

- 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 14<sup>th</sup>. 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
  - 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 31<sup>st</sup>. 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 21<sup>st</sup> 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 sixyear 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
  - 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
  - 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
  - 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.



# CITY COUNCIL WORKSHOP MEETING MINUTES – Draft Monday, June 03, 2013 at 4:30 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

### I. CALL TO ORDER

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

#### II. ROLL CALL

Present:	Greg Anderson, Don Chaney, Linda Dietzman, 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 31<sup>st</sup>. 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 18<sup>th</sup> 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 21<sup>st</sup> 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 Sol

This item will be brought forward for Council's consideration at a public hearing scheduled for the June 17<sup>th</sup> 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 17<sup>th</sup> 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 13<sup>th</sup> 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 17<sup>th</sup> meeting. It is staff's understanding that a contract must be executed by June 20<sup>th</sup> 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  $17^{th}$ . 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 20<sup>th</sup> 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 4<sup>th</sup>. 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. Department/Presenter: Cliff Free, Division Chief of EMS

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  $14^{th}$ .

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.

Dietzman remarked 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 21<sup>st</sup> 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

Workshop Agenda with Supporting Documents 🤝

Mayor

City Clerk



# CITY COUNCIL REGULAR MEETING MINUTES – Draft Monday, June 03, 2013 at 7:00 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

### 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 📎

 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

PROJE	F CAMAS CT NO. SS-579A RIPTION: 2013 NW Leadbetter & GVP Wetland Maintenance		WORK PERIO (Work Period-	June 15, 2013 D: April, 2013 <i>Bid Item #1 - 1</i> ract Total: \$11	st Maintenance)	P 0	OUND NATIVE PLA O BOX 7505 LYMPIA, WA 98507-7 60.352.4122				
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
Schedu	ule A - NW Leadbetter Drive				·····						
1	Mobilization	LS	1.00	\$773.10	\$773.10	0.00	\$0.00	0.25	\$193.28	0.25	\$193.:
2	Maintenance Period - April	LS	1.00	\$2,102.65	\$2,102.65	0.00	\$0.00	1.00	\$2,102.65	1.00	\$2.102.
3	Maintenance Period - June	LS	1.00	\$1,105.28	\$1,105.28	0.00	\$0.00	0.00	\$0.00	0.00	\$0.0
4	Maintenance Period - August	LS	1.00	\$900.04	\$900.04	0.00	\$0.00	0.00	\$0.00	0.00	\$0.0
5	Maintenance Period - October	LS	1.00	\$1,099.03	\$1,099.03	0.00	\$0.00	0.00	\$0.00	0.00	\$0.0
Schedu	ale B - Grass Valley Park (GVP)										
1	Mobilization	LS	1.00	\$773.10	\$773.10	0.00	\$0.00	0.25	\$193.28	0.25	\$193.2
2	Maintenance Period - April	LS	1.00	\$1,547.51	\$1,547.51	0.00	\$0.00	1.00	\$1,547.51	1.00	\$1.547.5
3	Maintenance Period - June	LS	1.00	\$1,348.52	\$1,348.52	0.00	\$0.00	0.00	\$0.00	0.00	\$0.0
4	Maintenance Period - August	LS	1.00	\$616.47	\$616.47	0.00	\$0.00	0.00	\$0.00	0.00	\$0.(
5	Maintenance Period - October Sub	LS total	1.00	\$942.09	\$942.09 \$5,227.69	0.00	\$0.00 \$0.00	0.00	\$0.00 \$1,740.79	0.00	\$0.0 \$1,740.
			······		· · · ·						
	Change Orders	<u> </u>								· · · · · · · · · · · · · · · · · · ·	
1		· · · ·	11	]		1	\$0.00		\$0.00		\$0.6
					ORIGINAL CONTRACT		TOTAL		TOTAL		TOTAL
					TOTAL		PREVIOUS		THIS EST.	<u> </u>	TO DATE
		NAL CONTR	-		\$11,207.79		\$0.00		\$4,036.71		\$4,036.7
	CHAI	NGE ORDER					\$0.00		\$0.00		\$0.0
		SUBTOT			\$11,207.79		\$0.00		\$4,036.71		\$4,036,7
		SALES TAX	. ,		\$941.45		\$0.00		\$339.08		\$339.0
		FOTAL CONT			\$12,149.24		\$0.00		\$4,375.79		\$4,375.7
			EU OF RETAINA	GE .	(\$5,603.90)		\$0.00		(\$2,018.36)		(\$2,018.3
			1THHOLDING \$2,357.44		\$6,545.35		\$0.00		\$2,357.44		\$2,357.4
	Account Number: 419-00-553-50	0-48	32.357.44								



TOTAL (BASIS OF AWARD)

I, Nina Regor, City Clerk hereby certify that these bid tabulations are correct.

**6/4/13** Date Nina Reg

PROJECT NO. P-887			Cedar Mill Construction Company LLC 19465 SW 89th Ave.			
DESCRIPTION: Camas Municipal Center			Tualatin, OR 97062	2		
Lobby Flooring Replacement Entered by						
DATE OF BID OPENING: June 4, 2013, 11 a.m. RLS					503.885.9370	
ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL
Remove, Dispose, Furnish, and Install						
1 Modular Carpet	SF	656.00	\$5.34	\$3,503.04	\$7.01	\$4,598.56
2 Modular Carpet for Inventory	СТ	1.00	\$60.00	\$60.00	\$205.30	\$205.30
3 Remove, Dispose, Furnish, and Install Base	FT	157.00	\$1.91	\$299.87	\$3.40	\$533.80
Remove, Dispose, Furnish, and Install						
4 Marmoleum	SF	24.00	\$8.00	\$192.00	\$14.70	\$352.80
Subtotal Bid Items 1-4				\$4,054.91		\$5,690.46
8.4 % Sales Tax				\$340.61		\$478.00

\$4,395.52

\$6,168.46



# 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.
	<b>aw</b> : The application was submitted on January 31, 2013, and the applicable codes are those re in effect on the date of application. Camas Municipal Code Chapters (CMC) specifically (not

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 21<sup>st</sup>. 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

COMP PLAN DESIGNATIONS	ZONING DISTRICTS	2013 ACREAGE
Commercial*		
	Mixed Use	10.8
	Downtown Commercial	45
	Neighborhood Comm.	11
	Community Comm.	116.7
	<b>Regional Commercial</b>	424
Industrial*		
	Business Park	C
	Light Industrial	35
	Heavy Industrial	943
Light Industrial/B	Susiness Park*	1,506.5
	*Does not include UG	A acreage

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.

C. An explanation of why the current comprehensive plan is deficient or should not continue in effect;

**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 1—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.

### CPA13-01

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

DALEY, MACDONALD & MACKAY (CPA13-01)

• GENERAL APPLICATION FORM

# DALEY, MACDONALD & MACKAY PROPERTIES COMPREHENSIVE PLAN AMEDNMENT 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 APPLICAITON
- 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



City of Camas Community Development Department 616 NE Fourth Avenue • Camas, WA 98607 (360) 817-1568 • <u>www.ci.camas.wa.us</u>

**General Application Form** 

Case Number:

	Applic	ant Information	
Applicant's Name:	Please refer to the attached she	eet for a list Phone: (	)
	Last First		
Address:	Street Address	Apartment/Unit #	······································
Contact Person:	City	State	ZIP Code
(If different)	Randy Printz, Landerholm	E-mail Address: randy.printz@lande	rholm.com
	Prong	rty Information	
Property Address:	4511 NW 18th Avenue	125623-000, 125193-000, 11	
r toporty riddrood.	Street Address	County Assessor # /	
	Camas	WA	98607
Township, Range,	City	State	ZIP Code
Section, 1/4 Sec.	See attached sheet	Site Size 28.19	
Zoning District	LI/BP Descri		
Brief description:		ption of Project omprehensive Plan Amendment. Re	for to the perrative for
·····	additional information.	omprenensive Flan Amendment. Ke	aler to the hanalive for
A	comparison of the second s	YES	NO IVI
	consolidated review per CMC 18.55		$\mathbf{X}$
Permits Requested:	Туре   Туре	I 🗌 Type III 🖾 Ty	pe IV, BOA, Other
	Property Owne	er or Contract Purchaser	
Owner's Name:	Please refer to the attached list	Phone:(	)
	Last First		
Address:	Street Address	Annature of the test of	
	Sheel Address	Apartment/Unit #	
	City	State	Zip
		Signature	
	icant to make this application. Furth	er, I grant permission for city staff to	conduct site inspections of
the property.	$\int \int d \sigma d d d d$	<i>y</i>	1 1
Signature:	Sand Mark	an	Date: // 2.9/13
	owners are party to the application, an add signature, then a letter of authorization from	itional application form must be signed by each the owner is required	h owner. If it is impractical to
optimit a property daried		Staff Use	
		an an ann ann an Ann Ann an Ann an	
Date Submitted:	Pre-Application	n Date:	
Staff: I	Related Cases # •	•	Validation of Fees



City of Camas Community Development Department 616 NE Fourth Avenue • Camas, WA 98607 (360) 817-1568 • <u>www.ci.camas.wa.us</u>

.

General Application	n Form	Case Number:
	Applicant Information	
Applicant's Name:	Please refer to the attached sheet for a list Phone: _(	<u>}</u>
h od data a se	Ləsi First	
Address:	Streel Adoress Apartment/Unit #	n
	City State	ZIP Code
Contact Person:	Randy Printz, Landerholm E-mail Address: randy.printz@land	
(if different)		
	Property Information	
Property Address:	4511 NW 18th Avenue 125623-000, 125193-000,	
	Street Address County Assessor # Camas WA	98607
	City State	ZIP Code
Township, Range, Section, ¼ Sec.	See attached sheet Site Size 28.19	
Zoning District	LI/BP	
	Description of Project	
Brief description:	The Applicant's request a formal Comprehensive Plan Amendment. I additional information.	Refer to the narrative for
	additional mitorination.	
L	YES	NO
Are you requesting a	consolidated review per CMC 18.55.020(B)?	
Permits Requested:	🔲 Type I 🔲 Type II 🛄 Type III 🖾 T	ype IV, BOA, Other
	Property Owner or Contract Purchaser	
Owner's Name:	Please refer to the attached list Phone: (	) .
	Læst First	······································
Address:		
	Street Address Apartment/Unit #	
	City State	Zip
	Signature	
	cant to make this application. Further, I grant permission for city staff	to conduct site inspections of
the property.	Billy Bouch M/L	
Signature:	a print with	Date:
Note: IF multiple property obtain a property owner	r owners are party to the application, an additional application form must be signed by e signature, then a letter of authorization from the owner is required.	ach owner. If it is impractical to
	Staff Use	
Date Submitted:	Pre-Application Date:	_}
Staff:	Related Cases # •	Validation of Fees

#### Supplement Sheet to the Application for the Daley, MacDonald & Mackay Properties

Applicants and Owners:

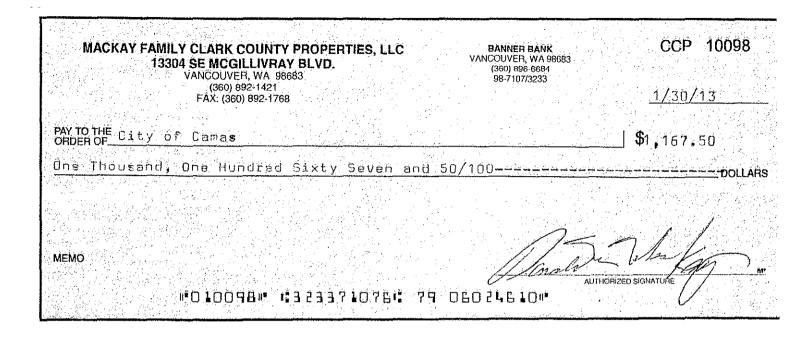
Dennis W. Daley 462 Stevens Avenue Suite 201 Solana Beach, CA. 92075 Phone: 858-401-3601 Email: ddaley@daley-heft.com

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



MACDONALD PR 6925 SUNN MARYSVILLE, W (425) 33	YSIDE BLVD.	First Independent Cient Help Une 360.699.4200 98-537-1233	33: 1/29/2013
PAY TO THE City Of Camas ORDER OF			<b>\$</b> <sup>**1,167.50</sup>
One Thousand One Hundre	ed Sixty-Seven and 50/100	)****	DOLLAF
Parcels 125623, 12	5193, 125185	/ MACDONALD	PROPERTIES, INC.
		(and M.	nataniekod

T.

#### Application Checklist and Fees (Nov. 2010)

Annexation	\$250 - 10% petition; \$1,250 - 60%	petition 001-00-345-890-00		\$
Appeal Fee		001-00-345-810-00	\$330.00	\$
Archaeological R	view	001-00-345-810-00	\$110.00	\$
<b>Binding Site Plan</b>	\$1,575 ÷ \$20 per unit	001-00-345-810-00		\$
Boundary Line Ac	justment	001-00-345-810-00	\$85.00	\$
Comprehensive P	lan Amendment	001-00-345-810-00	\$1,650.00	\$1,650.0
Conditional Use F	ermit			
Residential	\$2,856 + \$92 per unit	001-00-345-810-00		\$
Non-Reside	Itial	001-00-345-810-00	\$3,650.00	\$
Continuance of P	ublic Hearing	001-00-345-810-00	\$280.00	\$
Critical or Sensitiv	e Areas (fee per type)	001-00-345-810-00	\$650.00	\$
(wetlands, ste	ep slopes or potentially unstable soils, streams and	watercourses, vegetation removal, with	dife habitat)	
Design Review		-		
Minor		001-00-345-810-00	\$366.00	\$
Committee		001-00-345-810-00	\$1,673.00	\$
Development Agr	ement \$745 first hearing; \$280 ea, add'l h	learing 001-00-345-810-00		\$
Fire Department I				
	other Development Review	001-00-345-830-10	\$120.00	\$
	other Development Inspection	001-00-322-110-00	\$120.00	\$
	or PRD Review	001-00-345-830-10	\$150.00	\$
	or PRD Inspection	001-00-322-110-00	\$150.00	\$
Site Plan Re		001-00-322-110-00	\$180.00	\$
Site Plan In		001-00-322-110-00	\$180.00	\$
·····	m development charge (See CMC 13.88.100	and the second		\$
	s within Fisher Basin, storm development fees due	have the second s		
Home Occupation		at time of that plat application		
			\$0.00	
	cation (No fee)	001 00 001 000 00		ď.
Major		001-00-321-900-00	\$55.00	 \$
LI/BP Developme		001-00-345-810-00	<u> </u>	
	s to approved development	001-00-345-810-00	\$165.00	\$
Planned Resident	al Development \$27 per unit + subdivi	sion fees 001-00-345-810-00		\$
Plat. Preliminary	··· · · · · · · · · · · · · · · · · ·			<u>^</u>
Short Plat	4 lots or less: \$1,615.00 per lot	001-00-345-810-00		\$
Short Plat	5 lots or more: \$6,055 + \$210 per			\$
Subdivision	\$6,055 + \$210 per lot	001-00-345-810-00		\$
Plat, Final;				
Short Plat		001-00-345-810-00	\$165.00	<u> </u>
Subdivision		001-00-345-810-00	\$997.00	_\$
Plat Modification/		001-00-345-810-00	\$515.00	<u>S</u>
Pre-Application (1	vpe III or IV Permits)			
No fee for T	pe l or ll			
General		001-00-345-810-00	\$290.00	\$
Subdivision		001-00-345-810-00	\$752.00	\$
SERA		001-00-345-890-00	\$685.00	\$695.0
Shoreline Permit	<u></u>	001-00-345-890-00	\$745.00	\$
Sign Permit				
General Sig	Permit (Exempt if building permit is requir	ed) 001.00.322.400.00	\$33.00	\$
Master Sign		001.00.322.400.00	\$100.00	\$
	\$953 + \$25 per unit	001-00-345-810-00		\$
Site Plan Review		001-00-345-810-00		\$
Site Plan Review Residential		001-00-345-810-00	,,,,,,,,,	\$
Site Plan Review Residential Non-Resider		001-00-343-510-00		Ψ
Site Plan Review Residential Non-Resider	ential/Non Residential	or 1000 of of GEA		
Site Plan Review Residential Non-Resider Mixed Resid	ential/Non Residential \$3,350 + \$25 per res unit + \$65 pe		COL ON	¢
Site Plan Review Residential Non-Resider Mixed Resid	ential/Non Residential \$3,350 + \$25 per res unit + \$55 pe ermit	er 1000 st of GFA 001-00-321-900-00	\$65.00	\$
Site Plan Review Residential Non-Resider Mixed Resid Temporary Use P Unclassified Use	ential/Non Residential \$3,350 + \$25 per res unit + \$65 pe ermit <u>Permit</u>	001-00-321-900-00	\$65.00	
Site Plan Review Residential Non-Resider Mixed Resid Temporary Use P Unclassified Use Residential	ential/Non Residential \$3,350 + \$25 per res unit + \$55 pe ermit ?ermit \$2,856 + \$92 per unit	001-00-321-900-00		\$
Site Plan Review Residential Non-Resider Mixed Resid Temporary Use P Unclassified Use	ential/Non Residential \$3,350 + \$25 per res unit + \$55 pe ermit <u>Permit</u> \$2,856 + \$92 per unit tial	001-00-321-900-00	\$65.00 \$3,650.00 \$588.00	

Adopted by Res. 1023, Aug 2005; Revised by Res. 1113, Sept. 2007; Revised by Res. 1163, Oct. 2009; Revised by Res. 1204, Nov 2010 For office use only

Total Fees Due: \$ 2,335.00

G:\CDEMPLANNING\Forms & Handouts\Fee Schedule Nov 2010



#### Pre-Application Meeting Comprehensive Plan Amendment Daley, MacDonald & Mackay 4511 NW 18<sup>th</sup> Avenue #125623-000, #125193-000, #125185-000 File PA 13-01

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

Applicant / Contact:	Applicant(s): Dennis W. Daley Email: <u>ddaley@dalev-beft.com</u> Douglas MacDonald Email: <u>iccclassc@email.com</u> Dan Mackay Email: dpm30@comcast.net	Contact: Randy Printz, Landerholm 805 Broadway, Suite 1000 Vancouver WA 98666 Ph: (360)816-2530 Email: Randy.printz@landerholm.com
Representing City of Camas:	Phil Bourquin, Community Devel Sarah Fox, Sr. Planner	lopment Director
Location:	4511 NW 18 <sup>th</sup> Avenue 125623-000, 125193-000, <b>Z</b> 125185-000	oning: 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.citvofcamas.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 <u>CMC Chapter 18.51 and CMC Chapter 18.55</u>. Deadlines for submitting an application is **January 31**<sup>st</sup>.
- 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.

DALEY, MACDONALD & MACKAY (CPA13-01)

• 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 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

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 LI/BP 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 Ll 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 APPLCIATION 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

MacKay & MacDonald - J MACM03-000001 - 637951.doc 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. <u>Why the current Plan is deficient or not continue in effect</u>

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.

MacKay & MacDonald - 2 MACM03-000001 - 637951.doc (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.

MacKay & MacDonald - 3 MACM03-000001 - 637951.doc (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<sup>7</sup>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

MacKay & MacDonald - 5 MACM03-000001 - 637951.doc 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. <u>State Environmental Policy Act</u>

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.



Community Development Department 616 NE Fourth Avenue • Camas, WA 98607 (360) 817-1568 www.cityofcamas.us

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

> . And the second

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: <u>dpm30@comcast.net</u>

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

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

a. Name of person completing form:

Randy Printz Landerholm Law Firm 805 Broadway Suite 1000 Vancouver, WA. 98666 <u>Randy.printz@landerholm.com</u> (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.
- 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.
- 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.
- 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 government 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/Bushiness 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 18<sup>th</sup> 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)?

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

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.

#### 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 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.

#### 3. Water

- a. Surface:
  - 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
- 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.
- Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.
   No.
- 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:

.

- 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):
  - 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.
  - 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 plan review.

#### 4. Plants

- a. Check or circle types of vegetation found on the site: <u>deciduous tree:</u> alder, maple, aspen, other <u>evergreen tree</u>: fir, cedar, pine, other <u>shrubs</u> <u>grass</u> <u>pasture</u> 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: <u>hawk</u>, heron, eagle, <u>songbirds</u>, other: mammals: <u>deer</u>, 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.

City of Camas SEPA Checklist

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.

 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

- 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.
- 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.
- 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 18<sup>th</sup> 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.
- 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

- 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.
- Proposed measures to reduce or control impacts, if any:
   An archaeological predetermination will eventually be required as the site is located in the high archeological 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 18<sup>th</sup> 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: <u>electricity</u>, natural gas, <u>water</u>, refuse service, <u>telephone. sanitary sewer</u>, 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:	Dan	Q	P. Mackan
Print name:	DAWIEL	P.	MACKALY
Date Submi	tted:		0

City of Camas SEPA Checklist

#### **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.

- 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.
- 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.

- 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.

DALEY, MACDONALD & MACKAY (CPA13-01)

• SECOND NARRATIVE (FEBRUARY 25, 2013)

#### SECOND SUPPLEMENTAL NARRATIVE FOR ANNUAL REVIEW

#### Introduction

RECEIVEL FEB 2 3 2011 ETTY OF CAMAS The Applicant submitted a detailed narrative with the pre application conference add many of the City's Comprehensive Plan, goals and polices provided for in CMC 18.51. Due 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

#### Α. 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

MacKay & MacDonald - 1 MACM03-000001 - 653656.doc

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.

MacKay & MacDonald - 2 MACM03-000001 - 653656.doc 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

MacKay & MacDonald - 3 MACM03-000001 - 653656.doc 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.

MacKay & MacDonald - 4 MACM03-000001 - 653656.doc (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 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

MacKay & MacDonald - 5 MACM03-000001 - 653656.doc 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?

MacKay & MacDonald - 6 MACM03-000001 - 653656.doc 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.

MacKay & MacDonald - 7 MACM03-000001 - 653656.doc

DALEY, MACDONALD & MACKAY (CPA13-01)

• 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):

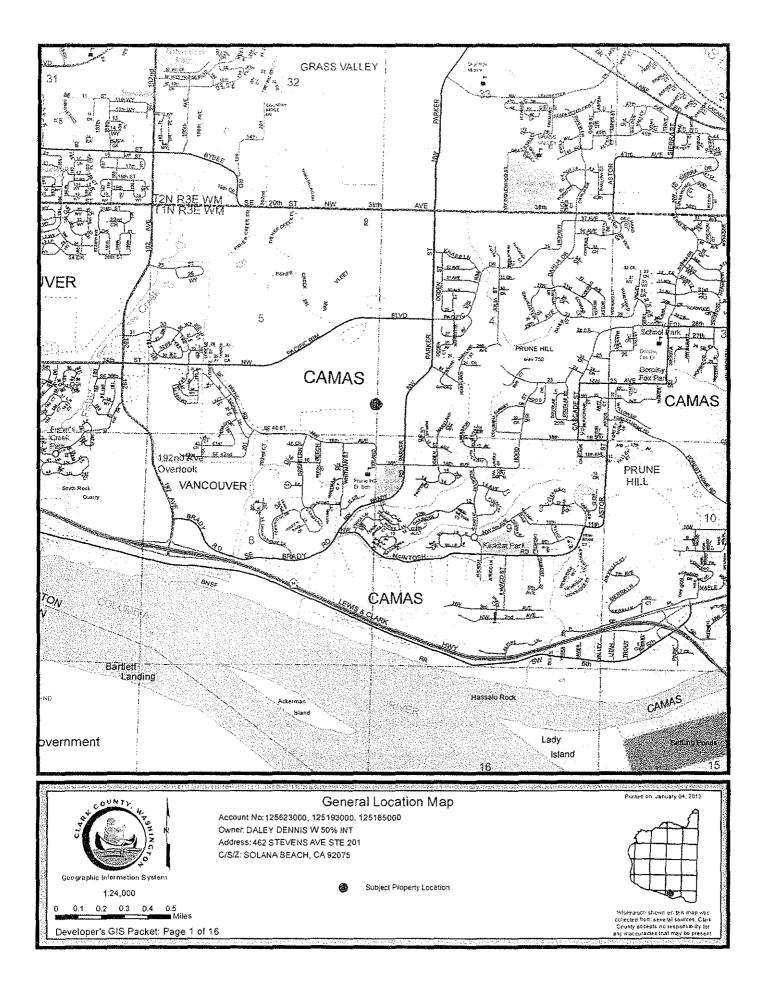
125623000 125193000 125185000

PDF # 104868 *Printed:* January 04, 2013 *Expires:* January 04, 2014



## **Table of Contents**

General Location Map			
Property Information Fact Sheet			
Elevation Contour Map	3		
2012 Photography Map	4		
2012 Photography Map with Elevation Contours	5		
Zoning Map	6		
Comprehensive Plan Map	7		
Arterials, C-Tran Bus Routes, Parks and Trails Map	8		
Water, Sewer and Storm Systems Map	9		
Soil Type Map	10		
Environmental Constraints Map I	11		
Environmental Constraints Map II	12		
Adjacent Development	13		
Quarter Section Map(s)			



## **Property Information Fact Sheet**

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 Water District: Camas Wildland: 500+ elev. & forest, slopes, or no FD, 500+ elev. and nothing else, No Mapping Indicators

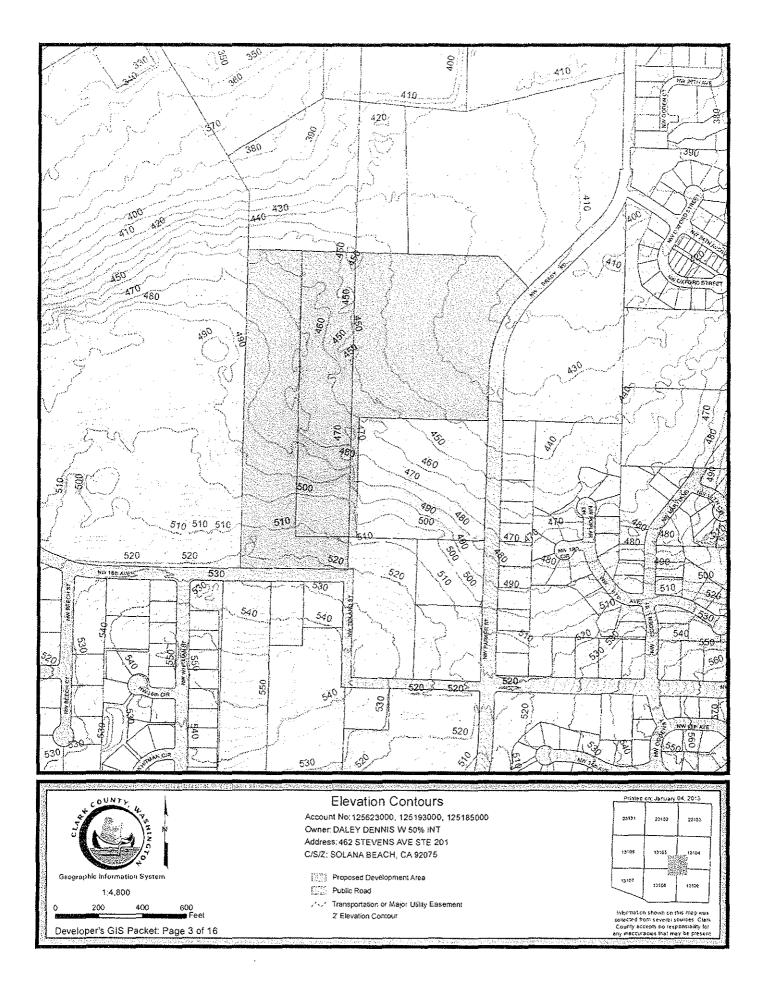
## ENVIRONMENTAL CONSTRAINTS:

Soil Type(s): OdB, 8.0% of parcel PoB, 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, 1.0% 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

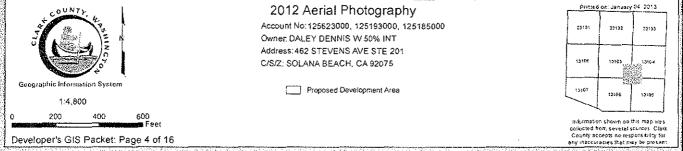
\*\*\*NOTE\*\*\*

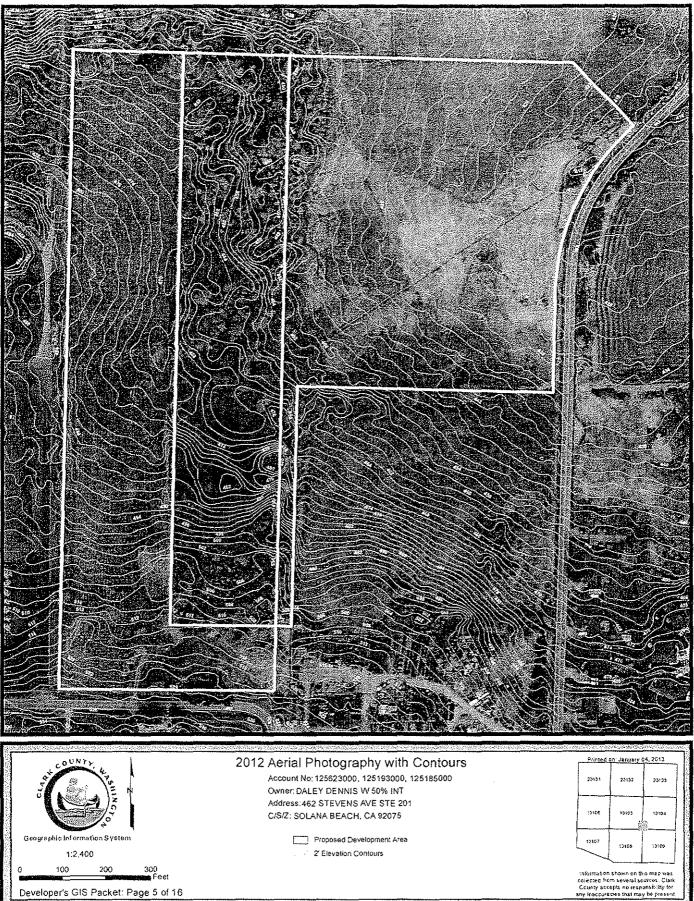
This data is compiled from many sources and scales. Clark county makes this information available as a service, and accepts no responsibility for any inaccuracy, actual or implied.

DEVELOPERS GIS PACKET, Page 2 0f 16 Printed: January 04, 2013

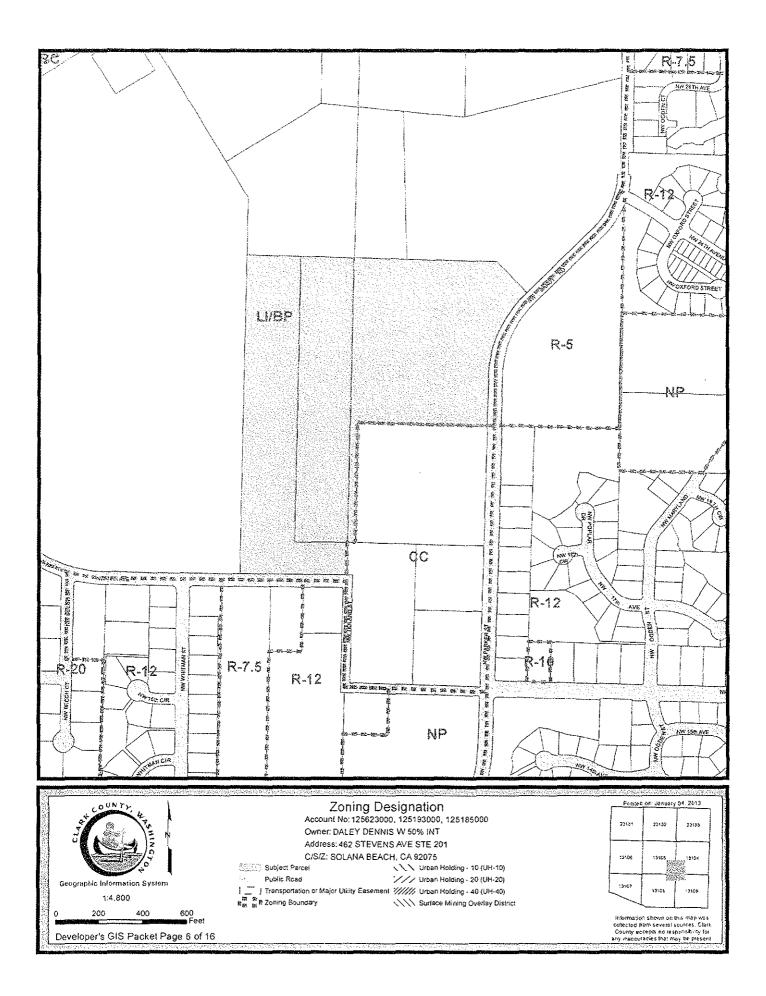


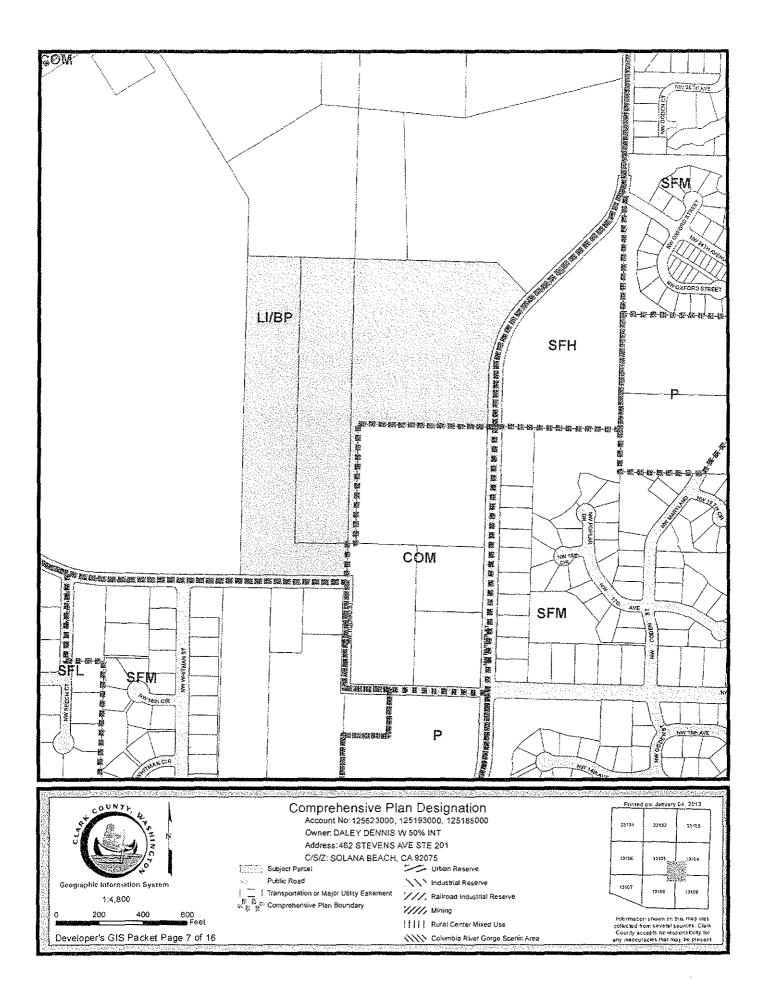


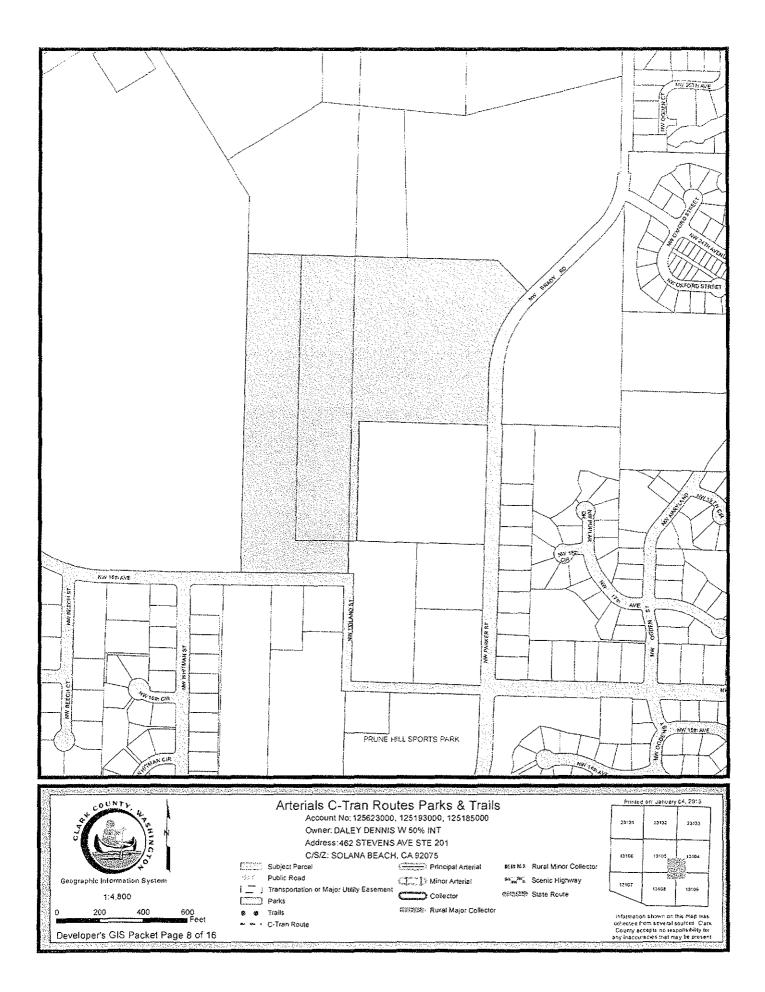


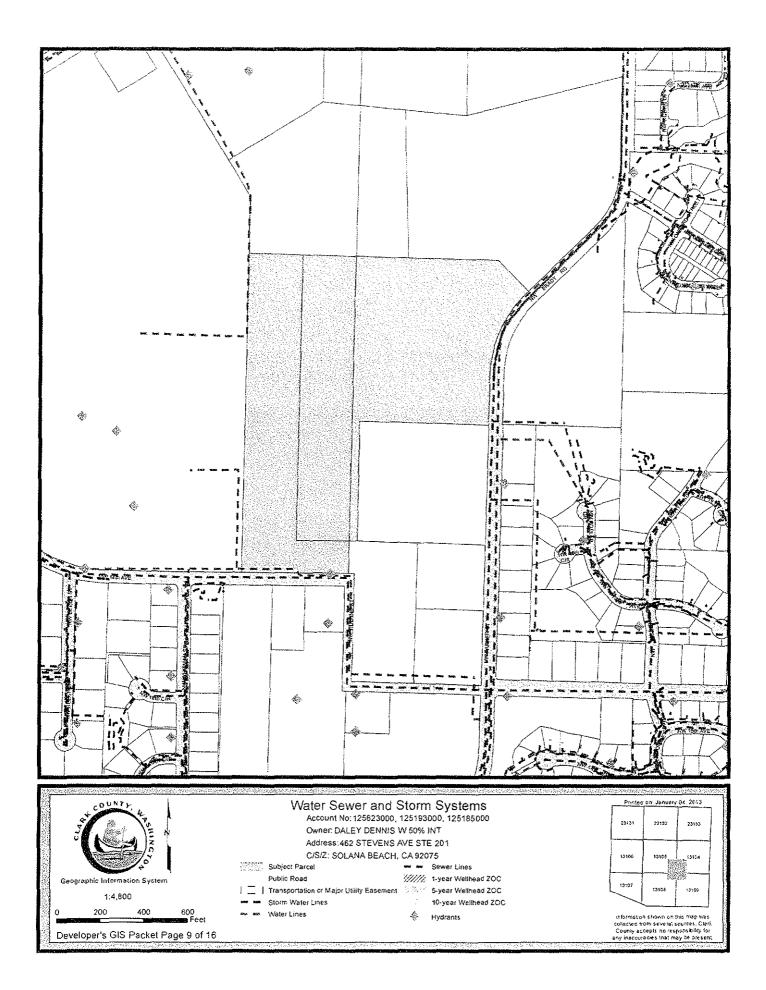


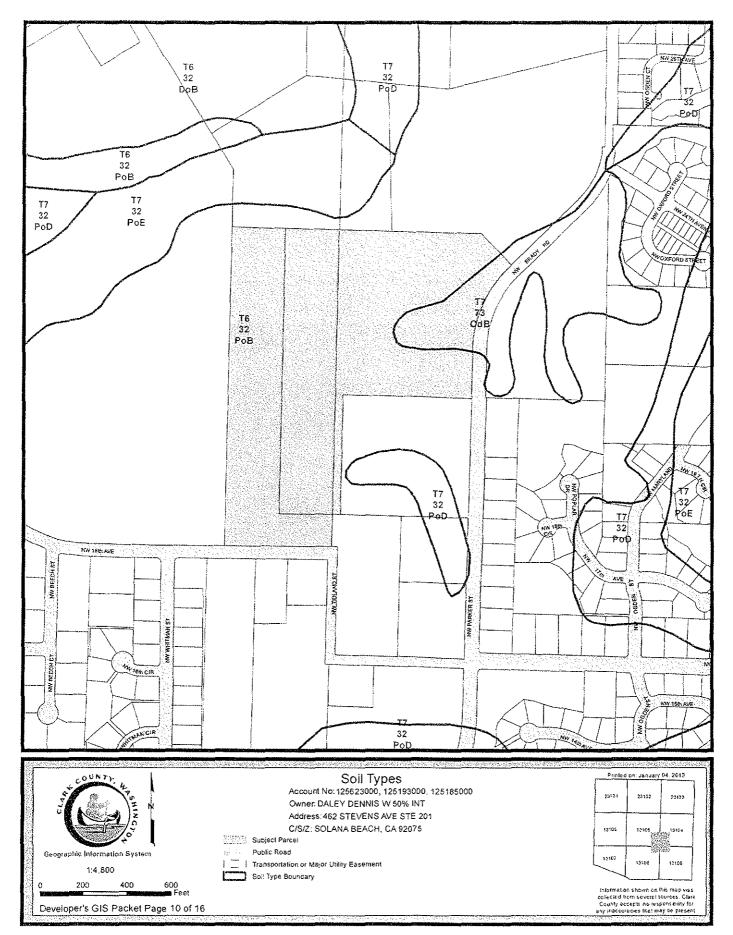
Developer's GIS Packet: Page 5 of 16

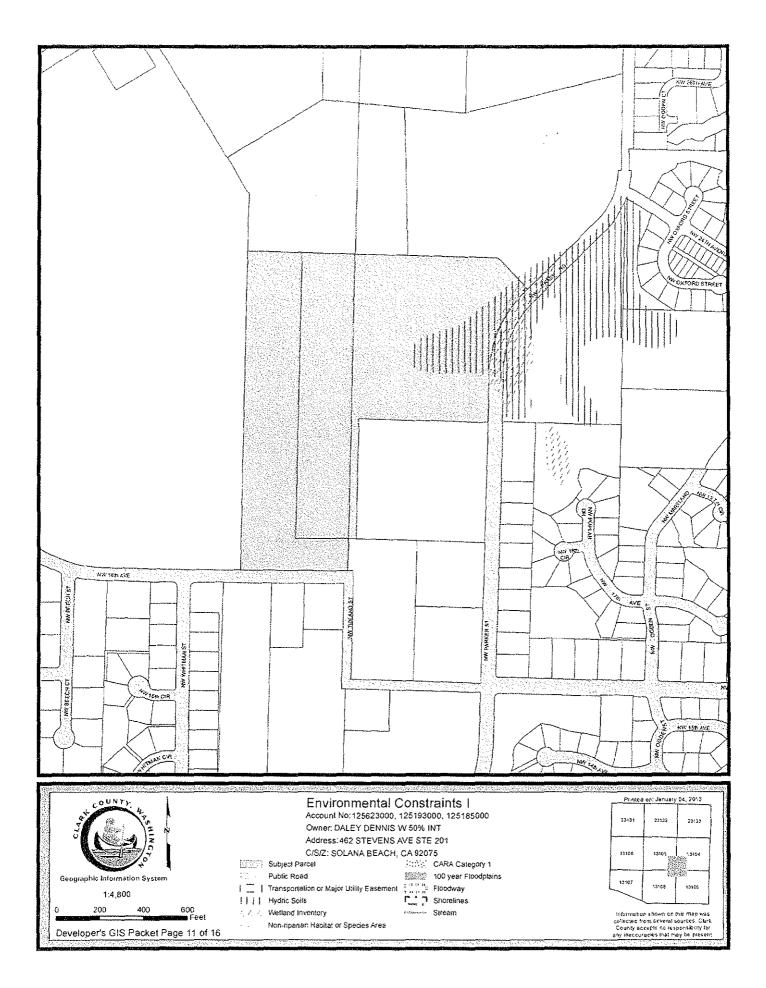












# NOTICE: DEVELOPER'S PACKETS CONTAIN THE UPDATED SHORELINE DESIGNATION MAP LAYER

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.

Vancouver - http://www.cityofvancouver.us/environmentalOrd.asp?menuid=10463&submenuid=10487

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

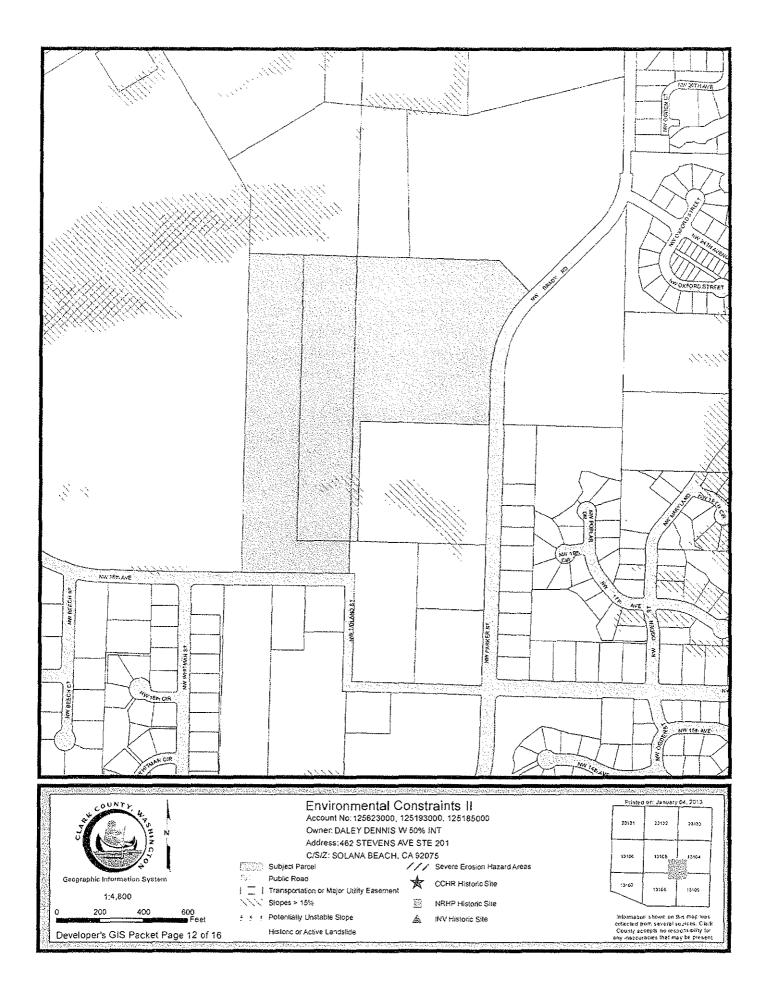
Other jurisdictions – Refer to the Interim Shoreline Designations map layer in MapsOnline until the updated Shoreline Designation Map becomes effective, at which time the Shoreline Designations map layer will take effect.

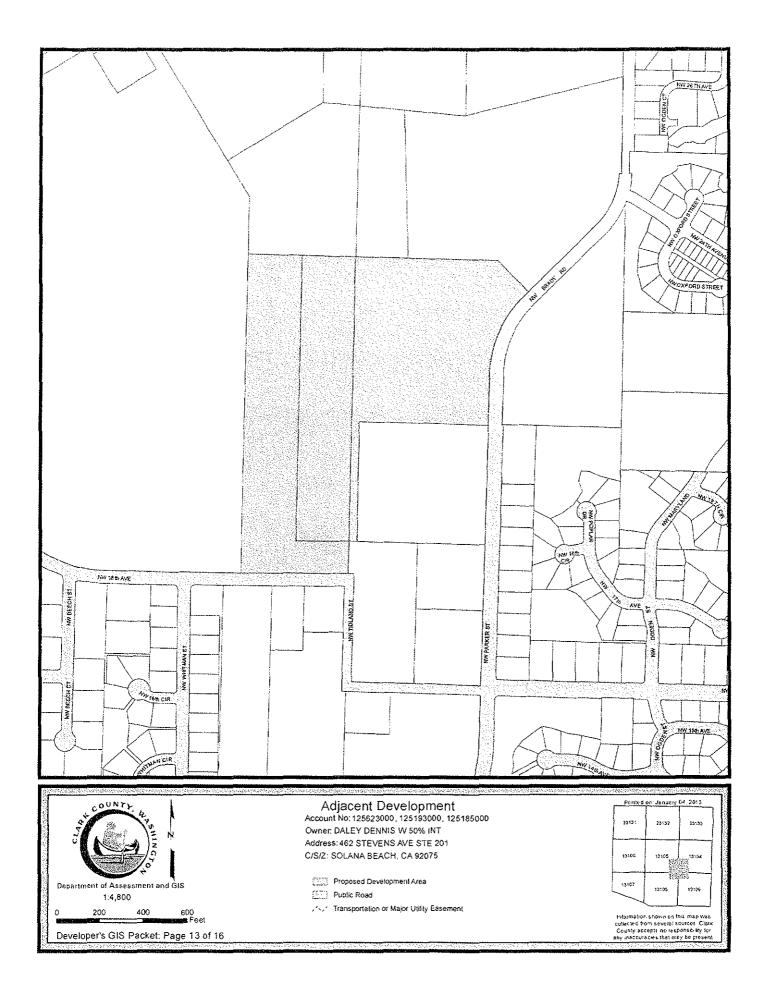
Battle Ground - http://www.cityofbg.org/index.aspx?nid=374

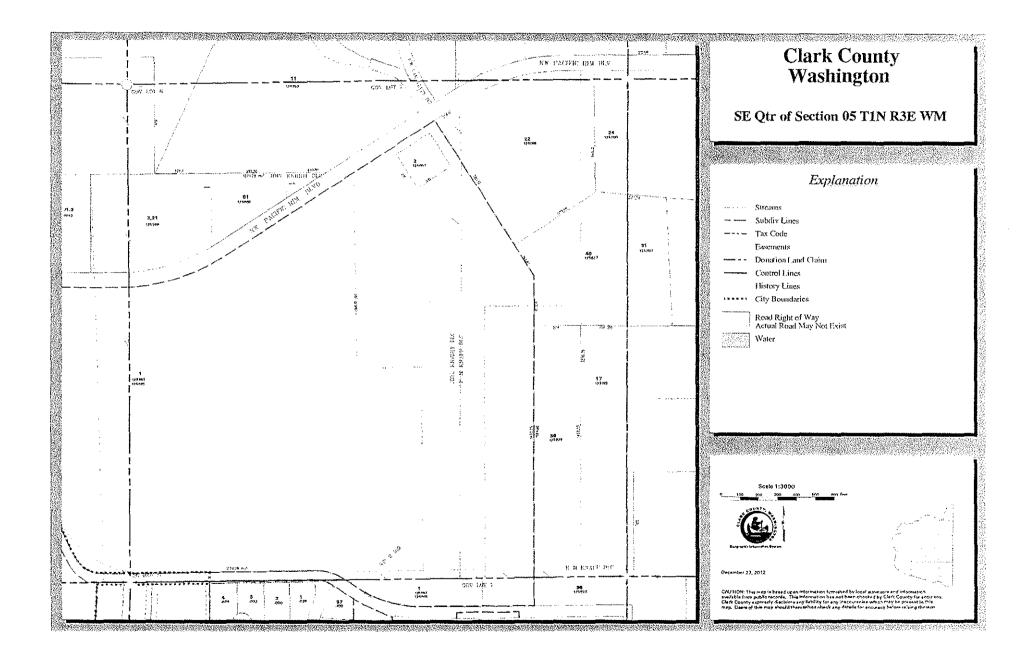
La Center - http://www.ci.lacenter.wa.us/city\_departments/city\_planner.html

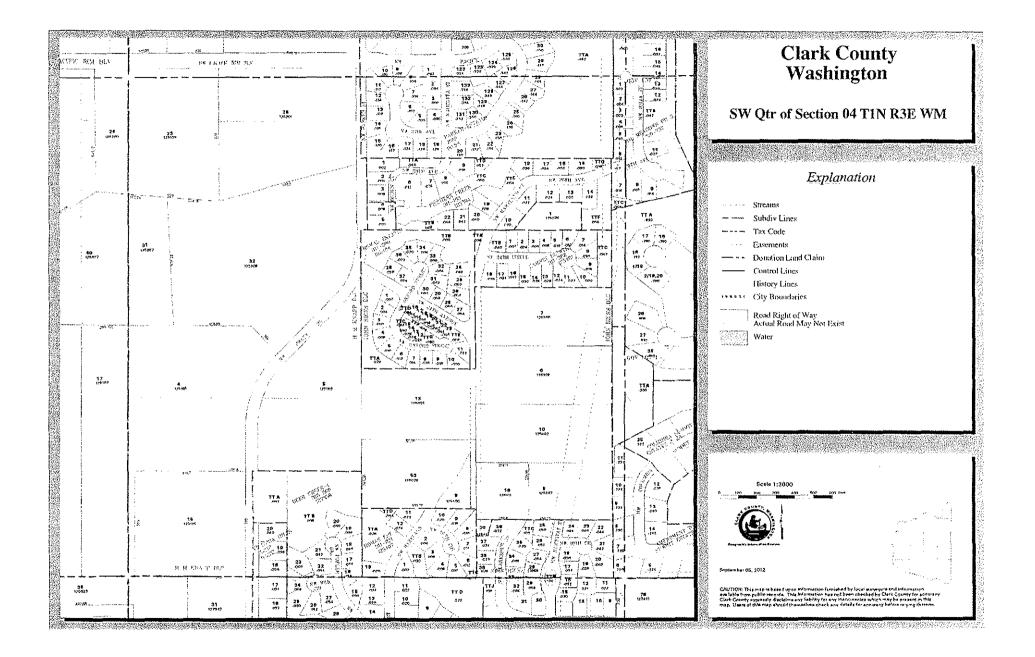
Ridgefield - http://www.ci.ridgefield.wa.us/resources/documents/SMPAdoptedApril122012.pdf

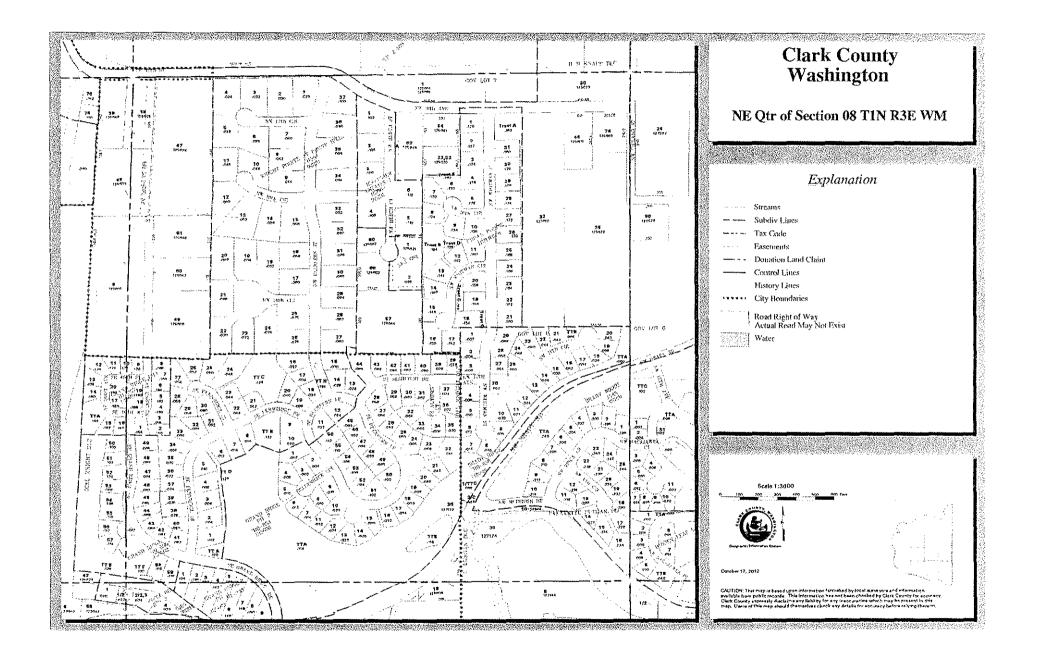
Washougal - http://www.cityofwashougal.us/city-services/community-development2/planningdivision2/services/shoreline-master-program-update.html











## RESOLUTION NO. 1272

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 3<sup>rd</sup> 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 17<sup>th</sup> day of June 2013.

SIGNED:

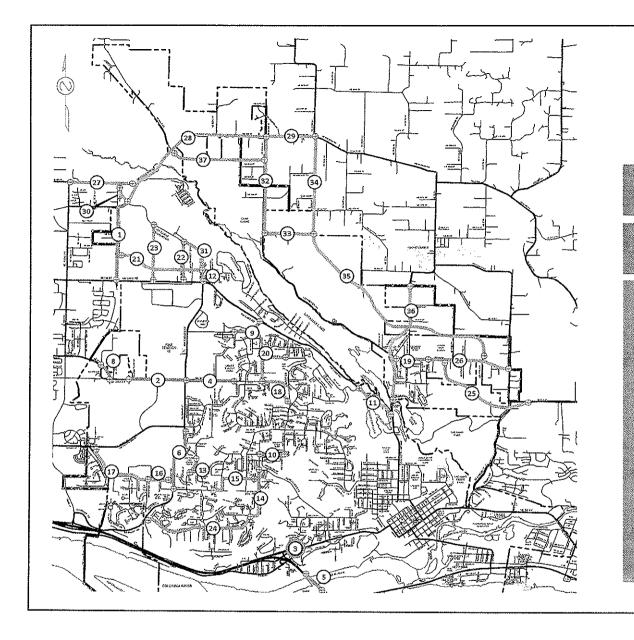
Mayor

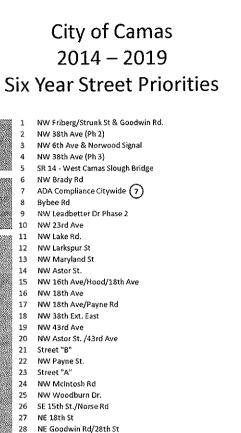
ATTEST: \_\_\_\_\_

Clerk

APPROVED as to form:

City Attorney





- 29 NE 28th St
- NW Camas Meadows Dr (West) 30
- NW Camas Meadows Dr (East) 31
- 32 NE 232nd Ave
- 33 NE 9th St
- 34 NE 242nd Ave
- 35 New East/West Arterial
- SR 500 (Everett St/Rd) 36
- 37 NW Ingle Rd Extension

<sup>130507-291 2014</sup> Six Year Street Plan, REV - A, FINAL

Washington State Department of Transportation

Six Year Transportation Improvement Program

Agency: Co. No.: City No.:	Camas         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC											earing i mend [		F 6/3/20			14 on Date: tion No.		2019
	Project Identification A. PIN/Federal Aid No. B. Bridge No.	ıt		ę	s			Project Costs	s in Thousa Fund Sc							re Scheo	lule		ally Funded ects Only
Unctional Class Priority	C. Project Title	'emei e(s)	Status	-engt	Codes	hase	-	Federal Fu						(	(Local A	(gency)			R/W
Functional Class Priority	<ul> <li>D. Street/Road Name or Number</li> <li>E. Beginning MP or Road - Ending MP or Road</li> <li>F. Describe Work to be Done</li> </ul>	Improvement Type(s)	Sta	Total Length	Utility	Project Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MM/YY)
1 2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16 1	NW Friberg St. & Goodwin Rd. NW Lake Rd. to Camas Meadows Dr. from: Widering, bike lanes, signal upgrade PE obligated in 2012	03	S	.83	C G P T		1/1/2014			OTHER PWTF	1000		2450 1000	2450 1000			- 4400044001100	-	Yes
	RW in 2013						tals	075/11			3450		3450 3470	3450 3470	1	1	1		
16 2	NW 38th Ave SE Armstrong SL to NW Parker from: to Widering, bike lanes PE & R/W in 2013	03	S	.55	W S P T C G		3/1/2014	STP(U)		T:Β	4 or 1	[							Yes
				<u> </u>			tals 3/1/2014		1,100	PWTF	1720		3470 1750	3470 1750			1		
14 3	NW 6th Ave. NW Norwood St. to NE Adams from: to: Norwood traffic signal and re-surfacing	24	Ρ	00			5 / 2014										[		No
					1	To	tals				1750		1750	1750					<u> </u>
16 4	NW 36th Avenue NW Parker to Grass Valley Park from: to: Widening, bike lanes	03	Ρ	.45	P C G T	RW	1/1/2015 6/1/2015 6/1/2016					270 600 2370	600		270 600				Yes
** *********			[			To	tals					3240	3240			2370		-	
1	1	1	1		:	1 10						QL-10			200			1	

Report Date: May 14, 2012

Page 1

<b>7</b> wa	shington State Department of Transportation
Agency:	Camas

6/3/2013

Hearing Date:

Agency.		~~	
Co. No.:	06	Co. Name:	Clark Co.

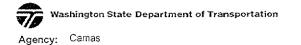
# From 2014 to 2019

Adoption Date:	

City N	lo.:	0145 MPO/RTPO: RTC										A	nend D	ate:			Resolut	ion No.:		
		Project Identification			_			1	Project Costs						Exc	enditur	e Sched	ule		ally Funded ects Only
onal ss	ber ber	A. PIN/Federal Aid No. B. Bridge No. C. Project Title	(s)	5	ngt	Codes	ase		Federal Fur	Fund So	ource Int	rormatio	n			Local A				R/W
Functional Class	Priority Number	<ul> <li>D. Street/Road Name or Number</li> <li>E. Beginning MP or Road - Ending MP or Road</li> <li>F. Describe Work to be Done</li> </ul>	improvement Type(s)	Status	Total Length	utility c	Project Phase	Phase Start	Federal Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds		1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date ( <i>MM/YY</i> )
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
12	5	SR-14 West Camas Slough Bridge	03	P	2.25		ALL	1/1/2017			WSDOT	20000		20000				20000		No
		from: to: Widen to 4 lanes NOTE: PE phase began 1/2006										00000						20000		
				<u> </u>				tals			!	20000	175	20000 175		175	1	20000	<u> </u>	
16	6	<i>NW Brady Rd</i> NW 16th to NW 25th from: to: Widening, bike lanes	03	P	.53	P C G T	RW	1/1/2015 6/1/2017					225 1295	225			225	1295		Yes
								tals					1695	1695		175	225	1295	-	
14	7	ADA Compliance	28	P	00	1	ن	1/1/2014			dar tagan		30		5				· · · · · · · · · · · · · · · · · · ·	No
		from: Citywide to:																		
ļ			1				To	tals					30	30	5	5	5	15	1	
17	1	Bybee Road Realignment SE 15th St. to SE 20th St. from: to:	01	Ρ	.05	C S W G	ALL	6/1/2015					1385	1385				1385		Yes
		New construction				P T														
							To	tals					1385	1385				1385		1

Report Date: May 14, 2012

Page 2



# Six Year Transportation Improvement Program

From 2	2014	to	2019
--------	------	----	------

Co. Name: Clark Co Co. No.: 06

City No.: 0145 MPO/RTPO:

Functional Class Priority Number

145 MPO/RTPO: RTC	<del></del>										earing I mend D		6/3/20	013	Adoptio Resolu			
Project Identification							Project Costs	in Thousa	nds of I	Dollars			_					Ily Funded
A. PIN/Federal Aid No. B. Bridge No.	) ent		ցա	les	¢			Fund So	urce In	formatio	n			penditur ( <i>Local A</i>		luie	Proje	ects Only
C. Project Title	en e(s	tus	en	S S	has		Federal Fun	iding	, , , , , , , , , , , , , , , , , , ,					LOCAI A	(gency)			R/W
D. Street/Road Name or Number	Typ	Sta	tai	The second secon	5	Phase	Federal	Federal	State	01-1-		T-6-1		[		4th	Envir.	Required
E. Beginning MP or Road - Ending MP or Road	<u>ة</u>		70	5	oject	Start	Fund	Cost by	Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	Thru	Туре	Date (MM/YY)
F. Describe Work to be Done					۲ م		Code	Phase	Code	1 0,100	i unicio	,				6th		
3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
				1	CN	1/1/2016				1	30	30		-	ĺ.	30	0-	

Fun C	εź	<ul> <li>D. Street/Road Name or Number</li> <li>E. Beginning MP or Road - Ending MP or Road</li> <li>F. Describe Work to be Done</li> </ul>	lmpro Ty	St	Total	Utility	Project I	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund		Local Funds		1st	2nd	3rd	4th Thru 6th	Envir. Type	Date (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
17	9	NW Leadbetter Dr., Ph. 2 NW Lake Rd. to NW Parker St. from: to. Widening with bike lanes, sidewaik NOTES: PE phase began 1/2007	26	Ρ	.83	P C T G W S		1/1/2016					30					30	CE	No
00	10	NW 23rd Ave. NW Astor to NW Sierra from: to: Widening, scewafk	04	P	.23		ALL Tol	1/1/2017					500					500		Yes
16	11	Lake Rd NW Lacamas Ln to NE Everett from: to: Widening, sidewark	03	P	.45			6/1/2018					500 3000 3000	500 3000				3000	· · ·	Yes
00		<i>NW Larkspur St.</i> NW Lake Rd. to NW 60th from: to: Widening, sidewalk	03	P	.13	W S P T C G		1/1/2017					420	·				420		Yes
							Tot	als					420	420				420		

Report Date: May 14, 2012

Page 3



From 20	)14	to	2019
---------	-----	----	------

Co. No.: 06 Co. Name: Clark Co.

City No.: 0145 MPO/RTPO: RTC

#### Hearing Date: 6/3/2013 Adoption Date: Amend Date: Resolution No.: Project Costs in Thousands of Dollars Fund Source Information Expenditure Schedule Projects Only

		Project Identification	4						Project Costs i	n Thousa	nds of l	Dollars			_		<u> </u>			lly Funded
lat	⊒ ⊒	A. PIN/Federal Aid No. B. Bridge No.	ont		đ	des	¢.	1		Fund Sc	ource In	formatio	'n			penditur (Local A		ule	Proje	ects Only
clior	Príoríty Number	C. Project Title	vom s)ec	Status	Len	ŏ	has		Federal Fund	ding						(LUCA) P	(gency)			RW
Functional Class	μN	D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvomont Typa(s)	St	Total Length	Utility Codes	Project Phase	Phase Start	Federai Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date ( <i>MM/YY</i> )
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
19	13	NW Maryland Street NW 19th to NW 24th from: to: New construction	01	Ρ	.25	C S W G P. T	ALL	6/1/2018			Í		250	250				250		No
		<u></u>	1				Tc	otals					250	250				250		
17	14	; NW Astor St./NW 11th Ave. NW 16th Ave. to McIntosh Rd. from: to: Widening, bike lanes includes path on Forest Home Road	03	P	.62	P C G T	RW	1/1/2016 1/1/2017 6/1/2018					105 105 1690	105			105	105 1690		Yes
		From Forest Home Lane to Astor Street		1	·		To	tals					1900	1900			105	1795		}
16		<i>NW 18th Ave., et al</i> NW Astor to NW 16th, include NW Hood from: to: Widen curb, sidewalk	03	P	.51	SWPTC		1/1/2019 6/1/2019					210 1870					210 1870		Yes
							То	tals					2080	2080				2080	1	
16		<i>NW 18th Ave.</i> NW Whitman St. to NW B <i>r</i> ady Rd. from: to: New construction with bike lanes	01	р	.26	P G T C W S	ALL	1/1/2019					2080	2080				2080		Yes
							То	tals					2080	2080				2080	1	

Report Date: May 14, 2012

Page 4



From	2014	to	2019

.....

Co. N Cîty N	o.:  o.:	06         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC											earing I mend D		6/3/20	13	Adoptic Resolut		· • • • • • • • • • • • • • • • • • • •	
		Project Identification							Project Cost	s in Thousa	nds of [	ollars				1	<u> </u>			aliy Funded
ai	≥ ਸੂ	A. PIN/Federal Aid No. B. Bridge No.	ent		GB	Codes	e			Fund Sc	ource int	ormatio	n				re Sched ( <i>genc</i> y)	ule	Proj	ects Only
ction	Priority Number	C. Project Title	ven ne(s	Status	Lenglh	Ŝ	has		Federal Fu	unding					,	Eocal P	ige//cy/			R/W
Functional Class	Ϋ́Δ	D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	improvement Type(s)	St	Total	Utility	Project Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Require Date ( <i>MM/</i> YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16		<i>NW 18th Avenue</i> NW Whitman St. to West City Limits from: to: Widening, bike lanes	03	Ρ	.40	W S P T C G	ALL	1/1/2019			- 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000 - 2000		1600	1600				1600		No
			:			G	To	tals					1600	1600				1600	1	
00 18		NW 38th Ave. Extension (east) NW Astor to NW Sierra	01	Р	.42	C S W G		1/1/2019	· • • • • • • • • • • • • • • • • • • •				2800					2800		Yes
		from: to: New construction with bike lanes				P T														
							To	tais					2800	2800				2800	-	
17	19	NE 43rd Ave.	03	Р	.36	C S G	· }·	1/1/2019					2030				WARRANG AND A	2030	~+	Yes
		from: SR-500 to: East City Limits Widen to 3 lanes with bike lanes				ρ T														
						<u> </u>		tals		·····			2030	2030	·······			2030	-	<u> </u>
00	20	NW 43rd/NW Astor - NW Sierra to NW 38ih	03	Р	.5	S P C	ALL	1/1/2019		1,21,21,21,21,21,21,21,21,21,21,21,21,21	2000 - 20		1875	1875				1875		Yes
		from: to: Widening, bike lanes				G T													-	
							To	tals	······································				1875	1875				1875	-	

Report Date: May 14, 2012

Page 5



Six Year Transportation	Improvement Program
-------------------------	---------------------

Hearing Date:

Agency:	Camas		
Co. No.:	06	Co. Name:	Clark Co.
0.0		MAG	

# From 2014 to 2019

6/3/2013 Adoption Date:

City I	ło.:	0145 MPO/RTPO: RTC										A	mend E	ate:			Resolut	tion No.:	:	
77		Project Identification A. PIN/Federal Aid No. B. Bridge No.	¥		ŧ	S			Project Costs	s in Thousa Fund So			n	·			e Sched	ule		ally Funded acts Only
Functional Class	Priority Number	C. Project Title	Improvement Type(s)	Status	Total Length	y Codes	Phase		Federal Fu						(	Local A	депсу)			R/W
Fun	Ξź	D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Impre	St	Total	Utility	Project Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date ( <i>MM/YY</i> )
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	21	North Dwyer Creek Master Plan Street "B" NW Friberg St./Strunk to NW Larkspur St. from: to: New construction	;5	Ρ	.90	C S W G P T		1/1/2019					5					5		Yes
00	~~		1				Anna	tals 1/1/2019				1	5 2070					5 2070		ļ
00	22	NW Payne St. NW Lake Rd. to NW Camas Meadows Dr. from: to: Widening	03	Ρ	.40	C G P T							5. 2. 1. 1.				ļ			Yes
						ļ		tals					2070	2070				2070	1	<u> </u>
00	23	North Dwyer Creek Master Plan Street "A" NW Lake Rd. to NW Camas Meadows Dr. from: to: New construction	15	Ρ	.64	C S W G P T	PE	1/1/2019					5	5				5		Yes
							Tot	als					5	5				5	1	
00		<i>NW McIntosh Rd.</i> NW Brady Rd. to NW 11th Ave. from: to: Widening, bike lanes	15	Р	1.2	P G C T	PE	1/1/2019					5	5				5		Yes
							Tot	als					5		~			5	1	

Report Date: May 14, 2012

Page 6



From 2014 to 2019

Co. N City I		06         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC											earing I mend D		6/3/20		-	on Date: tion No.:		
ai	y er	Project Identification A. PIN/Federal Aid No. B. Bridge No.	out		gth	tes	e		Project Costs	s in Thousa Fund Sc			n			penditur ( <i>Local A</i>		iule		aily Funded acts Only
Functional Class	Príority Number	C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start	Federal Fu Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds		1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date ( <i>MM/YY</i> )
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	25	NE Woodburn Dr SE 283rd Ave to SE 15th St. from; to: New Construction Includes 23rd St. realignment	01	P	.70	C S W G P T		1/1/2019					5650					5850		Yes
07	26	SE 15th St./Nourse Rd. from: Camas High School to: NE 283rd Ave. Widen to 3 lanes with bike fanes	<i>j</i> 5	P	.59	C S W G P T	PE	1/1/2019						5				5		Yes
00	27	NE 18th St. NE 192nd Ave to NE Goodwin Rd from: to: New construction	15	ρ	0.67		PE	6/1/2019					5	5				5		
17		NE Goodwin Rd/28th St. NW Camas Meadows Dr. to NE 232nd Ave. from: to: Widen to 5 lenes with bike lanes	15	Ρ	.46		PE	6/1/2019					5	5			[	5		
			1			1	To	lais					5	5				5	1	1

Report Date: May 14, 2012

Page 7

Washington State Department of Transportation

Six Year Transportation Improvement Program

Ager	icy:	Camas													F	rom	20 <sup>-</sup>	14	to	2019
Co. I City		06         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC											earing mend [		6/3/20	)13	-	on Date: tion No.		
onal s	ity Der	Project Identification A. PIN/Federal Aid No. B. Bridge No.	nent s)	s	ngth	odes	es		Project Costs in	Fund So			n 1			penditur ( <i>Local A</i>	re Sched Igency)	iule		ally Funded ects Only
Functional Class	Priority Number	C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start	Federal Fund Federal Fund Code	Federal Cost by		State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date ( <i>MM/YY</i> )
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
17	29	<i>NE 28th Street</i> NE 232nd Ave. to NE 242nd Ave. from: to: Widen to 5 lanes with bike lanes	15	P	0.50			6/1/2019 tals					1	5 5			1. ( )	5		
00	30	NW Camas Meadows Dr. NE 13th St. to NE 18th St. from: to: New Construction	15	Ρ	0.20		PE	6/1/2019 tals						5 5				5		
00	31	NW Camas Meadows Drive NW Payne St. to NW 60th Ave. from: to: New construction	15	P	0.41		£	6/1/2019						5 5		and the second second		5		
17	32	<i>NE 232nd Ave.</i> NE 28th St. to NE 9th St. from: to 3 lanes with bike lanes	15	P	0.97			tals 6/1/2019						5 5		100 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		5		
					[		To	tals		· · · ·			6	5 5				5		

Report Date: May 14, 2012

Page 8

Six Year Transportation Improvement Program

Ager	icy:	Camas													F	rom	20 <sup>-</sup>	14	to	2019
Co. I City		06         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC											earing mend E		6/3/20	)13	Adoptic Resolut			
Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title	Improvement Type(s)	us	Total Length	Codes	lase		Project Costs Federal Fur	Fund So		Dollars formatio	n	1		penditur ( <i>Local A</i>	re Sched Agency)	lule		ally Funded ects Only R/W
Fund Cla		D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	linprov Typi	Status	Total L	Utility Codes	Project Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund Code	State Funds			1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MMYY)
1 00	33	NE 9th St.           NE 232nd Ave. to NE 242nd Ave.           ifrom:         to:           New construction	4	5 P	0.50	7	8 PE	9 6/1/2019	10	11	12	13	14 E	15 5 5	16	17	18	19	20	21
00	34	<i>NE 242nd Ave.</i> NE 28th St. to NE 14th St. from: to: Widen to 3 lanes with tike lane	15	P	0.70	See AVE 400 C	PE	tals 6/1/2019					3	5 5				; ] {		
00	35	New NUGA E/W Arterial NE 14th St. to Nourse Rd. from: to: New construction	15	P	2.00		PE	tals 6/1/2019					ę	5 5					5	
16	36	SR-500 (Everatt St/Rd) NW Lake Rd. to SE 4th St. from: to: Widen to 3 lanes with bike lane	15	Р	1.08		· · · · · · · · · · · · · · · · · · ·	tals 6/1/2019				Projekt VIII = 4	5						5	
							To	tais					5	5 5					5	1

Report Date: May 14, 2012

Page 9



Federally Funded Projects Only

R/W Required

Agen	cy:	Camas													F	From	201	4	to	2019
Co. N City N		06 Co. Name: <u>Clark Co.</u> 0145 MPO/RTPO: <u>RTC</u>											earing mend E	****	6/3/2	013	Adoptio Resolut			
nal	ty er	Project Identification A. PIN/Federal Aid No. B. Bridge No.	ient )		ngth	des	e		Project Costs	in Thousa Fund Sc							re Schedi Agency}	ule		ally Funde ects Only
Functional Class	Priority Number	C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	tmprovement Type(s)	Status	Total Len	Utility Cor	Project Phas	Phase Start	Federal Fur Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	 1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Require Date ( <i>MM/YY</i> )
1	2	3	; 4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	37	NE Ingle Rd Extension Goodwin to 232nd Ave from: to: New construction	/5	P	1.00			6/1/2019					5	5				5		
				1		:		1/1/2016				·	2 1 60	1 50	1	:	50	<del>_</del>	<u> </u>	<u> </u>

	from: New construction	to:				otals 5 5		
16	<i>NW Pacific Rim Blvd.</i> @ SE Payne Rd. from: Traffic signal	to.	24	Ρ	00	1/1/2016         50         50           6/1/2016         220         220	50 220 No	
	 					otals 270 270	270	
14	<i>NW Brady Road</i> © NW 16th Ave. from: Traffic signal	to:	24	Ρ	00	1/1/2018 270 270	270 NO	
	 					otals 270 270	270	
16	<i>NW Lake Road</i> @ NW Sierra St. from: Traflic Signal	to:	24	Ρ	00	1/1/2018 270 270	270	
	 					otals 270 270	270	

Report Date: May 14, 2012

Page 10

<b>T</b>	Washington	State	Department	of Transportation
	Comes			

From	2014	to	2019

Co. No.:	06	Co. Name:	Clark Co.

City No.: 0145

1

00

16

16

16

#### Agency: Camas 6/3/2013 Adoption Date: Hearing Date: MPO/RTPO: RTC Resolution No.: Amend Date: Federally Funded Project Identification Project Costs in Thousands of Dollars Expenditure Schedule Projects Only Improvement Type(s) Functional Class Priority Number A. PIN/Federal Aid No. B. Bridge No. Total Length Utility Codes Fund Source Information Project Phase (Local Agency) Status C. Project Title Federal Funding R/W D. Street/Road Name or Number Required Phase Federal Federal State 4th Total Envir. State Local Date E. Beginning MP or Road - Ending MP or Road Start Fund Cost by Fund 3rd Thru 1st 2nd Туре (MM/YY)Funds Funds Funds Code Phase Code 6th F. Describe Work to be Done 2 20 21 4 5 8 15 17 18 19 3 6 7 9 10 11 12 13 14 16 ALL 1/1/2019 270 270 270 41 Ρ 24 60 NE Goodwin Rd @ NW Camas Meadows Dr No from: to: Traffic signal Totals 270 270 270 PE 1/1/2019 5 5 5 42 Ρ 15 00 NW Pacific Rim @ Parkar St from: to: Traffic Signal Totals 5 5 5 5 PE 1/1/2019 5 5 43 15 Ρ 00 SR-500 @ Leadbetter Rd from: to: Access Contro: Totals 5 5 5 PE 1/1/2019 5 5 5 44 15 Ρ 00 SR-500 @New E/W Arterial

Totals

Report Date: May 14, 2012

from:

Traffic Signal

to:

Page 11

v. 5.7 - Supersedes previous editions

5

5

5

<b>7</b> , w	ashington State Department of Transportation
Agency:	Camas

16 48

# Six Year Transportation Improvement Program

50

50

Ager	icy:	Camas													F	From	<b>20</b> <sup>-</sup>	14	to _	2019
Co. N Cîty		06         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC											earing mend [		6/3/2	013	Adoptie Resolu			
		Project Identification A. PIN/Federal Aid No. B. Bridge No.	2		s	s			Project Cost	s in Thousa Fund So			20			penditur		lule		ally Funded ects Only
diona	Priority Number	C. Project Title	(s)	Status	engl	Code	hase		Federal Fu				1			(Local A	lgency}		<b></b>	R/W
Functional Class	nd Nu	D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Sta	Total Length	Utility Codes	Project Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	. 19	20	21
16	45	NE 28th St @ 242nd Ave from: to: Traffic Signai	15	Ρ	00	<ul> <li>If a more start way is a property of the start of the sta</li></ul>	PE	1/1/2019						5		• • • • • • • • • • • • • • • • • • •			5	
L	Ļ			<u>i</u>	Ì			otals					ş	5 5					5	
17	46	NË Goodwin Road @ NE Ingle Rd. from: to: Traffic Signai	15	Р	00		PE	1/1/2019	·		A manufacture of the second			5					5	No
	ļ							tals											-	[
16	47	SR-500 © NE Lake Rd. from: to: Roundebout	15	P	0.00		1	1/1/2019	****				5	55					5	Yes
								tals					5	5					5	
16	10		1	<u> </u>		. <b>.</b>	÷	1/1/2019					50		}		i		0	1

Totals

24 Ρ 00

Report Date: May 14, 2012

SR - 500

@ NE 14th Ave. from:

Controlled access

to:

Page 12

v. 5.7 - Supersedes previous editions

50

No

7/2	Washington State	Department of	Transportation

Six Year Transportation Improvement Program

Ager	icy:	Camas													F	rom	201	14	to	2019
Co. I City		06         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC											earing mend [		6/3/20		Adoptio Resolut			
nai š	ty er	Project Identification A. PIN/Federal Aid No. B. Bridge No.	nent .		igth	des	es Se		Project Costs	Fund Sc		· · · · · · · · · · · · · · · · · · ·	ß			oenditur Local A	e Sched	ule		ally Funde ects Only
Functional Class	Priority Number	C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Typa(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start	Federal Fu Federal Fund Code	nding Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date ( <i>MM</i> /YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	49	NE 232nd Avə @ 9ih St	15	P	CO		PE	1/1/2019					5	5				5		
		from: to: Roundabout			an a su ann a fhairt a fhairt an fha an tha fha ann a		To	tals					Ę	5					_	
00	50	NE 232nd Ave @ Ingle Extension	15	P	60		diamont in the second s	1/1/2019					5	5				5		
		from: to: Roundabout					Te	tals												
00	51	Pavement Treatmenis (maintenance & preservation)	47	Р	00	P	1	1/1/2014					5   4200		700	700	700	2100		No
		from: to: Overlays, surface treatments																		
00	52	Reconstructs	04	Р	00	G W	To ALL	als 1/1/2016					4200 1000	·····	700	700	700	2100 750	1	1
		from: Citywide to.																		
							Tot	als	·····				1000	1000			250	750	1	

Report Date: May 14, 2012

Page 13

<b>T</b>	Vashington State Department of Transportation	
Agency	: Camas	

	m	2014	to	2019
--	---	------	----	------

Co. No.: 06 Co. Name: Clark Co.

#### Fro 6/3/2013 Hearing Date: Adoption Date: ..... Amend Date:

														 T						
-		Project Identification A. PIN/Federal Aid No. B. Bridge No.	o. 12		£	ŝ			Project Costs	Fund Sc			<u> </u>		Exp	oenditure	Schedu	ile		illy Funde ects Only
r unctional Class	Priority Number	C. Project Title	ome veinc	Status	Total Length	Codes	hase		Federal Fu						(	(Local Ag	gency)			R/W
Ξo	αŽ	<ul> <li>D. Street/Road Name or Number</li> <li>E. Beginning MP or Road - Ending MP or R</li> <li>F. Describe Work to be Done</li> </ul>	o. Type(s)	ŝ	Total	Uthity	Project Phase	Phase Start	Federal Fund Code	Feceral Cost by Phase	Fund	State Funds	Local Funds		1st	2nđ	3rd	4th Thru 6th	Envir. Type	Require Date ( <i>MM/YY</i> )
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	53	Sidewalk Projects	,28	Р	CO		CN	1/1/2015	CDBG	450			50	500		100	100	300		No
		from: to: Sidewalk installation	1974 (s)																	
				<u> </u>			Tot			450			50	500		100	100	300		<u>.</u>
00	54	Curb Ramp Projects	28	Р	00		CN	1/1/2015					75	75		15	15	45		No
		from: to Future curb ramp installations																		
						ļ	Tot						75	75		15	15	45		
16		NW 18th Shared Path SE 201st to Beech St	28	P	.30		ALL	1/1/2014	STP(E)	250				250	250				CE	No
		from: to:																		
1							Tot	als		250				250	250					
00		Shared Path Improvements Citywide	28	Р	00			1/1/2016		200			200	200	200		50	150		No
		from: to:																		
							Tot	als					200	200			50	150		

Report Date: May 14, 2012

Page 14



6/3/2013

Hearing Date:

Agency:	Camas		
Co. No.:	06	Co. Name:	Clark Co.

# From 2014 to 2019

Adoption Date:

City N	io.:	0145 MPO/RTPO: RTC										А	mend D				Resolut	ion No.	·	
		Project Identification							Project Costs	s in Thousa	nds of l	Dollars					<u> </u>			ally Funded
lai	₹ ĕ	A. PIN/Federal Aid No. B. Bridge No.	nent (		gth	Codes	e			Fund Sc	ource In	formatic	ท			penditur (Local A		ule	Proje	ects Only
ction	Priority Number	C. Project Title	710V	Status	Len	Ŝ	has		Federal Fu	inding						LUCA A	gency)			R/W
Functional Class	ЧN	D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	St	Total Length	Utility	Project Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund		Local Funds		1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	57	Safety Projects	21	P	00		CN	1/1/2016					200	200			50	150		•
		Front: to: Future safety projects																		and the second second
				Ļ			J	tals					200				50	150	ļ	
00	58	Storm Grate Replacements (Bike Improvements)	35	Ρ	60	10 10 10 10 10 10 10 10 10 10 10 10 10 1	CN	1/1/2015					5	5		5				No
		from: to: Storm grate replacements for bike fane improvements														-				
						ļ	·	tals 1/1/2016			,		5	5 20		5	1 5	15	<b>.</b>	1
00	59	Future Bike Route Improvements Citywide from: to: Foure bike route improvements	28	ρ	00		GN	1/1/2010					20	20			5	10		No
							То											45		
00	60	Street Lighting Citywide	21	р	00			1/1/2015					20			20	5 20	<u>15</u> 60	<u> </u>	No
		from: to: Street ligning				-														afa i Péalachai
ÌÌ							Tot	als					100	100		20	20	60	]	

Report Date: May 14, 2012

Page 15

Washington State Department of Transportation									Si	x Yea	ar Tra	anspo	ortati	ion In	nprov	eme	nt Pi	rogram
ency: Camas													F	rom	201	4	to .	2019
n. No.: <u>06</u> Co. Name: <u>Clark Co.</u> ny No.: <u>0145</u> MPO/RTPO: <u>RTC</u>											earing I mend C		6/3/20	)13	Adoptio Resolut		······	
Project Identification A. PIN/Federal Aid No. B. Bridge No.	nent s)		ոցվի	Codes	se	, a constant and a co	Project Costs	in Thousa Fund Sc			n			penditur (Local A	re Sched	ule		ally Funded ects Only
Set of Constraints     A. PIN/Federal Aid No.     B. Bridge No.       Set of Constraints     C. Project Title       D. Street/Road Name or Number       E. Beginning MP or Road - Ending MP or Road       F. Describe Work to be Done	lmprovement Type(s)	Status	Total Lei	Utility Co	Project Phase	Phase Start	Federal Fu Federal Fund Code	nding Federal Cost by Phase	Fund	State Funds		Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date ( <i>MM/YY</i> )
1 2 3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
2 61 NE 3rd Ave. Washougal River Bridge from: Seismic raung, socur ontical, and tooting rehabilitation	14	Ρ	0		ALL		BR	800			200	1000		A first state of the state of t		1000		No
	<u>`</u>	Gra	nd To	tals f	Tot			800 1,800		6 0 2 0	200	1000 49,100	9,625	1890	4,165	1000 33,420		<u> </u>

Page 16

# 9. Appendices

# A. Six Year Form Instructions

#### Heading

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

#### **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.)

#### Description

00- No Classification

<b>Rural</b> (< 5000 pop.)	<b>Urban</b> (> 5000 pop.)
01 - Interstate	11 - Interstate
02 - Principal Arterials	12 - Freeways & Expressways
06 - Minor Arterials	14 - Other Principal Arterials
07 - Major Collector	16 - Minor Arterial
08 - Minor Collector	17 - Collector
09 - Local Access	19 - Local Access

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 TVG - GasO - OtherP - PowerS - Sewer (other than agency-owned)T - TelephoneW - WaterW - Water

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

#### APPENDIX A IMPROVEMENT TYPE CODES

- 01 New Construction Roadway
- 03 Reconstruction, Added Capacity
- 04 Reconstruction, No Added Capacity
- 05 4R Maintenance Resurfacing
- 06 4R Maintenance Restoration & Rehabilitation
- 07 4R Maintenance Relocation
- 08 Bridge, New Construction
- 10 Bridge Replacement, Added Capacity
- 11 Bridge Replacement, No Added Capacity
- 13 Bridge Rehabilitation, Added Capacity
- 14 Bridge Rehabilitation, No Added Capacity
- 15 Preliminary Engineering
- 16 Right of Way
- 17 Construction Engineering
- 18 Planning
- 19 Research
- 20 Environmental Only
- 21 Safety
- 22 Rail/Highway Crossing
- 23 Transit
- 24 Traffic Management/Engineering HOV
- 25 Vehicle Weight Enforcement Program
- 26 Ferry Boats
- 27 Administration
- 28 Facilities for Pedestrians and Bicycles
- 29 Acquisition of Scenic Easements and Scenic or Historic Sites
- 30 Scenic or Historic Highway Programs
- 31 Landscaping and Other Scenic Beautification
- 32 Historic Preservation
- 33 Rehab & Operation of Historic Transp. Buildings, Structures, Facilities
- 34 Preservation of Abandoned Railway Corridors
- 35 Control and Removal of Outdoor Advertising
- 36 Archaeological Planning & Research
- 37 Mitigation of Water Pollution due to Highway Runoff
- 38 Safety and Education for Pedestrians/Bicyclists
- 39 Establishment of Transportation Museums
- 40 Special Bridge
- 41 Youth Conservation Service
- 42 Training
- 43 Utilities
- 44 Other
- 45 Debt Service
- 47 Systematic Preventive Maintenance

# APPENDIX C FEDERAL FUND CODES

5307 5309(Bus) 5309(FG) 5309(NS) 5310 5311 5316 5317 FTA Discretionary	FTA Urbanized Area Formula Program FTA Bus and Bus Facilities FTA Fixed Guideway Modernization FTA New Starts FTA Elderly Persons and Persons with Disabilities FTA Rural Area Formula Grants FTA Job Access & Reverse Commute Program (JARC) FTA New Freedom Program Discretionary Programs such as Alternatives Analysis (5339) and TIGGER Program
BIA	Bureau of Indian Affairs
BR	Bridge Replacement/Rehabilitation Program
CBI	Coordinated Border Infrastructure
CDBG	Community Development Block Grant (Dept. of Commerce)
CMAQ	Congestion Mitigation and Air Quality
DEMO	Demonstration Projects (High Priority, Sect. 112, 115, 117, 125 and 129)
Discretionary- FBD	Ferry Boat Discretionary
Discretionary- IMD	Interstate Maintenance Discretionary
Discretionary- ITS	Intelligent Transportation Systems
Discretionary- PLH	Public Lands Highways (Federal Lands)
Discretionary- SB	Scenic Byways
Discretionary- STP	Surface Transportation Priorities
Discretionary- TCSP	Transportation, Community & System Preservation Program
DOD	Department of Defense
FMSIB	Freight Mobility Strategic Investment Board
IM	Interstate Maintenance
IRR	Indian Reservation Roads
NHS	National Highway System
SRTS	Safe Routes to Schools
STP	Surface Transportation Program (WSDOT Use Only)
STP(E)	Surface Trans. Program - Enhancements
STP(L) STP(S)	Surface Trans. Program - Legislative Earmarks Surface Trans. Program - Safety (Includes Highway) Safety Improvement Program, Hazard Elimination, Railway/Highway Crossing Program and 2010- 15 County Road Safety Program)
STP(R)	Surface Trans. Program - Rural Regionally Selected
STP(U)	Surface Trans. Program - Urban Regionally Selected

# STATE FUND CODES

CRAB	County Road Administration Board
FMSIB	Freight Mobility Strategic Investment Board
PWTF	Public Works Trust Fund
SRTS	Safe Routes to Schools
TIB	Transportation Improvement Board
TPP	Transportation Partnerships Program
WSDOT	WSDOT funds
OTHER	Any other state funds not listed

# RESOLUTION NO. 1273

#### 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:

]

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

Π

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



1919 NE IONE STREET CAMAS, WA 98607-1145 WWW.CAMAS.WEDNET.EDU TEL 360.833.5400 FAX 360.833.5401

BOARD OF DIRECTORS MEL CARDON CONNIE HENNESSEY CASEY O'DELL DOUGLAS QUINN GARY TIPTON

SUPERINTENDENT MIKE NERLAND

ASSISTANT SUPERINTENDENT TANIS KNIGHT

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,

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 Ione Street Camas WA 98607

From: Frank Charbonneau, PE, PTOE

Subject: School Speed Limit Zone NE Woodburn Drive Woodburn Elementary School, Camas School District FL1165

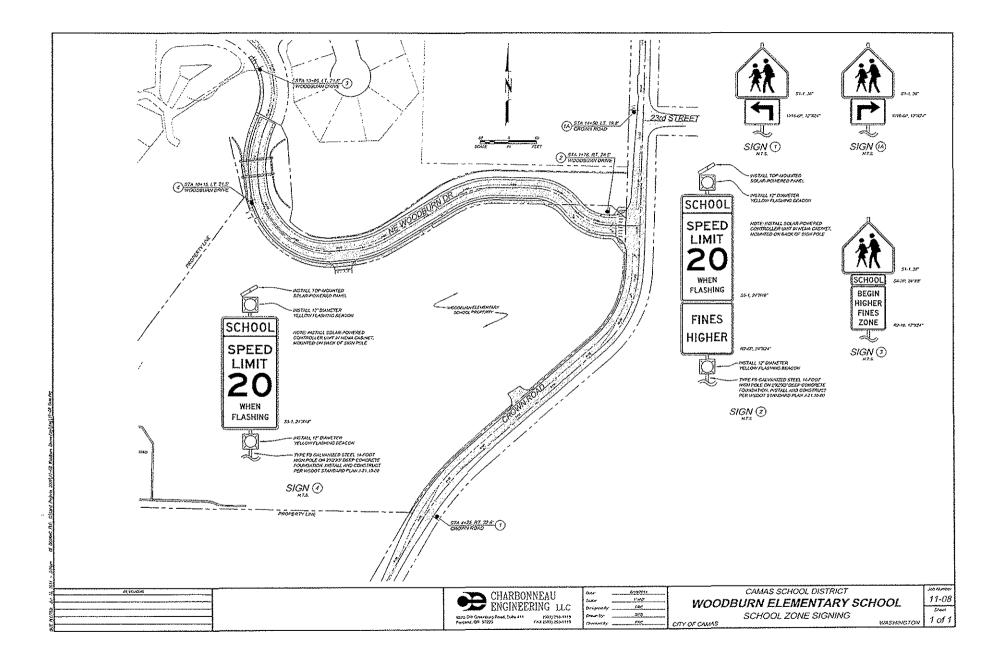
This memorandum represents a request to implement a school speed limit 20 MPH zone in the City of Camas in year 2013 at the future Woodburn Elementary School. The school speed limit request is supported by an engineering study conducted by Charbonneau Engineering LLC in accordance with Section 7B.11 of the <u>Manual on Uniform Traffic Control Devices</u> (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 880 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 <u>Frank@CharbonneauEngineering.com</u>.



.....

COLUMN DO

 Joan Durgin, City Cterk hereby certify that these bid tabulations are correct. 13 na 5 WAL Joan Durgin Date

DESCR	ECT NO. S-576A IPTION: ASPHALT REPAIR PROJECT F BID OPENING: May 28, 2013 at 1:45 p.m.		Entered by	Enginee \$2	0,713	Michael Green Construction, I P.O. box 142 Washougal, W/		Brix Paving No P.O. 2388 Tualatin, OR 9i		CivilWorks NW P.O. Box 5698 Vancouver, W/	-	Haag & Shaw, Is 636 SE 3rd Ave. Camas, WA 986		Granite Constr 18208-A SE 1sl Vancouver, W/	t Street A 98684
	DESCRIPTION	UNIT	QTY		ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT	UNIT PRICE	CONTRACT TOTAL	UNIT	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
	Mobilization	LS	1	\$1,883.00	\$1,883.00	\$1,460.00	\$1,460.00	\$2,862.90	\$2.862.90	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
2	Project Temporary Traffic Control	<u>LS</u>		\$3,275.00	\$3.275.00	\$1,890.00	\$1,890.00	\$3,277,36	\$3,277.36	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800,00	\$1,600.00	\$4,600.00
3	Crushed Surfacing Base Coarse, 1 1/4"	CY	40	\$22.00	5880.00	\$38.65	\$1,546.08	\$121.33	\$4.853.20	\$60.00	\$2.400.00	\$36,00	\$1,440.00	\$35.00	\$1,400.00
	Pavement Repair Excavation, Incl. Haul, 10" min. Depth	SY	300	\$25.00	\$7,500.00	\$20.50	\$6,150.00	\$19.76	\$5,928.00	\$20.00	\$6,000,00	\$38.00	\$11.400.00	\$35.00	\$10,500.00
	HMA for Pavement Repair, Cl. 1/2", PG 22-									[	····			[	[
	64	TON	55	S110.00	\$6,050.00	\$201.25	S11.068.75	\$123.13	\$6,772.15	\$170.00	\$9,350.00		\$11,275,00	\$275.00	\$15,125.00
6	Geotextile for Soil Stabilization, Woven	<u>sy</u>	300	\$3.75	SI.125.00	\$2.27	\$681.00	\$1.25	\$375.00	\$3.00	\$900.00		\$300.00	\$1.00	\$300.00
			0	\$0.00	\$0.00	\$0.00	S0.00	50.00	\$0.00		\$0.00		<u>\$0.00</u>	\$0.00	
			0	S0.00	\$0.00			\$0.00	\$0.00		\$0.00		\$0,00		
			0	\$0.00	50.00		\$0.00	\$0.00			\$0.00		\$0.00	\$0.00	
			0	\$0.00	\$0.00	\$0.00	S0.00	\$0,00	\$0.00		\$0.00		50.00	\$0.00	
			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	
			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	<u>\$0.00</u>	\$0.00
			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	f	\$0.00		\$0.00	\$0.00	
			0	\$0.00	\$0.00	50.00	\$0.00	\$0.00	50.00		\$0.00		\$0.00	\$0.00	
L	l			\$0.00	50.00	\$0.00	\$0.00	\$0.00		<u> </u>	\$0.00	<u>\$0.00  </u>	50.00	\$0.00	
		Taxes No	Sublotal of Applicable		\$20,713.00		\$22,795.75		\$24,068.61		\$28,650.00		\$31,715.00		\$34,925.00
		CONTRA	CT TOTAL		50.00		S22,795.75 <u>Non-Responsive</u> MOU unsigned		\$24,068.61		\$28,659.00		S31,715.00 <u>Non-Responsive</u> MQU_Not.		\$34,925.00

Page 1



# 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  $28^{th}$ , 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) <u>submitted with their bid</u> 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. <u>DID YOU SIGN YOUR BID PROPOSAL?</u>

- D. <u>DID YOU SIGN THE BID BOND ACKNOWLEDGEMENT?</u>
- E. <u>IF APPLICABLE, DID YOU ACKNOWLEDGE RECEIPT OF</u> <u>ADDENDUMS?</u>
- F. <u>DID YOU COMPLETE ALL OF THE MANDATORY BIDDER</u> <u>CRITERIA?</u>
- G. <u>DID YOU COMPLETE THE PUBLIC WORK CONTRACTOR LAWFUL</u> <u>HIRING COMPLIANCE FORM (E-VERIFY)?</u>
- H. <u>DID YOU SUBMIT WITH YOUR BID, A COMPLETE COPY IN ITS</u> 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:

MDC-L

Company Owner/Officer signature

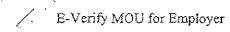
<u>5/28/13</u> Date

Michael A Green Company Owner/Officer's name printed

Michael Green Construction INC. Company

City Project No. S-576A 2013 ASPHALT REPAIRS

Page 11 May 2013







#### 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 <u>MichAel Green Construction Tre</u> (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 (IRIRA), 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 gueries will complete the E-Verify Tutorial before that individual initiates any gueries.

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

https://e-verify.uscis.gov/enroll/EEVPLegalNoticeBPFedContPreview.aspx?DisplayPF=Y 2/4/2011

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(I)) 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(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.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

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 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 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

https://e-verify.uscis.gov/enroll/EEVPLegalNoticeBPFedContPreview.aspx?DisplayPF=Y 2/4/2011

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.

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.



C.C. Jim Hodiglas Shuun Met Photosical

Mike Green, President

Post Office Box 142 · Washougal, WA 98671 Office (360) 817-9948 · Mobile (360) 518-1476 · Fax (360) 817-9948

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,

90.00 C

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 <u>Michael Green Construction Inc.</u> (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 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





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 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(l)) 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(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.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

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, 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 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-todate 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 nonconfirmative nonconfirmative nonconfirmative and the social security after the Employee contests the tentative nonconfirmative nonconfirmative nonconfirmative nonconfirmative nonconfirmative nonconfirmative nonconfirmative and the social security determine whether the employee contests the tentative nonconfirmative nonconfirmative

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 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.

Employer Michael Green Construction Inc. Michael Green Name (Please Type or Print) Title Electronically Signed 02/04/2011 Signature Date Mit C-C-5/30/13 Department of Homeland Security - Verification Division **USCIS** Verification Division Name (Please Type or Print) Title Electronically Signed 02/04/2011 Signature Date

: In	formation Required for the E-Verify P	rogram
Information relating to	your Company:	
Company N	ame:Michael Green Construction Inc.	
Company Facility Add	ress;612 SE Unioun	
	Camas, WA 98607	
Company Alterna Addres	te <sub>ss:</sub> PO Box 142	
	Washougal, WA 98671	
		· · ·
County or Paris	h: CLARK	
Employer Identification Number		and and the second and a

Page 12 of 13 | E-Verify MOU for Employer | Revision Date 09/01/09





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:

Name: Telephone Number:	Michael A. Green (360) 518 - 1476	Fax Number:	(360) 817 - 9948
E-mail Address:	greenconstinc@peoplepc.com		

Ordinance No. 2676

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:

	ANNEX 1
<b>Notice of Intent</b> State of Washington LOCAL(Local Option (	Capital Asset Lending)
Local Government Information County:Clark Legal Name: _City of Camas Contact Person: _Joan Durgin Address: _PO Box 1055 Camas, WA Phone: _360-817-1537_ Fax: _360-834- Would you prefer to receive financing documents (check	MCAG No.: _0602_ Title: _Finance Director Zip: _98607_ -1535_ E-mail: _jdurgin@cityofcamas.us_ -k one): A lready have financing documents
X MS Word 6.0 by e-mail 3.5" disk	
Property (Real Estate or Equipment) . Property description (include quantity, if applicable): _ Total cost: \$1,900,000_ Maximum amount to finance Finance term:15_ Useful life: _25_ Desired financin Purpose of property (Please be <u>specific</u> and include dep If real estate, the Real Estate Worksheet: X Is attached	Construction of a Community Center ce: \$ <del>1,650;000</del> _ \$ 1, \$50,000 @ g date: _August_ of. of use): _
If equipment, will the property purchase price be paid w from program proceeds? If general funds are to be used, the financing documents. Security Pledge	ith: program proceeds or general funds to be reimbursed include a copy of the local agency's reimbursement resolution with Non-voted general obligation of local government
Approximate population: _20,020_ (not required for cit	ties and counties).
If any of the following apply, please provide a complete	e discussion on a separate page:
Yes XNo Is the local government a party to si	te funds spentStart spending on construction June 2013_
the nominal lessor in connection with the acquisition of the proj- acknowledges and agrees that certificate counsel and any other s and delivery of the certificates and the related financing docume. local agency, nor shall any attorney-client relationship exist or b in connection with such matters.	pecial counsel to the state in connection with the authorization, issuance nts shall not be acting, and shall not be deemed to act, as counsel to the e deemed to exist between such counsel and any participating local agency
Submitted by: Joan M Durgin Signature:	Title: _Finance Director_ Date: _04/15/2013

. .

Annex Z

#### LOCAL AGENCY SITE LEASE, SERIES 20\_\_\_\_

THIS LOCAL AGENCY SITE LEASE, SERIES 20 (the "Site Lease"), dated as of [Dated date] (the "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 Washington Finance Officers Association, a nonprofit 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 (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 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 to provide financing or refinancing for the acquisition or improvement (the "Project") 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

WHERBAS, 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 parcels of real property for and on behalf of certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

WHEREAS, under and pursuant to the Master Financing Lease, the State Treasurer is obligated to make Base Rent Payments (as defined in Appendix I hereto) to the Corporation for the lease of the parcels of real property described in -Exhibit B-thereto; and

WHEREAS, simultaneously with the execution and delivery of the Master Financing Lease, the State shall sublease the Site and the Project (collectively, the "Property") to the Local Agency pursuant to a Local Agency Financing Lease, Series [Dated Date], 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 December1, 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 discharged by its terms, the term of this Site Lease shall have been paid and the Local Agency Financing Lease shall have been paid and the Local Agency Financing Lease shall have been paid and 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 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. <u>Termination</u>.

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.

### SECTION 9. Default.

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

Ву \_\_\_\_\_

Authorized Agency Representative

WASHINGTON FINANCE OFFICERS ASSOCIATION, as lessee

Ву\_\_\_\_\_

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 supplemented 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 <u>Defined Terms</u>. 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 <u>Notice of Intent: Certificate Designating Authorized Agency Representative: Appendix</u> <u>II</u>. 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 <u>Sublease of Property</u>. 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 <u>Agency Rent Payments</u>. 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 <u>Term</u>. 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

dav 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: \_\_\_\_\_



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

Joan Durgin MARIA 5/13/13 Date

DESCRIPTION: LACAMAS LAKE LODGE		Engineer's Estimat Base Bid \$1,787,20 Deductive #1 \$5,00 Deductive #2 \$42,0	32 0 10	PO Box 821409	O Box 821409 'ancouver, WA 98682		1034 Pine Street Hood River, OR 97031		Seabold Construction Co., Inc. 9965 SW Arctic Drive Beaverton, OR 97005 503.626.8060		Western Construction Services, Inc 2300 E 3rd Loop, Suite 110 Vancouver, WA 98661 360.699.5317	
ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1 New Building Cost	LS		\$883,098.00	\$883,098.00			\$1,244,300.00		\$1,271,993.00		\$1,316,252.00	\$1,316,252.00
2 Site Work Cost	LS		\$625,192.00	\$625,192.00	\$350,000.00	\$350,000.00	\$297,000.00	\$297,000.00	\$513,659.00	\$513,659.00	\$370,000.00	\$370,000.00
3 Road Work Cost 4 Storm, Sewer, and Water Work Cost	LS LS	1.00	\$54,270.00 \$86,150.00	\$54,270.00	\$125,000.00 \$105,000.00	\$125,000.00 \$105,000.00	\$55,000.00 \$105,000.00	\$55,000.00 \$105,000.00	\$50,633.00 \$115,028.00	\$50,633.00 \$115,028.00	\$174,000.00 \$100,000.00	\$174,000.00 \$100,000.00
Subtotal Bid Items 1-4 8.4 % Sales Tax			5	\$1,648,710.00 \$138,491.64		\$1,672,951.00 \$140,527.88	<u> </u>	\$1,701,300.00 \$142,909.20		\$1,951,313.00 \$163,910.29		\$1,960,252.00 \$164,661.17
TOTAL (BASIS OF AWARD)				\$1,787,201.64	=	\$1,813,478.88		\$1,844,209,20	-	\$2,115,223.29		\$2,124,913.17
Deductive Alternate #1 1 Boat Dock & Gangway	LS	1.00	(\$5,000.00)	(\$5,000.00)	(\$3,500.00)	(\$3,500.00)	(\$4,400.00)	(\$4,400.00)	(\$4,500.00)	(\$4,500.00)	(\$2,400.00)	(\$2,400.00)
Deductive Alternate #2 1  Irrigation Zones 11-18	LS	1.00	(\$42,010.00)	(\$42,010.00)	(\$6,000.00)	(\$6,000.00)	(\$7,800.00)	(\$7,800.00)	(\$7,818.00)	(\$7,818.00)	(\$7,200.00)	(\$7,200.00)

Page 1

## RESOLUTION NO. 1274

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 I

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



## 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:

	1	2	3	4	5	6	7
×							
Operations Supervisor - Wastewater	5584	5752	5926	6102	6285	6474	6668

Π

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

PASSED BY THE COUNCIL and APPROVED BY THE MAYOR this day of

June, 2013.

ATTEST:\_\_\_\_\_

Clerk

APPROVED as to form:

City Attorney

# June 17<sup>th</sup>, 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 1(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 1<sup>st</sup>. 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 Addt'l equipment:

For the apparatus, this depend on use. For electronic addt'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.



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

PROPOSAL

MAY 15, 2013

CITY OF CAMAS ATTN: FIRE CHIEF NICK SWINHART 616 NE 4<sup>TH</sup> 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.

CHANGES MADE TO THE ABOVE REFERENCED SPECS AND DRAWINGS......ADD \$738.00 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.

Brown 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 I BRAUN NORTHWEST,		We agree to accept th CITY OF CAMAS	We agree to accept the above proposal: CITY OF CAMAS				
Fami McCallum, Sales N		Signature	Date				
Date: 2119 17		Printed Name	Tifle				
	TM/sel cc: DS						
	Enclosures: Speci	fications, drawings					
EMERGENCY VEHICLES			www.braumpw.c	:cor			

www.braumnw.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 M	edic Unit, remounted	in 2001 onto a
	Ford E450, VIN #1FDXE45F	91HB68576, current 1	nileage
	approx. 166,505 miles.*		
	DEDUCT	*****	<\$2,000.00>
	Do you want this option?	$\Box$ Yes $\Box$ 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 (s) & sign below)

(Signature)

(Date)

(Printed Name)

(Title)

### INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

Upon the following terms and conditions:

- 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.
- 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.
- 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.

North Country EM Entity Name BOX 1WA1 98675 St Zin Tucolt 360-686-8127 Fax 360 686 3271 Phone <u>4-24-15</u> Date Chief

SPONSER AGENCY:

Entity Name		
Address		
City	St	Zip
	1	
Phone	Fax	
Signature		Date
Printed Name	Title	

### USER AGENCY:

# 2013 Ambulance + Equipment Cost

AMBULANCE:	\$131,243.00
Trade-ins	-\$4,000.00
Subtotal	\$127,243.00
tax and licensing(est. %10)	\$10,306.68
Subtotal	\$137,549.68
EQUIPMENT:	
MDC	\$3,865.39
GX 440	\$1,177.22
Communication Installation	\$878.93 (Based on invoices from last ambulance)
Decals	\$120.34
Subtotal:	\$6,041.88
TOTAL(ambulance and equip)	\$143,591.56
LP-15	\$30,455.40

TOTAL LOAN AMOUNT

\$174,046.96

	1.00
PHYS	
CONT	

**Cliff Free** To: Clity of Camas PO Box 1055 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
FOB:	Redmond, WA
Terms:	All quotes subject to cre the following terms & co

credit approval and conditions le lollo

Cor	ntract:	ROC		Ехр	Date:	08/15/2013		
Line	Catal	og # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	CPR,	-001256 - LP15 v2 MONITOR/DEFIB, Pace, to 360j, SPO2/CO, 12L GL, NIBP, Trend, BT	1	\$33,295.00	\$6,659.00	\$0.00	\$26,636.00	\$26,636.00
	ESCA MONI ELEC - 2133 SERV and SI	IFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY LATING (TO 360 JOULES) MULTI-PARAMETEF TOR/DEFIBRILLATOR . 2 PAIR QUIK-COMBO TRODES PER UNIT - 11996-000091, TEST LO 0-001365, IN-SERVICE DVD - 21330-001486, ICE MANUAL CD- 21300-008084 (one per order HIP KIT (RC Cable) 41577-0000126INCLUDEE PADDLES, BATTERIES, CARRY CASE NOT IDED.	AD r)					
2		-001176 - LI-ION BATTERY 5.7 AMP CAPACITY	3	\$412.00	\$82.40	\$0.00	\$329.60	\$988.80
	RECH	ARGEABLE LITHIUM-ION, WITH FUEL GAUGE	Ξ					
3	11577 CHAR	-000004 - STATION BATTERY GER	1	\$1,633.00	\$326.60	\$0.00	\$1,306.40	\$1,306.40
	FOR L	PERATION FOR STATIONARY APPLICATIONS, ISE WITH THE LI-ION 5.7 AMP BATTERY. IDES AC POWER CORD, MOUNTING BRACKE OPERATING INSTRUCTIONS						
4		000049 - RAINBOW DCI ADT ABLE SENSOR, REF 2696	1	\$796.00	\$159.20	\$0.00	\$636.80	\$636.80
	RAINE	OW DCI ADT REUSABLE SENSOR, REF 2696						
5		000323 - MASIMO SET RED LNCS NT CABLE - 4 FEET	1	\$196.00	\$39.20	\$0.00	\$156.80	\$156.80
	RED L	NC-04, PATIENT CABLE, 4FT, REF 2055						
6		000017 - LNCS DCI, ADULT SPO2 DR REUSABLE	1	\$286.00	\$57.20	\$0.00	\$228.80	\$228.80
	LNCS 1863	DCI,ADULT SPO2 SENSOR,REUSABLE,REF						
7		000002 - LIFEPAK 15 Basic Carry Case It & left pouches	1	\$276.00	\$55.20	\$0.00	\$220.80	\$220.80
	Include	es shoulder strap 11577-000001						
8	11220-	000028 - Top Pouch	1	\$49.00	\$9.80	\$0.00	\$39.20	\$39.20
		e for sensors and electrodes. Insert in place of rd paddles.						

			Quote#: Rev#:		1-265176980 1		
Qu	ote Products (continued)		Quote I	Date:	05/17/2013		
Une	Catalog#//Description	Qly	\$7160	Unitadise	Trede-In	Unitience	Exti Totel
9	11260-000039 - LP15 Rear Pouch for carrying case	1	\$71.00	\$14.20	\$0.00	\$56.80	\$56.80
		SUB TO	DTAL				\$30,270.40
		ESTIM/	ATED TAX				\$0.00
		ESTIM/	ATED SHIP	PING & HA	NDLING		\$185.00
		GRAN	D TOTAL				\$30,455.40
		Pr	icing Summa	ry Totals			
		Ca	st Price: ash Discounts: ix + S&H:				\$37,838.00 - \$7,567.60 + \$185.00
		GRAN	TOTAL FO	OR THIS Q	UOTE		\$30,455.40
T							

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	CUSTOMER APPROVAL (AUTHORIZED SIGNATURE) NAME TITLE
WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:	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.

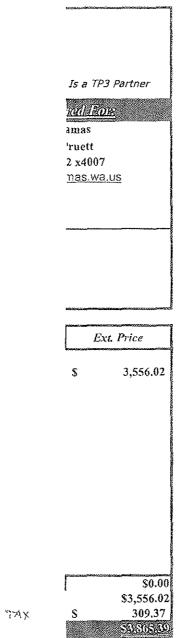
Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

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

Panasonic TOUGHBOOK NATEL MORTEC Omote Prapa I N C V R P C R A T E B City of C: Melinda P Commark Bob Stein - bstein@datecinc.net 360-834-246 Director - Government/Utility Markets 364 Upland Drive Cell: (206) 465-3387 mpruett@ci.car Seattle, WA 98188 Toll Free: (800) 525-9905 Ph: (206) 575-1470 Fax: (206) 575-1475 (anale: 130426901 200008 04/26/13 Hommes Net 30 Days Dath Bays

Part Number	Description	Qty	Unit Price
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
			Shipping Est. Sub Total Tax @ 8.7% iktal

29 Sinces NEE GUNG TO FAIL. NEED THE 31 SIRIES. NEED TO KEEP Lycling Through. PRISEDELY NO REPLACEMENT. Camas CF-31 Quote 04-26-13.xlsx



	6115 Ben Place, Suite B Boulder, CO 80301 (202) 440 7820		7-Apr-13
	(303)449-7820	SALES: C	G
	chip@astralcommunications.com		
	System Bid		
	: Melinda Pruett		
	: City of Camas		
ADDRESS	: 616 NE 4th Ave		
	Camas, WA 98607		
EMAIL	: mpruett@cityofcamas.us		
Quantity	PARTS	PRICE	AMOUNT
<u>Quantity</u>	Sierra Wireless AirLink GX440 LTE (VZW)	\$799.00	\$799.00
1	Quad Band (Cell/GPS/WiF/700i) Antenna	\$140.00	\$140.00
	Tri Band 700-800-1900 MHz Antenna	\$67.00	\$67.00
·	with Coax Kit and NMO Mount		
	<u> </u>		
	·		
	L		······································
			<u></u>
	TOTAL PARTS	+== 00	\$1,006.00
1		\$55.00	\$55.00
1		#2E 00	<u>φοε υυ</u>
1	SHIPPING	\$25.00	\$25.00
·····	TOTAL		\$1,086.00
	ITAX		\$91.22
	TOTAL CHARGE	<u>├</u> -	\$1,177.22
	L	L-	
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	e.	
	Bid is good for 30 days		

HYFY PRESENTLY : TENDENCY TO DEEP OUT. OX 440 WILLS FLANCECCLY.

			SAUSY, DR			-2141	mate	
	300 N. P	MAPLE GROVE	RD. • BC	DISE, ID 8	3704 • (208)	376-3559 • F	Fax (208) 377-	
stimate:	10857				P	rinted:	6/5/2013	Page 1 of 1 2:05:44PM
Description: Prepared For Company:	"Tri-Agency" Reflective Door Log Brooks Cooper City of Camas Washington - Fire De			e	fax: (360	)) 834-226 )) 834-885 oper@city		3
Brooks:								
Thank y	ou for considering Signs Now on Fair	view for your	sian ne	eds Th	e anote w	a discussio	d is attache	ad balow If
	y questions, please don't hesitate to o				o quoto m	0 01000000		ed below. If y
	y questions, please don't hesitate to o							ed below. If y
have an	ny questions, please don't hesitate to o ly, le ow #11							eu below. If y
have an Sincere Rob Ru Owner Signs N	ny questions, please don't hesitate to o ly, le ow #11	call me at 376	-3559.	Height		Unit Cos		Item Total

N	ot	0	c	
1 1	ou	C	0	

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:

1 1

design / service / solutions ®



DAY	WIRE	LESS	SYSTEM	5 {11	}
1721	NE	64th	Avenue		
Suit	e 10	0			
Vanc	ouve	r, WA	98682		
Tel:	360	-256-	9444	Fax:	360-256-4279

INVOICE: 173450 Page: 1 CUSTOMER PO: Kevin Villines INVOICE DATE: 8/31/11 TERMS: NET 30 DUE DATE: 9/30/11

SERVICE REPORT/JOB TICKET 173450

Customer No.: 3680 BILL TO: Attn: Accounts Payable Camas Fire Department 616 NE 4th ave

Camas, WA 98607

SHIP TO: Camas Fire Department Customer Location 616 NE 4th ave Camas WA 98607

Phone: (360) 834-2262 Ext.:

Dropped Off By/Carrier: Kevin Villines

	Authorized By:		
Contract No.:	Service Location:	Customer	
Service Requested:			
Install dual remote MCS2000, firecom and accessories.			
Received: 8/30/11 Item Number: H01UCF6PW1 7 mpleted: 8/30/11 Description: MTS2000	COPY	Accessori NONE	es:
Called: Date:	CONT		
Tech No.: 94050 Unit/Loc./Vehicle: FM43-1		Tag No.:	747713
Serial Numbers			
466AXJ3946			
Part No./Description	Qty		
MPL CONNECTOR	1		7.32
OPERATING SUPPLIESperating Supplies	1		15.00
Service Performed			
Installed dual remote MCS2000, and firecom and		Parts	22.32
tested.	Te	ch Svc	790.00
finish install			=
	Tota	al Svc	812.32
	F	reight	.00
		Tax	66.61
115 00 528 500 48	Tota	al Due	878.93

115 00 528 800 48

D PAYMENT TO:

Day Wireless Systems {11}

PO Box 22270 Milwaukie OR 97269

Shop No.: 1102 Customer No.: 3680 Invoice No.: 173450 Total Due: 878.93 Due Date: 9/30/11