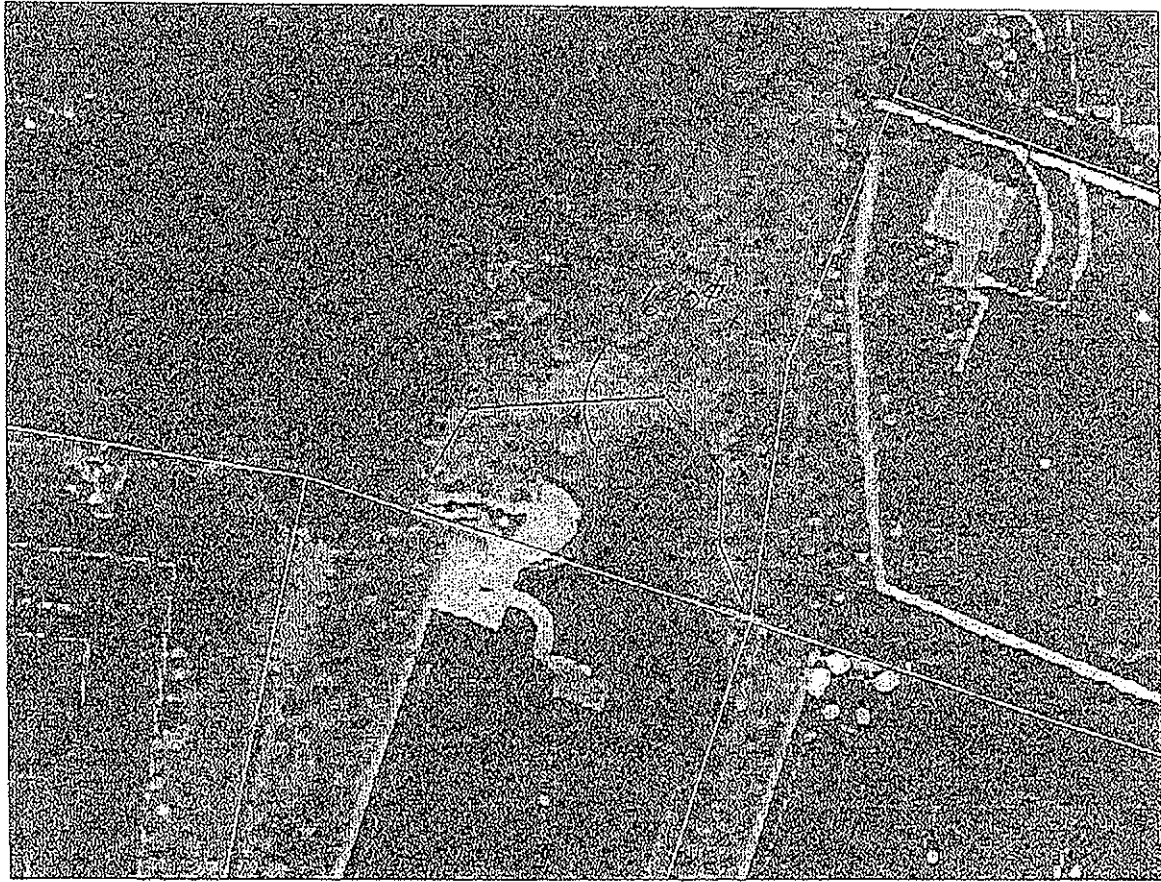
Scale: 1:390

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EXHIBIT
PAGE 2 OF 3

Water Feature

1,600[±] TOTAL LANDSCAPED AREA



Legend

- Building Footprints
- Parcels
- Roads
 - Arterial
 - DNR
 - DNR (Private Land)
 - Driveway
 - Interstate
 - Interstate Ramp
 - Primary Arterial
 - Private Roads
 - Private Roads w/o Names
 - Public Roads
 - SR Ramp
 - State Route

0 38 76 114 ft.

Map center: 1149573, 104931



Scale: 1:390

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

16.51.200 Unauthorized critical area alterations and enforcement.

- A. When a critical area or its management zone has been altered in violation of these provisions, all ongoing development work shall stop and the critical area shall be restored. The city shall have the authority to issue a stop work order to cease all ongoing development work, and order restoration, rehabilitation, or replacement measures at the owner's or other responsible party's expense to compensate for violation of these provisions.
- B. Restoration Plan Required. Where a violation has occurred, all development work shall remain stopped until a restoration plan is submitted by the property owner and/or violator (applicant) and approved by the city. Such a plan shall be prepared by a qualified professional and shall describe how the actions proposed meet the intent of requirements described in subsection C of this section. The director may, at the applicant's expense, seek expert advice in determining the adequacy of the plan and may impose additional requirements to mitigate critical areas issues.
- C. Minimum Performance Standards for Restoration.
1. For alterations to critical aquifer recharge areas and frequently flooded areas, the following minimum performance standards shall be met for the restoration of a critical area, provided that if the violator can demonstrate that greater functional and habitat values can be obtained, these standards may be modified:
 - a. The historic structural and functional values shall be restored, including water quality and habitat functions;
 - b. The historic soil types and configuration shall be replicated;
 - c. The critical area and management zones shall be replanted with native vegetation that replicates the vegetation historically found on the site in species types, sizes, and densities; and
 - d. The historic functions and values should be replicated at the location of the alteration.
 2. For alterations to frequently flooded and geological hazardous areas, the following minimum performance standards shall be met for the restoration of a critical area, provided that, if the violator can demonstrate that greater safety can be obtained, these standards may be modified:
 - a. The hazard shall be reduced to a level equal to, or less than, the predevelopment hazard;
 - b. Any risk of personal injury resulting from the alteration shall be eliminated or minimized; and
 - c. The hazard area and management zones shall be replanted with native vegetation sufficient to minimize the hazard.
- D. Enforcement. Violations and compliance issues under these provisions are subject to enforcement under CMC Chapter 18.55

(Ord. 2517 § 1 (Exh. A (part)). 2008)

EXHIBIT B
PAGE 1 OF 1

CODE ENFORCEMENT INCIDENT REPORT
 CAMAS POLICE DEPARTMENT
 2100 NE 3rd Ave Camas, WA 98607 (360) 834-4151 FAX (360) 834-0505

CASE NUMBER
 13-CV108
 REFERENCE

CLASSIFICATION: 18.31.010
 Violation of Zoning Regulations
 DATE/TIME REPORTED: 03/04/2013
 INCIDENT LOCATION: 807 NW 35th Circle
 ZONE: 22

<input type="checkbox"/> RENTAL
<input checked="" type="checkbox"/> RECORDS CODING

SUSPECT INFORMATION

SUSPECT: Archilla, Orlando "Roy"
 SEX/RACE/DOB/PHYS: M/W/
 ADDRESS: 807 NW 35th Circle
 PHONE (H)(W)(Msg): (858)204-2752

COMPLAINANT/WITNESS INFORMATION

DO NOT DISCLOSE
 NAME: Rohr, Amy
 SEX/RACE/DOB: F/W/
 ADDRESS: 3431 NW Lacamas Lane
 PHONE (H)(W)(Msg): (971)219-5137

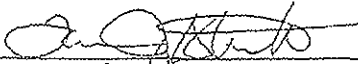
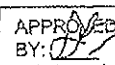
ORPHAN DOCUMENTS:

- Copy of letter to Mayor Higgins
- Copy of letter to Phil Bourquin
- E-mail to Lloyd Halverson
- Five photos from Smith (Bldg dept)
- Five photos from property

SUMMARY: The property at 807 NW 35th Circle has landscaping and a water feature built into the City of Camas green space.

NARRATIVE: On 3/4/2013 I received a phone call from [REDACTED] regarding a water feature that may have been built on the City of Camas green space. I told [REDACTED] that I would contact the property owners and go take a look at the water feature. [REDACTED] asked that [REDACTED] name not be used if possible.

I called and spoke to the current property owner, Roy Archilla, in regards to the complaint and he said he would be home on 3/5/2013 and I was welcome to come and see the water feature and backyard area. I contacted Brian Smith from the Building department who said he could go with me the following morning.

I certify or declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge.				13-CV108 CASE NUMBER
CEO Tami Strunk 		Date: 4-17-2013		
DISTRIBUTION				
<input type="checkbox"/> PATROL INFO	<input checked="" type="checkbox"/> CITY ATTY 4-18	<input type="checkbox"/> CCPO	<input type="checkbox"/> Other _____	
<input type="checkbox"/> DET INFO	<input type="checkbox"/> CCPA	<input type="checkbox"/> VPD	<input type="checkbox"/> Other _____	
<input type="checkbox"/> DET INFO	<input type="checkbox"/> JUV PA	<input type="checkbox"/> WPD	<input type="checkbox"/> Other _____	
CASE STATUS		APPROVED BY: 		
<input type="checkbox"/> Patrol F/U _____	<input type="checkbox"/> Det F/U _____	<input type="checkbox"/> Pending New Info _____	<input type="checkbox"/> Pending Review _____	
<input type="checkbox"/> Cld Arrest _____	<input type="checkbox"/> Cld Unfound _____	<input type="checkbox"/> Cld Excep _____	<input type="checkbox"/> P <input type="checkbox"/> NP	

Smith and I met with Archilla on 3/5/2013 at 1045 and took pictures of the property. Archilla told us they purchased the property in 2009 and the extended grass area and irrigation system that encroaches on City property was in place at that time. It was Archilla's assumption that the back of the finished yard was his property line and he then installed the water feature. Smith and I measured roughly the size of back lot and the water feature is on City of Camas green space. I told Archilla that I would talk to the City Attorney and get clarification on this.

I showed pictures to City Attorney Shultz on 3/13/2013 and Shultz said he would get back to me. I spoke to Shultz again on 3/18/2013 and he said all hardscaping (water feature) would have to be removed but the trees and bark dust could stay.

On 3/20/2013 I met Archilla with Smith and Bob Cunningham from the Building Department to locate the property pins to know exactly what needed to be removed. We found that a large portion of the lawn and the vast majority of the water feature were on city property. I told Archilla that the City Attorney said that any hardscape on City Property would have to be removed and the trees and bark dust could stay.

Cunningham left me a voice message on 3/22/2013 stating that Archilla was drafting a letter to the Mayor and City Administrator asking if there was something that could be done to allow the water feature. They asked for a few days before we start legal action.

I received an email on 3/29/2013 from Archilla with a copy of the letter sent to Mayor Higgins. On 4/8/2013 I received another email from Archilla with a copy of the letter that was hand delivered to Community Director Phil Bourquin. In each instance, Archilla was asking if there was another solution available other than tearing out his water feature.

On 4/16/2013 I went to the Archilla residence along with Smith from the Building Department and Sgt Boyles to get more pictures with cones placed along the property line for a better visual of encroachment area.

Smith used Clark County GIS to get approximate measurements of the areas in question. The total landscaped area is 1600sq feet, the water feature is 275sq feet and the lawn is 570sq feet.

Forward to City Attorney Shultz

CEO Tami Strunk

Incident Report
Page 2

CASE NUMBER
13-CV108

JUL 02 2013

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NOTICE OF APPEAL

DATE: June 27, 2013

APPELLANT: Roy & Lisa Archilla
807 NW 35th Avenue
Camas, WA 98607
(760) 579-3021

TO: Mr. Phil Bourquin
Community Development Director
City of Camas
616 NE 4th Avenue
Camas, WA 98607

We the appellants, Roy and Lisa Archilla, homeowners of the subject property located at 807 NW 35th Avenue, Camas Washington are standing to appeal the Civil Regulatory Order dated May 30th, 2013 referencing the Code Enforcement Incident Report: Case Number 13-CV108.

The Civil Regulatory Order in paragraph 2, states that the water feature is encroaching city property by 275 square feet and the lawn area is encroaching City property by 570 square feet. Paragraph 6a requires correction by removing all constructed improvements and landscaping within the noted area and restoration of the impacted property to its original condition to include a civil fine of \$500.

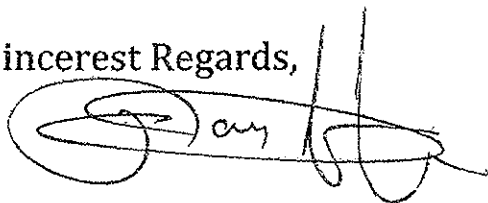
As described in previous correspondence, when we purchased the subject property in July, 2009, the property was already landscaped to include the aforementioned 570 square foot of

lawn area complete with a sprinkler system. Due to noticeable erosion on the hillside, the constructed improvements and additional landscaping were installed, in part to help deter the erosion issue. The water feature was constructed well within the area we thought was our property. As such, we had no reason to believe that we would be at risk of encroaching onto City property. This was an inadvertent mistake that we made. We would never have constructed the water feature in this location had we known that we were at risk of encroaching onto City property.

Due to the extraordinary circumstances of the situation, the financial hardship that would incur and the diminishment of property value in complying with the Civil Regulatory Order, we are appealing to the City for a rescission of the order. Alternatively, we would propose allowing the 570 square foot of lawn and landscaping to remain as is, since it is a benefit to the City in the prevention of erosion of the hillside area and no one is negatively affected by these improvements. Additionally, we would propose purchasing the affected 275 square foot of area impacted by the constructed improvements at a comparable price per square foot of unimproved land in our neighborhood.

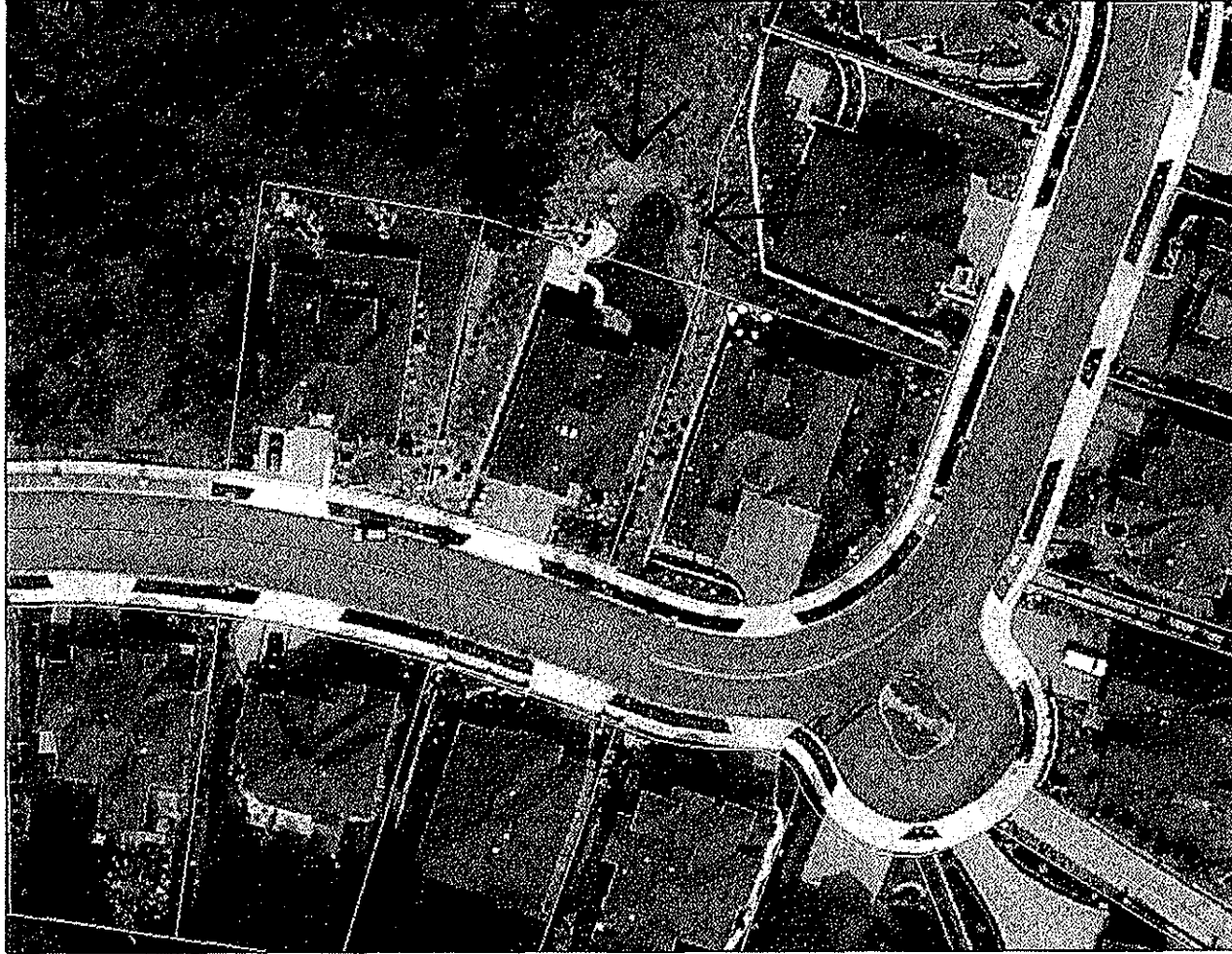
We the appellants have read this Notice of Appeal and attest to the truth of the content herein.

Sincerest Regards,

A handwritten signature in black ink, appearing to read "Roy Archillas". The signature is written in a cursive style with a large, circular flourish at the beginning.A handwritten signature in black ink, appearing to read "Lisa Archillas". The signature is written in a cursive style with a long, horizontal flourish at the end.

Roy and Lisa Archillas

807 NW 35th Avenue



Legend

- Building Footprints
- Parcels
- Roads
 - Alley
 - Arterial
 - DNR
 - DNR (Private Land)
 - Driveway
 - Interstate
 - Interstate Ramp
 - Primary Arterial
 - Private Roads
 - Private Roads w/o Names
 - Public Roads
 - SR Ramp
 - State Route

0 80 160 240 ft.

Map center: 1149575, 104815

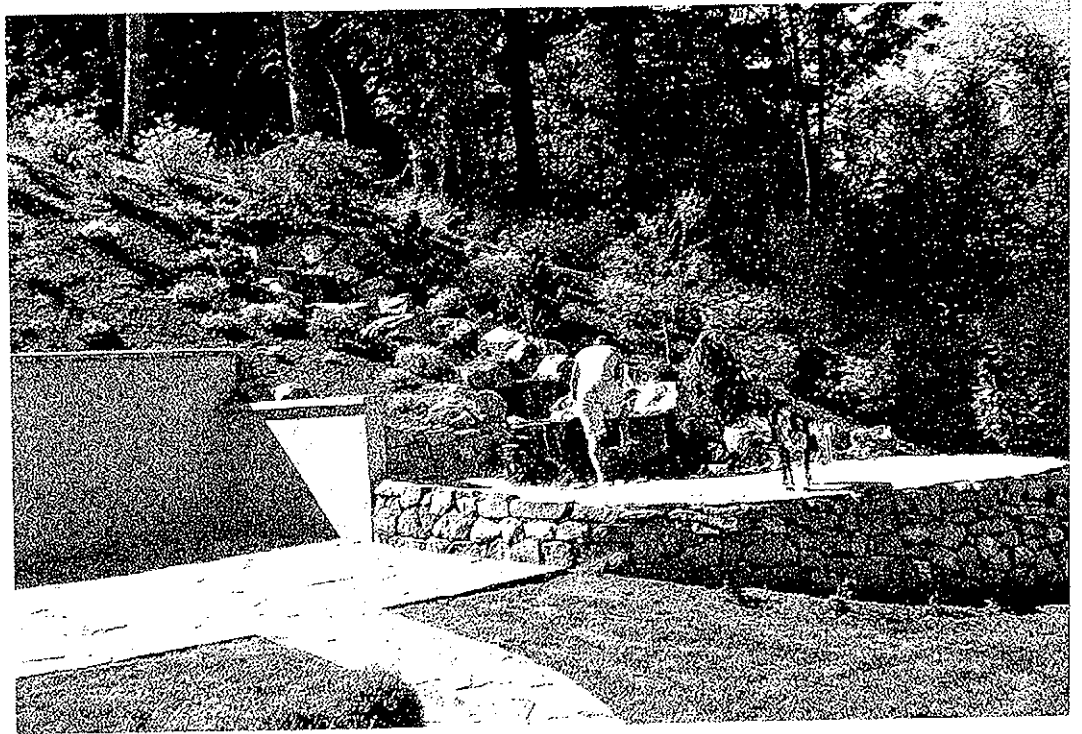


Scale: 1:857

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









CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607
PH: 360-834-6864 • F: 360-834-1535
<http://www.ci.camas.wa.us>

June 20, 2013

Roy and Lisa Archilla
807 NW 35th Avenue
Camas, WA 98607

RE: Response to Civil Regulatory Order and request for remission of fine.

Mr. and Mrs. Archilla,

This letter is intended to respond to your letter dated June 8, 2013, requesting remission of a \$500 fine related to the encroachment of improvements onto City owned property. Based upon your letter and the circumstances in which you apparently purchased the property, it appears clear the landscaping and sprinkler system was installed prior to you acquiring the property at 807 NW 35th Court. As such, the \$500 fine will be suspended, subject to removal of those improvements constructed by you, namely the water feature and patio, within 30 days of the date of service of this notice.

You may appeal the Civil Regulatory order as well as this decision on the remission of the fine by filing a notice of appeal with the City Clerk within fourteen days of issuance of this letter [CMC 18.55.200]. The appeal must be filed by 5PM on July 5, 2013.

A notice of appeal shall be in writing and contain the following information:

- (1) Appellant's name, address and phone number;
- (2) Appellant's statement describing his or other standing to appeal;
- (3) Identification of the application which is the subject of the appeal;
- (4) Appellant's statement of grounds for the appeal and the facts upon which the appeal is based;
- (5) The relief sought, including the specific nature and extent;
- (6) A statement that the appellant has read the notice of appeal and believes the content to be true, followed by the appellant's signature.

Sincerely,

Phil Bourquin
Community Development Director

JUN 12 2013

RECEIVED

Roy & Lisa Archilla
807 NW 35th Avenue
Camas, WA 98607

June 8th, 2013

Mr. Phil Bourquin
Community Development Director
City of Camas
616 NE 4th Avenue
Camas, WA 98607

Dear Mr. Bourquin,

We are writing you in response to the citation we received on June 4th, 2013 concerning our property located at 807 NW 35th Avenue here in Camas. As in our previous letter dated April 8th, 2013, we explained that there were extraordinary circumstances surrounding our decision to install the water feature mentioned in Exhibit "A" of the aforementioned citation.

These extraordinary circumstances were that when we purchased our property in 2009, the yard was landscaped with sod and a sprinkler system that we now know extends beyond our actual property line. We had no reason to believe that we would be at risk of encroaching onto City property at the time. We deeply regret this unfortunate, unintentional oversight on our part to install this water feature in its current location. We would never have intentionally built this water feature if we had known that we were at risk of encroaching onto City property.

In light of the circumstances surrounding this issue we are asking the City to consider a remission of the \$500 fine assessed as described in the citation. We sincerely apologize for this regrettable mistake on our part.

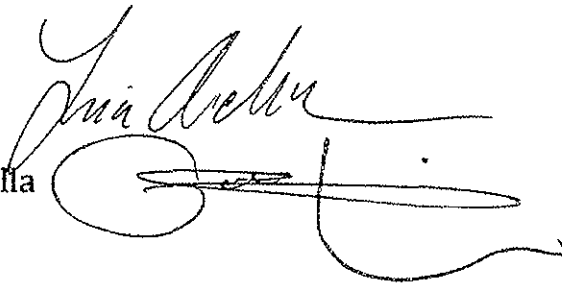
Additionally, in the Notice of Violation paragraph 6 (a) describes the actions required to correct the problem requiring restoration of the impacted property to its original condition within 45 days of the date of service. We would like to know if any other possible remedies would be available other than complete demolition of the water feature, removal of sod, sprinklers and trees.

We are eager to work with the City in any way we can and are hoping for any other suggestions that would allow us to keep the water feature and landscaping. Is it possible to purchase the impacted section? Please help us find a solution to our problem.

Thank you for your time in reviewing this matter. We have enclosed a copy of the citation and Notice of Violation for your convenience.

Sincerest Regards,

Roy and Lisa Archilla

A handwritten signature in black ink, appearing to read "Roy and Lisa Archilla". The signature is written in a cursive style with a large, stylized initial "R" and "L".

APR 08 2013

RECEIVED

Roy & Lisa Archilla
807 NW 35th Avenue
Camas, WA 98607

April 8th 2013

Mr. Phil Bourquin
Community Development Director
City of Camas
616 NE 4th Avenue
Camas, WA 98607

Dear Mr. Bourquin,

We are writing you as recommended by Mr. Lloyd Halverson who said that you may be able to guide us in resolving a problem we recently encountered with our property located at 807 NW 35th Avenue here in Camas.

When we purchased our property in 2009 the yard was landscaped with sod and a sprinkler system that we now know extends beyond our actual property line. Therefore, when we decided to enhance our property with a water feature, shortly after purchase, there was no reason to believe that we would be at risk of encroaching onto City property. Unfortunately, we discovered that the property line does indeed go right down the middle of the water feature so that half of it is encroaching onto City property.

After writing Mayor Higgins we received a call from Mr. Mr. Lloyd Halverson who suggested that the City may consider a Boundary Line Adjustment allowing us to purchase that portion of the land from the City that is encroaching.

If the City would consider a Boundary Line Adjustment for purchase what would be required and what would be the next step in the process? Do you have any other suggestions that would help us resolve this problem in order to avoid having to dismantle the water feature?

Thank you for your time in reviewing this matter. We have enclosed a copy of the letter sent to Mayor Higgins and I will email the photos of the property for your review.

Sincerest Regards,

A handwritten signature in cursive script, appearing to read "Roy and Lisa Archilla". The signature is written in black ink and is positioned above the printed name.

Roy and Lisa Archilla

Phil Bourquin

From: Lloyd Halverson
Sent: Wednesday, April 03, 2013 4:23 PM
To: Nina Regor
Cc: Phil Bourquin; Scott Higgins
Subject: Archilla's green space error

Nina, Phil and Mayor, this is to follow-up on this "special assignment" which came forward as a letter from Roy & Lisa Archilla to Mayor Higgins. They admit to mistakenly building a water feature in city owned openspace, directly adjacent to their lot at 807 NW 35th Ave. I reviewed the letter, the related photos, looked at the area, discussed this a bit with Phil, and had a phone conversation with Roy A.

Roy reiterates it was an error, which is their responsibility. He says the encroachment into city property is "about five feet"; and it would be very difficult to "un-do" what they have built. I suggested that he propose to the City that he purchase the encroached area from the City, at lot square footage value. Further that the boundary be adjusted to reflect the "boundary line adjustment"; and that any necessary "out of pocket" costs of the full matter be paid by Archilla's as the "moving party". I said this kind of proposal would need staff and council review and if acceptable, council approval. My advise was to not presume on the outcome of this. I told him that I believe such an openspace purchase proposal would require a public hearing, and thus if members of the public see defects to this effort at problem solving, these views could be considered. "Public business, publically arrived at", was a phrase I used. I told Roy that Phil is the appropriate staff person for this, and that a way to forward the process would be for him to write a letter to Phil, reiterating the facts, his responsibility, and the purchase alternative to resolve this. I suggest that he copy Mayor Higgins on his letter. I informed Roy that I won't have further involvement, since I am retiring.

As an internal matter, if such solution is adopted, I would suggest that the sale proceeds be devoted to purchase of other open space as the city's openspace network program moves forward.

So, that's follow-up on a "special assignment" and a option for "path forward". Lloyd

Roy & Lisa Archilla
807 NW 35th Avenue
Camas, WA 98607

March 20, 2013

Mayor Scott Higgins
City of Camas
2726 NW 34th Cr.
Camas, WA 98607

Dear Mayor Higgins,

Recently we encountered an issue with our property line that we would like to bring to your attention in the hopes that you may have some suggestions for us to help us solve our problem. Unfortunately, we discovered that the water feature we placed in our backyard as part of the landscaping is encroaching onto City property. Of course this was terrible news to news to us and we sincerely apologize for this unintentional mistake.

When we purchased our home in 2009 the yard was landscaped with sod and a sprinkler system that we now know to be beyond the actual property line. When we decided to enhance our property with a water feature there was no reason to believe that we would be at risk of encroachment.

We met with Bob Cunningham, Brian and Tammy last week. They brought this matter to our attention with utmost courtesy and professionalism. They verified that the water feature does indeed cross over onto City property. The water feature is beautifully done and is surrounded by tasteful

landscaping including small pines trees, red bark cedar maples, three fruit trees and a Japanese maple. (Picture Included)

Since our property line goes right down the middle of the water feature, it appears that our only alternative at this time would require complete demolition. We are appealing to you for some alternative suggestions. Would the City consider issuing an easement for the roughly 5-8 feet that is encroaching onto City property?

In closing we would like to reiterate our sincerest apology for any trouble the City has endured. Any guidance or direction on your part to help us resolve this matter would be greatly appreciated. Thank you for your time in reviewing this letter. We are available to meet with you at your convenience if necessary.

Respectfully,

Roy and Lisa Archilla

YOUR COPY

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION
LICENSE
PERMISSION TO ENTER PROPERTY

City of Camas ("Licensor", whether one or more) hereby grants permission to United States of America, Department of Energy, Bonneville Power Administration (BPA), its officers, employees, and contractors permission to enter my property, for the I-5 Reinforcement project affecting the property located as generally described below (License Area).

Parcel ID	Section	Township	Range	Meridian	County	State
See Attached						

As consideration for the rights granted herein, BPA shall pay the Licensor One Thousand Dollars (\$1,000.00).

BPA representatives may enter the property, either by ground access or from the air, for the purposes listed below.

RECONNAISSANCE: During the preliminary project location process, personnel such as realty specialists, engineers, environmental specialists, and survey crews may enter the property to make site inspections, review access roads, establish and survey field control points, and/or place temporary aerial photography markers.

RESOURCE ANALYSIS: Environmental studies may identify locations where natural resources, such as plants and animals, are found and may also identify protective measures that BPA would take during the construction process if BPA decides to build a transmission line or substation. An archeologist or historian may inspect the proposed project area as part of the cultural resource analysis (see testing below). As a result of these studies, areas of significance may be selected for enhanced protection. Evaluation of historic structures may involve an inspection of these structures. You will be contacted before any structure inspections are made.

SURVEY: Surveyors will stake the proposed location, determine topography, and locate section/property corners and geographic features. Survey monuments may be set at project corners (substation only), proposed tower sites, and/or other necessary points. In cultivated areas, monuments will be buried to avoid interference with farming activity. Any cutting of brush or trees will be limited to the minimum width necessary to conduct the survey, and survey crews will attempt to restrict the width cleared to 5 feet. Trees up to 6 inches in diameter at shoulder height may be cut if necessary.

It may also be necessary to survey existing or proposed access roads to serve the project.

OFFICIAL USE ONLY

May be exempt from public release under the Freedom of Information Act (5 U.S.C. 552), exemption number and category: FOIA Exemption 6, PA/PII
BPA review required before public release
Name/Org: A. Ellen Camp, TERP-3 Date: July 24, 2013

Parcel ID: 87070-005, 87365-000, 87070-000, 87360-000, 73134-184, 89933-000, 136645-000

TESTING: For engineering and technical site investigation purposes, it may be necessary to drill and excavate, at random intervals, to obtain earth samples from varying depths for soils analysis. There may also be testing for wetlands determination, or archaeological or cultural resource evidence. This can involve excavation of test pits, (either 12 inches in diameter or up to 6.5 feet x 6.5 feet), or auger holes (about 6 inches in diameter). All test holes and excavations will be refilled promptly after examination. Locations of test pits, wetland boundaries, or other features may be flagged or staked on the ground.

APPRAISAL: As part of the valuation analysis a realty specialist or licensed appraiser may inspect the property. The information obtained from this inspection, together with an analysis of comparable properties recently sold in your community, will form the basis for the estimate of value. The appraiser/realty specialist will appreciate being accompanied by Licensor or Licensor's representative on this inspection, and every reasonable effort will be made to select a mutually convenient date.

OTHER: If applicable, please see attached explanation of additional purposes.

I would like BPA to contact me or my representative prior to entering my property:

Yes _____ No _____

If Yes, Please contact _____ at Phone Number _____

Special Instructions or Comments:

Is there a Tenant? Yes _____ No _____ If Yes:

Name: _____ Phone Number: _____

In the general area of the proposed project are there any:

Structures or Improvements: Yes _____ No _____. Personal Property: Yes _____ No _____

Describe:

OFFICIAL USE ONLY

This License is subject to the following terms and conditions:

Parcel ID: 87070-005, 87365-000, 87070-000, 87360-000, 73134-184, 89933-000, 136645-000

1. This License and any acts done by virtue of it shall have no bearing upon any possible future negotiations or legal proceedings for the acquisition of permanent land rights. Payment provided under this License shall not be applied to the purchase price of land rights to be acquired by the United States.
2. BPA shall repair or pay for damage occurring by reason of this entry. Payment shall be made on the basis of an estimate approved by BPA and paid as soon as reasonably possible, but not later than six months from the date the damage occurred.
3. Licensor shall notify BPA if there is a change in ownership within the License Area, including but not limited to granting of other easements, leases, or change in fee ownership. Licensor shall provide notice to: Bonneville Power Administration, TERP-3, P.O. Box 3621, Portland, OR 97208-3621.
4. This License shall expire, unless extended, at midnight Pacific Time on the date that is two (2) years from the date of the last signature below. In the event BPA desires to extend this License for an additional one (1) year period, BPA may do so by paying Licensor an additional Five Hundred Dollars (\$500.00) prior to the expiration of the original one year period.

IN WITNESS WHEREOF, the Licensor has signed this License below.

Accepted for the
UNITED STATES OF AMERICA

Grantor Signature

Signature

Title (if applicable)

Title

Address

Date

City, State, Zip Code

Phone Number

Date

June 2013

OFFICIAL USE ONLY

Parcel ID: 87070-005, 87365-000, 87070-000, 87360-000, 73134-184, 89933-000,
136645-000

Grantor Signature

Title (if applicable)

Address

City, State, Zip Code

Phone Number

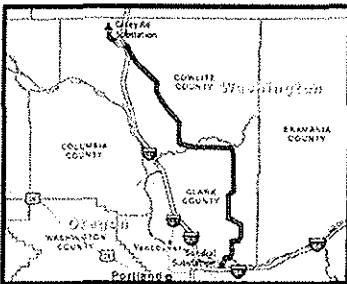
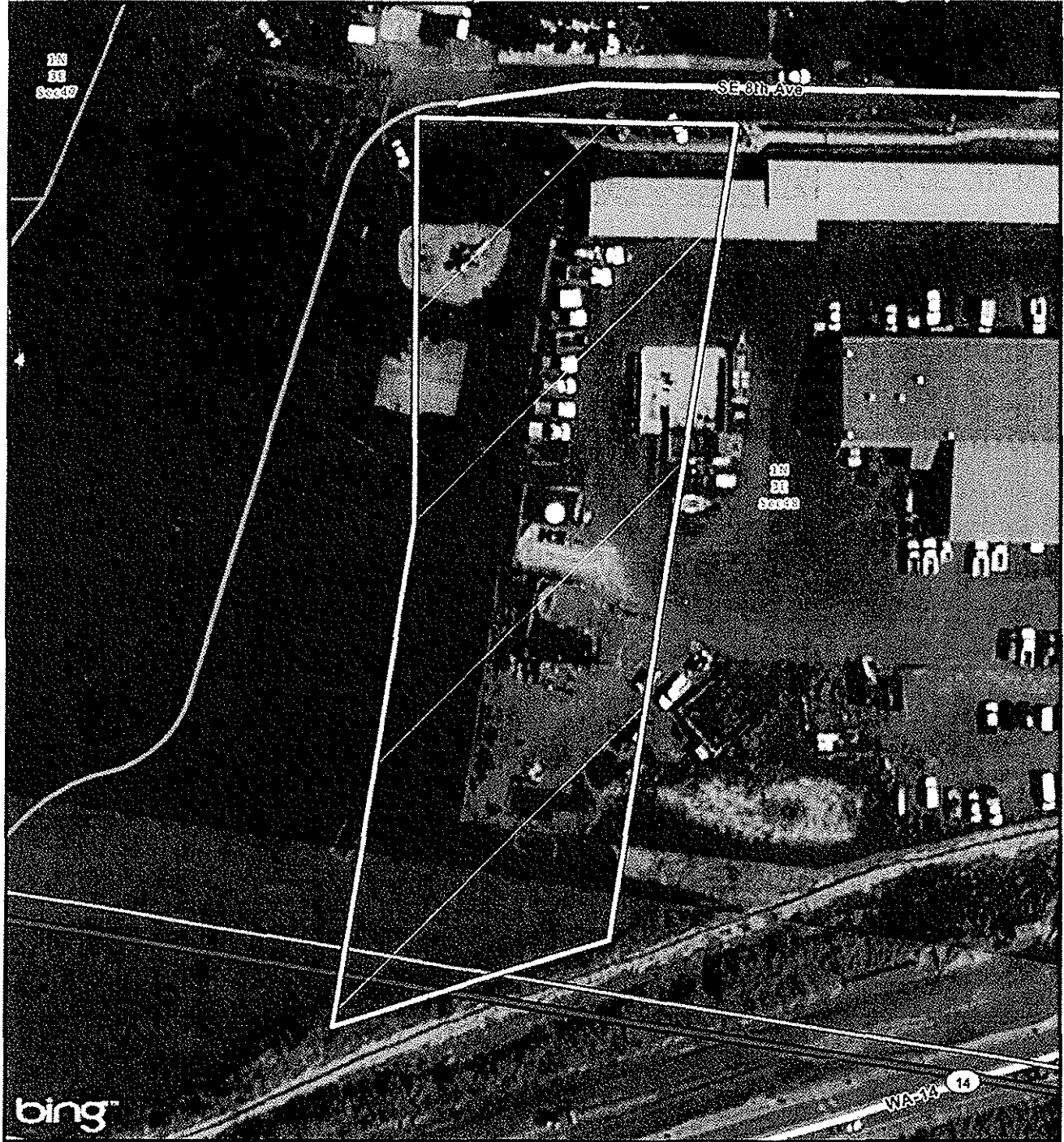
Date

Parcel ID: 87070-005, 87365-000, 87070-000, 87360-000, 73134-184, 89933-000,
136645-000

Parcel ID	Section	Township	Range	Meridian	County	State
87070-005	11& 12	1N	3E	WM	Clark	WA
87365-000	11-14	1N	3E	WM	Clark	WA
87070-000	12	1N	3E	WM	Clark	WA
87360-000	12 & 13	1N	3E	WM	Clark	WA
73134-184	12	1N	3E	WM	Clark	WA
89933-000	11	1N	3E	WM	Clark	WA
136645-000	4	2N	4E	WM	Clark	WA

Parcel ID: 87070-005, 87365-000, 87070-000, 87360-000, 73134-184, 89933-000,
136645-000

I-5 Corridor Reinforcement Project - Central Alternative using Option 1



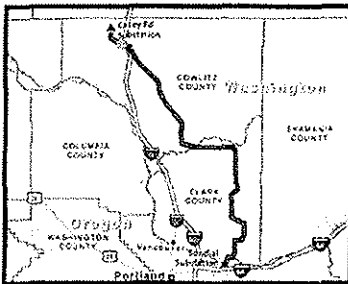
PEP Exhibit # 087070-005

- Parcel Boundary
- Township/Range/Section
- Existing BPA transmission towers
- Existing BPA transmission lines
- Existing BPA right-of-way
- Proposed tower locations
- Proposed line segments
- Proposed substation sites
- Proposed new right-of-way
- Existing public or private roads;
- Existing public or private roads to be reconstructed
- Proposed new access roads needed for project - no reconstruction required



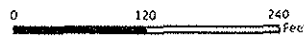
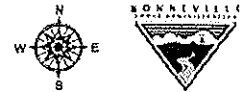
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I-5 Corridor Reinforcement Project - Central Alternative using Option 1



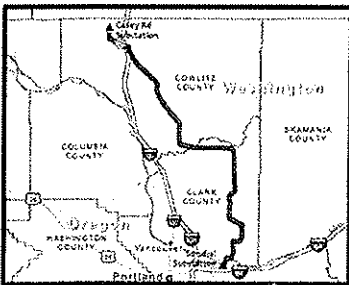
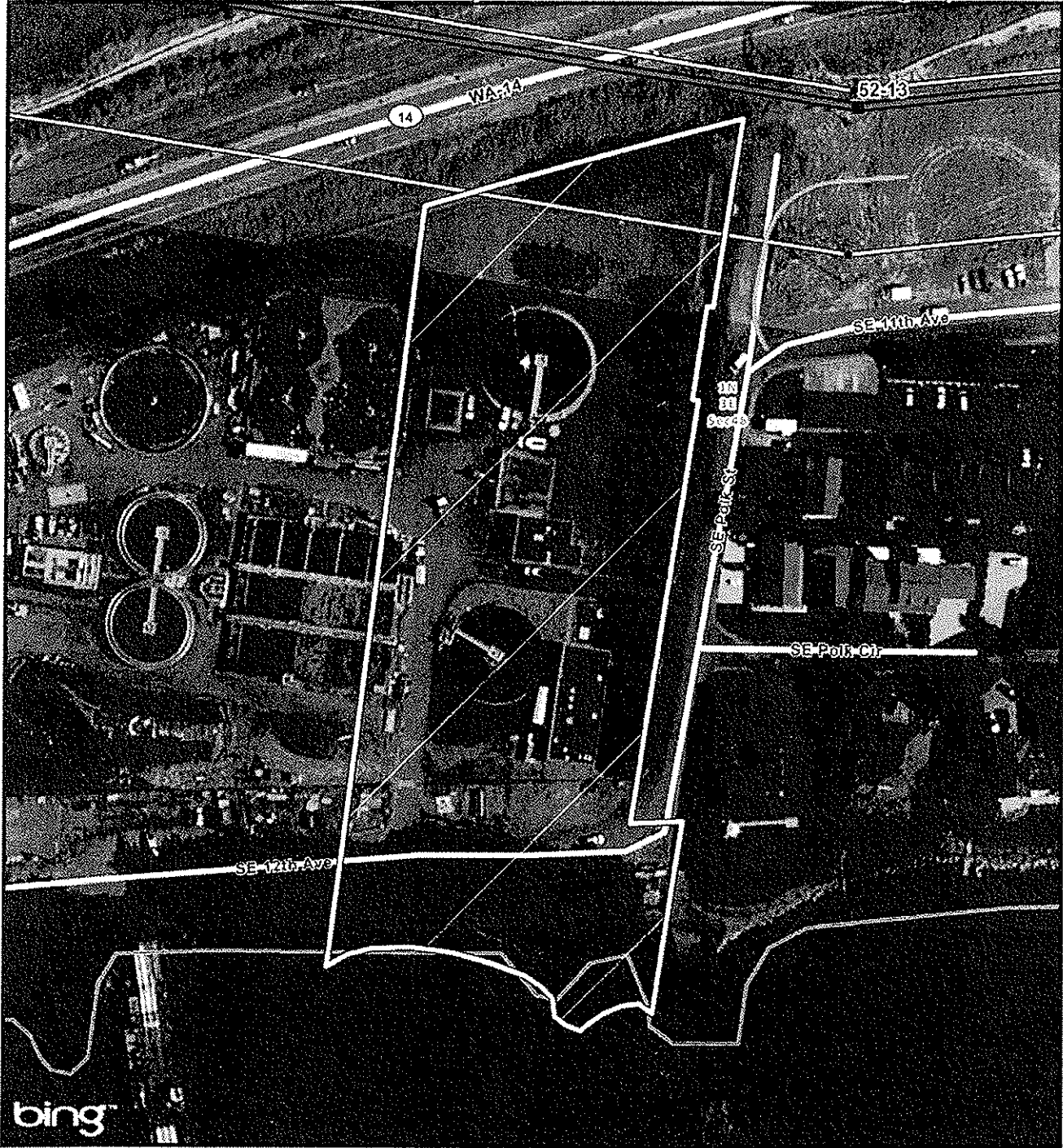
PEP Exhibit # 087365-000

- | | | | | | |
|--|----------------------------------|--|---------------------------|--|---|
| | Parcel Boundary | | Proposed tower locations | | Existing public or private roads; |
| | Township/Range/Section | | Proposed line segments | | Existing public or private roads to be reconstructed |
| | Existing BPA transmission towers | | Proposed substation sites | | Proposed new access roads needed for project - no reconstruction required |
| | Existing BPA transmission lines | | Proposed new right-of-way | | |
| | Existing BPA right-of-way | | | | |



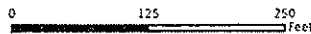
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I-5 Corridor Reinforcement Project - Central Alternative using Option 1



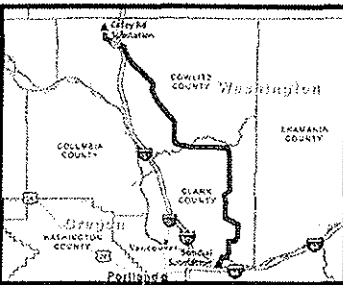
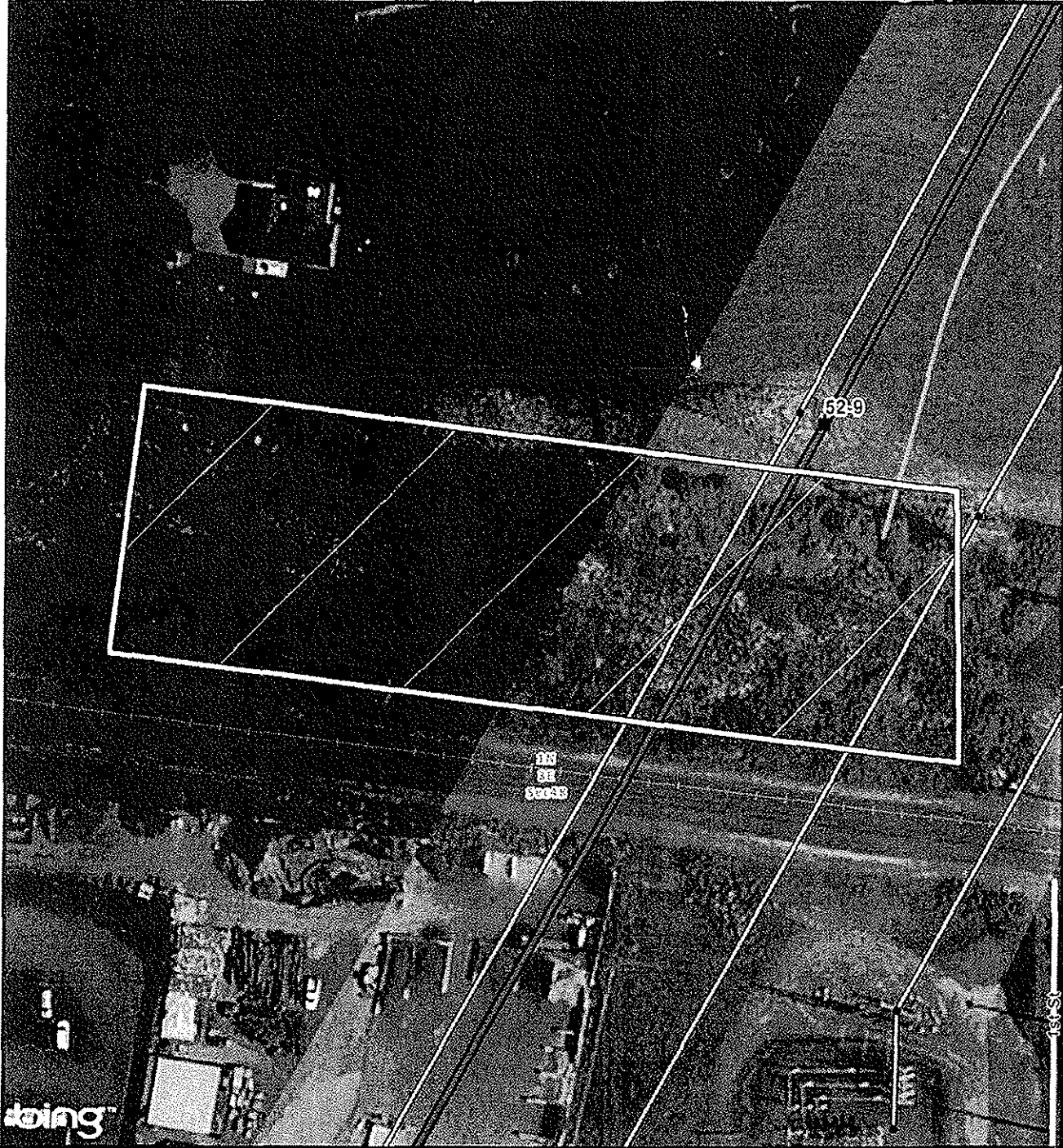
PEP Exhibit # 087360-000

- | | | | | | |
|--|----------------------------------|--|---------------------------|--|---|
| | Parcel Boundary | | Proposed tower locations | | Existing public or private roads; |
| | Township/Range/Section | | Proposed line segments | | Existing public or private roads to be reconstructed |
| | Existing BPA transmission towers | | Proposed substation sites | | Proposed new access roads needed for project - no reconstruction required |
| | Existing BPA transmission lines | | Proposed new right-of-way | | |
| | Existing BPA right-of-way | | | | |















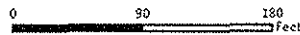
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I-5 Corridor Reinforcement Project - Central Alternative using Option 1



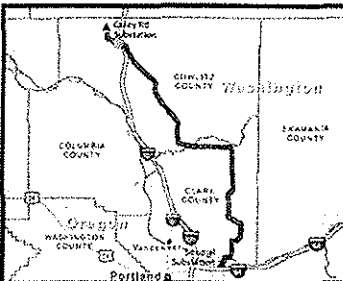
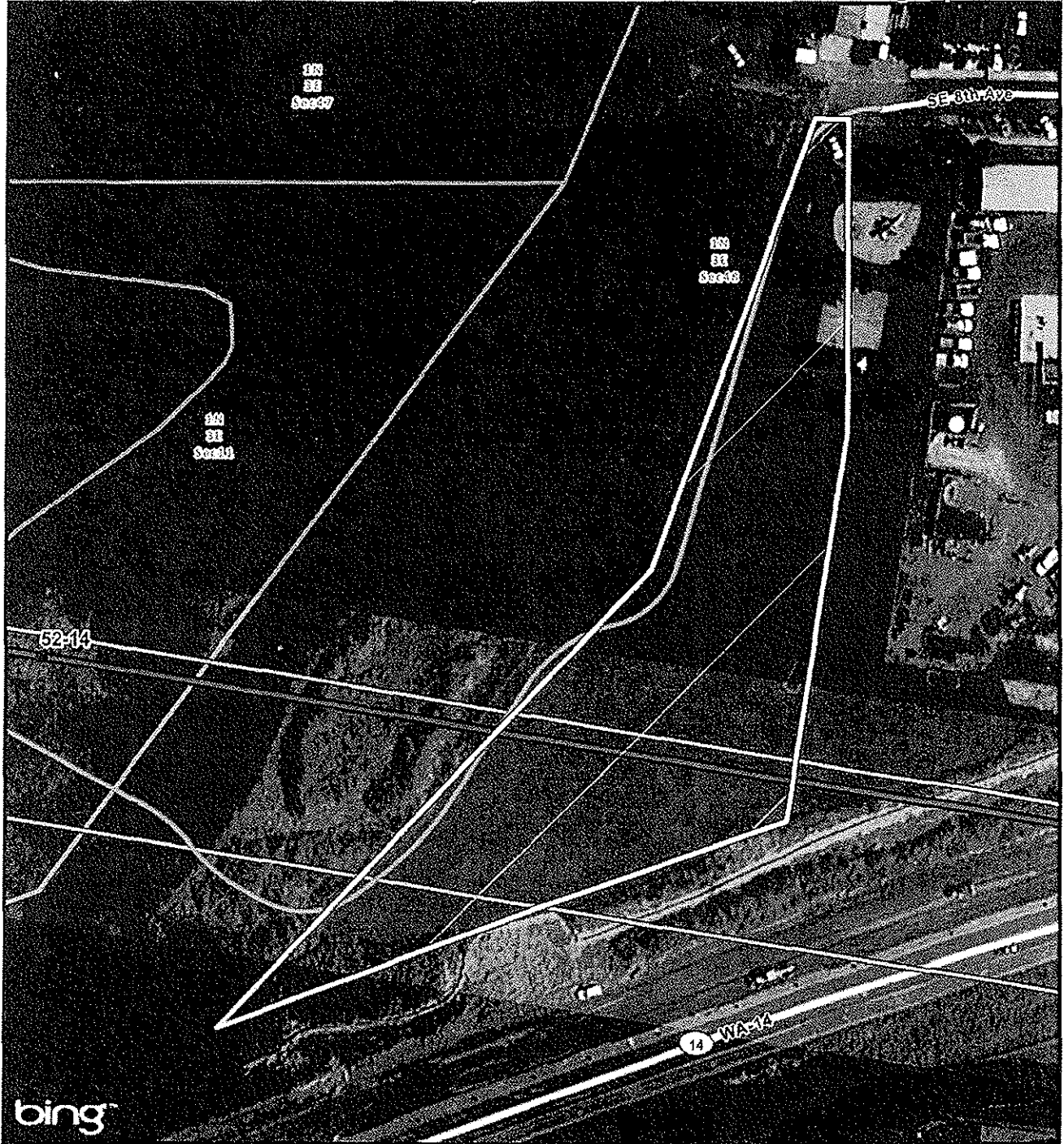
PEP Exhibit # 073134-184

-  Parcel Boundary
-  Township/Range/Section
-  Existing BPA transmission towers
-  Existing BPA transmission lines
-  Existing BPA right-of-way
-  Proposed tower locations
-  Proposed line segments
-  Proposed substation sites
-  Proposed new right-of-way
-  Existing public or private roads;
-  Existing public or private roads to be reconstructed
-  Proposed new access roads needed for project - no reconstruction required



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I-5 Corridor Reinforcement Project - Central Alternative using Option 1



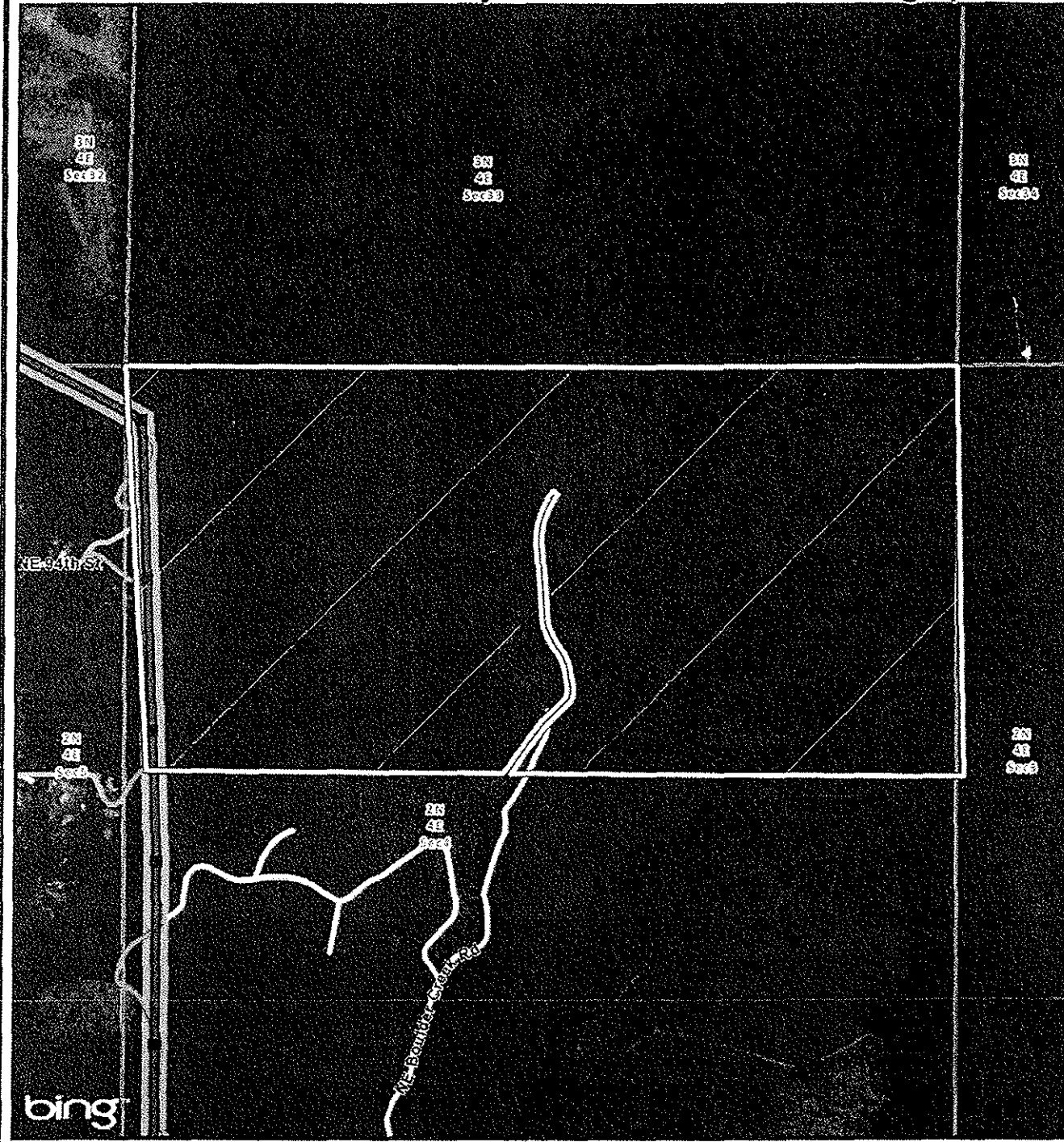
PEP Exhibit # 089933-000

- | | | | | | |
|--|----------------------------------|--|---------------------------|--|---|
| | Parcel Boundary | | Proposed tower locations | | Existing public or private roads; |
| | Township/Range/Section | | Proposed line segments | | Existing public or private roads to be reconstructed |
| | Existing BPA transmission towers | | Proposed substation sites | | Proposed new access roads needed for project - no reconstruction required |
| | Existing BPA transmission lines | | Proposed new right-of-way | | |
| | Existing BPA right-of-way | | | | |

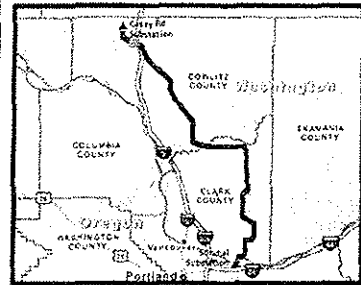


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I-5 Corridor Reinforcement Project - Central Alternative using Option 1

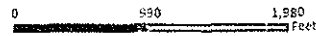


bing



PEP Exhibit # 136645-000

- | | | | | | |
|--|----------------------------------|--|---------------------------|--|---|
| | Parcel Boundary | | Proposed lower locations | | Existing public or private roads; |
| | Township/Range/Section | | Proposed line segments | | Existing public or private roads to be reconstructed |
| | Existing BPA transmission towers | | Proposed substation sites | | Proposed new access roads needed for project - no reconstruction required |
| | Existing BPA transmission lines | | Proposed new right-of-way | | |
| | Existing BPA right-of-way | | | | |



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Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

Date: July 24, 2013

Subject: I-5 Corridor Reinforcement Project

Dear Property Owner:

This letter provides a brief update on the proposed I-5 Corridor Reinforcement Project, and offers you compensation for temporary access to your property.

The Proposed Project - Bonneville Power Administration (BPA) is proposing to build a 500-kilovolt transmission line to reinforce the high-voltage power grid in southwest Washington and northwest Oregon. The line would be about 79 miles long between a new substation near Castle Rock, Washington and a new substation near Troutdale, Oregon. The new line and substations are needed to ease transmission system congestion in northwest Oregon and southwest Washington, to fulfill transmission service requests for existing and new generation, and to help improve system reliability and meet electric load growth. BPA released a draft environmental impact statement (EIS) in November 2012.

Preferred Route Identified -- BPA identified the Central Alternative using Central Option 1 as the preferred alternative in the draft EIS (see Project Map). The Preferred Alternative was identified based on our analysis to date. Once the final EIS is released, a decision will be made about whether to build the project.

Compensation for Permission to Enter Property (PEP) - A decision to build the Preferred Alternative could impact your property. To help you and our staff identify these potential impacts, BPA is requesting permission to enter your property to complete necessary environmental and engineering studies. Although the proposed project may not directly cross your parcel, BPA may need to conduct other studies that extend some distance from the actual project area. Access to your property helps BPA consider refinements to our project design that could reduce project impacts.

In consideration for a signed two-year Permission to Enter Property (PEP) form, BPA is offering short-term compensation of \$1,000 for a "license" that will allow BPA personnel or contractors temporary access to your property. This license would expire two years from the date it is signed by both parties. BPA reserves an option to renew the PEP for a third year for an additional payment of \$500 if the option is exercised. Signing the PEP form allows BPA temporary access, and does not commit you to selling permanent easement rights to BPA later. If you have already signed a PEP form, you will receive a new form to enable you to be compensated for BPA's future access to your property. All persons on title to the property will need to sign the PEP form

and the Voucher Certificate so BPA will know how, and to whom, funds would be dispersed. Payments will be made within 4-6 weeks of BPA receiving the signed License PEP, Voucher & W9 forms.

Compensation (if project is built) - If BPA decides to build this project, and determines the need to negotiate purchase of a line easement and/or road easements across your property, the license compensation paid for the temporary PEP will not be a factor as we assess the fair market value of your property. The fair market value of your property will be determined by the BPA Appraisal group. You or your designated representative may accompany the Appraiser during the Appraiser's inspection of the property. BPA would work with each landowner to negotiate mutually acceptable terms for the purchase of any easements.

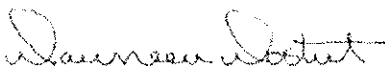
Right-of-Way Agents – BPA has contracted HDR Engineering, Inc. to provide Realty support services for this project. HDR Right-of-Way Agents will support BPA's work with each landowner, including communication, and the delivery and receipt of all documents related to this project (PEP forms, easement documents, etc.). The BPA Realty Specialist and the HDR Right-of-Way Agent will work very closely together to ensure any questions you might have get answered as soon as possible.

Next Steps – It is important for us to receive your permission to enter the property soon, to support the upcoming environmental and land surveys. Please sign both copies of the form and return one copy to me in the enclosed pre-stamped envelope. The remaining copy is for your records. We remind you, your signature on the PEP form **does not** convey to BPA any interest or title to your property.

If you would like to discuss the contents of the PEP form, or this letter, with a BPA representative, please call 1-866-879-2303 ext. 5509.

For useful general project information, please visit the project website at www.bpa.gov/goto/15.

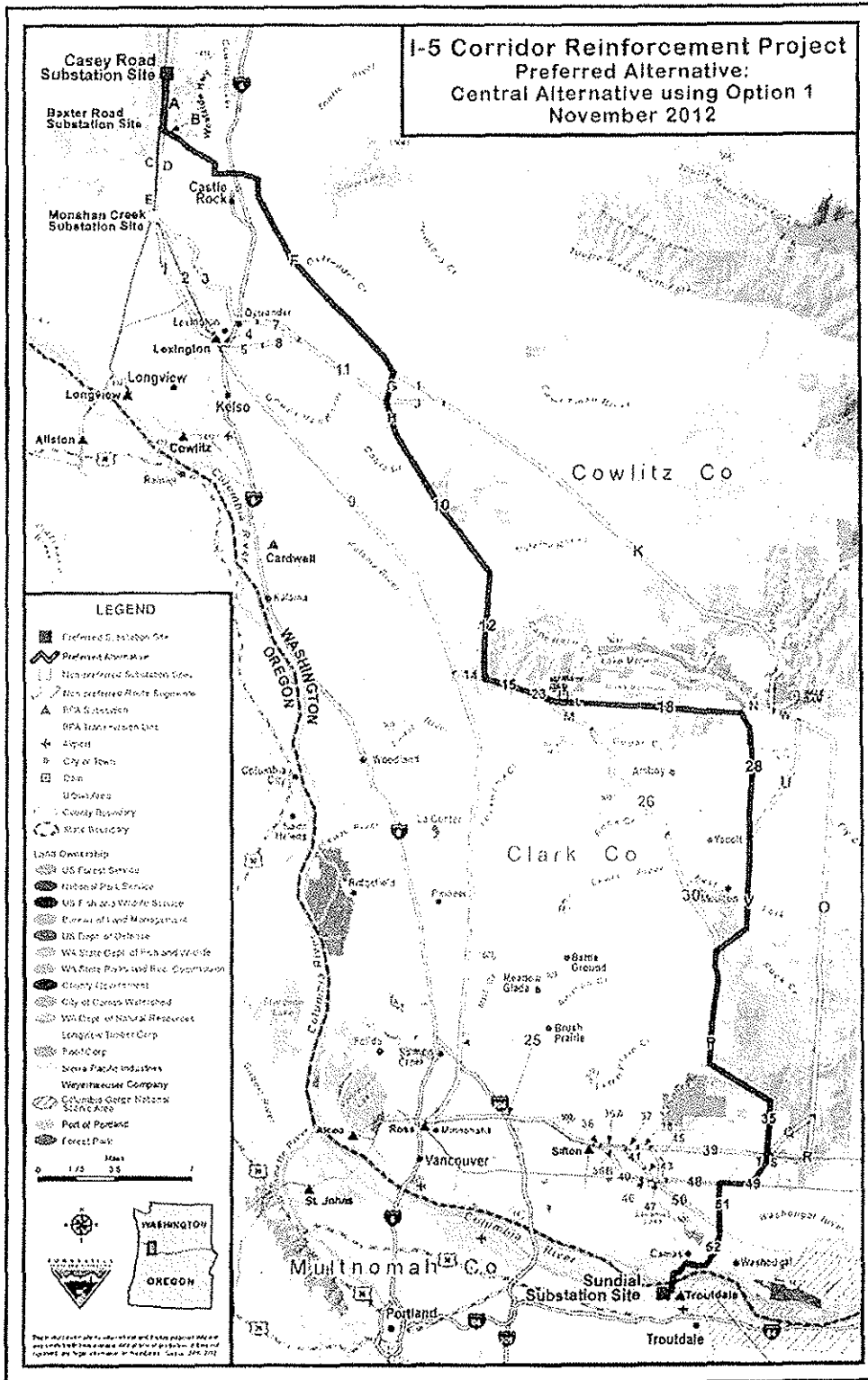
Sincerely,



Dawneen Dostert
Realty Specialist

Enclosures:

Project Map
Individual Land Owner Map
Two copies Permission to Enter Property form
PEP Form Instruction Sheet
Substitute IRS Form W-9
Voucher Certificate
Pre-stamped return envelope



PERMISSION TO ENTER PROPERTY FORM INSTRUCTIONS

Bonneville Power Administration (BPA) is proposing a project that may affect property you own. BPA requests permission to enter your property to assess topographic features, homes and other structures, plants and animals and any other cultural or natural resources that could be impacted by the proposed project. BPA is continuing its siting, environmental and preliminary design efforts for the project. BPA has not made a decision to build the proposed project. Allowing BPA access to your property helps us consider refinements to our project design that could reduce project impacts. We would like to learn if there are structures or resources that we need to consider in our design. Also, learning more about your property will help us determine what compensation we would offer you in negotiations *if* a decision is made to build the project *and* you are affected. All or some of the activities listed on the form may occur on your property.

Why Access is Needed

To make an informed decision about the proposed project, we need information about features that would make it difficult to site a line across your property such as homes and outbuildings, business property, wetlands, cultural resources, threatened and endangered species, unstable soils and slopes, wells, septic systems, etc. Having the signed PEP helps protect you, any tenants and animals you have, and also the BPA representatives who may need to access your property.

Additional Information and Instructions for the PEP Form

The following information and instructions may provide answers to any questions you may have about the language used on the PEP form. If you have additional questions, please call 1-866-879-2303 ext. 5509.

Parcel ID – BPA obtains this information from the respective county about the parcel you own. We use the most recent information available. Incorrect information should be reported to us and to the county.

Damages - BPA will pay for any damages to your property that may be caused by any BPA representative who might access your property. For example, if you own cropland and crops are damaged, BPA would pay the value of the damaged crops. Damages would be paid no later than 6 months after the damage occurred. If a professional is needed to assess damages, BPA will provide one.

Access by ground or air – Most access on your property would be by foot or vehicle. Occasionally, especially in rugged terrain, access is only available by helicopter.

Reconnaissance and Resource Analysis: During the siting and environmental process, various specialists listed in this section access property to gather and evaluate information about natural and manmade features such as topography, structures including houses and outbuildings, businesses, access roads to the property, wetlands, floodplains, and plants and animals. Siting and design engineers use this information to analyze potential routes for transmission lines or substation sites. Environmental specialists use this information to analyze potential impacts to residents, businesses, plants and animals. Archeologists and historians look for cultural resources and potential impacts to these resources. If a survey of the area is needed, surveyors set markers for land or aerial surveys and for aerial photography.

Survey: As a project proceeds, surveyors may survey a proposed transmission line route, substation site or access roads. They need to set monuments for their surveys. In wooded areas, some trees and brush may be trimmed or cut to facilitate a straight-line survey. Trimming and cutting is minimized as much as possible; If a decision to build the project is made, surveyors may need to cut trees up to 6 inches in diameter to obtain line of site for the survey.

Testing: Soil stability is important to designing reliable transmission facilities. To gain a better understanding of the soil and underlying bedrock, soil and rock samples may be required. Archeologists may also need to do "shovel" test holes to further determine if any cultural resources may be in the area being studied. Disturbed soil would be replaced.

Appraisal: If a decision is made to build the project and your property may be affected, BPA would do an appraisal of your property. This appraisal would be used to establish the compensation you would receive. BPA would work with each landowner to negotiate mutually acceptable terms for the purchase of any easements.

Contact Information and Special Instructions and Comments: Please fill out this section and include any special instructions or information you wish to include and have us consider. For example, you may wish that we call you before we access your property. If you have a gate that needs to remain closed, animals on the property, or if you have special features, wells, septic systems, etc., please add that information and any special requests in this section. These individual instructions are important to protect you, your animals, your property, and also to protect any one accessing your property.

In addition, if, after reading these descriptions you do not want to grant access for some activities, you may cross out those activities, although this may limit our ability to learn about all the aspects of your property. If you have further questions, please call us at 1-866-879-2303 ext. 5509.

We thank you for considering our request. We encourage you to sign and submit your form. If we do not hear from you soon, we will call you and discuss the form and any concerns you may have about signing it.