I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

A. Approve the minutes of the June 3, 2013, Camas City Council Meeting and the Work Session minutes of June 3, 2012

B. Approve claim checks as approved by the Finance Committee

C. Authorize the write-off of the May 2013 Emergency Medical Services (EMS) billings in the amount of $55,203.99. This is the monthly uncollectible balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. Also authorize the write-off of $398.73 for two EMS accounts in which the patients are deceased with no estates. (submitted by Pam O'Brien)

D. Authorize the write-off of $120.00 on three parking tickets including late fees, as the owners are deceased with no estate or are bankrupt per Columbia Collector's Inc. (submitted by Pam O'Brien)

E. Authorize the write-off of $940.41 on four utility accounts in which the debt was discharged by bankruptcy. (submitted by Pam O'Brien)

F. Approve Pay Estimate No. 1 for Project SS-579A 2013 NW Leadbetter and Grass Valley Park Wetland Maintenance to Sound Native Plants, Inc., in the amount of $2,537.44. The pay estimate is for work completed in April/May, 2013. (submitted by Anita Ashton)

G. Authorize Bid Award for Project P-887 Camas Municipal Center Lobby Flooring Replacement to the responsive low bidder, Cedar Mill Construction Company, LLC, in the amount of $6,168.46. This project will replace the carpet, entry tile and base trim in the City Hall lobby. This item is under the 2013 budgeted amount of $10,000. (submitted by Eric Levison)

H. Authorize Bid Award for Project WS-709B Boulder 2013 Timber Sale to the responsive high bidder. The award of this contract provides for the sale of merchantable timber from Phase 1 of the Boulder Creek and Jones Creek Watershed Forest Management
Plan. Bids will be opened on Friday, June 14th. Staff will provide bid tabulations on Friday. (submitted by Eric Levison)

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. Public Hearing – 2013 Comprehensive Plan Amendment (File No. CPA13-01) Daley, MacKay and MacDonald
      1. Details: The City of Camas reviews its comprehensive plan once a year. An application for a proposed change or amendment to the comprehensive plan and map must be submitted together with the applicable fee by January 31st. The City received one application (File No. CPA13-01), and has carried forward two proposals from the 2012 annual review as requested by City Council. The applicants, Dennis W. Daley, Douglas MacDonald (Trustee of the MacDonald Clark County Living Trust), and Dan MacKay (Manager of MacKay Family Clark County Properties LLC), propose an amendment to the comprehensive plan and zoning maps for approximately 28.19 combined acres that are designated and zoned "Light Industrial / Business Park" (LI/BP). The properties are located north of NW 18th Avenue and west of NW Brady Road specifically, parcels numbered 125623-000, 125193-000, and 125185-000. The proposed amendment is to change the designation to "Industrial" and the associated zoning to "Business Park". A public hearing for the proposed amendments was held before Planning Commission on May 21st at 7:00 p.m. The Planning Commission recommends approval.
      Department/Presenter: Sarah Fox, Sr. Planner
      Recommended Action: That City Council reviews the amendments, conducts a public hearing, discusses and continues the public hearing for consideration cumulatively with all proposed comprehensive plan amendments under the 2013 annual review cycle. It is further recommended that City Council approves CPA13-01 to amend the comprehensive plan designation from LI/BP to Industrial, and the zoning to Business Park.
   B. Resolution No. 1272 Revising and Extending the Comprehensive Six (6) Year Street Plan
      1. Details: The Six-Year Transportation Improvement Program, also known as the six-year street plan, is to be updated by municipal agencies annually per Revised Code of Washington (RCW) 35.77.010. This year’s updates capture the projects from
the 2012 Transportation Impact Fee Update List as well as changes to the Capital Facilities Plan List adopted in conjunction with the 2013 budget.

Department/Presenter: James Carothers, Engineering Manager
Recommended Action: Adopt Resolution No. 1272

C. Resolution No. 1273 Adopting a NE Woodburn Drive School Speed Zone
1. Details: The Camas School District (CSD) intends to open the doors to Woodburn Elementary School for the 2013/2014 school season. In 2011, CSD requested that the City adopt a school speed zone for this school. This CSD request with the coinciding traffic engineering memo and map are attached. Camas staff brings this request forward now, as the school is about to open and Woodburn Drive is now public right-of-way. Camas staff concurs with the findings of the engineering memo.

Department/Presenter: James Carothers, Engineering Manager
Recommended Action: Adopt Resolution No. 1273

IX. PUBLIC WORKS
A. Bid Award for Project S-576A Asphalt Repair
1. Details: Project S-576A provides for asphalt and road base repair at various locations throughout the City. The apparent low bidder, Michael Green Construction, submitted an old version of the E-Verify Memorandum of Understanding (MOU) with the bid. On the official bid tabulation staff labeled the bid as non-responsive for not including the electronic signature sheet. The attached staff report provides additional information to support staffs recommendation. The staff report has been reviewed by the City Attorney. Michael Green submitted a letter and supporting documentation requesting that his bid be declared responsive (see staff report). This is a budgeted item as part of the annual pavement restoration program.

Department/Presenter: Eric Levison, Public Works Director
Recommended Action: Declare the E-Verify MOU submittal as a minor irregularity and award the bid to Michael Green Construction, Inc., in the amount of $22,795.75

B. Ordinance No. 2676 Authorizing the Execution of the Financing Contract for the Construction of Lacamas Lake Lodge
1. Details: This ordinance authorizes the City to enter into a local financing lease with the State of Washington Local Option Capital Asset Lending Program in the amount of $1,850,000 plus related financing costs. The four attachments (annex 1-4) are included as informational only. These documents will be prepared by the state after the ordinance is passed and returned to the City for signature. This item has been discussed at numerous workshops and Council meetings. The annual loan payments for a 15 year loan will be approximately $160,000. Park Impact Fees and/or Real Estate Excise Tax (REET) will be committed to repay this loan.

Department/Presenter: Eric Levison, Public Works Director; Nina Regor, City Administrator; and Jerry Acheson, Parks & Recreation Manager
Recommended Action: Adopt Ordinance No. 2676
C. Bid Award for Project P-862 Lacamas Lake Lodge
   1. Details: Bids were received and opened for this project on Monday, May 13, 2013. The responsive low bidder was JWC Construction, with a bid of $1,813,478.88. The award of this contract provides for the construction of the Lacamas Lake Lodge which includes the boat dock and irrigation. The Engineer's estimate for the project is $1,787,201.64. Financing for this project is provided by a loan through the Washington State Local Option Capital Asset Lending Program, and $350,000 from the Friends of the Community Center. The annual debt service is estimated at $160,000 to be paid by the Parks Impact Fee account.

   Department/Presenter: Eric Levison, Public Works Director; Nina Regor, City Administrator; and Jerry Acheson, Parks & Recreation Manager

   Recommended Action: Award bid for Project P-862 to JWC Construction in the amount of $1,813,478.88

X. HUMAN RESOURCES
   A. Resolution No. 1274 Adding a Flexible Spending Account as a Voluntary Benefit for Eligible City Employees
      1. Details: The resolution will allow implementation of a flexible spending account for all City employees. Council was previously briefed on this topic at this evening's workshop and in a closed session.

      Department/Presenter: Jennifer Gorsuch, Human Resources Director

      Recommended Action: Adopt Resolution No. 1274

   B. Resolution No. 1275 Revising the City of Camas Salary Schedule for the Non-Represented Position of Operations Supervisor-Wastewater
      1. Details: The salary schedule for this position is being revised to be aligned with both internal and external comparator. Council was previously briefed on this topic at this evening's workshop.

      Department/Presenter: Jennifer Gorsuch, Human Resources Manager

      Recommended Action: Adopt Resolution No. 1275

XI. FIRE DEPARTMENT
   A. Ambulance Purchase
      1. Details: As part of the recent Emergency Medical Services (EMS) levy passage in Camas, a new ambulance purchase was programmed in to the financial projections for 2013. This money is currently identified and available in the budget. At the June 3, 2013, Council Workshop, we presented the suggestion to use the state loan program for financing as was discussed with Council during the budget preparation process. The other suggestion at the June 3, 2013, Council Workshop was to “piggyback,” as allowed by state law, on a recent ambulance bid obtained by North Country EMS. This would allow the City to take advantage of better pricing and a shorter timeline for production. The City Administrator, Fire Chief, and the Division Chief of EMS will be present to answer questions.

      Department/Presenter: Nick Swinhart, Fire Chief

      Recommended Action: Approve the ambulance purchase
XII. ADJOURNMENT

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

Staff: Jerry Acheson, Phil Bourquin, James Carothers, Jan Coppola, Sherry Coulter, Cliff Free, Mitch Lackey, Eric Levison, Nina Regor and Linda Swenton

Press: Heather Acheson, Camas – Washougal Post Record

III. PUBLIC COMMENTS

There were no comments from the public.

IV. COMMUNITY DEVELOPMENT DEPARTMENT

A. 2013 Comprehensive Plan Amendment (File No. CPA13-01) Daley, MacKay, and MacDonald

Details: The City of Camas reviews its Comprehensive Plan once a year. An application for a proposed change or amendment to the Comprehensive Plan and Map must be submitted together with the applicable fee by January 31st. The City received one application (File No. CPA13-01), and has carried forward two proposals from the 2012 annual review as requested by City Council. The applicants, Dennis W. Daley, Douglas MacDonald (Trustee of the MacDonald Clark County Living Trust), and Dan Mackay (Manager of Mackay Family Clark County Properties LLC), propose an amendment to the comprehensive plan and zoning maps for approximately 28.19 combined acres that are designated and zoned "Light Industrial/Business Park" (LI/BP). The properties are located north of NW 18th Avenue and west of NW Brady Road, specifically, they are parcels numbered 125623-000, 125193-000, and 125185-000. The proposed amendment was to change the designation to "Industrial" and the associated zoning to "Business Park".
A public hearing for the proposed amendments was held before Planning Commission on May 21st at 7 p.m. The Planning Commission recommends approval.

Department/Presenter: Sarah Fox, Senior Planner

CPA13-01 Staff Report to Council

CPA13-01 Application Materials

This item will be brought forward for Council's consideration at a public hearing scheduled for the June 17th Council Meeting.

B. NE Woodburn Drive School Speed Zone

Details: The Camas School District (CSD) intends to open the doors to Woodburn Elementary School for the 2013 – 2014 school year. In 2011, CSD requested that the City adopt a school speed zone for this school. The CSD request with the coinciding traffic engineering memo and map are attached. Staff brings this request forward now, as the school is about to open and Woodburn Drive is now public right-of-way. Staff concurs with the findings of the engineering memo.

Department/Presenter: James Carothers, Engineering Manager

SchZoneMemo_Woodburn

A resolution will be placed on the June 17th Council Agenda for consideration and adoption.

C. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

There were no miscellaneous or emergent items.

V. PUBLIC WORKS/PARKS AND RECREATION DEPARTMENTS

A. Lacamas Lake Lodge Bid Award

Details: Bid results from the May 13th bid opening are higher than anticipated and the fuel tank remediation project has cost significantly more than originally anticipated. The original $1,650,000 loan application (approved pending Council acceptance) and the $354,000 Friends of the Community Center gift will not cover the total anticipated costs that include: design and construction management fees, construction bid, furnishings, IT equipment, anticipated contingencies, security system and fuel tank remediation. The City has requested a revised loan amount of $1,850,000 from the State but has not received approval as of May 28, 2013. Staff is analyzing the bids and working through funding scenarios and will have a recommendation for Council at the June 17th meeting. It is staff’s understanding that a contract must be executed by June 20th for the
$1,650,000 or amended amount to be available. Staff's preferred option is to secure the $1,850,000 loan amount and award the bid on the 17th. Current options staff is considering are:

a. If State funding becomes available for $1,850,000, award the bid to the responsible low bidder and accept State financing. Discuss rejection or award of alternate bid items.

b. If State funding remains at the $1,650,000 level, award the low bid, authorize an additional funding source, such as, Real Estate Excise Tax (REET), Park Impact Fee or General Fund and request additional time from the State for the current approved loan from the June 20th deadline to reject all bids and re-bid the project with a reduced scope.

c. Reject all bids, re-apply for the State loan in the fall and rebid the project with a revised scope.

Department/Presenter: Eric Levison, Public Works Director and Jerry Acheson, Parks and Recreation Manager

This item will be brought back at a future date for Council's consideration.

B. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Levison announced that Clark County will be available to perform chip seal patching on the City's roads on Tuesday, June 4th. He noted that this work should be completed in one day and that the loose rock will be swept up the following day. Levison added that all roads will be signed appropriately for the conditions.

Mayor expressed his appreciation to the parks maintenance and street crews for their hard work and dedication.

VI. FIRE DEPARTMENT

A. Ambulance Purchase

Details: As part of the recent Emergency Management Services (EMS) levy passage in Camas, a new ambulance purchase was programmed into the financial projections for 2013. This money is currently identified and available in the budget. We will be presenting the suggestion to use the State loan program for financing, as was discussed with Council during the budget preparation process. The other item will be the approval to "piggyback," as allowed by State law, on a recent ambulance bid obtained by North County EMS. This would allow us to take advantage of better pricing and a shorter timeline for production. City Administrator and the Division Chief of EMS were present to answer questions.
This item will be brought back for Council’s consideration at a future date.

VII. ADMINISTRATION

A. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

There were no miscellaneous or scheduling items.

VIII. COUNCIL COMMENTS AND REPORTS

Hazen attended the Memorial Day Event at the Camas Cemetery and remarked that the event was very nice.

Hogan announced that the Downtown Camas Association received an award from the Washington State Main Street Program.

Mayor announced that the ribbon cutting ceremony for the Mill City Brew Werks will be held on June 14th.

Chaney engaged Council in a discussion about Council being better informed on the status of the City’s debt service and its capacity. After a brief discussion, Mayor added that this conversation will continue to be researched as City Administrator Nina Regor continues to work with the Finance Committee.

Dietzmanremarked about the Industrial art on display at various businesses in the downtown core. She attended a Sister City meeting and noted that a C-TRAN meeting will be held next Tuesday. Dietzman added that she will also be viewing a webinar on lodging tax.

Anderson briefly updated Council on his findings regarding the public comment period and distributed a handout on the topic. After a brief discussion, Council decided that this matter will be discussed further at a future meeting.

Turk attended the May 21st Planning Commission Meeting and will be attending a Library Board of Trustees meeting.

Smith commented on the Memorial Day Ceremony at the Camas Cemetery and will be attending a Regional Transportation Council (RTC) meeting.

Smith and Chaney expressed their appreciation to the Boy Scouts for their part in the ceremony at the Camas Cemetery.

Mayor announced that the City received a grant from the Parks Foundation to replace the merry-go-round at Crown Park.
Mayor gave a brief update on the structure of the C-TRAN Board and that he is scheduled to attend an upcoming meeting to discuss potential revisions to the structure.

Mayor and Hogan commented on the status of the Public Works Trust Fund.

Mayor announced that the Camtown Youth Festival will be taking place this Saturday and Camas Farmers Market will open next Wednesday.

IX. PUBLIC COMMENTS

Ken Hadley, 4011 F Circle, Washougal, commented on the Boy Scouts at the Memorial Day Ceremony and on the limits of loans that the City takes out.

Hadley made inquiries on the bids for the Lacamas Lake Lodge project. Levsion responded to Hadley's inquiries.

Hadley asked about the administrative leave for Department Heads. Mayor and Regor responded to Hadley's inquiries.

Chris Kralik, 631 NW 18th Loop, Camas, made inquiries about the upcoming chip seal patching. Levsion responded to Kralik's inquiries.

X. ADJOURNMENT

The meeting adjourned at 5:37 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 May 29, 2013
I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present:  Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith and Shannon Turk

Staff:  Phil Bourquin, James Carothers, Jan Coppola, Sherry Coulter, Jennifer Gorsuch, Roger Knapp, Mitch Lackey, Eric Levison and Nina Regor

Press:  There were no members of the press present.

IV. PUBLIC COMMENTS

There were no comments from the public.

V. CONSENT AGENDA

A. Approve the minutes of the May 20, 2013, Camas City Council Meeting and the work session minutes of May 20, 2013

May 20 City Council Meeting

May 20 Workshop Meeting

B. Approve claim checks 117261-117409, in the amount of $1,170,754.94.

C. Authorize the Mayor to sign the Public Works Trust Fund (PWTF) Loan Agreement (PR13-951-108) in the amount of $300,000 for Project S-566 NW Friberg Street and Goodwin Road Street Improvements. (submitted by James Hodges, Project Manager)

PWTF Loan Agreement PR13-951-108
D. Authorize release of retainage for Project for P-871 Community Center Roof Replacement in the amount of $2,327.06 to Gregg Roofing. All required releases have been received. (submitted by James Hodges, Project Manager)

P-871 Est 1

E. Approve Pay Estimate No. 4 for Project WS-713 Wastewater Treatment Facilities Improvements (WWTF), Phase 2B in the amount of $56,125.20 to Contractors Northwest, Inc., for work completed through May 15, 2013. This project is fully funded. (submitted by James Hodges, Project Manager)

WS-713 Pay Estimate 4

F. Approve Pay Estimate No. 2 for Project S-545 NW 38th/SE 20th Street Improvements, Phase 1, for work completed from April 1, 2013 through April 30, 2013. (submitted by Anita Ashton, Engineer III)

S-545 NW 38th-SE20th Pay Estimate 2

G. Authorize the Mayor to sign the road easement agreement with Longview Fiber for Jones/Boulder Creek Access. (submitted by Eric Levison, Public Works Director)

City of Camas Easement

H. Authorize the Mayor to sign the professional services agreement with Ecosafe to perform an evaluation of the street lighting system in the amount of $10,500. (submitted by Eric Levison, Public Works Director)

Ecosafe Proposal

I. Authorize the Mayor to sign the professional services contract with Kennedy/Jenks Consultants for an optimization study for the Waste Water Treatment Plant (WWTP) in the amount of $37,503. (submitted by Eric Levison, Public Works Director)

Kennedy/Jenks Proposal

J. Authorize the bid award of the 2013 Slurry Seal Contract to the responsible low bidder, Blackline, Inc., in the amount of $134,139. (submitted by Eric Levison, Public Works Director)

Slurry Bid

K. Authorize the Mayor to sign the Department of Commerce Energy Efficiency Grant Contract in the amount of $110,711 which will be used for the energy efficiency improvements included in Project P-877 HVAC Energy Audit Police Department and Library (submitted by Eric Levison, Public Works Director)

Commerce Energy Grant Contract
It was moved by Linda Dietzman, seconded by Greg Anderson 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

Turk commented on Lloyd Halverson’s retirement event and recognized Joan Durgin and Jim Dickinson for their long-term tenure with the City.

Mayor and Anderson echoed Turk’s comments.

Chaney recognized and congratulated the Camas High School student athletes for their athletic achievements.

VII. MAYOR

A. Announcements

There were no announcements.

B. Appointments to Library Board of Trustees

Mayor Higgins appointed Carolee Dewars, Julie Ann Hill and Kevin Owen to the Library Board of Trustees. Carolee Dewars will fulfill an unexpired term which ends on December 31, 2017; Julie Ann Hill will fulfill an unexpired term which ends on December 31, 2016 and Kevin Owen will fulfill an unexpired term which ends on December 31, 2013.

It was moved by Melissa Smith, seconded by Don Chaney to confirm the Mayor’s appointments to the Library Board of Trustees. The motion carried unanimously.

VIII. COMMUNITY DEVELOPMENT

A. Public Hearing - Revising and Extending the Comprehensive Six (6) Year Street Plan

Details: The six-year transportation improvement program, also known as the six-year street plan, is to be updated by municipal agencies annually per RCW 35.77.010. This year’s updates capture the projects from the 2012 Transportation Impact Fee Update list as well as changes to the Capital Facilities Plan list adopted in conjunction with the
2013 budget. Projects are dropped from the list annually once the construction phase has started and is fully funded. The plan and map attached for the hearing have only minor updates from the May 20th Workshop attachments. Inconsistencies that were on the map are now updated to coincide with the plan list. The plan list revisions include changes to the Improvement Type Codes to match the updated Appendix A, as well as changes to the Federal Fund Codes and State Fund Codes to match the updated Appendix C. The appendices were updated to include the new Appendix A and Appendix C. The notice of public hearing was posted on the City’s website, at the Post Office, City Hall, the Camas Library, and in the Camas/Washougal Post Record on May 21st and May 28th.

Department/Presenter: James Carothers, Engineering Manager

6yr_14-19 STIP Draft 2

6yr_14-19 MAP Draft 2

Appendices 2013_amended

Mayor opened the public hearing at 7:08 p.m. Mayor closed the public hearing at 7:32 p.m., as there were no comments from the public.

It was moved by Greg Anderson, seconded by Melissa Smith to authorize the preparation of a resolution to adopt the Camas Comprehensive Six Year Street Plan. The motion carried unanimously.

IX. HUMAN RESOURCES

A. Resolution No. 1271 Revising the City of Camas Job Description Titled Public Works Project Manager

Details: The title for this position is being revised to Project Manager and minor changes have been made in the job description - both of which more accurately reflect the duties. The salary scale for the position remains unchanged.

Department/Presenter: Jennifer Gorsuch, Human Resources Director

Resolution 1271

Project Manager Job Description

It was moved by Linda Dietzman, seconded by Steve Hogan that Resolution No. 1271 be read by title only. The motion carried unanimously.

It was moved by Linda Dietzman, seconded by Melissa Smith that Resolution No. 1271 be adopted. The motion carried unanimously.

X. ADMINISTRATION
A. Ratification of Finance Director Position

Details: The City Code requires the Mayor to hire the City's Finance Director, and that the decision be ratified by the City Council. On May 23, 2013, Mayor Higgins offered the Finance Director position to Cathy Huber Nickerson, effective July 8, 2013, and she accepted. (See attached employment agreement.) The purpose of this agenda item was to ratify the filling of the Finance Director position.

Department/Presenter: Nina Regor, City Administrator

Employment Agreement

It was moved by Shannon Turk, seconded by Steve Hogan to ratify the Mayor's decision to fill the Finance Director position with Cathy Huber Nickerson. The motion carried unanimously.

XI. EXECUTIVE SESSION (item added - June 3, 2013)

A. Labor Relations

Roger Knapp, City Attorney, clarified that Council will go into a closed session to discuss labor relations and that the meeting will be adjourned at that time.

XII. ADJOURNMENT

The meeting adjourned at 7:22 p.m. Council went into a closed session to discuss labor relations.

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 May 30, 2013

Council Agenda with Supporting Documents

________________________  ________________________
Mayor                        City Clerk
CITY OF CAMAS
PROJECT NO. SS-579A
DESCRIPTION: 2013 NW Leadbetter & GVP Wetland Maintenance

PAY ESTIMATE: ONE PAY PERIOD: June 15, 2013
WORK PERIOD: April, 2013
(Work Period-Bid Item #1 - 1st Maintenance)
Original Contract Total: $11,207.79

(Does Not Include Sales Tax)

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SALES TAX (8.4%): $941.45
TOTAL CONTRACT: $12,149.24
WITHHOLDING 50% IN LIEU OF RETAINAGE: ($6,063.90)
TOTAL LESS 50% WITHHOLDING: $6,045.35

Account Number: 419-00-553-505-48 $2,357.44

Project Engineer: [Signature] 6/15/13
Contractor: [Signature] 6/15/13
Project Manager: [Signature] 6/15/13
I, Nina Regor, City Clerk hereby certify
that these bid tabulations are correct.

Nina Regor  
Date

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2013 Comprehensive Plan Amendment  
Daley, MacDonald, and Mackay (file #CPA13-01)  
Staff Report

TO: Mayor Scott Higgins  
City Council

FROM: Sarah Fox, Senior Planner, on behalf of the Planning Commission

DATE: May 29, 2013

NOTICE: Public hearing before Planning Commission was published in the Post Record on May 14, 2013. Publication # 479987. A notice will be published prior to a hearing being scheduled before City Council.

Applicable Law: The application was submitted on January 31, 2013, and the applicable codes are those codes that were in effect on the date of application. Camas Municipal Code Chapters (CMC) specifically (not exclusively): Title 18 Zoning; Chapter 18.07 Use Authorization; Chapter 18.09 Density and Development; Chapter 18.51 Comprehensive Plan Amendments; Chapter 18.55 Administrative Provisions; and RCW Chapter 36.70A the Growth Management Act. [Please note that this report indicates CMC language with italicized type.]

I. SUMMARY

The City of Camas reviews its Comprehensive Plan once a year. An application for a proposed change or amendment to the Comprehensive Plan and Map must be submitted together with the applicable fee by January 31st. The City received one application (file #CPA13-01), and has carried forward two proposals from the 2012 annual review as requested by City Council. This Staff Report provides analysis and findings on the single proposal, which was submitted by Dennis W. Daley, Douglas MacDonald (Trustee of the MacDonald Clark County Living Trust), and Dan Mackay (Manager of Mackay Family Clark County Properties LLC).

Planning Commission reviewed the application at a public hearing on May 21st. After testimony and deliberation, they recommended that their decision of approval be forwarded to City Council.

This report provides analysis and findings to support the favorable Planning Commission recommendation.

II. PROPOSAL

The applicants, Daley, MacDonald, and Mackay, propose an amendment to the City's comprehensive plan and zoning maps for approximately 28.19 combined acres that are designated and zoned “Light Industrial / Business Park” (hereinafter referred to as “LI/BP”). The properties are located north of NW 18th Avenue and west of NW Brady Road specifically, parcels numbered 125623-000, 125193-000, and 125185-000. The proposed amendment is to change the designation to “Industrial” and the associated zoning to “Business Park”.

Both the comprehensive plan designation and zoning are named the same for LI/BP. This designation does not include any other zones, as does the proposed “Industrial” designation, which has the following zoning districts: Light Industrial, Heavy Industrial, and Business Park (refer to CMC§18.05.020 Districts Designated).
III. CRITERIA OF APPROVAL CMC§ 18.51.010 - Comprehensive Plan Amendments

The following section is organized around the criteria of approval pursuant to CMC§18.51.010 - Application and Criteria, and throughout each criterion there are additional issues that are addressed consistent with the requirements of CMC§18.51.030 - Staff Report. Note that citations from Camas Municipal Code are indicated in italics throughout this report.

A. A detailed statement of what is proposed and why;

Discussion: The applicant responded to this criterion on page 1 of the Second Supplemental Narrative for Annual Review (Second Narrative), which states that they request a comprehensive plan designation from LI/BP to Industrial. The applicant believes that the uses of the neighboring properties of Fisher Investments and tool companies, lends the property to Industrial designation rather than LI/BP.

The city has approximately 3,092 acres of employment lands, which includes commercial, industrial and LI/BP (see chart at right), which is approximately 40% of the city's total acreage (not including UGA). There is currently no land in the city that is zoned Business Park (BP), since this zoning was adopted in December, 2012. The industrial lands that are zoned Heavy Industrial (HI) are generally owned by Georgia Pacific and located along the Columbia River. The remaining 35 acres of industrial lands are relatively open for new development.

The applicant responded to the pre-application meeting notes regarding compatibility within the Supplemental Narrative, dated January 26, 2013. The city indicated during the meeting that employment growth rather than residential development was an essential component of LI/BP lands. The Light Industrial (LI) zone within the proposed Industrial designation allows apartment development along with six other residential uses. Neither BP nor HI allows residential uses. The LI/BP zone prohibits residential development and 90 of 148 other uses, which are listed at CMC§18.07.030 Table 1—Commercial, industrial and high technology land uses. The applicant has requested concurrent zoning to BP, which allows 52 uses that are otherwise prohibited in the LI/BP. Generally those additionally permitted or conditionally permitted uses are commercial and educational in nature, which all support the goal of job creation (Refer to list at Exhibit A).

Findings: The application addressed this criterion and provided examples of potentially compatible employment uses for the properties. Staff finds that only the BP and HI zones within the Industrial designation prohibit residential uses.

B. A statement of the anticipated impacts of the change, including the geographic area affected, and issues presented by the proposed change;

Discussion: The properties slope from south to north, with approximately 80% of the site with less than 7% grade. There is a small wetland that is adjacent to NW Brady Road, and no other critical areas are apparent from the information provided. The proposed amendment to industrial would not necessarily change the geography of the area, unless a future development proposed a large, level building pad, which would require extensive site grading. To avoid extensive site grading, the slope of the land lends itself to tiered structures or smaller building envelopes (See GIS packet within the Application Materials). Both the BP and LI zones allow for smaller lots, than would be allowed in the LI/BP zone.
Findings: Staff concurs that the development of the property is best suited to smaller lots than would be allowed within the LI/BP designation.

Discussion: The applicant at page 2 of the Second Narrative discusses lot size standards and setbacks required within the current designation of LI/BP. The applicant argues that the LI/BP standards are better suited to large, industrial manufacturers such as Wafertech and Sharp. According to CMC§18.09.030 Table I—Density and dimensions for commercial and industrial zones, the minimum lot size allowed in the LI/BP zone is 10 acres, in comparison to the LI zone, which allows lots as small as 10,000 square feet and a half acre is permitted within the BP zone. Given the topography of the subject properties, a large campus style building would be difficult to design without undertaking mass site grading.

Findings: Staff concurs that Industrial development standards allow for smaller lot development, which better suits the subject property.

D. A statement of how the proposed amendment complies with and promotes the goals and specific requirements of the growth management act;

Discussion: As stated earlier in the report, employment lands comprise approximately 40% of the city's overall acreage. Also, as noted earlier, there is approximately 35 acres of land designated Industrial, that remains undeveloped or 1% of employment lands (Comm. + Ind. + LI/BP). The applicant at page 5 of the Second Narrative states that the proposed amendment will meet "twelve of the thirteen goals of the GMA". Smaller industrial lots and increasing the number of lots to develop would seem favorable for a variety of businesses, which were unable to purchase 10 acres within the LI/BP zone. Also, the processing of permits as Site Plan Review (Type II, administrative decisions) is typically less expensive, and faster than LI/BP permits (Type III), which require a public hearing. The combination of more industrial land, smaller lots, and lower permit costs, supports the job creation goals of GMA.

Findings: Staff finds that the proposed comprehensive plan designation compliments the job creation goals of GMA, and could increase employment opportunities with more businesses locating in Camas.

E. A statement of what changes, if any, would be required in functional plans (i.e., the city's water, sewer, stormwater or shoreline plans) if the proposed amendment is adopted;

Discussion: The city's functional plans have been adopted for this area and these plans anticipated the potential impacts of LI/BP development of the properties. The potential uses allowed within the Industrial designation are similar to the LI/BP designation, with the exceptions within certain industrial zones as noted throughout the Staff Report.

Findings: The proposed amendment does not result in necessary changes to the city's functional plans.

F. A statement of what capital improvements, if any, would be needed to support the proposed change which will affect the capital facilities plans of the city;

Discussion: The application did not identify any necessary changes to the city's capital improvement plans. Staff concurs that the necessary planning is in place for this area of the city, and the proposed amendment would not necessitate any changes to those plans. The city's comprehensive plans specify the type of improvements that would be required to the water system, transportation and trails at the subject site. The city's six-year Water System Plan (WSP) (June 2010), indicates that a reservoir in the vicinity of the subject properties will be needed to improve fire flows (See WSP project D-4 on page 8-10). The six-year Transportation Improvement Plan (TIP) (6/18/2012) indicates that NW Brady Road
will need to be widened to include bike lanes (See TIP project #6, page 2). The city's parks and trails plans (2006 and 2007), show the West Camas Regional Trail (#T-1) running along that portion of Brady Road. This trail segment provides a north-south connection and links two regional trails. About half of the alignment has been constructed, yet not at this portion of NW Brady Road.

**Findings:** Staff finds that the city's capital plans will not need to be amended.

**G. A statement of what other changes, if any, are required in other city or county codes, plans, or regulations to implement the proposed change; and**

**Discussion:** The impacts of a proposed amendment to surrounding properties must be evaluated, in accordance with CMC§18.51.030(C). As described in the application, the subject property is located in an area that has LI/BP industries to the north and west, and residential developments (built and planned) to the south and east. Development within the LI/BP designation and zoning are required to include campus style landscaping with generous front setbacks, and enhanced building design. The proposed amendment to Industrial could negatively impact the residential uses to the south and west at varying degrees. The site design standards within the Industrial designation range from no setbacks if zoned HI to specific design review requirements if zoned BP.

As noted throughout this report, the review processes differ between these two plan designations. LI/BP developments are processed as a Type III permit that requires a public hearing and final decision by City Council. Industrial developments require Site Plan Review (CMC Chapter 18.18), which is a Type II permit, and provides properties within 300-feet of the site notice of the decision, and an opportunity to appeal the decision within 14 days of issuance. Design Review (CMC Chapter 18.19), which generally addresses compatibility through design is not applicable to new industrial development, unless it is within the city's gateway areas (CMC§18.19.020 Scope) or within the BP zone. The BP zone requires Design Review, and includes its own development standards for landscaping and building design. If the city amends these properties to the Industrial designation, compatibility could be mitigated if the associated zoning of the property is BP, given that it is the only zoning district within the Industrial designation that requires Design Review compliance (See CMC§18.37.020).

**Findings:** Staff finds that compatibility of neighboring properties can be addressed and mitigated in the Industrial designation if the properties are zoned BP, given the requirement for Design Review; otherwise the LI/BP designation should be retained.

**H. The application shall include an environmental checklist in accordance with the State Environment Policy Act (SEPA).**

**Findings:** The applicant submitted a SEPA checklist as required, and will publish a determination for this proposal after review and analysis has been completed in regard to the cumulative effect of all three proposed 2013 amendments.

**IV. CONCLUSIONS**

Planning Commission held a public hearing on May 21, 2013, and recommended approval of the application, provided that the proposed amendment as submitted by Daley, MacDonald & Mackay Properties (CPA13-01) is consistent with the City's Comprehensive Plan.

**V. RECOMMENDATIONS**

That City Council reviews the amendments, conducts a public hearing, deliberates, and renders a decision.

Further, that City Council approves CPA13-01 to amend the comprehensive plan designation from LI/BP to Industrial, and the zoning to Business Park.
Land uses that are permitted or conditionally permitted in the BP zone (Industrial designation) and not allowed in the LI/BP zone (LI/BP designation).

- Animal kennel, commercial/boarding;
- Animal shelter;
- Antique shop;
- Appliance sales and service;
- Automobile repair (garage);
- Automobile sales, new or used;
- Automobile service station;
- Boat building;
- Boat repair and sales;
- Bowling alley/billiards;
- Building, hardware and garden supply store;
- Bus station;
- Clothing store;
- Department store;
- Feed store;
- Food delivery business;
- Furniture repair/upholstery;
- Furniture store;
- Gas/fuel station; Gas/fuel station with mini market;
- Grocery, large scale; Grocery, small scale;
- Hospital, emergency care;
- Hotel, motel;
- Household appliance repair;
- Industrial supplies store;
- Laundry (self-serve);
- Liquor store;
- Mini-storage/vehicular storage;
- Nursery, plant;
- Pet shops;
- Plumbing, or mechanical service;
- Second-hand/consignment store;
- Shoe repair and sales;
- Taverns;
- Theater, except drive-in;
- Veterinary clinic;
- Video rental store;
- Cotton, wool, other fibrous material; Food production or treatment;
- Furniture manufacturing;
- Metal fabrication and assembly;
- Auditorium; Community club; Church; Library; Museum; Sports fields;
- College/university; Elementary school; Junior or senior high school; Private, public or parochial school
APPLICATION MATERIALS
DALEY, MACDONALD & MACKAY (CPA13-01)

- General Application Form
- Narrative (January 26, 2013)
- Second Narrative (February 25, 2013)
- GIS Packet
• GENERAL APPLICATION FORM
DALEY, MACDONALD & MACKAY PROPERTIES
COMPREHENSIVE PLAN AMENDMENT
AND REZONE REQUEST

PARCELS 125623-000, 125193-000 & 125185-000

APPLICANTS and OWNERS:
Dennis W. Daley
462 Stevens Avenue, Suite 201
Solana Beach, CA. 92075
Phone: 858-401-3601
Email: ddaley@daley-heft.com

The MacDonald Clark County Living Trust
Douglas MacDonald, Trustee
6925 Sunnyside Blvd.
Marysville, WA 98270
Phone: 408-355-5820
Email: iccclassc@gmail.com

Mackay Family Clark County Properties LLC
Dan Mackay, Manager
4041 NW Sierra Drive
Camas, WA. 98607
Phone: 360-921-0134
Email: dpm30@comcast.net

CONTACT:
Randy Printz
Landerholm Law Firm
P.O. Box 1086
Vancouver, WA 98666
Phone: (360) 696.3312
Fax: (360) 696.2122
Email: Randy.printz@landerholm.com

January 2013
TABLE OF CONTENTS

1. APPLICATION FORM
2. SUPPLEMENTAL SHEET TO APPLICATION
3. COPY OF FEES
4. DEVELOPER'S GIS PACKET
5. PRE-APPLICATION CONFERENCE REPORT
6. SUPPLEMENTAL NARRATIVE TO ADDRESS PRE-APPLICATION ISSUES
7. NARRATIVE
8. SEPA CHECKLIST
General Application Form

**Applicant Information**

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<tr>
<td>Contact Person:</td>
<td>(if different)</td>
<td>Randy Printz, Landerholm</td>
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**Property Information**

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**Description of Project**

**Brief description:** The Applicant's request a formal Comprehensive Plan Amendment. Refer to the narrative for additional information.

Are you requesting a consolidated review per CMC 18.55.020(B)?

- [ ] Yes
- [x] No

Permits Requested:

- [ ] Type I
- [ ] Type II
- [ ] Type III
- [x] Type IV, BOA, Other

**Property Owner or Contract Purchaser**

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**Signature**

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature: [Signature] Date: 1/29/13

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

**Staff Use**

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<th>Pre-Application Date:</th>
<th>Staff: Related Cases #</th>
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General Application Form

Applicant's Name: Please refer to the attached sheet for a list
Last ( ) First ( )
Street Address |
Apartment/Unit # |
City |
State |
ZIP Code |
Contact Person: Randy Printz, Landerholm E-mail Address: randy.printz@landerholm.com
Property Address: 4511 NW 18th Avenue 125623-000, 125193-000, 125165-000
Street Address |
County Assessor # / Parcel # |
City |
State |
ZIP Code |
Property/Information

Description of Project
Brief description: The Applicant's request a formal Comprehensive Plan Amendment. Refer to the narrative for additional information.

Are you requesting a consolidated review per CMC 18.55.020(B)?
YES ( ) NO ( )

Permits Requested: Type I ( ) Type II ( ) Type III ( ) Type IV, BOA, Other ( )

Property Owner or Contract Purchaser
Owner's Name: Please refer to the attached list
Last ( ) First ( )
Street Address |
Apartment/Unit # |
City |
State |
ZIP Code |
Signature: ________________________________ Date: ________________________________
I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Staff: Related Cases # Validation of Fees

Date Submitted: Pre-Application Date:
Supplement Sheet to the Application for the Daley, MacDonald & Mackay Properties

Applicants and Owners:
Dennis W. Daley
462 Stevens Avenue Suite 201
Solana Beach, CA. 92075
Phone: 858-401-3601
Email: ddaley@daley-heft.com

The MacDonald Clark County Living Trust
Douglas MacDonald, Trustee
6925 Sunnyside Blvd.
Marysville, WA. 98270
Phone: 408-355-5820
Email: iccclassc@gmail.com

Mackay Family Clark County Properties LLC
Dan Mackay, Manager
4041 NW Sierra Drive
Camas, WA. 98607
Phone: 360-921-0134
Email: dpm30@comcast.net

Parcels: 125623-000, 125193-000, 125185-000

NE ¼ Sec 8, T1N, R3E
SE ¼ Sec 5, T1N, R3E
SW ¼ Sec 4, T1N, R3E
MACKAY FAMILY CLARK COUNTY PROPERTIES, LLC
13304 SE MCGILLIVRAY BLVD.
VANCOUVER, WA 98683
(360) 692-1421
FAX: (360) 892-1768

BANNER BANK
VANCOUVER, WA 98683
(360) 896-6684
FAX: (360) 892-1768

PAY TO THE ORDER OF: City of Camas

$1,167.50
One Thousand One Hundred Sixty Seven and 50/100 DOLLARS

MEMO

MACDONALD PROPERTIES, INC.
6925 SUNNYSIDE BLVD.
MARYSVILLE, WA 98270-7538
(425) 335-5025

PAY TO THE ORDER OF: City Of Camas

$1,167.50
One Thousand One Hundred Sixty-Seven and 50/100 DOLLARS

MEMO

1/30/13

1/29/2013

Carol Montgomery
Authorized Signature
## Application Checklist and Fees (Nov, 2010)

- **Annexation**
  - $250 · 10% petition; $1,250 · 60% petition  
  - 001-00-345-890-00  
  - $0

- **Appeal Fee**
  - 001-00-345-810-00  
  - $330.00

- **Archaeological Review**
  - 001-00-345-810-00  
  - $110.00

- **Binding Site Plan**
  - $1,575 + $20 per unit  
  - 001-00-345-810-00  
  - $1,650.00

- **Boundary Line Adjustment**
  - 001-00-345-810-00  
  - $85.00

- **Comprehensive Plan Amendment**
  - 001-00-345-810-00  
  - $1,650.00

- **Conditional Use Permit**
  - Residential
    - $2,856 + $82 per unit  
    - 001-00-345-810-00  
    - $3,650.00
  - Non-Residential
    - 001-00-345-810-00  
    - $3,650.00

- **Continuance of Public Hearing**
  - 001-00-345-810-00  
  - $280.00

- **Critical or Sensitive Areas (fee per type)**
  - 001-00-345-810-00  
  - $650.00

- **Design Review**
  - Minor  
    - Committee  
    - 001-00-345-810-00  
    - $1,673.00
  - Committee
    - 001-00-345-810-00  
    - $1,673.00

- **Development Agreement**
  - $746 first hearing; $280 ea. add'l hearing  
  - 001-00-345-810-00  
  - $826.00

- **Fire Department Review**
  - Short Plat or other Development Review  
    - 001-00-345-830-10  
    - $120.00
  - Short Plat or other Development Inspection  
    - 001-00-345-830-10  
    - $120.00
  - Subdivision or PRD Review  
    - 001-00-345-830-10  
    - $150.00
  - Subdivision or PRD Inspection  
    - 001-00-345-830-10  
    - $150.00
  - Site Plan Review  
    - 001-00-345-830-10  
    - $180.00
  - Site Plan Inspection  
    - 001-00-345-830-10  
    - $180.00

- **Fisher Basin storm development charge (See CMC 13.88.100)**
  - 419-00-379-000-00  
  - $1,650.00

- **Home Occupation**
  - Minor - Notification (No fee)  
  - Major  
    - 001-00-321-900-00  
    - $55.00

- **LUSP Development**
  - $3650 + $35 per 1000 sf of GFA  
  - 001-00-345-810-00  
  - $3,250.00

- **Minor Modifications to approved development**
  - 001-00-345-810-00  
  - $165.00

- **Planned Residential Development**
  - $27 per unit + subdivision fees  
  - 001-00-345-810-00  
  - $280.00

- **Plat, Preliminary**
  - Short Plat  
    - 4 lots or less: $1,615.00 per lot  
    - 001-00-345-810-00  
    - $0.00
  - Short Plat  
    - 5 lots or more: $6,055 + $210 per lot  
    - 001-00-345-810-00  
    - $0.00
  - Subdivision  
    - $8,055 + $210 per lot  
    - 001-00-345-810-00  
    - $0.00

- **Plat, Final**
  - Short Plat  
    - 001-00-345-810-00  
    - $15.00
  - Subdivision  
    - 001-00-345-810-00  
    - $997.00

- **Plat Modification/Alteration**
  - 001-00-345-810-00  
  - $515.00

- **Pre-Application (Type III or IV Permits)**
  - No fee for Type I or II  
  - General  
    - 001-00-345-810-00  
    - $290.00
  - Subdivision  
    - 001-00-345-810-00  
    - $752.00

- **SEPA**
  - 001-00-345-800-00  
  - $685.00

- **Shoreline Permit**
  - 001-00-345-890-00  
  - $745.00

- **Sign Permit**
  - General Sign Permit (Exempt if building permit is required)  
    - 001-00-322-400-00  
    - $33.00
  - Master Sign Permit  
    - 001-00-322-400-00  
    - $100.00

- **Site Plan Review**
  - Residential  
    - $953 + $25 per unit  
    - 001-00-345-810-00  
    - $0.00
  - Non-Residential  
    - $2,400 + $55 per 1000 sf of GFA  
    - 001-00-345-810-00  
    - $0.00
  - Mixed Residential/Non Residential  
    - 001-00-345-810-00  
    - $0.00

- **Temporary Use Permit**
  - 001-00-321-900-00  
  - $65.00

- **Unclassified Use Permit**
  - Residential  
    - $2,856 + $82 per unit  
    - 001-00-345-810-00  
    - $0.00
  - Non-Residential  
    - 001-00-345-810-00  
    - $3,650.00

- **Variance (Minor or Major)**
  - 001-00-345-810-00  
  - $880.00

- **Zone Change (single tract)**
  - 001-00-345-810-00  
  - $1,650.00

Total Fees Due: $2835.00
Pre-Application Meeting
Comprehensive Plan Amendment
Daley, MacDonald & Mackay
4511 NW 18th Avenue
#125623-000, #125193-000, #125185-000
File PA13-01

Friday, January 18th, 2013
11:00AM, Council Chambers
616 NE Fourth Avenue, Camas WA 98607

Applicant / Contact:  Applicant(s):
Dennis W. Daley
Email: dldaley@dsleek.net
Douglas MacDonald
Email: jocellass@gmail.com
Dan Mackay
Email: dpm30@comcast.net

Contact: Randy Printz, Landerholm
805 Broadway, Suite 1000
Vancouver WA 98666
Ph: (360)616-2530
Email: Randy.printz@landerholm.com

Representing City of Camas: Phil Bourquin, Community Development Director
Sarah Fox, Sr. Planner

Location:
4511 NW 18th Avenue
125623-000, 125193-000, 125185-000

Zoning: LI/BP

Description: The Applicant’s request a pre-application conference for a annual review request

NOTICE: Notwithstanding any representation by City staff at a pre-application conference, staff is not authorized to waive any requirement of the City Code. Any omission or failure by staff to recite to an applicant all relevant applicable code requirements shall not constitute a waiver by the City of any standard or requirement. [CMC 18.55.060 (C)] This pre-application conference shall be valid for a period of 180 days from the date it is held. If no application is filed within 180 days of the conference or meeting, the applicant must schedule and attend another conference before the City will accept a permit application. [CMC 18.55.060 (D)] Any changes to the code or other applicable laws, which take effect between the pre-application conference and submittal of an application, shall be applicable. [CMC 18.55.060 (D)]. A link to the Camas Municipal Code (CMC) can be found on the City of Camas website, http://www.cityofcamas.us/ on the main page under “Business and Development.”
1. Applicable codes for developments include Title 16 Environment, Title 17 Land Development, and Title 18 Zoning of the Camas Municipal Code ("CMC"). The applicant is responsible for reviewing the code and addressing the applicable provisions.

2. An amendment to the Comprehensive Plan is a TYPE IV permit, which requires legislative action, in accordance with the process described within CMC Chapter 18.51 and CMC Chapter 18.55. Deadlines for submitting an application is January 31st.

3. An application for a proposed amendment must contain the following in accordance with CMC §18.51.010 and include the appropriate fees:
   a) A detailed statement of what is proposed and why;
   b) A statement of the anticipated impacts of the change, including the geographic area affected, and issues presented by the proposed change;
   c) An explanation of why the current comprehensive plan is deficient or should not continue in effect;
   d) A statement of how the proposed amendment complies with and promotes the goals and specific requirements of the growth management act;
   e) A statement of what changes, if any, would be required in functional plans (i.e., the city's water, sewer, stormwater or shoreline plans) if the proposed amendment is adopted;
   f) A statement of what capital improvements, if any, would be needed to support the proposed change which will affect the capital facilities plans of the city;
   g) A statement of what other changes, if any, are required in other city or county codes, plans, or regulations to implement the proposed change; and
   h) The application shall include an environmental checklist in accordance with the State Environment Policy Act (SEPA).

4. Application fees include the following:
   - Comprehensive Plan Amendment $1,650.00
   - SEPA $685

5. At the meeting Staff noted that compatibility with adjacent lands should be addressed in more detail. The adjacent properties to the south and east include preliminary plat approved (not built) residential subdivisions and to the north are developed LI/BP properties. For example, the LI zone allows for residential development and prohibits "high technology" uses. In comparison, the recently adopted Business Park zone, allows high-tech uses, allows for 2 acre lots, and prohibits residential development.

6. Staff discussed concerns with potential conflicts with the dimensional standards of the adjacent LI/BP lands. The light industrial standards allow lots as small as 10,000 square feet, in comparison to the 10 acre minimum in the LI/BP zone.

7. Parker Village (file#SUB05-02), an approved preliminary plat, includes a stormwater facility and associated wetland mitigation on a portion of one of the parcels that are included in the proposed CPA. Please clarify as part of the application, if this area was conveyed by easement, tract, BLA, or other agreement.
• NARRATIVE (JANUARY 26, 2013)
Supplemental Narrative for Comprehensive Plan Amendment and Rezone
Daley, MacDonald & Mackay Properties
File PA 13-01
January 26, 2013

The Applicant submitted its pre application request to amend the Comprehensive Plan and Zoning designations from LIBP/LIBP to Industrial/LI together with a detailed narrative addressing the Comprehensive Plan goals and policies, the City's Capital Facilities Plans, Camas's applicable code provisions and how the proposed amendment complied with the Growth Management Act's goals and policies. A preapplication conference was held with the Applicant on January 18, 2013. The following italicized issues were identified by Camas staff in the preapplication conference notes.

A. At the meeting staff noted that compatibility with adjacent lands should be addressed in more detail. The adjacent properties to the south and east include preliminary plat approved (not built) residential subdivisions and to the north are developed LIBP properties. For example, the LI zone allows for residential development and prohibits "high technology" uses. In comparison, the recently adopted Business Park zone, allows high-tech uses, allows for 2 acre lots, and prohibits residential development.

Based upon a review of the newly adopted BP zone, which was not in effect at the time that the Applicant was initially discussing this request with the City, and after discussing this issue further with Staff, the Applicant believes the new BP zone better implements the City's long range planning goals for this area than does the LI zone. As such, the Applicant is still requesting a change in Comprehensive Plan designation from LIBP to Industrial, but is now requesting its zoning designation be amended to BP rather than LI. Both BP and LI are implementing zones of the Industrial Comprehensive Plan designation.

While there are several reasons why the BP zone better implements the City's goals for this area, two are primary: first, the City has indicated it wishes to discourage further residential development in this immediate area; second, the City does not want to preclude the opportunity for Hi Tech uses to occur on these properties.

While the City appears to not want to encourage residential development in this immediate vicinity, there is some nearby residentially zoned and built property to the east. This residential property does, however, have the barrier of Parker Street between it and this property. There is also a parcel of property immediately to the north that while commercially zoned does have preliminary plat approval for a residential subdivision. This preliminary plat was approved several years ago, but has not yet been constructed. The Applicant does not know if it will ever be constructed, but for the purposes of this application the applicant assumes that it will.

One could argue that property developed under the LI zone might be more compatible with this nearby residential property than would BP zoning, because the LI zone expressly allows for...
residential uses. However, there is no assurance, or even likelihood, that if the Applicant's property were zoned LI, it would be developed as residential.

The remaining non-residential uses in the BP zone are similar in nature to those provided for in the LI zone and may even provide a wider range of commercial uses. Commercial uses are routinely located adjacent to or integrated within residential neighborhoods. Based upon the preliminary plat of the property to the north and the existing transportation network, there would be a street, and likely sidewalks and landscaping between any development of the Applicant's property and any of the surrounding residential development or residentially zoned properties.

While the BP zone does allow Hi Tech uses, based upon the size, shape and topography of the Applicant's parcels, even if aggregated, it would be unlikely that these parcels would be desirable to large Hi Tech manufacturing companies; particularly due their proximity to the adjacent residential preliminary plat. Thus, while one could argue that Hi Tech uses might be incompatible with adjacent residential uses, the likelihood of those occurring on this site is small.

Finally, the BP zone also includes certain design standards, that, when read as whole, would likely be more aesthetically or architecturally compatible with nearby residentially developed or to be developed property than development under the LI zoning, which contains no design standards other than the City’s general design review process.

The City has indicated it does not want to preclude by zoning, the potential Hi Tech use of these parcels. Most of the Hi Tech sites are well over 100 acres, some, many more than that. The design standards, including setbacks, for the LIBP zone, were created to foster and be applied to Hi Tech campus developments like Sharp and Wafer Tech. The Applicant’s parcels, even if aggregated, are only about 30 acres in size. However, it is possible that a nearby company like Sharp, might someday desire to expand onto this site. Based upon the amount of land Sharp currently owns, that is unlikely, but rezoning the property to LI would preclude whatever chance there was for that to occur should the need arise. However unlikely, the use of BP zoning rather than LI zoning would preserve the opportunity for Hi Tech uses on these parcels.

B. Staff discussed concerns with potential conflicts with the dimensional standard of the adjacent LI/BP lands. The light industrial standard allows lots as small as 10,000 square feet, in comparison to the 10 acre minimum in the LIBP zone.

The Applicant does not believe that either lot size or the number of lots that were potentially developable under either the LI or BP zone, would cause conflicts with the LIBP zoned lands to the east or north. The setbacks in the LIBP zone are very large due to the potential use of dangerous chemicals in some of the manufacturing processes used in the manufacture of Hi Tech products and also because of the size and scale of the facilities themselves. Having more or smaller parcel sizes would seem to more likely lead to smaller scale development that would have fewer potential impacts on the LIBP or the nearby residentially zoned properties.

There are setbacks provided for in both the LI and BP zones that would add to the otherwise already large buffers of the LIBP zone. It is worth noting, however, that the minimum lot size in
the BP zone is approximately twice as large as the minimum lot size in the LI zone; and so to the extent there could be any adverse impacts to the LIBP zoned lands from adjacent smaller lots, those impacts would be substantially less in the BP zone.

C. Parker Village (file#SUB05-02), an approved preliminary plat, includes a stormwater facility and associated wetland mitigation on a portion of one of the parcels that are included in the proposed CPA. Please clarify as part of the application, if this area was conveyed by easement, tract, BLA or other agreement.

At the time of the Parker Village preliminary plat approval, the developer approached the Applicant to explore integration of the respective properties’ storm water and transportation improvements. Early discussions involved the sharing of road right of way for dedication to the City, construction of a road, and the creation of a joint storm facility to accommodate the regulatory storm water needs of both properties. The City, at the time of the preliminary plat, was supportive of these concepts, because they provided for the construction of a public road in this area and for the consolidation of storm water impacts.

Because of the lack of progress on the construction of the preliminary plat and the eventual takeover of the project by the bank, the Applicant is unaware of the status of the Parker Village preliminary plat or whether the current owner wishes to continue discussions regarding ways in which the properties might mutually benefit one another. The Applicant still believes that there may be good reasons to explore cooperation with the new owner of the preliminary plat, but further discussion needs to take place. These potential solutions for infrastructure in this area will not change regardless of whether the zoning changes or stays the same.
PRE APPLICATION NARRATIVE FOR ANNUAL REVIEW

Introduction

The Applicant is the owner of tax parcels 125623000, 125193000 and 125185000 (hereinafter the “Property”), located in the City of Camas. The Applicant is requesting a Pre Application conference with the City to discuss amendment of the City’s Comprehensive Plan and zoning designations for the subject parcels from LIBP/LIBP to Industrial/Light Industrial (LI). CMC 18.51.010 provides the issues and criteria for the application. These criteria are individually identified and addressed below.

Discussion

A. Statement of what is proposed and why

The Applicant believes that based upon the evolving employment opportunities for this area, the recent Comprehensive Plan changes to a large portion of the Grass Valley area away from LIBP, and new businesses locating in the area such as Fisher Investments and the tool company that is in the process of siting a small manufacturing facility next door, that the Property is better suited in both the short term and the long term planning horizon under the City’s Comprehensive Plan to being zoned LI rather than BP.

B. Anticipated impacts of the change and issues presented
Based upon a comparison of the use tables provided for in the City’s zoning code, there is a range of industrial activities that could occur in either zone. The LIBP zone was primarily intended for, and has been utilized by, large industrial manufacturers such as Wafertech (263 acres), Sharp (118 acres) and others. The uses allowed in LI are more varied, but would typically be smaller in scope and create fewer adverse environmental impacts. As such, the impacts to the surrounding neighborhood, air, soil, water and the transportation system, would likely be less if the property was developed under the LI zoning designation.

C. Why the current Plan is deficient or not continue in effect

The current LIBP zoning for this property is currently limiting the ability of the property to create jobs and tax base. As indicated, the current LIBP zoning allows for large scale industrial development in a large campus environment. It may not be impossible to someday site a large employment use like an “Intel” on the Property if its zoning remains LIBP. However, due to the smaller size of the parcels (even if aggregated), the potential for such use will be very limited. Additionally, the wider range of employment uses provided for in the LI zone and the development standards applied in each zone (setbacks in LIBP are far greater, thus materially limiting the developable area of the parcels), substantially increase the marketability of the Property to potential employers if the property is zoned LI rather than LIBP. In many cases, the jobs per acre and average wage can be as high or higher for the smaller or “boutique” manufactures such as a tool company or a professional office as those created by some of the large manufacturing facilities.

D. Compliance with the Growth Management Act,
(1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

(2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

(3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

(4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

(5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.
(6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

(7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

(8) Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.

(9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

(10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

(11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.
(12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

(13) Historic preservation. Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.

The ability of the City to further twelve of the thirteen goals of the GMA is the same whether the property is zoned LI or LIBP. One could argue that the goals of reducing urban sprawl and protection of private property rights are furthered slightly more with a change to LI. The one goal that is more likely to be better achieved through the proposed Comprehensive Plan and zone change is Goal 5, Economic Development. The reason for this is that based upon parcel size, topography, (which relates to parcel size, in that if a site is in excess of 100 acres for example, a material portion of it can be on steeper slopes that are left undeveloped, whereas a smaller parcel or group of parcels would need to utilize a much higher percentage of the land), economic development trends and the wider range of uses available in the LI zone, the Applicant’s Property should be able to be developed much sooner for employment purposes than if the Property remains in LIBP. Earlier development means more jobs sooner and an earlier increase in the City’s tax base.

E. Changes needed to the City’s Water, Sewer, Storm water or Shorelines Plans
The proposed changes to the Comprehensive Plan and zoning would not require any change in the City’s Sewer, Water, Storm Water or Shorelines Plans. It is unlikely that on a property of this small size, that any development could occur that would create unique or extraordinary pressures on the City’s utilities, such as a wafer plant or other large manufacturing facility can, i.e. water or electricity.

F. **Needed Capital Improvements**

Similar to the lack of need to amend the City’s major Capital Facilities planning documents, no additional capital improvements, not otherwise contemplated in the City’s Capital Facilities Plans, would be required if the Applicant’s proposal is adopted. Depending upon the manner in which the parcels are developed, frontage improvements and utility extensions would be needed. These are routinely required and done in conjunction with all new development. These are normally developer funded.

G. **Are changes needed to the City’s or County’s code?**

There are no changes to the City’s or County’s codes, plans or regulations that would be needed to grant the Applicant’s request, in addition to those requested in this application.

H. **State Environmental Policy Act**

The full application submittal for the Annual Review process triggers analysis under the State Environmental Policy Act (SEPA). This will result in a Threshold Determination by the City, which is the lead agency for SEPA purposes for this land use application. However, SEPA is not
required for a pre application submittal. A full SEPA checklist will be submitted with the full application.

CONCLUSION

Granting the Applicant’s request to change the Property’s Comprehensive Plan designation from LIBP to Industrial and the Property’s zoning from LIBP to LI will not thwart either the goals of the Growth Management Act, nor the goals and policies provided for in the City’s Comprehensive Plan. However, granting the Applicant’s request will further both of those by enhancing the economic viability of the Property to create jobs and tax base for the City.
ENVIRONMENTAL CHECKLIST
WAC 197-11-960

Purpose of checklist:

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project, if applicable:

Daley, MacDonald & Mackay Property – Comprehensive Plan Amendment and Rezone Request for

Revised: 01/14/13
Parcels: 125623-000, 125193-000, and 125185-000

2. Name of applicant:

   Dennis W. Daley
   462 Stevens Avenue Suite 201
   Solana Beach, CA. 92075
   Phone: 858-401-3601
   Email: ddaley@daley-heft.com

   The MacDonald Clark County Living Trust
   Douglas MacDonald, Trustee
   6925 Sunnyside Blvd.,
   Marysville WA 98270
   Phone: 408-355-5820
   Email: iccclassc@gmail.com

   Mackay Family Clark County Properties LLC
   Dan Mackay, Trustee
   4041 NW Sierra Drive
   Camas WA. 98607
   Phone: 360-921-0134
   Email: dpm30@comcast.net

3. Address and phone number of applicant and contact person:

   Randy Printz
   Landerholm Law Firm
   805 Broadway Suite 1000
   Vancouver, WA. 98666
   Randv.printz@landerholm.com
   (360) 696-3312

   a. Name of person completing form:

      Randy Printz
      Landerholm Law Firm
      805 Broadway Suite 1000
      Vancouver, WA. 98666
      Randv.printz@landerholm.com
      (360) 696-3312

4. Date checklist prepared:
   January 26, 2013

5. Agency requesting checklist:
   City of Camas
6. Proposed timing or schedule (including phasing, if applicable): The proposed change would take place this year. Ultimate construction of the project could be one to five years away.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
   None, project intent will be a full build-out of the rezoned site.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
   GIS indicates that the presence of hydric soils may exist and a very small amount of land exceeds 15% slope.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
   None that Applicant is aware of.

10. List any governmental approvals or permits that will be needed for your proposal, if known.
    Approval from City of Camas for the comprehensive plan amendment and rezone.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description).
    The Applicant requests that the City of Camas redesignate the current comprehensive plan designation of this Light Industrial/Business Park (LI/BP) parcels to Industrial (I). Further the applicant requests a zone change from its current zone of Light Industrial/Business Park (LI/BP) to Business Park (BP). The aggregate size of the parcels is approximately 28.19 acres.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.
    The three parcels of land are located in the NE ¼ Sec 8, T1N, R3E; SE ¼ Sec 5, T1N, R3E; and the SW ¼ Sec 4, T1N, R3E of the Willamette Meridian. The land is located north of Northwest 18th Avenue and west of NW Brady Road.

B. ENVIRONMENTAL ELEMENTS

1. Earth
   a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other . . . . . . . . . .
      The property slopes downward to the northeast.
   b. What is the steepest slope on the site (approximate percent slope)?

City of Camas SEPA Checklist
2. Air
   a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.  
      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.
   b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.  
      No.
   c. Proposed measures to reduce or control emissions or other impacts to the air, if any:  
      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

GIS indicates that 89% of the property falls within the 0-10% slope range, 10% of the property is at 10-15% slope range and the remaining 1% of the site falls within a 15-25% slope range.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. 
GIS indicates that the majority of the site contains the soil type of PoB (Powell silt loam 0-8%) and a very small amount of the site is classified as OdB (Odne silt loam 0-5%).

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.  
   To the Applicant’s knowledge, there are no surface indications or history of unstable soils in the immediate area.

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed.  
   Indicate source of fill.  
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.  
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?  
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:  
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.
3. Water
   a. Surface:
      1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.
         There is a small amount of hydric soils one of the parcels mapped by GIS.
      2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.
         Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.
      3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
         N/A
      4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.
         No surface water withdrawals or diversions are proposed. Stormwater will be addressed with future applications.
      5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.
         No.
      6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.
         No.
   b. Ground:
      1) Will ground water be withdrawn, or will water be discharged to ground water?
         Give general description, purpose, and approximate quantities if known.
         Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.
      2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.
         Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.
c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. 
Current runoff will not be increased by this proposal. This issue will be addressed at a future site plan review.

2) Could waste materials enter ground or surface waters? If so, generally describe.
Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:
Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

4. Plants

a. Check or circle types of vegetation found on the site:
   deciduous tree: alder, maple, aspen, other
   evergreen tree: fir, cedar, pine, other
   shrubs
   grass
   pasture
   crop or grain
   wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
   water plants: water lily, eelgrass, milfoil, other
   other types of vegetation

b. What kind and amount of vegetation will be removed or altered?
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

c. List threatened or endangered species known to be on or near the site.
The site is located within what is commonly referred to as the Pacific Flyway.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

5. Animals
a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

   birds: hawk, heron, eagle, songbirds, other:
   mammals: deer, bear, elk, beaver, other:
   fish: bass, salmon, trout, herring, shellfish, other:

b. List any threatened or endangered species known to be on or near the site.
   None to the Applicant's knowledge.

c. Is the site part of a migration route? If so, explain.
   The area is within the Pacific Flyway.

d. Proposed measures to preserve or enhance wildlife, if any:
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

6. Energy and natural resources

   a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

   b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
      No.

   c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:
      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

7. Environmental health

   a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.
      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

      1) Describe special emergency services that might be required.
Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

2) Proposed measures to reduce or control environmental health hazards, if any:
Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
The primary noise source comes from traffic.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.
Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

3) Proposed measures to reduce or control noise impacts, if any:
Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties?

Site: Vacant land
South and East: Parker Village, a preliminary approved subdivision, Brady Rd. and residential uses beyond Brady Road.
West: Sharp Electronics, a 118 acre site
South: Across 18th Street, Prune Hill Elementary School, residential uses, City of Camas Park and Hidden Gardens commercial nursery and landscaping
North: Linear Technology Corp., Heraeus Shin-Etsu America and Furuano USA.

b. Has the site been used for agriculture? If so, describe.
Farmers have utilized the land for hay production in the past.

c. Describe any structures on the site.
None.

d. Will any structures be demolished? If so, what?
Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

e. What is the current zoning classification of the site?
The zoning is Light Industrial/Business Park (LI/BP).

f. What is the current comprehensive plan designation of the site?
   The comprehensive plan designation is Light Industrial/Business Park (LI/BP).

g. If applicable, what is the current shoreline master program designation of the site?
   None.

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.
   A very small portion of the site contains hydric soils as based on data available from GIS. As part of the development of the property, environmental reports will be prepared during the plan review stage with Camas.

i. Approximately how many people would reside or work in the completed project?
   At 10-20 jobs per acre, 280-560 people could be employed on the site in the future.

j. Approximately how many people would the completed project displace?
   None.

k. Proposed measures to avoid or reduce displacement impacts, if any:
   No measures to avoid or reduce displace impacts are necessary or proposed.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
   The proposal is in compliance with the requisite section of the City of Camas Comprehensive Plan and Zoning Ordinance.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
   None.

c. Proposed measures to reduce or control housing impacts, if any:
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

10. Aesthetics
a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

b. What views in the immediate vicinity would be altered or obstructed?
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

c. Proposed measures to reduce or control aesthetic impacts, if any:
   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

11. Light and glare

   a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

   b. Could light or glare from the finished project be a safety hazard or interfere with views?
      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

   c. What existing off-site sources of light or glare may affect your proposal?
      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

   d. Proposed measures to reduce or control light and glare impacts, if any:
      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

12. Recreation

   a. What designated and informal recreational opportunities are in the immediate vicinity?
      To the south is a school with play fields and some park land.

   b. Would the proposed project displace any existing recreational uses? If so, describe.
      No.

   c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:
      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.
13. Historic and cultural preservation

a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. None known to the applicant's knowledge.

b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site. None known to the applicant's knowledge.

c. Proposed measures to reduce or control impacts, if any: An archaeological predetermination will eventually be required as the site is located in the high archaeological predictive category according to Clark County GIS mapping.

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. The subject properties are comprised of approximately 28 acres of land located north of NW 18th Avenue and west of NW Brady Road.

b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? C-Tran does not currently service this area. The nearest stop is located at Fishers Landing Park and Ride Transit Center approximately 2.7 miles way.

c. How many parking spaces would the completed project have? How many would the project eliminate? Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private). The rezone and comprehensive plan change will not cause a need for transportation improvements. Future development may or may not trigger such a need depending upon what is developed and when.

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. No.

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.
Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

g. Proposed measures to reduce or control transportation impacts, if any:
Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.
No.

b. Proposed measures to reduce or control direct impacts on public services, if any.
Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

16. Utilities

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.
These utilities are either on the site or available to the site and will be extended at the time of site development.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.
Water: City of Camas
Sewer: City of Camas
Telephone: Qwest/Comcast
Electricity: Clark PUD
Refuse: Waste Management

C. SIGNATURE

Under the penalty of perjury, the above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Print name: Daniel P. Mackay

Date Submitted:
D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

*(do not use this sheet for project actions)*

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review. The impacts of development under LIBP or BP would likely be similar.

   a. Proposed measures to avoid or reduce such increases are:

      All approval requirements will be complied with, including stormwater discharge.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

   Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review. However the impacts of development under LIBP and BP would likely be similar.

   a. Proposed measures to protect or conserve plants, animals, fish, or marine life are:

      Not applicable to this proposal, as it is a request for a comprehensive plan amendment and rezone. This issue will be addressed at a future site plan review.

3. How would the proposal be likely to deplete energy or natural resources?

   Potential future development will use some energy resources, probably fewer with BP zoning than LIBP zoning, but very difficult to determine at this time.

   a. Proposed measures to protect or conserve energy and natural resources are:

      Comply with all requirements for approval.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

   Not currently applicable, see SEPA checklist. Future projects will be conducted in accordance with requisite ordinances and mitigation measures.

   a. Proposed measures to protect such resources or to avoid or reduce impacts are:

      Not currently applicable. Comply with measure to reduce potential impacts.
5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?
   Not applicable.

   a. Proposed measures to avoid or reduce shoreline and land use impacts are:
      Not applicable.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?
   Future projects could increase transportation and the demand for public services, but will compensate with payment of applicable impact fees and compliance with appropriate conditions of approval.

   a. Proposed measures to reduce or respond to such demand(s) are:
      Payment of impact fees.

Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

   Not applicable, environmental issues will not be affected by this proposal.
• Second Narrative (February 25, 2013)
SECOND SUPPLEMENTAL NARRATIVE FOR ANNUAL REVIEW

Introduction

The Applicant submitted a detailed narrative with the pre application conference addressing many of the City's Comprehensive Plan, goals and policies provided for in CMC 18.51. Due to the Applicant's change of request from LI to BP, the City requested that the Applicant further address the criteria in CMC 18.51.010 as it relates to the requested BP zone.

The Applicant is the owner of tax parcels 125623000, 125193000 and 125185000 (hereinafter the “Property”), located in the City of Camas. The Applicant is requesting an amendment of the City's Comprehensive Plan and zoning designations for the subject parcels from LIBP/LIBP to a comprehensive plan designation of Industrial/Light Industrial (LI) and the zoning designation be amended to Business Park (BP). CMC 18.51.010 provides the issues and criteria for the application. These criteria are individually identified and addressed below.

Discussion

A. Statement of what is proposed and why

The Applicant believes that based upon the evolving employment opportunities for this area, the recent Comprehensive Plan changes to a large portion of the Grass Valley area away from LIBP, and new businesses locating in the area such as Fisher Investments and the tool company that is in the process of siting a small manufacturing facility next door, that the Property is better suited
in both the short term and the long term planning horizon under the City’s Comprehensive Plan
to being zoned BP rather than LI.

B. Anticipated impacts of the change and issues presented

Based upon a comparison of the use tables provided for in the City’s zoning code, there is a
range of industrial activities that could occur in either zone. The LIBP zone was primarily
intended for, and has been utilized by, large industrial manufacturers such as Wafertech (263
acres), Sharp (118 acres) and others. The uses allowed in BP are more varied, but would
typically be smaller in scope and create fewer adverse environmental impacts. As such, the
impacts to the surrounding neighborhood, air, soil, water and the transportation system, would
likely be less if the property was developed under the BP zoning designation.

C. Why the current Plan is deficient or not continue in effect

The current LIBP zoning for this property is currently limiting the ability of the property to
create jobs and tax base. As indicated, the current LIBP zoning allows for large scale industrial
development in a large campus environment. It may not be impossible to someday site a large
employment use like an “Intel” on the Property if its zoning remains LIBP. However, due to the
smaller size of the parcels (even if aggregated), the potential for such use will be very limited.
Additionally, the wider range of employment uses provided for in the BP zone and the
development standards applied in each zone (setbacks and minimum lot area in LIBP are far
greater, thus materially limiting the developable area of the parcels), substantially increase the
marketability of the Property to potential employers if the property is zoned BP rather than LIBP.
The BP zone also includes certain design standards, that, when read as whole, would likely be more aesthetically or architecturally compatible with nearby residentially developed or to be developed property than development under the LI zoning, which contains no design standards other than the City's general design review process. In many cases, the jobs per acre and average wage can be as high or higher for the smaller or “boutique” manufactures such as a tool company or a professional office as those created by some of the large manufacturing facilities.

D. Compliance with the Growth Management Act.

(1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

(2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

(3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

(4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

(5) Economic development. Encourage economic development throughout the
state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

(6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

(7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

(8) Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.

(9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.
Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

Historic preservation. Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.

The ability of the City to further twelve of the thirteen goals of the GMA is the same whether the property is zoned BP or LIBP. One could argue that the goals of reducing urban sprawl and protection of private property rights are furthered slightly more with a change to BP. The one goal that is more likely to be better achieved through the proposed Comprehensive Plan and zone change is Goal 5, Economic Development. The reason for this is that based upon parcel size, topography, (which relates to parcel size, in that if a site is in excess of 100 acres for example, a
material portion of it can be on steeper slopes that are left undeveloped, whereas a smaller parcel
or group of parcels would need to utilize a much higher percentage of the land), economic
development trends and the wider range of uses available in the BP zone, the Applicant's
Property should be able to be developed much sooner for employment purposes than if the
Property remains in LIBP. Earlier development means more jobs sooner and an earlier increase
in the City's tax base.

E. Changes needed to the City's Water, Sewer, Storm water or Shorelines Plans

The proposed changes to the Comprehensive Plan and zoning would not require any change in
the City's Sewer, Water, Storm Water or Shorelines Plans. It is unlikely that on a property of
this small size, that any development could occur that would create unique or extraordinary
pressures on the City's utilities, such as a wafer plant or other large manufacturing facility can,
i.e. water or electricity.

F. Needed Capital Improvements

Similar to the lack of need to amend the City's major Capital Facilities planning documents, no
additional capital improvements, not otherwise contemplated in the City's Capital Facilities
Plans, would be required if the Applicant's proposal is adopted. Depending upon the manner in
which the parcels are developed, frontage improvements and utility extensions would be needed.
These are routinely required and done in conjunction with all new development. These are
normally developer funded.

G. Are changes needed to the City's or County's code?
There are no changes to the City’s or County’s codes, plans or regulations that would be needed to grant the Applicant’s request, in addition to those requested in this application.

H. **State Environmental Policy Act**

The full application submittal for the Annual Review process triggers analysis under the State Environmental Policy Act (SEPA). This will result in a Threshold Determination by the City, which is the lead agency for SEPA purposes for this land use application. However, SEPA is not required for a pre application submittal. A full SEPA checklist will be submitted with the full application.

**CONCLUSION**

Granting the Applicant’s request to change the Property’s Comprehensive Plan designation from LIBP to Industrial and the Property’s zoning from LIBP to BP will not thwart either the goals of the Growth Management Act, nor the goals and policies provided for in the City’s Comprehensive Plan. However, granting the Applicant’s request will further both of those by enhancing the economic viability of the Property to create jobs and tax base for the City.
• GIS Packet
DEVELOPER'S

GIS

PACKET

Produced By:
Clark County Geographic Information System

For:
LANDERHOLM
Stacey Shields
360.816.2530

Subject Property Account Number(s):
125623000
125193000
125185000

PDF # 104868

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<td>Water, Sewer and Storm Systems Map</td>
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Mailing Information:
Account No.: 125623000, 125193000, 125185000
Owner: DALEY DENNIS W 50% INT
Address: 462 STEVENS AVE STE 201
C/S/Z: SOLANA BEACH, CA 92075
Assessed Parcel Size: 28.19 Ac
Property Type: UNUSED OR VACANT LAND - NO IMPROVEMENTS

PARCEL LOCATION FINDINGS:
Quarter Section(s): NE 1/4, S08, T1N, R3E, SE 1/4, S05, T1N, R3E, SW 1/4, S04, T1N, R3E
Municipal Jurisdiction: Camas
Urban Growth Area: Camas
Zoning: LI/BP
Comprehensive Plan Designation: LI/BP
Columbia River Gorge NSA: No Mapping Indicators
Building Moratorium: No Mapping Indicators
Late-Comer Area: No Mapping Indicators
Trans. Impact Fee Area: Camas
Park Impact Fee District: 0
Neighborhood Association: No Mapping Indicators
School District: Camas
   Elementary School: Grass Valley, Prune Hill
   Junior High School: Skyridge Middle
   Senior High School: Camas
Fire District: Camas
Sewer District: Camas
Water District: Camas
Wildland: 500+ elev. & forest, slopes, or no FD,
   500+ elev. and nothing else,
   No Mapping Indicators

ENVIRONMENTAL CONSTRAINTS:
Soil Type(s): OdB, 8.0% of parcel
   PcE, 92.0%
Hydric Soils: Hydric, 8.0% of parcel
   Non-Hydric, 92.0%
Flood Zone Designation: Outside Flood Area
CARA: Category 2 Recharge Areas
Liquefaction Susceptibility: Bedrock
NEHRP: B
Slope: 0 - 5 percent, 30.6% of parcel
   10 - 15 percent, 9.8%
   15 - 25 percent, 10.0%
   5 - 10 percent, 58.6%
Landslide Hazards: Slopes > 15%
Slope Stability: No Mapping Indicators
Priority Habitat and Species Areas: No Mapping Indicators,
   Riparian Habitat Conservation Area
Priority Species Area Buffer: No Mapping Indicators
Priority Habitat Area Buffer: No Mapping Indicators
Archeological Predictive: High (80 - 100 percent), 24.3% of parcel
   Low-Moderate (20 - 40 percent), 33.0%
   Moderate-High (60 - 80 percent), 14.9%
   Moderate (40 - 60 percent), 27.8%
Archeological Site Buffers: No Mapping Indicators

***NOTE***
This data is compiled from many sources and scales. Clark county makes this information available as a service, and accepts no responsibility for any inaccuracy, actual or implied.
2012 Aerial Photography with Contours

Account No: 125623000, 125193000, 125185000
Owner: DALEY DENNIS W 50% INT
Address: 463 STEVENS AVE STE 201
C/S/Z: SOLANA BEACH, CA 92075

Proposed Development Area
2' Elevation Contours

1:2,400

125623000
125193000
125185000

0 100 200 300 Feet

Developed GIS Packet: Page 5 of 16
Comprehensive Plan Designation

Account No: 125623000, 125193000, 125185000
Owner: DALEY DENNIS W 50% INT
Address: 402 STEVENS AVE STE 201
GIS: SOLANA BEACH, CA 92075
Environmental Constraints

Account No: 125623000, 125193000, 125185000
Owner: DALEY DENNIS W 60% INT
Address: 462 STEVENS AVE STE 201
C/S/Z: SOLANA BEACH, CA 92075

Subject Parcel

Public Road
Transportation or Major Utility Easements
100 year Floodplains
Floodway
Floodway
Hydric Soils
Shorelines
Welland Inventory
Non-invasive Habitat or Species Area

Information on this form was generated from aerial imagery. Clark County accepts no responsibility for any inaccuracies that may be present.
NOTICE: DEVELOPER’S PACKETS CONTAIN
THE UPDATED SHORELINE DESIGNATION MAP LAYER

Mapping of Shoreline Master Program (SMP) Shoreline Designations (SDs)

Clark County jurisdictions formed a coalition and worked together, with oversight from the Washington State Department of Ecology, to update their local SMPs and Shoreline Designation (SD) Maps. Updated shoreline designations have been mapped countywide and are now shown in Developer’s Packets. However, because the coalition jurisdictions are proceeding individually toward local adoption and Ecology approval of their SMPs and SD Maps, their SD Maps will become effective at different times throughout the rest of 2012 and into 2013. Therefore, it is important to understand that some projects fall under the new designations and some are still regulated based on prior designations.

Interim and newly adopted Shorelines Master Program (SMP) Shoreline Designation (SD) Map layers can be viewed in MapsOnline until the SMP update process for Clark County jurisdictions is complete. The interim map layer entitled *Interim Shoreline Designations* applies to projects in jurisdictions where the newly adopted SD Maps are not yet effective. The *Shoreline Designation* map layer applies to jurisdictions where the newly adopted SD maps have become effective.

It is important to review the SMP status for the jurisdiction in which your project is located to determine which map layer and shoreline designations apply.

The appropriate shoreline map layer and a link to each jurisdiction's SMP website is listed below:

**Clark County** - As of September 12, 2012, newly adopted shoreline designations are represented in the Shoreline Designations map layer in Developer’s Packets

http://www.clark.wa.gov/planning/land_use/shoreline.html

Vancouver and Camas – As of September 24, 2012, new SMP designations took effect for both Camas and Vancouver. New Shoreline Designations are represented in Developer’s Packets.


Camas - http://www.ci.camas.wa.us/index.php/planning/planningcurrentissues

Other jurisdictions – Refer to the Interim Shoreline Designations map layer in MapsOnline until the updated Shoreline Designation Map becomes effective, at which time the Shoreline Designations map layer will take effect.


**La Center** - http://www.ci.lacenter.wa.us/city_departments/city_planner.html


RESOLUTION NO. 1372

A RESOLUTION revising and extending the Comprehensive Street Program for an additional six (6) years.

WHEREAS, pursuant to the requirements of RCW 35.77.010, the City of Camas did, by Resolution No. 1242 adopt a Comprehensive Street Program for the ensuing six (6) years, and

WHEREAS, said law requires the City revise and extend said Comprehensive Street Program annually, and

WHEREAS, pursuant to said law, the City Council of the City of Camas being the legislative body of said City did hold a public hearing on said revised Comprehensive Plan at 7:00 p.m. at the Camas Municipal Center in Camas, Washington, on the 3rd day of June 2013, and

WHEREAS, there were no written or oral objections to the revised Comprehensive Plan as prepared by the City of Camas relative to the street program for the ensuing six (6) years within the City of Camas.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Camas heretofore adopted and revised by the City Engineer for the City of Camas, as submitted to the City Council for the City of Camas, be and the same is hereby adopted and extended for an additional six (6) year period from the date thereof.

BE IT FURTHER RESOLVED, that the City Clerk file a copy of said revised Comprehensive Street Program for the ensuing six (6) years, together with a copy of this resolution, with the Secretary of Transportation of the State of Washington.

PASSED by the Council and APPROVED by the Mayor this 17th day of June 2013.

SIGNED: ________________________________ Mayor

ATTEST: _________________________________ Clerk

APPROVED as to form:

______________________________
City Attorney
### Project Identification

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### Project Costs in Thousands of Dollars

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<th>Expenditure Schedule (Local Agency)</th>
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### Description of Work to be Done

- **NW 38th Ave**
  - From NW Parker to Grass Valley Park
  - 16' wide widening, bike lanes

- **NW 6th Ave**
  - From NW Nonwood St. to NE Adams
  - Widening, bike lanes

- **NW Friesen St. & Goodwin Rd.**
  - From NW Lake Rd. to Camas Meadows
  - Widening, bike lanes, signal upgrade

- **SE Armstrong St.**
  - From to NW Parker

### Additional Details

- **Report Date:** May 14, 2012
- **Page 1**
- **v. 5.7 - Supersedes previous editions**
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Report Date: May 14, 2012

Page 2

v. 5.7 - Supersedes previous editions
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### Expenditure Schedule (Local Agency)

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### Notes
- CE phase began 1/2017
- PB phase began 1/2017
- PB phase began 1/2018
- PB phase began 1/2017
- PB phase began 1/2017

### Report Date
- May 14, 2012

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v. 5.7 - Supersedes previous editions
### Project Identification

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<th>B. Bridge No.</th>
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<th>D. Street/Road Name or Number</th>
<th>E. Beginning MP or Road - Ending MP or Road</th>
<th>F. Describe Work to be Done</th>
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### Project Costs in Thousands of Dollars

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### Fund Source Information

- Federal Fund Code
- Federal Cost by Phase
- State Fund Code
- State Funds
- Local Funds
- Total Funds

### Expenditure Schedule (Local Agency)

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### Federally Funded Projects Only

- Yes
- No

### Report Date: May 14, 2012
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**Report Date:** May 14, 2012  
**Page 5**  

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**Project Identification**
- **A.** PIN/Federal Aid No.
- **B.** Bridge No.
- **C.** Project Title
- **D.** Street/Road Name or Number
- **E.** Beginning MP or Road
- **F.** Ending MP or Road
- **G.** Describe Work to be Done

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### Performance Measures

- **Hearing Date:** 6/3/2013
- **Adoption Date:**
- **Amendment Date:**
- **Resolution No.:**

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**Notes:**

- Supersedes previous editions

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**Page 10**
### Project Identification

- **A. PIN/Federal Aid No.**
- **B. Bridge No.**
- **C. Project Title**
- **D. Street/Road Name or Number**
- **E. Beginning MP or Road**
- **F. Ending MP or Road**
- **G. Describe Work to be Done**

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### Project Costs in Thousands of Dollars

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### Expenditure Schedule (Local Agency)

- **1st Year:** 5
- **2nd Year:** 5
- **3rd Year:** 5
- **4th Thru 6th Year:** 5

### Report Date

- **May 14, 2012**

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## Six Year Transportation Improvement Program

**From** 2014 **to** 2019

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**Summary**

- **Project 00-49**
  - From: NE 222nd Ave @ 9th St.
  - To: Roundabout
  - Phase: PE
  - Start Date: 1/1/2019
  - Cost: 5

- **Project 00-50**
  - From: NE 222nd Ave @ Interchange
  - To: Roundabout
  - Phase: PE
  - Start Date: 1/1/2019
  - Cost: 5

- **Project 00-51**
  - From: Pavement Treatment (maintenance & preservation)
  - To: Overlays, surface treatment
  - Phase: CN
  - Start Date: 1/1/2014
  - Cost: 4200

- **Project 00-52**
  - From: Citywide
  - To: Reconstruct
  - Phase: ALL
  - Start Date: 1/1/2016
  - Cost: 1000

**Total Costs**

- 4200
- 4200
- 700
- 700
- 700
- 2100

**Expenditure Schedule**

- 1000
- 1000
- 250
- 750

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<th>Phase Start</th>
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### Project Costs in Thousands of Dollars

<table>
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### Expenditure Schedule (Local Agency)

<table>
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<tr>
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<tr>
<td>1st</td>
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### Federally Funded Projects Only

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<th>R/W Required Date (MM/YY)</th>
<th>Envir. Type</th>
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### Report Date

May 14, 2012

Page 15

v. 5.7 - Supersedes previous editions
### Project Identification

<table>
<thead>
<tr>
<th>Functional Class</th>
<th>Priority Number</th>
<th>Project Identification</th>
<th>PIN/Federal Aid No.</th>
<th>Bridge No.</th>
<th>Project Title</th>
<th>Street/Road Name or Number</th>
<th>Beginning MP or Road</th>
<th>Ending MP or Road</th>
<th>Describe Work to be Done</th>
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<tr>
<td>02</td>
<td>61</td>
<td>NE 3rd Ave, Washougal River Bridge</td>
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### Project Costs in Thousands of Dollars

<table>
<thead>
<tr>
<th>Phase Start</th>
<th>Project Phase</th>
<th>Federal Funding</th>
<th>Federal Fund Code</th>
<th>Federal Cost by Phase</th>
<th>State Fund Code</th>
<th>State Funds</th>
<th>Local Funds</th>
<th>Total Funds</th>
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<tbody>
<tr>
<td>1/1/2019</td>
<td>ALL</td>
<td>BR</td>
<td>800</td>
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### Expenditure Schedule (Local Agency)

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<th>1st</th>
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<tr>
<td>Total</td>
<td>800</td>
<td>200</td>
<td>1000</td>
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</table>

### Grand Totals for Camas

| Total | 1,800 | 6,020 | 40,380 | 49,100 | 9,525 | 1690 | 4,165 | 33,420 |

---

Report Date: May 14, 2012

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9. Appendices

A. Six Year Form Instructions

<table>
<thead>
<tr>
<th>Heading</th>
<th>Description</th>
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<tbody>
<tr>
<td>Agency</td>
<td>Enter name of the sponsoring agency.</td>
</tr>
<tr>
<td>County No.</td>
<td>Enter the assigned number (see LAG Appendix 21.44).</td>
</tr>
<tr>
<td>City No.</td>
<td>Enter the assigned number (see LAG Appendix 21.45).</td>
</tr>
<tr>
<td>MPO/RTPO</td>
<td>Enter the name of the associated MPO (if located within urbanized area) or</td>
</tr>
<tr>
<td></td>
<td>RTPO (if located in a rural area).</td>
</tr>
<tr>
<td>Hearing Date</td>
<td>Enter the date of the public hearing.</td>
</tr>
<tr>
<td>Adoption Date</td>
<td>Enter the date this program was adopted by council or commission.</td>
</tr>
<tr>
<td>Resolution No.</td>
<td>Enter Legislative Authority resolution number (if applicable.)</td>
</tr>
<tr>
<td>Amendment Date</td>
<td>Enter the date this program was amended by council or commission.</td>
</tr>
</tbody>
</table>

**Column Number**

1. **Functional Classification.** Enter the appropriate 2-digit code denoting the Federal Functional Classification. *(Note: The Federal Functional Classification must be one approved by FHWA.)*

<table>
<thead>
<tr>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td><strong>Rural (&lt; 5000 pop.)</strong></td>
<td><strong>Urban (&gt; 5000 pop.)</strong></td>
</tr>
<tr>
<td>00- No Classification</td>
<td>11 - Interstate</td>
</tr>
<tr>
<td>01 - Interstate</td>
<td>12 - Freeways &amp; Expressways</td>
</tr>
<tr>
<td>02 - Principal Arterials</td>
<td>14 - Other Principal Arterials</td>
</tr>
<tr>
<td>06 - Minor Arterials</td>
<td>16 - Minor Arterial</td>
</tr>
<tr>
<td>07 - Major Collector</td>
<td>17 - Collector</td>
</tr>
<tr>
<td>08 - Minor Collector</td>
<td>19 - Local Access</td>
</tr>
<tr>
<td>09 - Local Access</td>
<td></td>
</tr>
</tbody>
</table>

1. **Priority Numbers.** Enter local agency number identifying agency project priority (optional).

2. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Termini (milepost or street names); and (f) Describe the Work to be Completed.

4. **Improvement Type Codes.** Enter the appropriate federal code number.

SEE APPENDIX A
5. **Funding Status.** Enter the funding status for the entire project or phase that describes the current status.
   - **S** - Project is ‘selected’ by the appropriate selection body and funding has been secured by the lead agency.
   - **P** - Project is subject to selection by an agency other than the lead and is listed for planning purposes. (Funding has *not* been determined.)

6. **Total Length.** Enter project length to the nearest hundredth (or code “00” if not applicable).

7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that need to be relocated or are impacted by the construction project.
   - C - Cable TV
   - O - Other
   - S - Sewer (other than agency-owned)
   - W - Water
   - G - Gas
   - P - Power
   - T - Telephone

8. **Project Phase.** Select the appropriate phase code of the project.
   - **PE** - Preliminary Engineering, including Design (or Planning)
   - **RW** - Right of Way or land acquisition
   - **CN** - Construction only *(or transit planning or equipment purchase)*
   - **ALL** - All Phases: from Preliminary Engineering through Construction

9. **Phase Start Date.** Enter the *month/day/year* in MM/DD/YY format that the selected phase of the project is *actually* expected to start.

10. **Federal Fund Code.** Enter the Federal Fund code from the table.  
    
    SEE APPENDIX C

11. **Federal Funds.** Enter the total federal cost *(in thousands)* of the phase regardless of when the funds will be spent.

12. **State Fund Code.** Enter the appropriate code for any of the listed state funds to be used on this project.  
    
    SEE APPENDIX C

13. **State Funds.** Enter all funds from the State Agencies *(in thousands)* of the phase regardless of when the funds will be spent.

14. **Local Funds.** Enter all the funds from Local Agencies *(in thousands)* of the phase regardless of when the funds will be spent.
15. **Total Funds.** Enter the sum of columns 10, 12, and 14. (Auto-calculation in the “STIP Too” program.)

16-19. **Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years).** Enter the estimated expenditures (in thousands) of dollars by year. *(For Local Agency use.)*

20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. (This is “required” for **Federally funded projects**, but may be filled in for state or locally funded projects.)
   - EIS - Environmental Impact Statement
   - EA - Environmental Assessment
   - CE - Categorical Exclusion

21. **R/W Certification.** Click **Y** if Right of Way acquisition is or will be required. If yes, enter R/W Certification Date, if known. (This is “required” for **Federally funded projects**.
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<thead>
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<tr>
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<tr>
<td>03</td>
<td>Reconstruction, Added Capacity</td>
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<td>Reconstruction, No Added Capacity</td>
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<tr>
<td>05</td>
<td>4R Maintenance Resurfacing</td>
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<td>06</td>
<td>4R Maintenance - Restoration &amp; Rehabilitation</td>
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<td>07</td>
<td>4R Maintenance - Relocation</td>
</tr>
<tr>
<td>08</td>
<td>Bridge, New Construction</td>
</tr>
<tr>
<td>10</td>
<td>Bridge Replacement, Added Capacity</td>
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<td>11</td>
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<td>13</td>
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<td>Bridge Rehabilitation, No Added Capacity</td>
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<td>15</td>
<td>Preliminary Engineering</td>
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<td>Right of Way</td>
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<td>Construction Engineering</td>
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<td>Rail/Highway Crossing</td>
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<td>28</td>
<td>Facilities for Pedestrians and Bicycles</td>
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<tr>
<td>29</td>
<td>Acquisition of Scenic Easements and Scenic or Historic Sites</td>
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<td>30</td>
<td>Scenic or Historic Highway Programs</td>
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<td>Landscaping and Other Scenic Beautification</td>
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<td>Historic Preservation</td>
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<td>Preservation of Abandoned Railway Corridors</td>
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<td>Control and Removal of Outdoor Advertising</td>
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<td>Archaeological Planning &amp; Research</td>
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<td>Mitigation of Water Pollution due to Highway Runoff</td>
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<td>Establishment of Transportation Museums</td>
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## APPENDIX C
### FEDERAL FUND CODES

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<td>FTA Bus and Bus Facilities</td>
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<tr>
<td>5309(FG)</td>
<td>FTA Fixed Guideway Modernization</td>
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<td>5309(NS)</td>
<td>FTA New Starts</td>
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<td>FTA Elderly Persons and Persons with Disabilities</td>
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<td>FTA Rural Area Formula Grants</td>
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<td>FTA Job Access &amp; Reverse Commute Program (JARC)</td>
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<td>Bureau of Indian Affairs</td>
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<td>Interstate Maintenance Discretionary</td>
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<td>Discretionary- ITS</td>
<td>Intelligent Transportation Systems</td>
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<td>Discretionary- PLH</td>
<td>Public Lands Highways (Federal Lands)</td>
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<td>Scenic Byways</td>
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RESOLUTION NO. J13

A RESOLUTION OF THE CITY OF CAMAS, WASHINGTON,
establishing a school speed zone for the
Woodburn Elementary School.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

There is hereby established a school speed zone for Woodburn Elementary School on Northeast Woodburn Drive from 41 feet west of SE 283rd Avenue to 880 feet west of SE 283rd Avenue. The maximum speed limit when such school zone is in effect shall be 20 miles per hour.

II

The City Engineer is directed to arrange for the installation of standard school speed limit signs identifying the aforesaid school speed zone.

ADOPTED BY THE COUNCIL AT A REGULAR MEETING this ______ day of ___________________, 2013.

SIGNED:
________________________________________
Mayor

ATTEST:
________________________________________
Clerk

APPROVED as to form:

________________________________________
City Attorney
June 15, 2011

Curleigh Carothers, P.E.
Engineering Manager
City of Camas
PO Box 1055
Camas, WA 98607

Subject: School Speed Limit Zone
Proposed Woodburn Elementary School, Camas School District
NE Woodburn Drive and SE Crown Road

Dear Curleigh,

Camas School District #117 is hereby requesting that the City of Camas adopt by resolution a 20 MPH speed zone to serve the new Woodburn Elementary School. The proposed improvements would provide a reduced speed zone on NE Woodburn Drive extending from the intersection at NE Woodburn Drive and SE Crown Road to the stream crossing, along the extent of the school property as shown on the attached drawing. School flashing beacons would be installed at either end of the reduced speed zone on NE Woodburn Drive. Associated signage would be installed on both NE Woodburn Drive and on City-controlled SE Crown Road. The school district proposes to install beacons and signage during the summer of 2013 to allow use when school opens in September 2013.

Attached is a memorandum from Frank Charbonneau, PE, summarizing the rationale for the reduced speed zone, and a proposed improvement plan for the location of school flashing beacons and associated signage. The improvement plan has been reviewed by City staff.

Please let me know if you need further information or have any questions.

Sincerely,

[Signature]

Mike Nerland,
Superintendent

Cc: Heidi Rosenberg, Director, Capital Programs
Wes Heigh, City of Camas
Frank Charbonneau, Charbonneau Engineering
MEMORANDUM

Date: June 14, 2011

To: Heidi Rosenberg  
   Capital Programs Manager  
   Camas School District  
   1919 NE Lone Street  
   Camas WA 98607

From: Frank Charbonneau, PE, PTOE

Subject: School Speed Limit Zone  
          NE Woodburn Drive  
          Woodburn Elementary School, Camas School District

This memorandum represents a request to implement a school speed limit 20 MPH zone in the City of Camas in year 2013 at the future Woodburn Elementary School. The school speed limit request is supported by an engineering study conducted by Charbonneau Engineering LLC in accordance with Section 7B.11 of the Manual on Uniform Traffic Control Devices (MUTCD) with the results documented in this memorandum.

A traffic control and signing plan was previously submitted to the District that illustrates the proposed school speed zone and signing. Woodburn Drive will be constructed from Crown Road to the west in conjunction with future residential development and have a design speed of 25 MPH in the area. A new school speed 20 MPH zone is proposed on Woodburn Drive from a point 41 feet west of Crown Road to a point 600 feet west of Crown Road at the school's west property line.

An engineering study and assessment was performed using the available design documentation for Woodburn Drive including the plans, projected traffic, lane configuration, and alignment. The study included a review of the MUTCD standards regarding establishment of school zones and conferring with the Camas School District and City staff to verify their intentions. The study has determined that implementation of the school speed 20 MPH zone is necessary based on the following safety considerations.

- Woodburn Elementary School will operate as a full time public school facility.
- Woodburn Elementary School will be located adjacent to Woodburn Drive on the south side. On a regular basis school children will use the sidewalk located on the south side of Woodburn Drive and the reduced speed will benefit safety.
- School children may use crosswalks established in the future along Woodburn Drive including on the west leg of the intersection with Crown Road and the reduced speed will benefit safety.

If you should have any questions, please contact Frank Charbonneau, PE, PTOE at 503.293.1118 or email Frank@CharbonneauEngineering.com.
I, Joan Outing, City Clerk hereby certify that these bid tabulations are correct.

[Signature]

Date: 5/28/13

---

**PROJECT NO. S-576A**

**DESCRIPTION:** ASPHALT REPAIR PROJECT

**DATE OF BID OPENING:** May 28, 2013 at 1:45 p.m.

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**Subtotal:** $28,713.09

**Taxes Not Applicable**

**CONTRACT TOTAL:** $28,713.09

---

"Michael Green Construction, Inc. P.O. Box 142 Washougal, WA 98671"

"Brix Paving Northwest, Inc. P.O. BOX 5669 Vancouver, WA 98668"

"CivilWorks NW, Inc. P.O. Box 389 Tualatin, OR 97062"

"Ng & Shaw, Inc. 616 SE 3rd Ave Camas, WA 98607"

"Granite Construction Co. 1920 4th Ave Vancouver, WA 98684"
STAFF REPORT

To: Mayor, and Council

Date: June 12, 2013

From: Eric Levison

Subject: Project S-576A irregular bid

History:
Project s-576A – 2013 Asphalt Repairs was opened on May 28th, 2013. The apparent low bidder, Green Construction, submitted an old version of the E-Verify MOU that did not include an electronic sign sheet. Due to this discrepancy staff noted this on the Bid Tabulation as Non-Responsive. Green Construction has submitted a letter requesting that this item be deemed as a minor irregularity and that the project be awarded.

Discussion:
Ordinance 2626 section 2.98.030 (a) says “As a condition for the award of any contract after January 1, 2012, the Contractor shall enroll in E-Verify and thereafter shall provide the City documentation affirming its enrollment and participation in the program.” Subsection (b) further states “Contractor shall provide documentation affirming its enrollment and participation in the E-Verify program prior to award of said contract.”
The bid requirements states “shall provide the City with a copy of the (MOU) Memorandum of Understanding, in its entirety, (as issued by Homeland Security) submitted with their bid proposal, affirming their enrollment and participation in the program.
The MOU submitted by Green Construction was an early version of the original form from Homeland Security. Mike Green subsequently, and prior to award, submitted the updated form that includes an electronic signed sheet showing that Green Construction has been enrolled since February 2011.
Attached with this staff report is the bidders checklist, acknowledgement form, original MOU, Michael Green letter, and an updated MOU with electronic signature.

Recommendation:
Staff recommends that Council deem the submittal of the older version of the E-Verify Form as a minor irregularity and award the project to Michael Green Construction, Inc in the amount of $22,795.75
BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted at the bid opening:

A. PROPOSAL
   Unit prices for all items, all extensions, and total amount of bid must be shown, except those items designated in the estimate of quantities to be paid for as lump sum. Any item shown on the Plans that does not have a bid item shall be considered incidental to the project and the costs thereof shall be included in other bid items of the project. Pay special attention to the Non-Collusion Declaration before signing the proposal. An unsigned bid is considered a non-responsive bid.

B. BID BOND
   Proposals must be accompanied by cash, a certified check, a cashier's check drawn on a bank of good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Washington, in an amount of not less than five percent (5%) of the total amount of the bid submitted. The full amount will be returned within five (5) days after the contract has been executed.

C. DID YOU SIGN YOUR BID PROPOSAL?

D. DID YOU SIGN THE BID BOND ACKNOWLEDGEMENT?

E. IF APPLICABLE, DID YOU ACKNOWLEDGE RECEIPT OF ADDENDUMS?

F. DID YOU COMPLETE ALL OF THE MANDATORY BIDDER CRITERIA?

G. DID YOU COMPLETE THE PUBLIC WORK CONTRACTOR LAWFUL HIRING COMPLIANCE FORM (E-VERIFY)?

H. DID YOU SUBMIT WITH YOUR BID, A COMPLETE COPY IN ITS ENTIRETY, OF THE MEMORANDUM OF UNDERSTANDING (MOU) AS ISSUED BY THE DEPARTMENT OF HOMELAND SECURITY?
ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT
(ALSO REFERRED TO AS E-VERIFY)

Re: City of Camas Public Work Contractor Lawful Hiring Compliance

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the (MOU) Memorandum of Understanding, in its entirety, (as issued by Homeland Security), submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas.

BIDDERS MUST SUBMIT A COPY OF THEIR (MOU) MEMORANDUM OF UNDERSTANDING, IN ITS ENTIRETY, FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY PROVING THAT THEIR COMPANY IS ENROLLED IN THE E-VERIFY PROGRAM. THIS IS REQUIRED AS A CONDITION OF CONSIDERATION OF YOUR BID.

Your signature below indicates acceptance of these terms:

[Signature]
Company Owner/Officer's signature

[Date]
5/28/13

Michael A Green
Company Owner/Officer's name printed

Michael Green Construction Inc.
Company
E-Verify

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I
PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Michael Green Construction Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II
FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
   - Automated verification checks on employees by electronic means, and
   - Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly
visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
   • If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
   • If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee’s Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer’s participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3
Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer’s attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by noting the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee’s SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III, below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B, below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee’s perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee’s perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee’s employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-265-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as

provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee’s Form I-9 or to print the screen containing the case verification number and attach it to the employee’s Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer’s responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer’s use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.


   b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

   c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which
employees will be verified in E-Verify or within 30 days of an employee’s assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments, and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article 11.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article 11.C.5, the employee’s work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee’s stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article 11.C.5, if the employee’s basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article 11.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article 11.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article 11.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using
E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer’s compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the NumIdent) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the
employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
   • Scanning and uploading the document, or
   • Sending a photocopy of the document by an express mail account (paid for at employer expense)

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason would require the Employer to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer’s Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.
May 30, 2013

To: City of Camas
Re: City Project No. S-576A 2013 Asphalt Repairs

Michael Green Construction, Inc. (MGCI) submitted a bid for this project and was low bidder. However, the bid was deemed non responsive due to the E-Verify Program’s Memorandum of Understanding not being signed.

The Memorandum of Understanding form is the same form MGCI has used since entering the E-Verify program. In addition to other work for the City of Camas, we just completed the Louis Bloch Park Restrooms which required the same form as part of the award documents.

As this item has been called to our attention, we noticed some changes in the online form that are not included in the form we printed originally as our Memorandum of Understanding.

Since a precedent has been set by allowing our bids in the past, we ask the council to see this to be a minor irregularity and find our bid responsive as submitted.

Sincerely,

Michael A. Green
THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I
PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Michael Green Construction Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II
FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed.
Company ID Number: 390169

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS’s automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens’ employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens’ employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS’s database to enable the Employer to conduct, to the extent authorized by this MOU:
   - Automated verification checks on employees by electronic means, and
   - Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer’s participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer’s participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS’s database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees’ employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and
Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo nonmatch tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
   
   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
   
   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
   
   • If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   • If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo.
Company ID Number: 390169

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer’s participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is liable or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer’s attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee’s SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer
uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee’s perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee’s perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee’s employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound “foreign” or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-
Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(c)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.


   b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

   c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States.
whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with
Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements. ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it
Company ID Number: 390169

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
   • Scanning and uploading the document, or
   • Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.
ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
Company ID Number: 390169

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.
Company ID Number: 390169

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Michael Green Construction Inc.

Michael Green
Name (Please Type or Print)

Electronically Signed
Signature

02/04/2011
Date

Department of Homeland Security - Verification Division

USCIS Verification Division
Name (Please Type or Print)

Electronically Signed
Signature

02/04/2011
Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Michael Green Construction Inc.

Company Facility Address: 612 SE Union
Camas, WA 98607

Company Alternate Address: PO Box 142
Washougal, WA 98671

County or Parish: CLARK

Employer Identification Number: 911769734

Page 12 of 13 | E-Verify MOU for Employer | Revision Date 09/01/09 — www.dhs.gov/E-Verify
Company ID Number: 390169

North American Industry Classification Systems Code: 237

Administrator:

Number of Employees: 5 to 9

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- WASHINGTON 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Michael A Green</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number:</td>
<td>(360) 518 - 1476</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:greenconstine@peoplepc.com">greenconstine@peoplepc.com</a></td>
</tr>
<tr>
<td>Fax Number:</td>
<td>(360) 817 - 9948</td>
</tr>
</tbody>
</table>
Authorization for the construction of real property and execution of a Local Agency Financing Lease and related documentation relating to the acquisition of said REAL PROPERTY.

WHEREAS, the City of Camas (the "Local Agency") has executed a Notice of Intent to the Office of State Treasurer, in the form attached hereto as Annex 1 (the "NOI"), in relation to the construction of and the financing of a community center (collectively, the "acquisition") of the property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the city council of the Local Agency that the Local Agency acquire the real property identified on Annex 1 attached hereto ("property"); and

WHEREAS, it is deemed necessary and advisable by the city council of the Local Agency that the Local Agency enter into a Local Agency Site Lease with the Washington Finance Officers Association in the form attached hereto as Annex 2 to facilitate the financing of the property;

WHEREAS, it is deemed necessary and advisable by the city council of the Local Agency that the Local Agency enter into a Local Agency Financing Lease with the Office of the State Treasurer, in the form attached hereto as Annex 3 (the "Local Agency Financing Lease"), in an amount not to exceed $1,850,000, plus related financing costs in order to acquire the property and finance the acquisition of the property;

WHEREAS, the Local Agency will undertake to acquire the property on behalf of and as agent of the Washington Finance Officers Association (the "Corporation") pursuant to the terms of the Local Agency Financing Lease, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Annex 4 as the representatives of the Local Agency in connection with the acquisition of the property and execution of the Local Agency Financing Lease (each an "Authorized Agency Representative");

NOW, THEREFORE, BE IT ORDAINED, by the council of the City of Camas as follows:

Section 1. The individuals holding the offices or positions set forth in Annex 4 are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the property and execution of the Local Agency Financing Lease and all other related documents. A minimum of one Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Site Lease attached hereto as Annex 2 is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Site Lease, in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, to facilitate the acquisition and/or improvement of the Property and financing of the acquisition of the property.

Section 3. The form of the Local Agency Financing Lease attached hereto as Annex 3 is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Lease, in an amount not to exceed $1,850,000 plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives for the acquisition of the property and financing of the acquisition of the property and related financing costs.
Section 4. The Local Agency hereby authorizes the acquisition of the property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Lease.

Section 5. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the property, including, but not limited to, any amendment to the NOI, any tax certificate and any agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 6. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the council of the City of Camas, at a regular meeting thereof held this ______ day of June, 2013.

Signed: ____________________________

Attest: ____________________________

Approved as to form:

______________________________
Notice of Intent
State of Washington LOCAL (Local Option Capital Asset Lending)

Local Government Information
County: _Clark_
Legal Name: _City of Camas_ MCAG No.: _0602_
Contact Person: _Joan Durgin_ Title: _Finance Director_
Address: _PO Box 1055 Camas, WA_ Zip: _98607_
Phone: _360-817-1537_ Fax: _360-834-1535_ E-mail: _jdurgin@cityofcamas.us_

Would you prefer to receive financing documents (check one):
☑ MS Word 6.0 by e-mail  ☐ 3.5" disk – Word 97 by U.S. mail  ☐ Hard copy by U.S. mail

Property (Real Estate or Equipment)
Property description (include quantity, if applicable): _Construction of a Community Center_
Total cost: _$1,900,000_ Maximum amount to finance: _$1,250,000_
Finance term: _15_ Useful life: _25_ Desired financing date: _August_
Purpose of property (Please be specific and include dept. of use): _

If real estate, the Real Estate Worksheet: ☑ Is attached  ☐ Will be provided by (date) _

If equipment, will the property purchase price be paid with: ☑ program proceeds or  ☐ general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency’s reimbursement resolution with the financing documents.

Security Pledge
☐ Voted general obligation of local government. ☑ Non-voted general obligation of local government

Other Information
Approximate population: _20,020_ (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:
☑ Yes ☐ No Does the local government use registered warrants, interfund loans or other cash flow borrowing?
☐ Yes  ☑ No Is the local government a party to significant litigation?
☐ Yes  ☑ No Is this a reimbursement? If yes, date funds spent. _Start spending on construction June 2013_.

We are not required to submit the Credit Form because _

Has local government received a bond rating in the last two years? ☐ Yes ☑ No Bond rating(s): _ (attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: _Joan M Durgin_ Title: _Finance Director_
Signature: 

Date: _04/15/2013_
LOCAL AGENCY SITE LEASE, SERIES 20

THIS LOCAL AGENCY SITE LEASE, SERIES 20 (the “Site Lease”), dated as of ...(Dated Date), is entered into by and between City of Camas, a political subdivision duly organized and existing under and by virtue of the laws of the state of Washington (the “Local Agency”), and the Corporation, a corporation duly organized and existing under and by virtue of the laws of the state of Washington (the “Corporation”).

RECITALS:

WHEREAS, the state of Washington (the “State”), acting by and through the State Treasurer, is authorized to enter into financing contracts, including but not limited to financing leases, for and on behalf of certain local government agencies (as provided therein, “Local Agencies”) and state agencies (as defined therein, “State Agencies”) for the use and acquisition of real and personal property pursuant to Chapter 356, Laws of Washington, 1989, codified as Chapter 39.94 of the Revised Code of Washington, as supplemented and amended, (the “Act”), including but not limited to by and under Chapter 291, Laws of Washington, 1998; and

WHEREAS, the State Treasurer has established a consolidated program providing for the execution and delivery of certificates of participation in such financing contracts, or in master financing contracts with respect thereto, in series from time to time in order to provide financing or refinancing for the costs of acquisition and/or improvement of such real and personal property by Local Agencies and State Agencies; and

WHEREAS, the Corporation and the Local Agency have determined that it is necessary and desirable to enter into this Site Lease pursuant to the laws of the State and duly adopted ordinance of its legislative body; and

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Lease, Series 20, dated as of the Dated Date (the “Master Financing Lease”), with the Corporation, which shall constitute a “financing lease,” a “financing contract” and a “master financing contract” within the meaning of the Act, to provide financing for the costs of acquisition or improvement of certain real property described in Exhibit A hereto (the “Site”), by the Local Agency; and

WHEREAS, the Local Agency is duly authorized to enter into this Site Lease pursuant to the laws of the State and duly adopted ordinance of its legislative body; and

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Lease, Series 20, dated as of the Dated Date (the “Master Financing Lease”), with the Corporation, which shall constitute a “financing lease,” a “financing contract” and a “master financing contract” within the meaning of the Act, to provide financing for the costs of acquisition or improvement of certain real property described in Exhibit A hereto; and

WHEREAS, simultaneously with the execution and delivery of the Master Financing Lease, the State shall sublease to the Local Agency the Site and the Project (collectively, the “Property”) to the Local Agency pursuant to a Local Agency Financing Lease, Series 20, dated as of the Dated Date (the “Local Agency Financing Lease”); and

WHEREAS, the Corporation intends to grant, sell, assign, transfer and convey without recourse to the Fiscal Agent all of its rights to receive the Base Rent Payments scheduled to be made by the State Treasurer under and pursuant to the Master Financing Lease, together with all of its remaining right, title and interest in, to and under this Site Lease, the Master Financing Lease and the Property by means of a Master Assignment, Series 20 (The “Master Assignment”), dated as of the Dated Date; and

WHEREAS, in consideration of such assignment and pursuant to the Trust Agreement, Series 20 (the “Trust Agreement”), dated as of the Dated Date, by and among the Fiscal Agent, the State Treasurer and the Corporation, the Fiscal Agent has agreed to execute and deliver the State of Washington Certificates of Participation, Series 20, in an aggregate principal amount of $ (the “Certificates”); and

WHEREAS, a portion of the proceeds of the sale of the Certificates shall be used to finance or refinance the costs of the Project; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to
execute, deliver and perform their respective obligations under this Site Lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto do hereby agree as follows:

SECTION 1. Definitions; Construction; Miscellaneous Provisions; Supplements.

Capitalized terms used but not otherwise defined in this Site Lease shall have the respective meanings given such terms in Part 1 of Appendix I, which is incorporated herein and made a part hereof by this reference. This Site Lease shall be construed in accordance with the Rules of Construction set forth in Part 2 of Appendix I, which is incorporated herein and made a part hereof by this reference. The miscellaneous provisions set forth in Part 3 of Appendix I are incorporated herein and made a part hereof by this reference. This Site Lease may be supplemented and amended from time to time in accordance with Part 4 of Appendix I, which is incorporated herein and made a part hereof by this reference.

SECTION 2. Lease of the Site; Ownership.

(a) The Local Agency hereby leases to the Corporation and the Corporation hereby hires from the Local Agency, on the terms and conditions hereinafter set forth, the real property and all improvements thereon situated in [County] County, state of Washington, and described in Exhibit A attached hereto and made a part hereof (collectively, the “Site”), subject to all easements, covenants, conditions and restrictions existing as of the date hereof.

(b) The Local Agency hereby represents and warrants that it is the owner in fee of the Site, subject only to Permitted Encumbrances.

SECTION 3. Term.

The term of this Site Lease shall commence on the Dated Date, and shall end on December 1, 2028 unless such term is extended or sooner terminated as hereinafter provided. If on such date, the Local Agency Financing Lease shall not be discharged by its terms, then the term of this Site Lease shall be extended until ten (10) days after all amounts due under the Local Agency Financing Lease shall have been paid and the Local Agency Financing Lease shall have been discharged by its terms, except that the term of this Site Lease shall in no event be extended beyond [Maximum Termination Date]. If prior to December 1, 2028 all amounts due under the Local Agency Financing Lease shall have been paid and the Local Agency Financing Lease shall have been discharged by its terms, the term of this Site Lease shall end ten (10) days thereafter or ten (10) days after written notice by the Local Agency to the Corporation, whichever is earlier.

SECTION 4. Rental.

The Corporation shall pay to State Treasurer, for the benefit of the Local Agency pursuant to the Master Financing Lease and the Local Agency Financing Lease, as and for the total rental due hereunder, the amount set forth in Exhibit B hereto (the “Prepaid Site Lease Rent”), all of which prepaid rental shall be payable on the Closing Date. The Parties hereto hereby agree that said amount represents fair consideration for the leasehold interest being transferred hereunder, given the purposes, terms and provisions hereof. The Corporation shall not be obligated to pay such rental other than from the proceeds of the Certificates. Anything herein to the contrary notwithstanding, the Corporation hereby waives any right that it may have under the laws of the State to a rebate or repayment of any portion of such rental in the event that there is substantial interference with the use or right to possession by the Corporation of the Site or any portion thereof as a result of material damage, destruction or condemnation.

SECTION 5. Purpose.

The Corporation shall use the Site solely for the purpose of leasing the Property to the State pursuant to the Master Financing Lease and for such purposes as may be incidental thereto; provided, that in the event of a default by the State under the Master Financing Lease or by the Local Agency under the Local Agency Financing Lease, the Corporation may exercise the remedies provided therein.

SECTION 6. Assignments and Subleases.

(a) The Corporation shall not grant, sell, assign, mortgage, pledge, sublet or transfer any of its right, title or interest in, to or under this Site Lease or the Site except as expressly provided in the Master Assignment, the Master Financing Lease and the Local Agency Financing Lease, without the prior written consent of the Local Agency. The Local Agency hereby consents to the sublease of the Property pursuant to the Master Financing Lease, and the assignment of the Corporation’s
right, title and interest hereunder to the Fiscal Agent pursuant to the Master Assignment for the benefit of the Owners of the
Certificates.

(b) Upon the occurrence and continuance of an Event of Default or Agency Event of Default with respect to the
Property, the Corporation shall have the right, pursuant to the Master Assignment, the Trust Agreement and the Master
Financing Lease, to sublease all or any portion of the Property; provided, that the subtenant and the terms and provisions of
the sublease shall be subject to the prior written approval of the Local Agency, which approval shall not be unreasonably
withheld or delayed.

SECTION 7. Right of Entry.

The Local Agency reserves the right for any of its duly authorized representatives to enter upon the Site at any
reasonable time (or in an emergency at any time) to inspect the same, or to make any repairs, improvements or changes
necessary for the preservation thereof.

SECTION 8. Termination.

The Corporation agrees, upon the termination or expiration of this Site Lease, to quit and surrender the Site in the
same good order, condition and repair as the same was in at the time of commencement of the term hereunder, except for acts
of God, reasonable wear and tear, and any actions by the Local Agency that affect the condition of the Site. The Corporation
agrees that any permanent improvements and structures existing upon the Site at the time of such termination or expiration of
this Site Lease shall remain thereon and title thereto shall vest in the Local Agency. The Corporation shall thereafter execute,
acknowledge and deliver to the Local Agency such instruments of further assurance as in the reasonable opinion of the Local
Agency are necessary or desirable to confirm the Local Agency's right, title and interest in and to the Site.


In the event that the Corporation shall be in default in the performance of any obligation on its part to be performed
under the terms of this Site Lease, which default continues for sixty (60) days following notice and demand for correction
thereof to the Corporation, the Local Agency may exercise any and all remedies granted by law, except that as described in
Section (k) of Part 3 of Appendix I hereto, no merger of this Site Lease shall be deemed to occur as a result thereof; provided,
however, that the Local Agency shall have no power to terminate this Site Lease by reason of any default on the part of the
Corporation; and provided further, that so long as any Certificates are outstanding and unpaid in accordance with the terms of
the Trust Agreement and the Master Financing Lease, the Base Rent Payments or Additional Rent or any part thereof payable
to the Corporation shall continue to be paid to the Corporation. So long as the Fiscal Agent shall duly perform the terms and
conditions of this Site Lease, the Master Assignment, the Master Financing Lease and of the Trust Agreement, the Fiscal
Agent shall be deemed to be and shall become the tenant of the Local Agency hereunder and shall be entitled to all of the
rights and privileges granted hereunder and under the Master Assignment, the Master Financing Lease and the Trust
Agreement.

SECTION 10. Waiver.

No delay or omission to exercise any right or remedy accruing upon a default hereunder shall impair any such right
or remedy or shall be construed to be a waiver of such default, but any such right or remedy may be exercised from time to
time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the Local Agency
hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the
Local Agency of any default hereunder shall not constitute a waiver of any subsequent default hereunder, and shall not affect
or impair the rights or remedies of the Local Agency in connection with any such subsequent default.

SECTION 11. Quiet Enjoyment.

The Corporation and its authorized assignees and sublessees at all times during the term of this Site Lease, subject to
the provisions of Section 9 hereof, shall peaceably and quietly have, hold and enjoy all of the Site without suit, trouble or
hindrance from the Local Agency.

SECTION 12. Taxes.

The Local Agency covenants and agrees to pay any and all Impositions of any kind or character, including but not
limited to possessory interest taxes, levied or assessed upon the Property (including both land and improvements), or with
respect to this Site Lease, the Local Agency Financing Lease, or the lease of the Property pursuant to the Master Financing
Lease; provided, however, that the Local Agency shall not pay any possessory interest taxes levied as a result of any
assignment or sublease of or with respect to all or any part of the Property then in effect between the Corporation and any assignee or subtenant of the Corporation (other than as lessee under the Local Agency Financing Lease).

SECTION 13. Eminent Domain; Loss of Title.

In the event the whole or any part of the Property is taken permanently or temporarily under the power of eminent domain (or sold under threat of condemnation), or there is a loss of title to the whole or any part of the Property, the interest of the Corporation in the Property shall be recognized and is hereby determined to be an amount not less than the then unpaid indebtedness incurred by the Local Agency under its Local Agency Financing Lease. The term "unpaid indebtedness," as used in the preceding sentence, includes all unpaid Agency Principal Components, Agency Interest Components and all other payments required to be made by the Local Agency pursuant to the Local Agency Financing Lease, until all Agency Rent Payments due thereunder have been paid or the payment thereof provided for in accordance therewith. The amount of any such award, judgment or payment shall be paid to the Corporation, and the balance, if any, in excess of the unpaid indebtedness shall be paid to the Local Agency.

IN WITNESS WHEREOF, the Local Agency and the Corporation have caused this Site Lease to be executed in their respective names by their respective duly authorized officers, all as of the day and year first written above.

City of Camas, as lessor

By __________________________
Authorized Agency Representative

WASHINGTON FINANCE OFFICERS ASSOCIATION, as lessee

By __________________________
President
LOCAL AGENCY FINANCING LEASE, SERIES 20__

This Local Agency Financing Lease, Series 20__ (the "Financing Lease") is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and City of Camas, a subdivision of the State (the "Local Agency").

RECITALS

WHEREAS, the State, acting by and through the State Treasurer, is authorized to enter into financing contracts, including, but not limited to financing leases, for and on behalf of certain state agencies and local government agencies, including the Local Agency, for the use and acquisition of real and personal property pursuant to Chapter 356, Laws of Washington, 1989, codified as Chapter 39.94 of the Revised Code of Washington (the "RCW"), as supplanted and amended, (the "Act"), including but not limited to by Chapter 291, Laws of Washington, 1998; and

WHEREAS, the State Treasurer has established a consolidated program providing for the execution and delivery of certificates of participation in such financing contracts, or in master financing contracts with respect thereto, in series from time to time in order to provide financing or refinancing for the costs of acquisition or improvement of such real and personal property by State Agencies and Local Agencies; and

WHEREAS, the Washington Finance Officers Association (the "Corporation"), a nonprofit corporation duly organized and existing under and by virtue of the laws of the state of Washington, and the Local Agency have entered into a Local Agency Site Lease, Series 20__, dated as of the Dated Date (the "Site Lease"), for the lease of certain real property, designated in the Site Lease, (the "Site") for the sole purpose of subleasing the Site to the State in order to finance or refinance the acquisition or improvement thereof as described herein (the "Project"); and

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Lease, Series 20__, dated as of the Dated Date (the "Master Financing Lease") with the Corporation, to provide financing or refinancing for the Projects for and on behalf of the Local Agency, among others, through the sublease of the Property from the Corporation; and

WHEREAS, the State Treasurer and the Local Agency have determined that it is necessary and desirable to enter into this Financing Lease to provide financing or refinancing for the Project to the Local Agency; and

WHEREAS, the State Finance Committee has authorized the execution and delivery of this Financing Lease pursuant to Resolution No. 987 adopted on October 7, 2003; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Financing Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute, deliver and perform their respective obligations under this Financing Lease;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

Section 1.1 Defined Terms. Capitalized terms used but not otherwise defined in this Financing Lease shall have the respective meanings given such terms in Appendix I hereto.

Section 1.2 Notice of Intent; Certificate Designating Authorized Agency Representative; Appendix II. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A attached hereto and incorporated herein by this reference. The Local Agency has delivered a Certificate
Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit B attached hereto and incorporated herein by this reference. Said Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on said Certificate is sufficient to bind the Local Agency under this Financing Lease with respect to any of the undertakings contemplated herein. The terms and provisions set forth in Appendix II hereto are incorporated herein and made a part hereof by this reference.

Section 1.3 Sublease of Property. The State hereby subleases to the Local Agency, and the Local Agency hereby hires from the State, upon the terms and conditions set forth in this Financing Lease, the real property and all improvements thereon, including, but not limited to the Project, described in Exhibit C attached hereto and made a part hereof (collectively, the “Property”), subject to all easements, covenants, conditions and restrictions existing as of the date hereof. The Local Agency hereby agrees to pay in consideration thereof the Agency Rent Payments and Additional Rent therefore in accordance with Section 1.4 hereof and all other amounts required to be paid by the Local Agency hereunder, all in accordance with the provisions of this Financing Lease.

Section 1.4 Agency Rent Payments. In consideration of the sublease of the Property and the covenants and agreements of the State in this Financing Lease, the Local Agency hereby promises to pay to the State the following amounts at the following times: (a) On each Agency Rent Payment Date, the Agency Rent Payment set forth in Exhibit D hereto, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth in such Exhibit; and (b) All Additional Rent incurred by the State in connection with the sublease of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 20____ Agreements, within 30 days following receipt of an invoice from the State with respect thereto which includes (i) a brief description of each item of such Additional Rent, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.5 Term. The term of this Financing Lease shall commence on the Dated Date, and shall end on December 1, 2028 unless such term is extended or sooner terminated as hereinafter provided.

STATE OF WASHINGTON
OFFICE OF THE STATE TREASURER
By ________________________________
Designated State Treasurer Representative

City of Camas
as Local Agency
By ________________________________
Authorized Agency Representative

By ________________________________
Authorized Agency Representative

Date: ____________________________
Certificate Designating Authorized Agency Representatives

I, Scott Higgins, Mayor of the City of Camas (the “Local Agency”), hereby certify that, as of the date hereof, pursuant to Ordinance No. ___, the following individuals are each an “Authorized Agency Representative,” as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such ordinance, one of the two following signatures are required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

__________________________ Scott Higgins, Mayor

__________________________ Nina Regor, City Administrator

Dated this ___ day of June, 2013

________________________________________
Mayor
City of Camas

SUBSCRIBED AND SWORN TO before me this _____ day of June, 2013.

By: __________________________
NOTARY PUBLIC in and for the State of Washington, residing at:

Printed Name: __________________________
My Commission Expires: _______
**PROJECT NO. P-862**

**DESCRIPTION:** LACAMAS LAKE LODGE

I, Joan Durgin, City Clerk, hereby certify that these bid tabulations are correct.

**Engineer's Estimate:**
- Base Bid $1,787,202
- Deductive #1 $5,000
- Deductive #2 $42,010

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<th>DATE OF BID OPENING: May 13, 2013, 2 p.m. RLS</th>
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<table>
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<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>ENGRG TOTAL</th>
<th>UNIT PRICE</th>
<th>CONTRACT TOTAL</th>
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<td>1</td>
<td>New Building Cost</td>
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<td>1.00</td>
<td>$883,098.00</td>
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<td>$1,092,951.00</td>
<td>$1,244,290.00</td>
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<td>Site Work Cost</td>
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<td>$62,519.20</td>
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<td>3</td>
<td>Road Work Cost</td>
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<td>4</td>
<td>Storm, Sewer, and Water Work Cost</td>
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<td>$61,500.00</td>
<td>$105,000.00</td>
<td>$105,000.00</td>
<td>$115,028.00</td>
<td>$100,000.00</td>
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Subtotal Bid Items 1-4: $1,648,718.00

9.4% Sales Tax: $186,491.64

Total (Basis of Award): $1,935,210.64

Deductive Alternate #1:

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<th>ITEM NO</th>
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<th>UNIT</th>
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<th>UNIT PRICE</th>
<th>ENGRG TOTAL</th>
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<th>CONTRACT TOTAL</th>
<th>UNIT PRICE</th>
<th>CONTRACT TOTAL</th>
<th>UNIT PRICE</th>
<th>CONTRACT TOTAL</th>
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</thead>
<tbody>
<tr>
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<td>Boat Dock &amp; Convey</td>
<td>L.S.</td>
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<td>($5,000.00)</td>
<td>($5,000.00)</td>
<td>($3,500.00)</td>
<td>($4,400.00)</td>
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Deductive Alternate #2:

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<th>UNIT</th>
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<th>ENGRG TOTAL</th>
<th>UNIT PRICE</th>
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<th>CONTRACT TOTAL</th>
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<tbody>
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<td>L.S.</td>
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<td>($7,800.00)</td>
<td>($7,818.00)</td>
<td>($7,818.00)</td>
<td>($7,800.00)</td>
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</table>
RESOLUTION NO. 2013-4

A RESOLUTION adding a flexible spending account as a voluntary benefit for City employees.

WHEREAS, subject to the provisions of IRS Section 125, the City has the option to offer a flexible spending account for dependent care and medical expenses program to qualified employees; and

WHEREAS, employees who are eligible for City benefits may elect to participate in the IRS Section 125 program to pay medical or dependent care expenses with pretax dollars; and

WHEREAS, under the IRS Section 125 Program the City of Camas, as employer, shall assume no liability for claims or benefits under the program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

Section 1

The City of Camas hereby adopts a flexible spending account program subject to the provisions of IRS Section 125 as a voluntary benefit for employees of the City of Camas, effective immediately.

ADOPTED by the Council of the City of Camas at a regular meeting this ___ day of June, 2013.

SIGNED:__________________________________________

Mayor

ATTEST:__________________________________________

Clerk

APPROVED as to form:

__________________________________________

City Attorney
RESOLUTION NO. 275

A RESOLUTION modifying the salary schedule for the position of Operations Supervisor - Wastewater.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

The salary schedule for the Operations Supervisor - Wastewater shall be as follows:

<table>
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<tr>
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<th>1</th>
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<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
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<tbody>
<tr>
<td>Operations Supervisor - Wastewater</td>
<td>5584</td>
<td>5752</td>
<td>5926</td>
<td>6102</td>
<td>6285</td>
<td>6474</td>
<td>6668</td>
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</table>

II

This resolution shall be effective as of July 1, 2013.

PASSED BY THE COUNCIL and APPROVED BY THE MAYOR this _____ day of June, 2013.

SIGNED: ____________________________

Mayor

ATTEST: ____________________________

Clerk

APPROVED as to form:

______________________________

City Attorney
June 17th, Council Packet Contents:

Q & A’s

Braun NW ambulance Proposal (requires signature)

Braun NW ambulance Trade-In Options (requires signature)

NCEMS ILA (requires signature)

Ambulance + Equipment Cost Spreadsheet for LOCAL Program

Supporting cost quotes for ambulance equipment

   Physio-Control LP-15

   MDC (On board computer)

   GX 440 (Communication Device)

   Decals

   Communication Installation and Connection
LOCAL Program (Local Option Capital Lending):

Can additional equipment be included in the State Lease Purchase Program?

MDC, GX 440, LP-15, and all the hardwear (Cabling): These items can be included in the State Lease Purchase Program.

Can the State Lease Program finance less than the price of the apparatus? The City can finance the entire purchase cost of the apparatus and equipment or a portion of it.

Is this a competitive process? No, the total amount to be borrowed needs to be registered by July 1st (see process, below). The loan amount is bundled with other loans and bonds are issued by the State in August and the funds are distributed. Repayments are twice a year. The first one would be in December of this year, followed by June of 2014.

What is the process to follow? A letter of intent needs to be submitted to the State Treasury Office. The Treasury Office verifies the City credit and may ask for updated numbers from the City. In our case, the City has two pending LOCAL programs that have already been verified, so all information held by the Treasury Office for the City of Camas is expected to be current. The Treasury Office then sends the financing documents back to the City to run through City Council and the Finance Committee. The signed agreement needs to be registered by the Treasury Office by July 1st. In the first two weeks of July, the City is contacted by the Treasury Office for final agreement. At this point the loan is binding and funds will be distributed and payments made as per the payment/repayment terms.

The City has used this program six times, once to purchase a Fire Engine.

How solvent is the funding source for the State Lease Purchase Program?

The Lease Program is better characterized as a ‘Loan Program’. It can work in two ways. The State can either pay off the apparatus manufacturer, and we pay back the State per the terms of the loan. OR, The City can receive payment of the entire loan amount, and then distribute it to the apparatus manufacturer and the manufacturer of any additional equipment. In other words, the State distributes funds for the full amount of the loan; we repay that loan to the State in installments. Bonds are issued for the entire price of the apparatus, therefore, once funds have been distributed, no additional revenue is required by the Treasury Office to maintain the schedule.

Does Braun NW (the manufacturer) have a finance plan?

No. They can not compete with either the State Plan or Private Third Party Interest rates. All financing is the onus of the purchaser.
Washington Cities Bidding Process in regards to Piggybacking:

What is piggybacking?

"Piggybacking" refers to one jurisdiction making purchases from contracts awarded by other jurisdictions...via an interlocal agreement. RCW 39.34.030 allows local governments to fulfill bidding requirements by purchasing from a bid awarded by...another local government" (quoted from an email from Tina Watkins; Program Manager, Team Vancouver; Washington State Auditor’s Office. Full email attached as Appendix A).

In investigating this option, I spoke with Tina and Greg Wynn of the Washington State Auditor’s Office in Vancouver. Tina sent me the criteria for ‘Piggybacking’ which is outlined in Appendix A, from which the above quote originated.

In layman’s terms, per Greg Wynn(auditor), the Piggyback was established to reduce the time, energy and cost of replicating competitive bids between public agencies for same products while ensuring that public agencies get the lowest cost available and preferences are not granted due to nepotism, favoritism or personal gain/kickbacks. Once a competitive bid is established, public agencies can make use of this program, following specific criteria, for up to three years.

How long is the NCEMS bid open to be ‘piggybacked’ on?

State of Washington has set a 36 month limit. The bid is open for three years.

What is the process?

The City of Camas needs to sign the Interlocal Cooperative Purchasing Agreement with NCEMS(the agency whose competitive bid the City will be piggybacking on) and supply this to Braun NW(the vendor). Braun NW will fulfill the terms of the bid in the Build Spec Agreement and purchase contract. A copy of the interlocal agreement as well as the original bid will be held on file by Braun NW.

Can we trade-in the ambulance we will be replacing, and the ambulance carcass we have in storage to reduce the price of the new ambulance?

The Bid Proposal from Braun NW is $131,243.00. The final spec will have an option appendix that includes the trade-in of two existing ambulances; the one we will be replacing, and a non-operational ambulance we have in storage at the Grass Valley Station. We have supplied Braun with the details of these two potential trade-ins. The Trade in Options act upon the initial Bid Proposal once signed, the trade-in values will not be subtracted from the final ambulance cost until receipt of the ambulance(Estimated to be in Nov. 2013).
Useful Life-Span/Tenure of Ambulance and Add’t’l equipment:

For the apparatus, this depend on use. For electronic add’t’l equipment(MDC, GX440, LP-15) this depends on technological obsolescence and use/abuse.

APPARATUS:

Historically, transporting ambulances last about 150,000mi and/or 5-6 years. Our two most productive first out ambulances average 30,000mi/yr. Our third productive first out ambulance averages 20,000mi/yr. Our fourth ambulance, used primarily as reserve, averages 10,000mi/yr. A primary first out ambulance, used exclusively in this capacity, has a five year life-span. Obviously, with a healthy fleet that we can rotate through the different stations extends this life-span.

The following is a list of the ages of our present ambulance fleet:

M45: 2001 (166,505)
M42: 2002 (158,000)
M43: 2009 (Demo—70,780)
M41: 2009 (70,425)

EQUIPMENT:

LifePacks: The estimated supportable lifespan of a LifePack is 10 years. This estimate is absent wear and tear, and refers to the ability of Physio-Control to repair/replace individual parts and components of the LifePack. We have 5 LP-12’s and 1 LP-15. Two of the LP-12’s were purchased in 1999. They are operational, although they are old technology and have been removed from our Physio-Control Contract Service Agreement because their vintage of technology is no longer supportable. If they fail, we have no avenue for repairing them. The other LP-12’s were purchased in 2007, and will be supportable at least through our present support contract ending 8/31/2016. The LP-15’s, which will be replacing our aged LP-12’s have an estimated lifespan of 10 years as well. Our existing LP-15 was purchased in 2011.

MDC's: These are the toughbook laptops in each apparatus that interface with the dispatching agency and to our reporting software(RMS). We currently employ three different generations of toughbooks. Melinda Pruett in IT, is recommending replacing each toughbook every three or four years. According to Melinda, this is necessary to keep the toughbook platform new enough to accommodate new modes in communication technology and the constant upgrades to software and operating systems. Currently, there are no spare MDC’s in our system, should one fail. We have two MDC’s that are five years old.

GX 440’s: These are the communication devices that link the MDC to CRESSA(dispatch). The GX 440 is the current technology in wireless communication. We have slowly replaced the old system(air cards), which are fraught with issues and communication failures, in our first out ambulance units. The ambulance that we are replacing is the last ambulance to operate on an aircard. Melinda, of IT, will not speculate as to the lifespan of the GX 440, but the oldest model that we already employ has been in service for three years without issue.
MAY 15, 2013

CITY OF CAMAS
ATTN: FIRE CHIEF NICK SWINHART
616 NE 4TH AVE.
CAMAS, WA 98607
NSWINHART@CITYOFCAMAS.US

RE: 2013 NORTH STAR 155-1 AMBULANCE

BRAUN NORTHWEST IS PLEASED TO OFFER THE FOLLOWING PROPOSAL WHICH IS BASED UPON THE OPEN NORTH COUNTRY EMS BID DATED 6-5-2012 AND IS AVAILABLE FOR INTERLOCAL PURCHASE BY OTHER AGENCIES:

ONE (1) 2013 NORTH STAR 155-1 AMBULANCE ON A 2013 FORD F350 4X4 AMBULANCE PREP CHASSIS PER ENCLOSED SPECIFICATIONS DATED 4-30-2013 AND DRAWINGS DATED 4-17-2012.

BASE BID PRICE FOR NORTH COUNTRY EMS ...................................................... $130,505.00
CHANGES MADE TO THE ABOVE REFERENCED SPECS AND DRAWINGS............... ADD $738.00
TOTAL F.O.B. CHEHALIS, WA ................................................................. $131,243.00

Sales tax not included
SEE ATTACHED OPTIONS

F.O.B.: CHEHALIS, WASHINGTON

DELIVERY: APPROXIMATELY ONE HUNDRED EIGHTY (180) TO TWO HUNDRED (200) DAYS FROM UNEXPIRED LETTER OF INTENT.

TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT OF VEHICLE, BALANCE DUE IN THIRTY (30) DAYS.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

(Note: This bid is contingent on use of customer’s Government Ford Fleet Identification Number.)

Respectfully Submitted by
BRAUN NORTHWEST, INC.

Tam McCallum, Sales Manager

Date: 5/15/13

We agree to accept the above proposal:
CITY OF CAMAS

Signature __________________________ Date __________________________

Printed Name __________________________ Title __________________________

Enclosures: Specifications, drawings

www.braunnw.com
OPTIONS FOR
City of Camas
Camas, Washington

Please indicate if you want the following options by initialing in the space provided and checking the appropriate "yes" or "no" box, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

1. Trade-In of current Horton Medic Unit, remounted in 2001 onto a Ford E450, VIN #1FDXE45F9JH68576, current mileage approx. 166,505 miles.*
   DEDUCT .................................................. <$2,000.00>
   Do you want this option? □ Yes □ No ______ initials

2. Trade-In of current MedTech Medic Unit, model year 1999, VIN #1FDXE40F2XHA85877, current mileage approx. 142,268 miles.
   DEDUCT .................................................. <$2,000.00>
   Do you want this option? □ Yes □ No ______ initials

*Trade-In(s) MUST be fully operational at time of trade-in and delivered to Braun Northwest, Inc., Chehalis, Washington.

(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX.)

APPROVED BY: (Please initial above choice (□) & sign below)

(Signature) ___________________________ (Date) _______ (Printed Name) ________________________ (Title) ___________________________
INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

Agency: North Country EMS  Bid#: Type I Ambulance  Date: 5-24-2012 at 5:00 p.m.
P.O. #: Signed Bid Proposal June 5, 2012  Effective Until: 6/12/2015

Pursuant to Chapter 39.34 RCW and to other provisions of law, North Country EMS, hereinafter referred to as the "SPONSOR" and City of Colfax / EMS Dept, hereinafter referred to as the "USER", both being municipal corporations, political subdivisions or other public agencies of the State of Washington, hereby agree to cooperative interlocal purchasing with the following terms and conditions:

Upon the following terms and conditions:

1. The SPONSOR, in contracting for the purchase of the above goods, agrees to extend said supply contract to other political subdivisions to the extent permitted by law, and agreed upon by the parties.

2. The USER accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the political subdivision in question.

3. The SPONSOR accepts no responsibility for the performance of any purchasing contract by the vendor and accepts no responsibility for payment of the purchase price by the USER.

4. The USER reserves the right to contact independently for the purchase of any goods.

5. This agreement shall remain in effect for three (3) years from the date of execution by both parties.

SPONSOR AGENCY:

North Country EMS

Entity Name

PO Box 189 / 404 S. Park

Address

Yacolt, WA 98675

City  St  Zip

360-686-3271 / 360-686-8127

Phone  Fax

Signature  Date

Ben Becker  Chief

Printed Name  Title

USER AGENCY:

Entity Name

Address

City  St  Zip

Phone  Fax

Signature  Date

Printed Name  Title
## 2013 Ambulance + Equipment Cost

<table>
<thead>
<tr>
<th>AMBULANCE:</th>
<th></th>
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<tbody>
<tr>
<td>Trade-ins</td>
<td>-$4,000.00</td>
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<tr>
<td>Subtotal</td>
<td>$127,243.00</td>
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<td>tax and licensing(est. %10)</td>
<td>$10,306.68</td>
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<td>Subtotal</td>
<td>$137,549.68</td>
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<th>EQUIPMENT:</th>
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<tr>
<td>MDC</td>
<td>$3,865.39</td>
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<tr>
<td>GX 440</td>
<td>$1,177.22</td>
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<td>Communication Installation</td>
<td>$878.93 (Based on invoices from last ambulance)</td>
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<td>Decals</td>
<td>$120.34</td>
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<td>Subtotal:</td>
<td>$6,041.88</td>
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<tr>
<td>TOTAL(ambulance and equip)</td>
<td>$143,591.56</td>
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</tbody>
</table>

| LP-15                                          | $30,455.40 |

| TOTAL LOAN AMOUNT                              | $174,046.96 |
To: Cliff Free  
City of Camas  
PO Box 1056  
CAMAS, WA 98607  
Phone: (555) 555-5555  
cfree@cityofcamas.us

Physio-Control, Inc.  
11811 Willows Road NE  
P.O. Box 97023  
Redmond, WA 98073-9723 U.S.A  
www.physio-control.com  
tel 800.442.1142  
fax 800.732.0956

Quote#: 1-265176980  
Rev#: 1  
Quote Date: 05/17/2013  
Sales Consultant: Timothy Thornburg  
800-442-1142 x 72658

Terms: All quotes subject to credit approval and the following terms & conditions

FOB: Redmond, WA

Exp Date: 08/15/2013

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<th>Line</th>
<th>Catalog # / Description</th>
<th>Qty</th>
<th>Price</th>
<th>Unit Disc</th>
<th>Trade-In</th>
<th>Unit Price</th>
<th>Ext Total</th>
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<tbody>
<tr>
<td>1</td>
<td>99577-001256 - LP15 v2 MONITOR/DEFIB, CPR, Pace, to 360J, SPO2/CO, 12L GL, NIBP, CO2, Trend, BT</td>
<td>1</td>
<td>$33,295.00</td>
<td>$6,659.00</td>
<td>$0.00</td>
<td>$26,636.00</td>
<td>$26,636.00</td>
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<tr>
<td></td>
<td>THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR, 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21130-001468, SERVICE MANUAL CD- 21300-008084 (one per order) and SHIP KIT (RC Cable) 41577-0000128 INCLUDED, HARD PADDLES, BATTERIES, CARRY CASE NOT INCLUDED.</td>
<td></td>
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<tr>
<td>2</td>
<td>21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE</td>
<td>3</td>
<td>$412.00</td>
<td>$82.40</td>
<td>$0.00</td>
<td>$329.60</td>
<td>$988.80</td>
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<td>3</td>
<td>11577-000004 - STATION BATTERY CHARGER AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY, INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS</td>
<td>1</td>
<td>$1,633.00</td>
<td>$326.60</td>
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<td>11171-000049 - RAINBOW DCI ADT REUSABLE SENSOR, REF 2606</td>
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<td>$796.00</td>
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<td>$0.00</td>
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<td>5</td>
<td>11996-000323 - MASIMO SET RED LNCS PATIENT CABLE - 4 FEET RED LNC-04, PATIENT CABLE, 4FT, REF 2055</td>
<td>1</td>
<td>$196.00</td>
<td>$39.20</td>
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<td>6</td>
<td>11171-000017 - LNCS DCI, ADULT SPO2 SENSOR REUSABLE LNCS DLCADULT SPO2 SENSOR, REUSABLE, REF 1863</td>
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<td>$286.00</td>
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<td>7</td>
<td>11577-000002 - LIFEPAK 15 Basic Carry Case w/ right &amp; left pouches Includes shoulder strap 11577-000001</td>
<td>1</td>
<td>$276.00</td>
<td>$55.20</td>
<td>$0.00</td>
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<td>11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.</td>
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Quote Products (continued)

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<th>Trade-In</th>
<th>Unit Price</th>
<th>Ext Total</th>
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</thead>
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<tr>
<td>9</td>
<td>11259-000039 - LP15 Rear Pouch for carrying case</td>
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<td>$71.00</td>
<td>$14.20</td>
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**SUB TOTAL** $30,270.40
**ESTIMATED TAX** $0.00
**ESTIMATED SHIPPING & HANDLING** $185.00
**GRAND TOTAL** $30,455.40

**Pricing Summary Totals**
- **List Price:** $37,838.00
- **Cash Discounts:** $7,567.60
- **Tax + S&H:** + $185.00

**GRAND TOTAL FOR THIS QUOTE** $30,455.40

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
# 800-732-0956, ATTN: REP SUPPORT

---

PHYSIO-CONTROL, INC. requires written verification of this order. A purchase order is required on all orders $10,000 or greater before applicable freight and taxes. The undersigned is authorized to accept this order in accordance with the terms and prices denoted herein. Sign to the right:

---

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME ____________________________
TITLE ____________________________
DATE ____________________________

Ref. Code: JS/00008502/1-4DVNTZ

**Notes:**
- Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a $10 handling fee on any order less than $200.00.
- Above pricing valid only if all items in quote are purchased (optional items not required).
- To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.
- In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.
- Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf
<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
</tr>
</thead>
</table>
| CF-31 Mark III | Panasonic CF-31 Mark III laptops  
Win7, Intel Core i5-3320M 2.60GHz, vPro  
13.1" XGA Touch, 500GB(7200rpm)  
4GB, Intel WiFi a/b/g/n, TPM  
Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable)  
Emissive Backlit Keyboard  
Toughbook Preferred 3 Year Warranty | 1   | $3,556.02  |

29 Series are going to fail. Need the 31 Series. Need to keep cycling through. Presently no replacement.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Ext. Price</th>
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<tr>
<td></td>
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</table>
CUSTOMER: Melinda Pruett  
COMPANY: City of Camas  
ADDRESS: 616 NE 4th Ave  
Camas, WA 98607  
EMAIL: mpruett@cityofcamas.us

<table>
<thead>
<tr>
<th>Quantity</th>
<th>PARTS</th>
<th>PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sierra Wireless AirLink GX440 LTE (VZW)</td>
<td>$799.00</td>
<td>$799.00</td>
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<tr>
<td>1</td>
<td>Quad Band (Cell/GPS/ WiFi/ 700i) Antenna</td>
<td>$140.00</td>
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<tr>
<td>1</td>
<td>Tri Band 700-800-1900 MHz Antenna with Coax Kit and NMO Mount</td>
<td>$67.00</td>
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**TOTAL PARTS**: $1,006.00

**TECHNICAL TIME**: $55.00

**AIRVANTAGE MANAGEMENT SERVICE (AVMS) INSTALLATION**: $25.00

**SHIPPING**: $25.00

**TOTAL**: $1,086.00

**TAX**: $91.22

**TOTAL CHARGE**: $1,177.22

NOTES: Bid is based on units compatible with Verizon Wireless LTE/ EVDO Rev A data system. Technical Time includes provisioning, bench testing, and custom programming template. Bid is good for 30 days.
Estimate: 10857

Description: "Tri-Agency" Reflective Door Logos (x2)
Prepared For: Brooks Cooper
Company: City of Camas Washington - Fire Department

Brooks:

Thank you for considering Signs Now on Fairview for your sign needs. The quote we discussed is attached below. If you have any questions, please don't hesitate to call me at 376-3559.

Sincerely,

Rob Rule
Owner
Signs Now #11
Boise Idaho

<table>
<thead>
<tr>
<th>Product</th>
<th>Font</th>
<th>Qty</th>
<th>Sides</th>
<th>Height</th>
<th>Width</th>
<th>Unit Cost</th>
<th>Item Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Print on Ref Vinyl with Laminate</td>
<td>Reflective Print</td>
<td>2</td>
<td>1</td>
<td>23</td>
<td>18.5</td>
<td>$106.59</td>
<td>$213.17</td>
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</table>

Color: Reflective Print
Description: Digital print on Cast Vinyl with laminate
Text: Tri-Agency (Camas, Washougal & ECFR) Door Shield Logos (x2)

Notes:

Line Item Total: $213.17
Tax Exempt Amt: $240.67
Subtotal: $213.17
Shipping: $27.50
Taxes: $0.00
Total: $240.67

Deposit Required: $120.34

Company: City of Camas Washington - Fire Department
616 NE 4th Ave.
Camas, WA  98607

Received/Accepted By: / /
SERVICE REPORT / JOB TICKET 173450

Customer No.: 3680
BILL TO:
Attn: Accounts Payable
Camas Fire Department
616 NE 4th ave
Camas, WA 98607

Phone: (360) 834-2262 Ext.:

Dropped Off By/Carrier: Kevin Villines

Contract No.:
Service Requested:
Install dual remote MCS2000, firecom and accessories.

Received: 8/30/11  Item Number: H0ICF6PW1
Completed: 8/30/11  Description: MTS2000

Called:  Date:
Tech No.: 94050  Unit/Loc./Vehicle: FM43-1
Serial Numbers
466AXJ3946

Part No./Description  Qty
MPL CONNECTOR  1  7.32
OPERATING SUPPLIES Operating Supplies  1  15.00

Service Performed
Installed dual remote MCS2000, and firecom and tested.
finish install

Authorized By:
Service Location: Customer

Payments
Parts 22.32
Tech Svc 790.00

----------
Total Svc 812.32
Freight .00

Tax 66.61

Total Due 878.93

PAYMENT TO:
Day Wireless Systems (11)
PO Box 22270
Milwaukie OR 97269

Customer No.: 3680  Shop No.: 1102
Invoice No.: 173450
Total Due: 878.93
Due Date: 9/30/11