



City of Madras
Work Session
City Council Chambers

October 11, 2016
6:00 p.m.

AGENDA

- I Call to Order

- II Warm Springs Indian Head Casino Intergovernmental Agreement With City of Madras
City Administrator, Gus Burrell

- III Desert Peaks Golf Course Management Change (VERBAL)
Public Works Director, Jeff Hurd

- IV Adjourn

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the above referenced meeting; however, the agenda does not limit the ability of the City Council to consider additional subjects. Meetings are subject to cancellation without notice.

This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the discretion of the Council. The meeting may be audio taped. Minutes of this and all public meetings are available for review at the Madras City Hall. The meeting place is handicapped accessible. Those needing assistance should contact the City Recorder two (2) days in advance of the meeting.

The Council takes no formal action during Work Sessions.

Executive Sessions are not open to the public; however, members of the press are invited to attend.

The City of Madras is an Equal Opportunity Provider.

MADRAS TRUST SITE REDEVELOPMENT

INTERGOVERNMENTAL AGREEMENT

This Madras Trust Site Redevelopment Intergovernmental Agreement (this “**Agreement**”) is made and entered into effective on August __, 2016 (the “**Effective Date**”) between the City of Madras, an Oregon municipal corporation (“**City**”), the Warm Springs Indian Head Casino (“**WSIHC**”), and Confederated Tribes of the Warm Springs Reservation of Oregon, a federally recognized Indian tribe (“**CTWS**” or “**Tribe**”) (City, WSIHC, and Tribe are individually referred to herein as a “**party**” and collectively “**parties**”).

I. RECITALS

A. WSIHC is a wholly owned business enterprise and subsidiary of Warm Springs Casino and Resort Enterprise (“**WSCRE**”) and exists as an entity separate from the Tribe. WSIHC operates pursuant to the enterprise Charter of WSIHC, adopted on May 3, 2011, by Resolution 11,429 of the Tribal Council and duly approved on July 25, 2011 by the Board of Directors of WSCRE.

B. Pursuant to U.S. Department of Interior, Bureau of Indian Affairs Lease Number 4316, approved by Tribal Council Resolution No. 11,962, adopted on December 15, 2014 (“**Lease**”), memorandum of Lease attached hereto as Attachment “1,” WSIHC leases certain trust land located within City (the “**Trust Property**”) from the Tribe for the purpose of redeveloping the Trust Property for a tribal travel center, restaurant, market and gaming business and associated facilities (the “**Travel Plaza Development**”).

C. City may hold title to certain rail spur property that intersects the Trust Property (the “**Rail Property**”). The Trust Property and Rail Property are further described in Exhibit A.

D. WSIHC believes that redevelopment of the Trust Property (including the Rail Property) may be in the mutual interests of City and WSIHC because redevelopment will (a) establish a beneficial use for the Trust Property and Rail Property which is currently not in any beneficial use and/or is in disrepair, (b) provide employment opportunities and economic co-benefits within City and for Tribe, and (c) assist WSIHC in generating revenues that will support tribal governmental services.

E. Tribe exercises regulatory jurisdiction over the Trust Property, including among others, zoning, and is solely responsible for authorizing uses on the Trust Property, including building codes and construction design, subject to applicable federal law requirements.

F. City exercises regulatory jurisdiction over the Rail Property and all areas adjacent to the Trust Property. Any development of the Trust Property will require adequate services, some of which are provided by City such as sewer service, public safety (i.e., community area police services), and transportation services (i.e., Cherry Lane access).

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G. In light of the opportunity to redevelop the Trust Property and Rail Property and the need to coordinate complementary regulatory jurisdictions and services, the parties find it beneficial to enter into this Agreement to establish and set out the terms of this coordination. Together the Trust Property and Rail Property will be the “Site” and the “Project Area” will include the Site plus all areas requiring improvements to support the Travel Plaza Development use, such as sewer interconnection, Cherry Lane and Highway 26 transportation improvements, and any work in a City right-of-way.

II. DEVELOPMENT STANDARDS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. **Building Code.** Tribe’s Public Utilities Department applies the 2012 International Building Code to all aspects of the Travel Plaza Development improvements on the Trust Property and has delegated all necessary inspections within the Trust Property under the code to the Jefferson County (“County”) Community Development Building Department. WSIHC does not anticipate any use of the Rail Property except traffic and site circulation. Whether or not any structures are located within the Rail Property, as of the Effective Date, City agrees that such use of the Rail Property is ancillary to the primary use within the Trust Property governed by the Tribe and agrees that a uniform building code and inspection process with County is acceptable. WSIHC (or any other person) shall not occupy the Travel Plaza Development until all final inspections are completed and all necessary permits issued by County inspector on behalf of the Tribe’s Public Utilities Department.

B. Development Permits.

1. On-Site. The Tribe applies the following ordinance to the on-Site development of the Trust Property (as the same may be amended from time to time) and requires that any development obtain the necessary clearances and approvals:

- a. Ordinance 74, Integrated Resources Management Plan—as evidenced by Resource Manager Interdisciplinary Team approval of small project assessment.
- b. Ordinance 56, Zoning and Land Use Code—as evidenced by Land Use Committee Lease approval.
- c. Ordinance 68, Archaeological, Historical and Cultural Resources—as evidenced by signed cultural clearance.

WSIHC has obtained all necessary permits and clearances under the Lease and aforementioned ordinances and will maintain compliance with the terms of those approvals.

2. Off-Site. WSIHC will also obtain the following permits and/or meet the following requirements for off-Site improvements planned for the Travel Plaza Development unless expressly provided otherwise in this Agreement:

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- a. City of Madras Public Improvement Design and Construction Standards adopted by City of Madras Ordinance No. 848 on December 11, 2012.
- b. 2015 Oregon Standard Specifications for Construction.
- c. Warm Springs Travel Center Traffic Impact Analysis performed by Kittelson and Associates, Inc. dated May 16, 2016.
- d. Central Oregon Stormwater Manual.
- e. ODOT Hydraulics Manual.
- f. ODOT Standard Drawings.
- g. City’s then applicable fee resolution, as amended (i.e., Resolution No. ___ for the 2016-17 fiscal year) to the extent applicable to the improvement and except as expressly provided otherwise by this Agreement and Exhibit B.
- h. ITE Trip Generation Manual, Handbook and User's Guide, 9th Edition.
- i. City of Madras Stormwater Master Plan, April 2005.
- j. City of Madras Wastewater System Master Plan, amended November 15, 1996.
- k. City of Madras Transportation System Master Plan, amended November 13, 2012.
- l. Madras Sewer System Ordinance – Ordinance No. 505 (as amended by Ordinance No. 691).
- m. Jefferson County Road Functional Classification Table 3.2.

C. Stormwater.

1. Stormwater Plan Design. WSIHC shall prepare an on-site stormwater plan (“**On-Site Stormwater Plan**”) in accordance with its own development standards for on-site improvements that meets or exceeds City’s Public Improvement Design and Construction Standards for a 25-year storm water event and is prepared and stamped by a qualified and Oregon licensed engineer and developed utilizing the Central Oregon Stormwater Manual. WSIHC shall also prepare an off-Site stormwater plan (i.e., Cherry Lane or Highway 26 right-of-ways) (“**Off-Site Stormwater Plan**”). Off-Site stormwater improvements that are performed must meet the governing agency’s design standards.

2. Stormwater Plan Design Review. WSIHC shall provide a copy of the On-Site Stormwater Plan to City’s Public Works Department. Since the Trust Property is not governed by City’s ordinances, City may, at its option and cost, but will not be required to, perform a stormwater plan review for on-site improvements. WSIHC will design the on-site stormwater improvements to meet normal City standards for conveyance of stormwater off-site (i.e., designing intentional overflow routing wherever possible to limit neighboring property damage in flood conditions). WSIHC shall provide a copy of the Off-Site Stormwater Plan to the respective agency (i.e., City for Cherry Lane and the State of Oregon for Highway 26) for review and approval. Off-Site stormwater improvement work shall be designed in accordance with City’s Public Improvement Design and Construction Standards and in accordance with ODOT standards for the Highway 26 stormwater improvements, as applicable. A plan review, quality assurance administration, and inspection fee will be assessed to the Off-Site Stormwater Plan, and WSIHC agrees to pay a stormwater impact fee as set forth in Exhibit B.

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D. Sewer.

1. Interconnect Design and Review. WSIHC shall design a sewer interconnection to be reviewed and approved by City's Public Works Department prior to installation. City will have the right to review and approve the location of the sewer connection on Cherry Lane. The sewer interconnection line within the right of way will comply with the City's Public Improvement Design and Construction Standards. A plan review, quality assurance administration, and inspection fee will be assessed as set forth in Exhibit B. WSIHC further agrees to submit as-builts with City after construction of the line and before operating the Travel Plaza Development. The as-builts will be prepared consistent with the provisions of City's current Public Improvement Design and Construction Standards.

2. Permits and Fees. WSIHC will pay all fees applicable to the sewer interconnection, including the Sanitary Sewer Connection/Inspection Permit, Right-of-Way Permit, plan review, quality assurance administration, and inspection fee and agrees to pay a wastewater impact fee as set forth in Exhibit B.

3. Sewer Service. Subject to the terms and conditions contained in this Agreement, City will provide sewer service to the Travel Plaza Development provided WSIHC pays the current published schedule of City's rates, as generally applicable and adjusted by City resolution, for sewer service in the same manner as any sewer customer of City. If WSIHC defaults in payment on the service and/or otherwise fails to perform its obligations under this Agreement and/or applicable laws, regulations, and/or ordinances concerning City's sewer service or system, City has the right to discontinue sewer service and/or pursue all rights and remedies available to City under applicable law, including City's ordinances and policies.

E. Water. WSIHC shall obtain water service from Deschutes Valley Water District ("DVWD"). WSIHC shall interconnect with DVWD in accordance with DVWD's standards, provided that utility grid alignment, trenching, pipe bedding, backfilling, and trench surface repair shall follow City standards for any off-site Project Areas. WSIHC shall obtain a right of way permit for any work required in a public right of way and pay the right of way permit processing fee generally applied City-wide in the amount stated in City's then applicable fee resolution. WSIHC will provide the interconnection design and fire flow information to City's Public Works Department for review prior to installation. The parties acknowledge that Jefferson County Fire District #1 will provide final approval of the fire flow standards and design.

F. Transportation.

1. Traffic Impact Analysis. WSIHC has hired Kittleston and Associates to prepare a traffic impact analysis ("TIA") in accordance with City's Transportation System Plan and Public Improvement Design and Construction Standards and the standards previously identified by the Oregon Department of Transportation. WSIHC shall provide a copy of the TIA to City for review.

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2. Traffic Improvements. WSIHC shall construct at its own cost the following public improvements as determined by the TIA:

a. Install an eastbound right-turn lane on eastbound U.S. 26 at NW Cherry Lane.

b. Convert the center two-way left-turn lane on U.S. 26 at NW Cherry Lane into an exclusive westbound left-turn lane.

c. Revise the design of the west ~~site~~ site-access driveway to allow WB-67 trucks to safely turn into and out of the site from NW Cherry Lane.

d. Modify the US 26/NW Cherry Lane (West) intersection by reducing the existing raised median island on NW Cherry Lane by 25 feet to the west and install a flush mount median (match color to existing concrete) extending to the stop bar at US 26. Submit plans and specifications to Oregon Department of Transportation and City's Public Works Department for review and approval prior to beginning construction. The public improvements shall comply with City's Public Improvement Design and Construction Standards as well as Oregon Standard Specifications for Construction.

e. Install two intersection warning signs on US 26 at the intersection of Cherry Lane (i.e., one sign will be installed south of the intersection and one sign will be placed north of the intersection). The cost of the signs will not exceed \$1,500 (not including any installation and related costs). The intersection signs will be as depicted on the attached Exhibit C and will be located and installed in accordance with ODOT's standards and specifications (and otherwise with ODOT's prior review and approval). WSIHC will submit to ODOT construction drawings showing the proposed locations of the two intersection signs for review and approval prior to installation.

3. Transportation Plan Design. WSIHC shall prepare a transportation improvement design plan (the "**Transportation Design Plan**") in accordance with the City's Public Improvement Design and Construction Standards for all work performed in Cherry Lane right-of-way. For transportation improvements within Highway 26 right-of-way, plans are to be designed in accordance with ODOT standards and specifications as approved by ODOT Region 4. The Transportation Design Plan must be prepared and stamped by a qualified Oregon licensed engineer. The Transportation Design Plan shall address TIA recommendations as well as Cherry Lane access improvements as required by City's Public Works Department and as outlined in City's Right-of-Way Permit.

4. Transportation Plan Design Review. For transportation and access improvements in Cherry Lane, WSIHC shall provide a copy of the Transportation Design Plan to City's Public Works Department for review and approval. For improvements in Highway 26, WSIHC shall provide a copy of the Transportation Plan to ODOT Region 4 for review and approval.

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G. Project Transportation Mitigation.

1. WSIHC recognizes that truck traffic may impact Cherry Lane as the primary access road for the Travel Center Development in a manner that may cause Cherry Lane to be reconstructed earlier than reflected in City's current capital improvement planning assumptions and may increase the frequency of reconstruction.

2. Within 18-24 months of opening the Travel Center, WSIHC will provide a traffic impact analysis prepared by a qualified and Oregon licensed traffic engineering firm to determine the actual percentage of truck traffic utilizing Cherry Lane going to and from the Travel Center. The traffic impact analysis must be reviewed and approved by City's Public Works Department. City and WSIHC will agree to third party traffic consultant to perform the traffic counts, methodology, and calculations. City and WSIHC will cost share the work for traffic analysis for purpose of identifying the percentage of truck traffic on Cherry Lane on an equal basis (50% each). Tube counters will be placed on Cherry Lane at the intersection of Cherry Lane and Hwy 26, Cherry Lane and Harris Street, Cherry Lane and the NUID Canal, Cherry Lane and the Travel Center Entrance and other agreed locations appropriate to attribute truck traffic destinations. Counts will be performed on a 3-day, 24-hour period to be determined by City's Public Works Department and WSIHC, and consistent with ODOT's methodology and timing of annual trip counts. The counts will be used to determine the percentage of truck traffic utilizing Cherry Lane for access to the Travel Center. This percentage of truck traffic will determine the pro-rata share from WSIHC to City to maintain Cherry Lane between Highway 26 intersection to the Site's western property boundary adjacent to Cherry Lane and can be periodically updated to confirm average share of truck traffic utilizing Cherry Lane. WSIHC agrees to pay an annual amount to City as determined by the TIA, and City's estimate of costs to reconstruct. WSIHC agrees to annually set aside 10% of the estimated costs (until 100% set aside or in full when project moves forward if sooner than 10 years) to reconstruct Cherry Lane. Funds set aside will be in a separate, earmarked account of WSIHC. The account balance will be reported annually to City through an audited report by a third party CPA firm, the costs of which will be borne by WSIHC. When City schedules to perform the work (i.e., issue notice of award to the general contractor), WSIHC agrees to deposit its full cost share to City for delivering the Cherry Lane access improvement project. Once notice is received and costs for work itemized, WSIHC will submit payment to City net 20 days from the date of invoice from City.

3. If there is a disagreement about WSIHC's contribution amount or calculation methodology or assumptions, WSIHC may, at WSIHC's sole cost, engage an independent traffic engineering firm of the City's choosing but subject to reasonable cost approval by WSIHC to evaluate City's calculations, methodologies and/or assumptions and provide that evaluation to City to consider for revising its calculation. If City declines to revise the calculation in accordance with the third party evaluation, WSIHC may initiate the dispute resolution process provided in this Agreement and WSHIC shall bear the burden of proof regarding application of the appropriate standards and assumptions in developing the calculation. Such disagreement, the initiation of dispute resolution in accordance with this Agreement and

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any corresponding failure to pay disputed amounts related to the disagreement and/or dispute resolution proceeding shall not be considered an Event of Default so long as the parties are pursuing resolution under this paragraph.

4. In no event, however, will anything in this Agreement obligate WSIHC to contribute to the construction of new roadways or reconstruction of roadways other than Cherry Lane or Highway 26 improvements within the City's jurisdiction.

H. Annual Meeting. City and WSIHC see mutual benefit in holding an annual coordination meeting to discuss how the Trust Property site is operating and to review any issues with transportation, stormwater, sewer, and/or public safety.

I. Payment of Fees. Notwithstanding anything contained in this Agreement to the contrary, WSIHC will timely and faithfully pay those fees set forth and expressly defined and limited in this Agreement and the attached Exhibit B.

III. OPERATION

A. Public Safety.

1. The Trust Property is subject to the provisions of Public Law 280, which conferred to the State of Oregon jurisdiction over criminal offenses committed by or against tribal members and over civil causes of action involving tribal members that arise on the Trust Property. As authorized under Public Law 280, City's police personnel have jurisdiction and are and will continue to be permitted to investigate and enforce criminal laws concerning the Trust Property and/or Project, including, without limitation, the power and authority to cite violations and make arrests under the authority of any state and/or federal criminal laws. City police personnel patrolling and/or responding to an incident concerning the Trust Property and/or Project will be responsible for the direction and control of the incident.

2. To the extent prudent public safety requirements impose additional burdens on public safety responders of City and/or County, WSIHC intends to enter into service agreements (MOU's) with the respective departments in a manner substantially consistent with similar service agreements currently existing.

B. Public Safety Fee. Public Law 280 has already conferred to the State and its local jurisdictions the authority to provide public safety services to the Trust Property without any obligation on the part of the Tribe to contribute to the cost of such services. WSIHC recognizes that redevelopment of the Trust Property will involve more activity on the Trust Property that may increase the public safety services provided at the Trust Property. As part of the consideration for City's transfer of the Rail Property to Tribe and City's execution of this Agreement, WSIHC will make annual contributions/payments to the public safety costs of City calculated in accordance with the formula set forth in the attached Exhibit B (the "Public Safety Fee").

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C. Airshow of the Cascades. Tribe and WSIHC acknowledge and agree that the Airshow of the Cascades (the “Airshow”) operates from the Madras Municipal Airport for a period of approximately three consecutive days in the month of August each calendar year. City and WSIHC will exercise their commercially reasonable efforts to communicate and consult with one another concerning any potential commercially reasonable measures that may be taken to minimize the disruption the Travel Plaza Development operations may have on Airshow operations.

IV. CONVEYANCE OF RAIL PROPERTY; DEMOLITION AND CONSTRUCTION WORK

A. Tribe believes that City’s transfer and conveyance of the Rail Property to Tribe may facilitate redevelopment of the Trust Property. Tribe further believes that transfer of the Rail Property will provide employment opportunities and economic co-benefits within City and Tribe and will assist WSIHC in directly supporting the welfare of the tribal membership which live both within and outside of City and whose welfare directly impacts the community. Subject to the terms and conditions contained in this Agreement and applicable federal, state, and local laws, regulations, and ordinances, City shall initiate the transfer of the Rail Property to Tribe within fifteen (15) days after the Effective Date. If City is permitted to transfer the Rail Property in accordance with applicable law, City will transfer the Rail Property through bargain and sale deed—prepared by City in accordance with this Agreement. City makes no representations or warranties concerning whether City will be permitted to transfer and convey the Rail Property to Tribe.

B. Tribe and WSIHC acknowledge that ~~the~~ City believes there is a question concerning whether City has fee title to the Rail Property or if ownership remains with the federal government. ~~The~~ Tribe and WSIHC acknowledge that City is unable to obtain title insurance. Accordingly, City does not represent or warrant that it owns fee title to the Rail Property. Any conveyance of the Rail Property will be limited by any interest City may have in and to the Rail Property—as of the Effective Date. If permitted. City will make reasonable efforts to complete the transfer and conveyance process as soon as practicable after the rail company provides written confirmation that it no longer has a need for the Rail Property, but the intent is to complete the transfer and conveyance process no later than ninety (90) days thereafter. City will process a lot line adjustment and a vacation to facilitate the transfer of the Rail Property—~~as well as develop and convey a bargain and sale deed~~ and Tribe will cooperate in accomplishing these actions.

~~C. —[To be discussed—additional details required to draft appropriate provisions]~~

1. City acknowledges that WSIHC may need access to the Rail Property prior to any City transfer of the Rail Property to Tribe for certain demolition and/or construction work. City hereby consents to and grants WSIHC such access (“City Access Grant”). ~~The~~ City’s consent and grant is expressly conditioned on (a) WSIHC promptly paying all contractors and/or

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suppliers who provide work and/or materials to ~~the~~ Tribe and/or WSIHC for use on the Rail Property and preventing any liens or other encumbrances to attach to the Rail Property as a result of the materials provided or work performed, and (b) WSIHC's and Tribe's performance of their obligations under this Agreement ("Access Grant Conditions"). ~~The~~ City Access Grant ~~shall~~will commence upon ~~execution of the Agreement~~Effective Date and will continue thereafter until the earlier of: ~~a (x) title transfer of the Rail Property to the Tribe;~~ b (y) termination of this Agreement; ~~e, and/or (z) fifteen (15) days after the City provides notice to WSIHC and Tribe of WSIHC's and/or Tribe's failure to comply with the Access Grant Conditions and WSIHC has failed or Tribe fails to remedy such failure within the fifteen-day period.~~

2. City ~~acknowledges having~~has no actual knowledge of any use, storage, ~~and/or on-site disposal of Hazardous Materials~~Substances (as defined below) within the Rail ~~Spur property~~Property, except in accordance with the provisions of the Environmental Laws (as defined below), ~~if any. WSIHC and Tribe do not accept responsibility or liability for undisclosed Hazardous Substances (defined below) pre-existing on the Rail Property that were neither brought nor permitted to be brought on the Rail Property by the WSIHC or the Tribe.~~ WSIHC and Tribe will not cause and/or permit any Hazardous Substances to be ~~knowingly~~ used, produced, stored, released, disposed, and/or handled in or about the Rail Property ~~any Hazardous Materials~~, except in compliance with applicable ~~Hazardous Materials~~Environmental Laws. For purposes of this Agreement, the term "Environmental Law(s)" means all applicable federal, state, and/or local statutes, regulations, and/or ordinances, and/or any applicable judicial or other governmental orders pertaining to the protection of health, safety, and/or the environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law, and will include petroleum oil and its fractions. ~~A party responsible for any Hazardous Substances released on the Rail Property, any contamination of the Rail Property, or any violation of Environmental Law on or affecting the Rail Property (the Responsible Party) will, at its sole expense, remove or take remedial action to remove from the Rail Property any Hazardous Substances for which it is responsible, and for which any removal or remedial action is required pursuant to Environmental Laws; the term "Representatives" means the directors, officers, members, employees, contractors, agents, and/or representatives of the identified party. For purposes of this Section IV. B. 2, the term "actual knowledge" means the actual (not constructive) knowledge of City Administrator Gus Burrell without having conducted an investigation concerning the relevant matter.~~

3. Tribe and WSIHC release and will defend, indemnify, and hold City and City's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, losses, costs, liens, and expenses, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) entry by WSIHC, ~~the~~ Tribe, and/or their ~~invitees, contractors, or representatives~~Representatives on the Rail Property during the City Access Grant and thereafter; (b) the acts or omissions of Tribe, WSIHC, and/or their respective Representatives concerning any construction, operation, maintenance, demolition, and repair activities related to the Rail Property; and or (c) the use,

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storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances on or affecting the Rail Property during the City Access Grant and thereafter. Tribe's and WSIHC's indemnification obligations provided in this ~~Section~~section will survive the termination of this Agreement and will not merge with or into the bargain and sale deed.

C. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, TRIBE AND WSIHC ACKNOWLEDGE AND AGREE THAT IF CITY TRANSFERS AND CONVEYS THE RAIL PROPERTY TO TRIBE, CITY WILL TRANSFER AND CONVEY THE REAL PROPERTY "AS IS" AND "WITH ALL FAULTS" AS OF TRANSFER AND CONVEYANCE, WITHOUT ANY CITY REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, AND/OR OTHERWISE. CITY HAS NO OBLIGATION TO REPAIR, IMPROVE, REMEDIATE, AND/OR CORRECT ANY CIRCUMSTANCES, CONDITIONS, AND/OR DEFECTS CONCERNING THE RAIL PROPERTY. TRIBE ASSUMES RESPONSIBILITY AND RISKS OF ALL RAIL PROPERTY DEFECTS AND CONDITIONS.

V. Term and Termination; Indemnification

A. **Term of Agreement.** This Agreement shall become effective on the Effective Date and remain in effect, unless earlier terminated, for the term of the Lease.

B. **Early Termination.**

1. This Agreement may be terminated at any time by the mutual written consent of the parties.

2. This Agreement may be terminated upon an Event of Default (as defined below) by either party, subject to any applicable cure periods by the non-defaulting party.

3. This Agreement may be terminated by the Tribe and/or WSIHC upon termination of the Lease.

4. This Agreement may be terminated by WSIHC and/or the Tribe if the City is unable for any reason to transfer the Rail Spur property to the Tribe in a form or condition reasonably acceptable to the Tribe.

C. **Events of Default.** The existence or occurrence of any one or more of the following events, whatever the reason therefore and under any circumstances whatsoever, shall constitute an "Event of Default":

1. WSIHC fails to make any payment required under this Agreement when due, and fails to make such payment within twenty (20) days after written notice thereof from City.

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2. Any party breaches any obligation of that party pursuant under this Agreement and fails to cure such breach within thirty (30) days after written notice thereof from the other party; provided, however, that with respect to such breach, if the breach is not reasonably susceptible of being cured within thirty (30) days, the curing party shall have a reasonable amount of time to cure such breach provided that the party commences its cure within such thirty-day period and thereafter diligently and continuously pursues such cure until completion and such cure is completed within thirty (30) days after of the breach from the other party.

D. Remedies. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. In addition and not limiting the foregoing, the City may, as a remedy for any breach herein, cease sewer services to the Site regardless of whether WSIHC is current on any sewer service billing. Notwithstanding anything contained in this Agreement, the parties' liability to each other in connection with this Agreement shall be limited to direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

E. Termination. ~~The~~ Notwithstanding anything contained in this Agreement to the contrary, the termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. Without otherwise limiting the generality of the immediately preceding sentence, WSIHC's transportation fee payment obligations under this Agreement will remain in full force and effect notwithstanding any termination of this Agreement.

F. Indemnification. Each party will defend, indemnify, and hold the other party and the other party's officers, employees, agents, and representatives harmless for, from, and against any and all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, attorney fees and costs, arising out of or related to the party's breach and/or failure to perform any of the party's representations, warranties, obligations, and/or covenants under this Agreement. Each party's indemnification obligations provided under this Section V.F. will survive the termination of this Agreement.

VI. General Terms

A. Dispute Resolution.

1. Senior Officers. Except as expressly provided in this Agreement otherwise for the resolution of disputes, any claims, demands, suits, or other legal proceedings between the parties that arise out of any of the matters relating to rights and obligations of the parties under this Agreement ("**Disputes**") shall initially be referred to the parties' representatives designated herein. The initial representative of Tribe and WSIHC shall be the General Manager of WSIHC and the initial representative of City shall be the City Administrator. Unless otherwise mutually agreed, they shall meet and confer in good faith on each such Dispute within fourteen (14)

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business days after either party refers the Dispute to them. The parties shall attempt to resolve all Disputes arising hereunder promptly, equitably and in a good faith manner.

2. Arbitration & Judicial Remedies. Except as expressly provided in this Agreement otherwise for the resolution of disputes, all Disputes that are not resolved pursuant to Section V.A.1 above within thirty (30) days after a party's receipt of notice referring the Dispute to the parties' designated senior representatives shall be submitted upon written request of either party to binding arbitration under the then effective arbitration rules of Arbitration Service of Portland, Inc. as the exclusive remedy for resolving any such Dispute ("**Binding Arbitration**"). The arbitration shall be conducted in Madras, Oregon. The arbitration shall be decided by a single neutral arbitrator who must be an attorney knowledgeable in the areas of business or real estate law. If a Dispute includes material issues of Tribal or Indian law, then the arbitrator shall also be a person with background in Indian law. WSIHC, Tribe, and City shall endeavor to agree on the appointment an arbitrator. Should WSIHC, Tribe and City be unable to agree on an arbitrator, WSIHC, Tribe, and City shall each appoint an arbitrator, and the appointed arbitrators shall mutually agree on appointment of the sole arbitrator. The resolution of any Dispute as determined by the arbitrator(s) in Binding Arbitration shall be binding on all parties to this Agreement. The obligation of the parties to resolve any Dispute by compulsory Binding Arbitration, any judicial relief to prevent irreparable harm pending completion of Binding Arbitration and issuance of an arbitration award, and any arbitration award issued in such Binding Arbitration (the parties' agreement to Binding Arbitration, equitable judicial relief to prevent irreparable harm pending completion of Binding Arbitration and issuance of an arbitration award, and any arbitration award issued under the OUAA each shall be "**Binding Arbitration Relief**") shall be enforceable in accordance with the OUAA in an action commenced and maintained in the U.S. District Court for the District of Oregon ("**Oregon Federal District Court**"); provided, however, if for any reason said Oregon Federal District Court does not have or abstains from or otherwise declines to exercise jurisdiction of an action seeking Binding Arbitration Relief, the parties thereafter consent to the commencement and maintenance of an action to enforce Binding Arbitration Relief in Jefferson County Circuit Court in the State of Oregon ("**Jefferson Circuit Court**") or if such Jefferson Circuit Court declines venue then in any Oregon State Circuit Court of competent venue and jurisdiction, provided however, if the Jefferson Circuit Court or any other **Oregon State Circuit Court** does not have or abstains from or otherwise declines to exercise jurisdiction of an action seeking Binding Arbitration Relief, the parties consent to the commencement and maintenance of an action to enforce Binding Arbitration Relief in any U.S. federal or state court with jurisdiction over this matter; ~~further provided, that if a Binding Arbitration Relief enforcement action is commenced in the Warm Springs Tribal Court, the Warm Springs Tribal Council shall appoint or cause to be appointed a Warm Springs Tribal Court Judge pro tempore for such action from a list of not fewer than two impartial persons provided by an independent dispute resolution service, other than Arbitration Service of Portland, in the State of Oregon. In the event of any appeal to the Warm Springs Tribal Court of Appeals or similar appellate body in a Binding Arbitration Relief action, the judges pro tempore of the Warm Springs Tribal Court of Appeals shall be recommended and appointed or cause to be appointed in the same manner as a Warm Springs~~

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~~Tribal Court Judge pro tempore in this paragraph. Any judge proposed or selected shall provide to each party a statement of relationships if any with any party or other condition that would disqualify a federal district court judge under rules applicable to federal district court judges.~~

Without limiting the foregoing, the parties irrevocably and voluntarily, in the following order of priority: submit to the personal and subject matter jurisdiction of first, the Oregon Federal District Court; second, Oregon State Circuit Courts; and third, any U.S. federal or state court having jurisdiction over the matter to the extent allowed by law and this Section V.A.2; consent to and waive any objection to venue of an action seeking Binding Arbitration Relief in the courts designated herein; designate Binding Arbitration as the exclusive remedy for any Dispute arising under, out of, or relating to this Agreement; and waive any objection or claim that the arbitrator(s) in Binding Arbitration or the courts designated herein in a Binding Arbitration Relief proceeding should abstain, dismiss, delay, curtail or otherwise defer the exercise of jurisdiction pending the exhaustion of remedies or proceedings in any other court, forum, or tribunal, including but not limited to exhaustion of any tribal remedies.

B. Sovereign Immunity. THIS LIMITED WAIVER OF THE SOVEREIGN IMMUNITY OF ~~THE TRIBE~~ AND WSIHC FROM ARBITRATION PROCEEDINGS, AND ACTIONS TO COMPEL ARBITRATION AND TO ENFORCE ANY AWARDS OR ORDERS ISSUING FROM SUCH PROCEEDINGS IS ADOPTED PURSUANT TO THE TERMS OF WARM SPRINGS TRIBAL CODE CHAPTER 30 AND SHALL BE STRICTLY CONSTRUED AND LIMITED TO ITS SPECIFIC TERMS AND THE SPECIFIC WAIVER GRANTED. Tribe and WSIHC expressly waive their sovereign immunity for the limited purposes of this Agreement. The waiver of sovereign immunity applies to all protection that may be afforded to Tribe and/or WSIHC (as a wholly owned entity of the Tribe) by tribal sovereign immunity with respect to the enforcement of this Agreement. Tribe and WSIHC consents to suit, action or other legal process relating to any claim or other Dispute arising under, out of, or in relation to the Agreement. Nothing in this Agreement shall be construed as a general waiver of the sovereign immunity by Tribe, WSIHC, or any of its or their other enterprises or affiliates. Tribe and WSIHC hereby expressly and irrevocably waive any application of the exhaustion of tribal remedies or abstention doctrine and any other law, rule, regulation or interpretation that might otherwise require, as a matter of law or comity, that resolution of such suit or legal process be heard first in a tribal court of Tribe or WSIHC. This waiver is expressly limited as follows:

1. The waiver of sovereign immunity is limited to assets of WSIHC and shall be satisfied solely from the revenues, income and assets of WSIHC and any applicable insurance policies or proceeds thereof. In no instance shall any enforcement of any kind whatsoever be allowed against any assets of Tribe.

2. The waiver of sovereign immunity is limited to an action to compel or enforce arbitration or arbitration awards or orders that arise under, out of, or in relation to this Agreement, including but not limited to claims to enforce, construe, perform or rescind this Agreement.

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3. The waiver of sovereign immunity expressed herein is strictly personal to City and cannot be assigned without Tribe or WSIHC's written consent and approval.

4. The waiver of sovereign immunity expressed herein is limited to the jurisdiction of the courts and dispute resolution bodies specifically identified herein.

5. The waiver of sovereign immunity expressed herein shall remain in effect until the expiration of the applicable statute of limitations on claims between the parties applying Oregon law.

C. Further Assurances. The parties agree to do all acts and to deliver all necessary documents as from time to time are reasonably necessary to carry out the terms and provisions of this Agreement.

D. Cooperation. Each of the parties agrees to cooperate in good faith with the other to timely implement the purposes of the Agreement. Any consents or approvals required to be given in connection with this Agreement shall not be unreasonably withheld or delayed by the parties.

E. No Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

F. Amendments. Any and all amendments to this Agreement shall be null and void unless approved by the WSIHC and the City in writing.

G. Succession. The rights and obligations under this Agreement shall not be assigned by any party without the prior written consent of the other party. The terms, covenants, conditions, provisions, and agreements herein contained will be binding upon and inure to the benefit of WSIHC, its successors in interest and assigns and shall be binding upon and inure to the benefit of the City, its successors in interest and permitted assigns.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

I. Entire Agreement. This Agreement hereto constitutes the entire Agreement between WSIHC and the City with respect to the subject matter hereof, and any and all previous agreements (written or oral) entered into between the parties hereto relating to the Site and/or the management, use, maintenance, and operation thereof shall be deemed merged herewith.

J. Severability. If any provisions of this Agreement shall be found to be invalid or unenforceable to any extent by a court of competent jurisdiction or by an arbitrator, as the case may be, the remainder of this Agreement shall not be affected thereby and this Agreement shall be enforced to the greatest extent permitted by law. For purposes of this Agreement, the term

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“person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity.

K. Governing Law. This Agreement shall be governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

L. Time is of the Essence. In the performance of all obligations of the parties under the Agreement, time is of the essence. ~~For the avoidance of doubt, the parties recognize that the Project must be completed by June 2017, and each~~ Each party shall endeavor in good faith to be responsive to ~~this timeline by establishing~~ mutually agreeable timelines for all products, reviews, and approvals and to meet such timelines in a comprehensive and effective manner. All payments required to be made by ~~Tribe and/or~~ WSIHC to City under this Agreement will be made by cash, cashier’s check, or wire transfer to an account specified by City.

M. Insurance. WSIHC shall obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which WSIHC is normally exposed.

N. Tribe – Non-Interference or Impairment. In addition to any other WSIHC representation or warranty contained in this Agreement, WSIHC represents and warrants the following to City: (a) WSIHC has been duly formed by the Tribe and is validly existing as a tribal enterprise under the laws of the Tribe; (b) WSIHC has all requisite power and authority to conduct the Travel Plaza Development and to lease, manage, and operate the Travel Plaza Development; (c) WSIHC has the exclusive right to develop and operate, collect the revenues of, and pledge the revenues and assets of the Travel Plaza Development (and any other WSIHC revenues and assets) and has all necessary and desirable access and rights to enter onto the lands of the Tribe, whether owned by, or held in restricted status for the benefit of, the Tribe, for the purpose of operating the Travel Plaza Development. Tribe represents, warrants, and covenants to City that it will not take any action (or fail to take any action) that will or may permit Tribe, WSIHC, and/or any of Tribe’s representatives, political subunits or councils, agencies, instrumentalities, Affiliates or enterprises, to (a) enter into any agreement, amend or enact any other ordinance, law, rule or regulation that will or may delay, hinder and/or prevent the performance of any WSIHC and/or Tribe obligations to ~~the~~ City under this Agreement ~~so long as the Agreement remains in effect unless any such action, agreement, amendment or enactment is a legitimate effort to protect the environment, the public health and safety, or the integrity of WSIHC,~~ and/or (b) amend, modify, or restate the Lease during the term of the Lease in any way that will or may prevent, hinder and/or delay WSIHC from performing its obligations under this Agreement. Nothing in this Section N limits, modifies and/or abrogates the rights of ~~the~~ Tribe or WSIHC to terminate the Lease as permitted under the terms of the Lease. ~~The~~

O. Tribe ~~shall have no further obligations under this Agreement other than under Article IV, Sections B and C, and Article VI, Section N and as the text and context of the~~

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~~Agreement otherwise fairly requires for enforcement and performance of these obligations, and~~
WSIHC represent and warrant the following to City: (a) Tribe and WSIHC are duly organized and validly existing; (b) Tribe and WSIHC have full power and authority to sign and deliver this Agreement and to perform all of their respective obligations under this Agreement; (c) this Agreement is the legal, valid, and binding obligation of Tribe and WSIHC, enforceable against Tribe and WSIHC in accordance with its terms, including, without limitation, the waiver of sovereign immunity provided under Section VI. B.; (d) the signing and delivery of this Agreement by Tribe and WSIHC and the performance by Tribe and WSIHC of their obligations under this Agreement will not (i) conflict with Tribe's and/or WSIHC's governing documents, breach any agreement to which Tribe and/or WSIHC is a party, and/or give any person the right to accelerate any obligation of Tribe and/or WSIHC, (ii) violate any law, judgment, and/or order to which Tribe and/or WSIHC is subject, and/or require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body.

~~{end of agreement—signature page immediately follows}~~

P. Tribe and WISHC acknowledge and agree that City has entered into this Agreement with Tribe and WISCH based upon Tribe's and WISHC's agreement to develop the Trust Property for the Travel Plaza Development and that such agreement was a material inducement for City's execution of this Agreement with Tribe and WISCH. Tribe and WISHC will confer and coordinate with City (and discuss whether modifications to this Agreement are necessary or appropriate) if Tribe and/or WISHC desire to (a) make modifications to the Trust Property which would otherwise require obtaining a building permit under City's ordinances, (b) use the Trust Property for any use other than the Travel Plaza Development, and/or (c) make material modifications to the Travel Plaza Development and/or Travel Plaza Development operations.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be executed and made effective for all purposes as of the Effective Date.

City:
City of Madras,
an Oregon municipal corporation

WSIHC:
Warm Springs Indian Head Casino,
a wholly owned tribal business enterprise

By: Mayor

By: Board Chair

Tribe:
Confederated Tribes of the Warm Springs
Reservation of Oregon, a federally
recognized Indian tribe

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By: Board Chair

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**MADRAS INDUSTRIAL SITE REDEVELOPMENT
INTERGOVERNMENTAL AGREEMENT** W220.16\1048435.docx

Exhibit A
Trust and Rail Property Descriptions

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Attachment 1
Memorandum of Lease

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**Exhibit B
Fees**

1. Public Safety Annual Service Fee:

The Public Safety Fee is based on the appraised value (AV) of the Site. The (AV) for the Site, including improvements, shall be initially established by an appraisal conducted in accordance with the rules and regulations applicable to appraisals of Indian Trust Land for Tribal Tract 1054 and otherwise prepared by a qualified appraiser for the fee property (“appraisals”), which may be in the same report with the concurrence of the Office of the Special Trustee and as set forth further below. The AV will be increased or decreased in January of each year by a percentage equal to 100% of the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor. Comparisons shall be made as of May 1 of each year using the index entitled West Urban, All Items (BLS Series ID CUUR0400SA0) or the nearest comparable data on changes in the cost of living if such index is no longer published. The appraised value will thereafter be reestablished beginning on January 1, 2023 and every five years thereafter based on new appraisals. If a new appraisal is not conducted, then the previous appraised value will apply as escalated herein to the fee calculation; provided, however, that if new improvements are constructed on the Site, the construction value of the improvement will be added to the AV for purposes of this calculation until a new appraisal is conducted.

Public Safety Annual Service Fee (SF) shall equal the Appraised Value (AV) times \$4.1262/\$1,000 AV times 95%:

$$SF=(AV*\$4.1262/\$1,000)*95\%.$$

Appraised Value to be used in the calculation shall be calculated as follows: 67.89% times land value (LV) plus improvement value (PV).

$$AV=(LV+PV)*67.89\%$$

Example calculation where land value equals \$232,500 and improvement value equals \$5,525,000:

$$AV=(LV+PV)*67.89\%$$

$$\$3,908,767=(\$232,500+\$5,525,000)*67.89\%$$

$$SF=(AV*\$4.1262/\$1,000)*95\%.$$

$$\$15,642.84=(3,908,767*\$4.1262/\$1000)*95\%$$

WSIHC’s first payment of the Public Safety Fee will be due and payable in full upon the earlier of the following: (a) 180 days after the Effective Date; or (b) City’s transfer of the Rail Property to the Tribe (which will be deemed to occur upon City’s execution and delivery of the bargain and sale deed referenced under Section IV, A, below. Thereafter, the Public Safety Fee will be

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paid in full on or before _____ each calendar year. The Public Safety Fee for any period that is less than a full calendar year will be pro-rated on a per diem basis.

2. Adjacent Street (Cherry Lane) Impact Fee:

Due to the impact of truck traffic upon Cherry Lane (primary access road for Travel Plaza Development), City anticipates Cherry Lane will require reconstruction much sooner than typically required. Estimated cost to reconstruct from Highway 26 intersection to WSIHC's western property boundary adjacent to Cherry Lane is \$300,800.

Estimating reconstructing the roadway every 10 years. Assuming 3% construction inflation rate, need to raise \$404,250 to reconstruct frontage access road to truck stop (Cherry Lane). Estimated truck traffic % on Cherry Lane from truck stop equal to 50% of total truck traffic.

WSIHC will pay City 50% of \$404,250 (or \$202,125) toward rebuilding the primary access road at time of construction. WSIHC will make payment of \$202,125 to City on ~~or before~~ _____ the Effective Date.

3. Transportation System Connection Impact Fee:

The Travel Plaza Development, per the ~~Transportation Impact Analysis~~ TIA, will generate an additional ~~8279~~ peak hour trips to City's Transportation Network. City has calculated that each additional peak hour trip added to the system results in an impact of \$3,533. The Travel ~~Center Plaza Development~~ will be impacting the system by ~~\$291,346.~~ 280,687.00. WSIHC will pay the transportation system connection impact fee as follows:

WSIHC will make payment of \$291,346 to City on or before _____, 140,343.50 to City on the Effective Date. WSIHC will pay the remaining unpaid principal amount of \$140,343.50, together with interest on the unpaid principal amount from the Effective Date, in thirty-six (36) equal monthly payments of principal and accrued interest. The first monthly payment is due on the first day of the month immediately following the Effective Date and subsequent payments are due on the same day of each following month until _____, at which time the unpaid principal amount, together with accrued interest, is due and payable in its entirety. WSIHC will pay interest on the unpaid principal amount at an annual rate of 4.5%. Interest will be computed on the basis of a 365-day calendar year.

WSIHC will execute and deliver a promissory note to City containing the payment terms and conditions described in this Section 3 (and such other terms and conditions City may reasonably request and will otherwise in form and substance satisfactory to City) contemporaneously with WSIHC's execution of this Agreement. If this Agreement is terminated under Section V and/or upon the occurrence of any default under the promissory note or this Agreement, the entire unpaid principal amount, together with accrued interest, is immediately due and payable in its entirety.

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4. Parks Connection Impact Fee

The Travel Plaza Development will generate an impact to City’s park system by adding additional users to the system. Pedestrians using the Travel Plaza Development will also visit City’s parks, adding additional maintenance and repairs. Since it is difficult to determine each developments impact to the park system, City has instituted a policy of assessing 1 unit as the impact for each single family residence, apartment unit, commercial business, or industrial business. The Travel Plaza Development will impact the park system by 1 unit. This results in a \$1,819 impact to the overall system. WSIHC will make payment of \$1,819 to City on or before _____.

5. Sewer Connection Impact Fee

The impact the Travel Plaza Development will have on City’s Sewer System is dependent on the size of the Travel Plaza Development water meters. WSIHC will be assessed an impact fee based on the following table and potable water meter installed to serve the Site:

Meter Size	Fee
3/4"	\$7,702.50
1"	\$12,837.50
1.5"	\$25,675.00
2"	\$41,080.00
3"	\$89,862.50
4"	\$154,050.50

WSIHC will make payment of the sewer connection impact fee to City in full on or before _____.

6. Storm Water Connection Impact Fee

The Travel Plaza Development will create (*insert area*) square feet of off-site impervious surface which will impact adjacent property outside of the Site. WSIHC will be assessed an impact fee based on the 25 year storm event rate of \$214 per 3,000 square feet of Impervious Surface.

The Travel Plaza Development will create (*insert area*) square feet of on-site impervious surface which may impact adjacent property outside of the Site. In the event the WSIHC on-site stormwater design will connect with the City stormwater system, WSIHC will be assessed an impact fee based on the following table.

Storm Event	Retained Impact Fee
25 Year	\$214 per 3,000 square feet of Impervious Surface
50 Year	\$187.50 per 3,000 square feet of Impervious Surface

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100 Year \$132.48 per 3,000 square feet of Impervious Surface

WSIHC will make payment of the storm water connection impact fee to City in full on or before _____.

7. Other Permit, Review and Impact Fees (Based on current City Fee Resolution):

Right-of-Way Permit includes Sidewalk = \$100.00

Sanitary Sewer Connection/Inspection Permit = \$175.00

Plan Review, Quality Assurance Administration and Inspection Fee = the actual costs of City review for off-Site facilities. Eligible actual costs include the City Engineer, City Engineer sub-consultants, geotechnical services, traffic engineering services, structural engineering services, environmental permitting services, legal fees, staff time, equipment costs, office supplies, copying fees, recording fees, postage, additional testing materials or services, inspection permits and inspection fees incurred in the normal course of project development. City's published City Fee Resolution hourly rates shall apply. At such time when the City's fees incurred reach the amount of \$2,000, it will inform WSIHC and provide a good faith estimate of additional reasonable fees expected to be incurred. The City agrees not to incur additional fees until WSIHC agrees to the additional fee expense.

**Exhibit C
ODOT Intersection Signs**

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Document comparison by Workshare Professional on Monday, September 26, 2016 11:02:34 AM

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Description	Ellen's New Version (9/7/2016)
Document 2 ID	worldox://00730040.DOCX/2
Description	Ellen's New Version (9/7/2016)
Rendering set	standard

Legend:	
<u>Insertion</u>	
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Deleted cell	
Moved cell	
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Padding cell	

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