

CITY COUNCIL MEETING AGENDA

Monday, April 7, 2014, at 7 p.m. Camas City Hall, 616 NE 4th Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS
- V. CONSENT AGENDA
 - A. Approve the minutes of the March 17, 2014, Camas City Council Meeting and the Work Session minutes of March 17, 2014
 - B. Approve claim checks as approved by the Finance Committee
 - C. Authorize the Mayor to sign a Memorandum of Understanding (MOU) with the International Association of Fire Fighters (IAFF) Local 2444 pertaining to a contract for service. The Interlocal Agreement (ILA) that provides for the 10 year contract for service between the cities of Camas and Washougal was approved by both Councils in December of 2013. One of the provisions of that ILA was that negotiations be undertaken with the IAFF Local 2444 to reach agreement on several provisions of the ILA that are "bargainable." Labor and management teams have met twice since the beginning of the year to finalize this MOU. The attached document is the result of these efforts. This topic was brought before Council at the March 17, 2014, Workshop, and was approved by the Washougal City Council at their March 24, 2014, Regular Meeting. (submitted by Nick Swinhart)
 - D. Authorize the Mayor to sign a professional service contract with Abacus for an amount not to exceed \$5,000. Abacus will assist staff in the development of preventative maintenance standards and bid documents for HVAC maintenance at City facilities. This item was discussed at the March 17th workshop. (submitted by Eric Levison)
 - E. Authorize the Mayor to sign the Department of Ecology (DOE) Stormwater Grant Agreement. This agreement with the Washington State DOE provides the terms for which the City will receive stormwater grant funding in the amount of \$2 million. This

grant provides financial assistance for two City street improvement projects. Approximately \$1.1 million will be used to construct stormwater improvements on NW Friberg/Strunk Street. Approximately \$0.9 million will be used to reimburse the City for the recently purchased property that will be used to detain stormwater and enhance the stream channel for the NW 38th Avenue Phase 2 improvements. City expenditures for this grant are retroactive to July 1, 2013. (submitted by James Carothers)

- F. Approve Pay Estimate No. 9 (final) for Project P-862 Lacamas Lake Lodge Building Improvements to JWC LLC in the amount of \$31,269.38 and accept project as complete. The pay estimate is for the work period ending March 31, 2014. (submitted by James Hodges)
- G. Authorize the City Administrator to execute a lease agreement to lease building space at 605 NE 3rd Avenue in Camas. The City needs additional space for the Fire Marshals to work together. Staff is proposing to lease the space at 605 NE 3rd Avenue, which was formerly leased by State Farm. The building has two offices for the Fire Marshals and a large open space at the entry. That space can be used for administrative support, file storage, layout tables and a conference table that can be used for overflow, when the conference rooms in City Hall are occupied. The lease is for five years, with an option to buy. The lease rate is \$1,475 per month and then increases as follows: Year 2 \$1,525 per month, year 3 \$1580 per month, year 4 \$1,650 per month, and year 5 \$1,710 per month. The first two months of the lease will be free. (submitted by Pete Capell)
- H. Authorize the Mayor to sign the Public Works Trust Fund (PWTF) Loan No. PC08-951-007 Completion Amendment. This loan funded much of the recent Waste Water Treatment Facility (WWTF) Improvements Project. These improvements are now complete and staff is processing the loan close-out documentation. The Department of Commerce requires that Camas execute the attached Completion Amendment for the \$10 million PWTF loan. (submitted by James Hodges)
- I. Authorize the Mayor to sign Amendment No. 1 to Grant Agreement No. G1200519 with the DOE for the vactor waste facility retrofit. This amendment extends the expiration date of the grant from December 31, 2013, to September 30, 2014. (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
- B. National Library Week Proclamation

VIII. ADMINISTRATION

- A. Public Hearing Regarding the Creation of a Salary Review Commission
 - 1. Details: The proposed Ordinance No. 2697 would create a Salary Review Commission that would establish the compensation for the Councilmembers and Mayor. Any increase or decrease in the salary established by the Commission shall become effective and incorporated in the City budget without further action of the City Council or the Commission.

Department/Presenter: Pete Capell, City Administrator Recommended Action: Adopt Ordinance No. 2697

IX. COMMUNITY DEVELOPMENT

- A. Public Hearing Regarding a Moratorium on the Establishment, Location, Operation, Maintenance or Continuation of Marijuana Retail Sales Facilities, Manufacturing Facilities, and Growing Facilities within the City of Camas
 - 1. Details: This is a public hearing to review and accept public comment on proposed Ordinance No. 2698 renewing and extending a moratorium established under Ordinance No. 2679 on the establishment, location, operation, maintenance or continuation of marijuana retail sales facilities, manufacturing facilities, and growing facilities asserted to be authorized or actually authorized under Washington Initiative Measure No. 502, or proposed Washington Administrative Code Chapter 314-55, or any other laws of the State of Washington.

Department/Presenter: A representative from the City Attorney's office and the Community Development Department will be present

Recommended Action: Conduct a public hearing, consider public testimony, and make a motion

- B. Resolution No. 1292 to Establish a Reduced School Speed Zone on NW Dahlia Drive
 - 1. Details: Review the submitted School Zone Traffic Assessment and the proposed resolution. Discuss the establishment of a reduced school speed zone (20 MPH) on NW Dahlia Drive.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Adopt Resolution No. 1292

X. ADMINISTRATIVE SERVICES

- A. Resolution No. 1293 Creating the Position and Salary Scale for the Utilities Manager Position
 - 1. Details: This resolution creates the position of Utilities Manager and sets the salary scale. This position is included in the 2014 Budget which has been approved by Council.

Department/Presenter: Jennifer Gorsuch, Administrative Services Director

Recommended Action: Adopt Resolution No. 1293

XI. FIRE

- A. Ordinance No. 2699 to Adopt Changes to the Volunteer Firefighter and Reserve Police Officer Ordinance
 - 1. Details: As part of the Interlocal Agreement (ILA) that provides for the contracting of fire and emergency medical services, Camas is required to make ordinance changes that will allow for volunteer firefighters to be reimbursed annually and for their participation in the State of Washington's Volunteer Firefighter Pension Program. The transition team decided that Camas should adopt, verbatim where possible, the current ordinance language that Washougal uses in relation to volunteer firefighters. The Washougal ordinance was taken to City Attorney Roger Knapp, who crafted the attached proposed ordinance in the appropriate format. This topic was brought before Council at the March 17, 2014, Workshop. Please note that the attached ordinance contains an additional change to the outdated police reservist ordinance that Council indicated they wished updated as well.

Department/Presenter: Nick Swinhart, Fire Chief Recommended Action: Adopt Ordinance No. 2699

XII. PUBLIC COMMENTS

XIII. ADJOURNMENT

XIV. CLOSED SESSION

A. Labor Negotiations

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



CITY COUNCIL WORKSHOP MEETING MINUTES - Draft Monday, March 17, 2014 at 4:30 p.m. Camas City Hall, 616 NE 4th Avenue

1. **CALL TO ORDER**

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

II. **ROLL CALL**

Present:

Greg Anderson, Don Chaney, Linda Dietzman, Steve Hogan, Melissa

Smith, and Shannon Turk

Excused:

Tim Hazen

Staff:

Phil Bourquin, Pete Capell, James Carothers, Leisha Copsey, James

Hodges, Cathy Huber Nickerson, Mitch Lackey, Eric Levison, Robert

Maul, and Nick Swinhart

Press:

Heather Acheson, Camas-Washougal Post Record

III. **PUBLIC COMMENTS**

There were no comments from the public.

IV. SPECIAL PRESENTATIONS

A. New Market Tax Credit

Details: A presentation was given regarding a proposal for the creation of a new market tax credit incentive for the Cities of Camas and Washougal.

Department/Presenter: Paul Dennis, Camas-Washougal Economic Development Association (CWEDA) President, and Stephen Brooks and Don Mazziotti, Consultants

New Market Tax Credit Presentation (attachment added - March 18, 2014)

Discussion followed the presentation. Council did not voice any objections to pursuing the proposal. This topic will come back to Council for consideration at a future date as part of the supplemental budget.

V. PUBLIC WORKS DEPARTMENT

A. Abacus Consultant Agreement

Details: The consultant agreement with Abacus is for the development of a comprehensive HVAC maintenance bid package and to provide on call services for miscellaneous issues. The goal of this contract is to develop the lowest cost method to provide preventative maintenance on the HVAC systems for City Hall, the Library, the Operations Center, and the Police Station. The study will identify routine maintenance frequency for each system and develop a specification package for bid.

Department/Presenter: Eric Levison, Public Works Director

Abacus Consultant Agreement

This contract will be placed on the April 7, 2014, Consent Agenda for Council's consideration.

B. Utilities Manager Position Approval

Details: Staff is moving forward with the development of a Utility Manager position with the goal of having the position filled by June, 2014. This is a budgeted position. Under the direction of the Public Works Director, this position will be responsible to assist in budgeting, regulatory compliance, and system and employee performance measures for the storm, water and sewer utilities.

Department/Presenter: Eric Levison, Public Works Director

Implementing documents for this topic will be placed on the April 7, 2014, Council Agenda for consideration.

C. Bid Award for Project S-589C 2014 Asphalt Repairs NW 6th Avenue

Details: This winter has been particularly hard on NW 6th Avenue and has made clear the need to rehabilitate this street. Staff has issued a call for bids to install spot asphalt repairs on NW 6th Avenue from Adams to Norwood (91 spots, 14,000 square feet). While this street is a high priority to grind and overlay, there are underground utilities in need of repair prior to full asphalt restoration. Staff will work to program the utility repairs in the 2015 budget and complete pavement restoration as the budget allows. This contract will remove the major issues the City has had to date and staff will continue to do spot repairs throughout the year. The Street Department Capital Budget for road repair will be used to fund this contract.

Department/Presenter: Eric Levison, Public Works Director

S-589C Bid Award

This item was also placed on the March 17, 2014, Consent Agenda for Council's consideration.

D. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

There were no miscellaneous or emergent items.

VI. COMMUNITY DEVELOPMENT DEPARTMENT

A. Breckenridge Subdivision Park Impact Fee (PIF) Credit Application

Details: Breckenridge Subdivision (SUB06-08) was approved and conditioned to install a portion of the T-21 trail in accordance with the 2006 Trails and Open Space Comprehensive Plan. The trail improvements are complete and the applicant has submitted a construction cost of \$30,094.37; 42% of the total PIF (31 lots x \$2290 = 70,990). Staff has reviewed the submitted trail costs and finds them to be acceptable. The requested PIF credit will reduce the PIF by approximately \$971 per lot. The applicant will still pay approximately \$1,319 PIF per lot at the time of building permit issuance.

Department/Presenter: Phil Bourquin, Community Development Director

Breckenridge Subdivision PIF Credit Application

This item was also placed on the March 17, 2014, Consent Agenda for Council's consideration as the developer currently has building plans in for review and

anticipates permit issuance soon.

B. 2016 Comprehensive Plan Update

Details: The City of Camas, along with Clark County, is required to update the 20 year comprehensive plan by 2016. The City is required to coordinate with Clark County during this update. Currently, the action steps are focused on data analysis and determining population and jobs projections.

Department/Presenter: Robert Maul, Planning Manager

2016 Comprehensive Plan Update

C. Project S-566 NW Friberg/Strunk Street Improvements - Clark Public Utilities (CPU) Easement

Details: Construction of the Friberg Street improvements has required Camas to obtain additional right-of-way width for the length of the project. The additional roadway width also requires that CPU relocate their power poles along the full length of the project, within the new Camas right-of-way, on the easterly side of

Friberg. The existing CPU poles are located at or very near the existing right-of-way line. Typically, whenever visible utilities have been located on private property for seven or more years, the utility company may claim a prescriptive easement for these utilities. In such cases, the City would normally be required to pay for the relocation of said utilities. In lieu of debating the exact location of the existing CPU poles, CPU has agreed to relocate the existing poles at their cost provided that Camas grants an easement for the relocated poles. This easement requires the City to pay for any future City mandated relocation of the poles referenced in the easement.

Department/Presenter: James Carothers, Engineering Manager

CPU Power Pole Easement

This item was also placed on the March 17, 2014, Consent Agenda for Council's consideration.

D. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous or emergent items.

VII. FIRE DEPARTMENT

A. Volunteer Firefighter Ordinance Changes

Details: As part of the Interlocal Agreement (ILA) that provides for the contracting of fire and emergency medical services, Camas is required to make ordinance changes that will allow for volunteer firefighters to be reimbursed annually and for their participation in the State of Washington's Volunteer Firefighter Pension Program. The transition team decided that Camas should adopt, verbatim where possible, the current ordinance language that Washougal uses in relation to volunteer firefighters. The Washougal ordinance was taken to City Attorney Roger Knapp, who crafted the attached proposed ordinance in the appropriate format.

Department/Presenter: Nick Swinhart, Fire Chief

Draft Ordinance

This ordinance will be brought back to Council for approval on April 7, 2014.

B. Memorandum of Understanding (MOU) with the International Association of Fire Fighters (IAFF) Local No. 2444 Pertaining to Contract for Service

Details: The Interlocal Agreement (ILA) that provides for the 10 year contract for service between the cities of Camas and Washougal was approved by both

Councils in December of 2013. One of the provisions of that ILA was that negotiations be undertaken with the IAFF Local No. 2444 to reach agreement on several provisions of the ILA that are "bargainable." Labor and management teams have met twice since the beginning of the year to finalize this MOU. The attached document is the result of these efforts.

Department/Presenter: Nick Swinhart, Fire Chief

MOU >

The MOU will be placed on April 7, 2014, Council Agenda for consideration.

VIII. FINANCE DEPARTMENT

A. Camas-Washougal Fire Department Consolidated Budget Presentation

Details: This presentation provided an overview of the proposed Consolidated Fire Budget for Camas-Washougal. The presentation also provided five policy decision points including, separate fund, budget combination option, minimum cash reserves, monthly payments, and capital and debt.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Consolidated Budget Presentation (attachment added - March 17, 2014)

The Consolidated Camas-Washougal Fire Department Budget will be brought back to Council for further discussion and potential adoption during the April 21, 2014, Council Meeting.

IX. CITY ADMINISTRATION

A. Salary Review Commission

Details: The proposed ordinance would create a Salary Review Commission that would establish the compensation for the Councilmembers and Mayor. Any increase or decrease in the salary established by the Commission shall become effective and incorporated in the City budget without further action of the City Council or the Commission.

Department/Presenter: Pete Capell, City Administrator

Draft Ordinance

After a brief discussion, Council directed staff to schedule a public hearing for the April 7, 2014, Council Meeting on this matter.

B. Miscellaneous and Scheduling

Details: Updates on Miscellaneous or scheduling items

Department/Presenter: Pete Capell, City Administrator

Capell informed Council that the receptionist at City Hall resigned last week and that in the interim, Katie McDonald, Grounds Worker II, will be assisting with the receptionist duties. He also gave Council a brief overview of the plans to fill the position.

X. COUNCIL COMMENTS AND REPORTS

Dietzman gave Council a brief update about the Clark County Mosquito Control Board.

Chaney attended the First Friday event.

There was discussion amongst Mayor and Council about the legislative session.

Anderson informed Council that the Municipal Research and Service Center will be holding a free Biennial Budgeting Webinar on March 20th and encouraged Council to register.

Hogan stated that he will be attending a meeting at Georgia Pacific with the Mayor on Wednesday to meet the new mill manager.

Turk mentioned that she had attended a library tour with the newly appointed Library Board of Trustees members. She added that there is a Planning Commission Meeting on Tuesday and that she also attended the Camas High School play.

Mayor commented about business activity and economic development in Camas. He also noted that he will be out of town during the April 7th Council meeting and that Mayor Pro-tem Hogan will be conducting the meeting in his absence.

Mayor announced that a Clark County Freeholders meeting will be held at the Lacamas Lake Lodge Conference Center on April 8, 2014, and that a dedication of the lodge will be held on Tuesday, March 25th at 4p.m.

XI. PUBLIC COMMENTS

There were no comments from the public.

XII. ADJOURNMENT

The meeting adjourned at 6:21 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 March 13, 2014

Workshop Agenda with Supporting	Documents
Mayor	City Clerk



CITY COUNCIL REGULAR MEETING MINUTES - Draft Monday, March 17, 2014 at 7:00 p.m. Camas City Hall, 616 NE 4th Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Smith, and Shannon Turk

Excused: Tim Hazen

Staff: Phil Bourquin, Pete Capell, James Carothers, Leisha Copsey, Cathy

Huber Nickerson, Eric Levison, and Shawn MacPherson

Press: There were no members of the press present

IV. PUBLIC COMMENTS

Mike Bomar, Columbia River Economic Development Council (CREDC) President, 805 Broadway, Suite 412, Vancouver, introduced himself to Council.

V. CONSENT AGENDA

A. Approved the minutes of the March 3, 2014, Camas City Council Meeting and the Work Session minutes of March 3, 2014.

March 3, 2014, Camas City Council Meeting Minutes

March 3, 2014, City Council Work Session Minutes

B. Approved claim checks numbered 120328-120508 in the amount of \$723,934.55.

- C. Authorized the write-off of the February 2014 Emergency Medical Services (EMS) billings in the amount of \$69,706.58. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance from patients. (submitted by Cathy Huber Nickerson)
- D. Authorized Park Impact Fee (PIF) credits totaling \$30,094.37 to Lennar Northwest, Inc. for the Breckenridge Subdivision (SUB06-08) which was approved and conditioned to install a portion of the T-21 trail in accordance with the 2006 Trails and Open Space Comprehensive Plan. The trail improvements are complete and the applicant has submitted a construction cost of \$30,094.37; 42% of the total PIF (31 lots x \$2290 = \$70,990). Staff has reviewed the submitted trail costs and finds them to be acceptable. The requested PIF credit will reduce the PIF by approximately \$971 per lot. The applicant will still pay approximately \$1,319 PIF per lot at the time of building permit issuance. (submitted by Phil Bourguin)

Breckenridge Subdivision Park Impact Fee Credit Application

E. Authorized the Mayor to execute a Clark Public Utilities (CPU) power pole easement for Project S-566 NW Friberg/Strunk Street Improvements. Construction of the Friberg Street improvements has required Camas to obtain additional right-of-way width for the length of the project. The additional roadway width also requires that CPU relocate their power poles along the full length of the project, within the new Camas right-of-way, on the easterly side of Friberg. The existing CPU poles are located at or very near the existing right-of-way line. Typically, whenever visible utilities have been located on private property for seven or more years, the utility company may claim a prescriptive easement for these utilities. In such cases, the City would normally be required to pay for the relocation of said utilities. In lieu of debating the exact location of the existing CPU poles, CPU has agreed to relocate the existing poles at their cost provided that Camas grants an easement for the relocated poles. This easement requires the City to pay for any future City mandated relocation of the poles referenced in the easement. (submitted by James Hodges)

CPU Power Pole Easement

F. Authorized the Mayor to sign Change Order No. 4 for Project P-862 Lacamas Lake Lodge to JWC LLC in the amount of \$28,737.67 (including sales tax). (submitted by James Hodges)

P-862 Change Order



G. Authorized the Mayor to sign an amendment to the existing 2014-2015 Professional Environmental Services Contract for wetland mitigation monitoring for Project SS-356C NW Lake Road/SE First Street Road Improvements with BergerABAM. This amendment modifies the existing contract to include the

wetland maintenance work in years 2014 and 2015. The cost for the 2014 maintenance work is included in the adopted 2014 budget. The budget for the 2014 wetland mitigation monitoring and maintenance is a lump sum of \$70,000.00. See the attached ?Wetland Budget Memo' for the project breakdown. (submitted by Anita Ashton)

Wetland Budget Memorandum

Amendment to Professional Environmental Services Contract with BergerABAM

H. Authorized the Mayor to sign an amendment to the existing 2012-2014 Professional Services Contract for Project SS-473 Grass Valley Park Wetland Monitoring with The Resource Company, Inc. (TRC). This amendment modifies the existing contract to include the wetland maintenance work in reporting year seven (2014). The cost for the 2014 maintenance work is included in the adopted 2014 budget. The budget for the 2014 wetland mitigation monitoring and maintenance is a lump sum of \$70,000.00. See the attached ?Wetland Budget Memo' for the project breakdown. (submitted by Anita Ashton)

Wetland Budget Memorandum

Amendment to Professional Services Contract with The Resource Company

I. Authorized the Mayor to sign an amendment to the existing 2011-2015 Professional Services Contract for Project S-454C NW Leadbetter Drive, Phase 1, Wetland Monitoring with TRC. This amendment modifies the existing contract to include the wetland maintenance work for years 2014-2015. The cost for the 2014 maintenance work is included in the adopted 2014 budget. The budget for the 2014 wetland mitigation monitoring and maintenance is a lump sum of \$70,000.00. See the attached ?Wetland Budget Memo' for the project breakdown. (submitted by Anita Ashton)

Wetland Budget Memorandum

Amendment to Professional Services Contract with The Resource Company

J. Authorized the Bid Award for Project S-589C 2014 Asphalt Repairs NW 6th Avenue to the lowest responsive bidder and authorize the Mayor to sign the contract. This winter has been particularly hard on NW 6th Avenue and has made clear the need to rehabilitate this street. Staff has issued a call for bids to install spot asphalt repairs on NW 6th Avenue from Adams to Norwood (91 spots, 14,000 square feet). While this street is a high priority to grind and overlay, there are underground utilities in need of repair prior to full asphalt restoration. Staff will work to program the utility repairs in the 2015 budget and complete pavement restoration as the budget allows. This contract will remove the major issues the City has had to date and staff will continue to do spot repairs throughout the year. The Street Department Capital Budget for road repair will be used to fund this contract. (submitted by Eric Levison)

S-589C Bid Award (attachment added - March 13, 2014)

K. Authorized the Mayor to sign a professional services agreement with Pacific Groundwater Group (PGG) for a water right evaluation. The City has been approached with an offer to purchase an existing water right in the Lacamas Watershed. The water right in question could, if found transferable, provide some or all of the mitigation required to move forward with the proposed "Camas Meadows Well" which is identified in the Water Plan, Rate Analysis and Capital Facilities Plan for development in the next five years. This professional services contract provides for determining the validity of the water right, possibility of transfer, and relative value of the right. The second task would then move to the purchase and transfer of the right. (submitted by Eric Levison)

PGG Contract

L. Authorized Pay Estimate No. 2 for Project WS-709D Water Transmission Main to Rotschy, Inc. in the amount of \$306,300.70 for work completed through February 25, 2014. This project is financed through the State of Washington Public Works Board Drinking Water State Revolving Loan Fund with funds obtained from the U.S. Environmental Protection Agency and the Washington Department of Health. The project is budgeted and fully funded. (submitted by James Hodges)

WS-709D Pay Estimate

M. Authorized the Bid Award for Project SS-568 Vactor Facility Upgrade to the lowest responsive bidder, Nutter Corporation, in the amount of \$206,755.22 and authorize the Mayor to execute the contract. This project upgrades the existing decant facility by installing a roof to eliminate rain water from entering the sewer system and providing a compliant solution for street sweeping material processing. Bids were opened on February 25, 2014. The bid amount is \$7,506.26 over the Engineer's Estimate, but within the budgeted amount. (submitted by Eric Levison)

SS-568 Bid Award

It was moved by Don Chaney, seconded by Melissa Smith 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

City Administrator Pete Capell informed Council that the state auditors have arrived and will be in Camas for the next three weeks. An entrance interview has been scheduled for March 25, 2014, at 11a.m.



B. Council

Hogan stated that he is looking forward to the Lacamas Lake Lodge Conference Center dedication that will be held on March 25, 2014.

Dietzman announced that the Friends of the Camas Library will be having a book sale the last weekend of the month. She also gave Council a brief update about the Camas Lodging Tax Advisory Committee and the Clark County Mosquito Control Board.

Dietzman informed Council that a sister city delegation from Hamamatsu, Japan will be visiting Camas from March 21st through March 25th.

VII. MAYOR

A. Announcements

There were no announcements.

VIII. COMMUNITY DEVELOPMENT

A. Resolution No. 1287 to Adopt the 2014 Standard Specifications for Road, Bridge and Municipal Construction

Details: Camas uses the Standard Specifications for Road, Bridge, and Municipal Construction as the basis for the technical requirements for all construction projects. These specifications are compiled, published, and updated every two years by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA). Camas is required to use these specifications on most projects that have federal funds.

Department/Presenter: James Carothers, Engineering Manager

Resolution No. 1287

It was moved by Shannon Turk, seconded by Greg Anderson that Resolution No. 1287 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Melissa Smith that Resolution No. 1287 be adopted. The motion carried unanimously.

IX. FINANCE

A. Resolution No. 1288 Authorizing Participation in the Washington State Local Government Investment Pool (LGIP)

Details: This resolution is at the request of the Washington State Treasurer to update the City's authorization to participate in the Washington State LGIP and to provide a prospectus of the Washington State LGIP. The City Council received a presentation which provided background of how the LGIP fits in the City's current

investment portfolio followed by a review of the resolution highlights as well as the prospectus during the March 3, 2014, Council Workshop.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Resolution No. 1288

LGIP Prospectus, January 2014

Transaction Authorization Form

It was moved by Steve Hogan, seconded by Linda Dietzman that Resolution No. 1288 be read by title only. The motion carried unanimously.

It was moved by Steve Hogan, seconded by Linda Dietzman that Resolution No. 1288 be adopted. The motion carried unanimously.

B. Resolution No. 1289 Authorizing an Interfund Loan from the Growth Management Act (GMA) Fund to the Emergency Medical Services (EMS) Fund

Details: This resolution is to authorize the EMS Fund to borrow funds from the GMA Fund in the amount \$17,966.07 and providing for a repayment of said loan by December 31, 2014, with interest on the declining balance of 1% per annum.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Resolution No. 1289

It was moved by Greg Anderson, seconded by Shannon Turk that Resolution No. 1289 be read by title only. The motion carried unanimously.

It was moved by Greg Anderson, seconded by Shannon Turk that Resolution No. 1289 be adopted. The motion carried unanimously.

C. Resolution No. 1290 Authorizing an Interfund Loan from the GMA Fund to the NW 38th Street Construction Fund

Details: This resolution it to authorize the NW 38th Street Construction Fund to borrow funds from the GMA Fund in the amount \$402,133.87 and providing for a repayment of said loan by December 31, 2014, with interest on the declining balance of 1% per annum.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Resolution No. 1290

It was moved by Shannon Turk, seconded by Linda Dietzman that Resolution No. 1290 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Linda Dietzman that Resolution No. 1290 be adopted. The motion carried unanimously.

D. Resolution No. 1291 Authorizing an Interfund Loan from the GMA Fund to the Friberg/Strunk Street Construction Fund

Details: This resolution it to authorize the Friberg/Strunk Street Construction Fund to borrow funds from the GMA Fund in the amount \$179,069.40 and providing for a repayment of said loan by December 31, 2014, with interest on the declining balance of 1% per annum.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Resolution No. 1291

It was moved by Shannon Turk, seconded by Melissa Smith that Resolution No. 1291 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Melissa Smith that Resolution No. 1291 be adopted. The motion carried unanimously.

X. PUBLIC COMMENTS

There were no comments from the public.

XI. ADJOURNMENT

The meeting adjourned at 7:14 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 March 12, 2014

Council Agenda with Supporting Documents

Mayor City Clerk	

MEMORANDUM OF UNDERSTANDING BETWEEN

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #2444

AND

THE CITY OF CAMAS, WASHINGTON AND

THE CITY OF WASHOUGAL, WASHINGTON

The cities of Camas and Washougal and IAFF Local 2444 hereby agree to the following:

- 1. The current employees of the Washougal Fire Department that are members of IAFF Local 2444 will become employees of the City of Camas.
- 2. The transfer date to the City of Camas for the IAFF Local 2444 employees currently employed by the City of Washougal shall be determined by the City of Camas. All transferring Washougal IAFF Local 2444 employees shall have the same transfer date.
- 3. The transferring Washougal IAFF Local 2444 represented employees will become recognized by the City of Camas as part of the bargaining unit represented by Local 2444 as defined by Article 1 of the collective bargaining agreement between the City of Camas and the IAFF Local 2444 on their transfer date.
- 4. The transferring Washougal IAFF Local 2444 represented employees will be assigned to the same shift on their date of transfer as the shift they were working the day before the date of transfer. Shift changes after the date of transfer will follow the collective bargaining agreement between the City of Camas and the IAFF Local 2444.
- 5. IAFF Local 2444 represented employees transferring from the City of Washougal to the City of Camas shall have their seniority within the City of Camas determined by their employment start date with the City of Washougal Fire Department, in an IAFF represented position, for the purpose of promotions, transfers, layoffs or recalls under Article 11.
- 6. IAFF Local 2444 represented employees transferring from the City of Washougal to the City of Camas shall have their "Length of Service" for the purpose of calculating Vacation accrual as addressed in Article 6 of the collective bargaining agreement between the City of Camas and the IAFF Local 2444 be their length of service as an employee with City of Washougal and the City of Camas combined.
- 7. IAFF Local 2444 represented employees transferring from the City of Washougal to the City of Camas shall retain all accrued leave earned but not used at the time of transfer (pro-rated for any partial month). Such accrued leave shall include vacation time, sick leave and comp time.
- 8. IAFF Local 2444 represented employees transferring from the City of Washougal to the City of Camas upon their date of transfer will be granted 104 hours of holiday time off in lieu of holidays, less the holiday hours used in 2014 prior to the transfer date.
- 9. Upon the transfer date for IAFF Local 2444 employees transferring from the City of Washougal to the City of Camas the City of Camas shall apply the salary

- structure attached as Exhibit A to all Camas-Washougal Fire Department employees in the IAFF Local 2444.
- 10. IAFF Local 2444 represented employees transferring from the City of Washougal to the City of Camas will no longer make social security contributions through employment with the City of Camas and the City of Camas will not make social security contributions based on the earnings of those employees.
- 11. IAFF Local 2444 represented employees transferring from the City of Washougal to the City of Camas are not eligible for the Camas post-retirement medical insurance cited in Article 13.7 of the collective bargaining agreement between the City of Camas and IAFF Local 2444.
- 12. All labor performed by the bargaining unit represented by Local 2444 as defined by Article 1 of the collective bargaining agreement between the City of Camas and the IAFF Local 2444 will be retained by that bargaining unit.
- 13. All labor performed by the bargaining unit represented by Local 2444 as defined by Article 1 of the collective bargaining agreement between the City of Washougal and the IAFF Local 2444 will be transferred to the bargaining unit represented by Local 2444 as defined by Article 1 of the collective bargaining agreement between the City of Camas and the IAFF Local 2444 and the IAFF Local 2444 retains the right to negotiate impacts consistent with RCW 41.56.
- 14. In all other respects, the parties agree to apply the provisions of the collective bargaining agreement between the City of Camas and the IAFF Local 2444 to the current employees of the Washougal Fire Department effective upon the start date for those employees with the City of Camas.
- 15. This agreement shall expire on June 30, 2014 if the Washougal employees who are members of IAFF Local 2444 do not start employment with the City of Camas by that date. In the event this agreement expires Washougal shall continue to employ the Washougal Fire Department members of IAFF Local 2444, pursuant to the terms of the collective bargaining agreement between the City of Washougal and the IAFF Local 2444.
- 16. Upon transfer of the IAFF Local 2444 represented employees from the City of Washougal to the City of Camas, the transferring employees shall have the position classification and wage step identified in Exhibit B.
- 17. The cities of Camas and Washougal shall work diligently on the tasks required to be completed before the transfer of the Washougal IAFF Local 2444 represented employees to the City of Camas. The CWFD Fire Chief shall contact the IAFF Local 2444 President at least monthly to provide a status on the tasks and the work remaining to be completed. The cities anticipate the employee transfer to be completed no later than May 1, 2014.
- 18. IAFF Local 2444 employees whose pay will be adjusted upward upon the transfer of Washougal employees to Camas shall receive the appropriate increase in pay retroactive to January 1, 2014. Within sixty (60) days of the transfer of Washougal IAFF Local 2444 employees to the City of Camas, the City of Washougal shall pay the transferring employees whose pay is increased the appropriate increase retroactive to January 1, 2014 and the City of Camas shall pay the current Camas employees whose pay is increased the appropriate increase retroactive to January 1, 2014. The retroactive pay for the employees eligible for

- retroactive pay shall be adjusted (reduced) to reflect any pay increases received by the employees between January 1, 2014 and the date of transfer.
- 19. The City of Camas shall provide a bulletin board for IAFF Local 2444's use in each Camas-Washougal Fire Department fire station. The bulletin board shall be in an area conveniently accessible to bargaining unit employees. IAFF Local 2444 may maintain the board for the purpose of notifying employees of matters pertaining to IAFF Local 2444 business. All notices shall be signed by a representative of IAFF Local 2444 who is authorized by IAFF Local 2444 to approve such notices.
- 20. Upon the issuance of replacement Camas-Washougal Fire Department badges IAFF Local 2444 employees shall be allowed to retain their current badge as their personal property, subject to State regulations relating to disposal of city property.

	WHEREOF, this Mea	morandum of Understanding is executed, 2014.
FOR THE CIT	Y OF CAMAS	FOR THE CITY OF WASHOUGAL
Scott Higgins, I City of Camas,		Sean Guard, Mayor City of Washougal, Washington
FOR THE UNI	ON	
Adam R. Brice,		

EXHIBIT ASalary Structure Effective on the Transfer Date

Years of Service:	Ų	nder 1		<u>1</u>		2		3		4	<u>5</u>	<u>6</u>
Step:		1		<u>2</u>		3		4		5	 <u>6</u>	 <u>NA</u>
		PROP	OSE	D PAY S	TRU	CTURE A	FTE	RTRANS	FER			
Position Classification						N	lont	hly Sala	rγ			
Batalion Chief	\$	7,025	\$	7,280	\$	7,543	\$	7,814	\$	8,097	\$ 8,391	\$ 8,391
Paramedic Captain	\$	6,524	\$	6,760	\$	7,003	\$	7,256	\$	7,518	\$ 7,791	\$ 7,791
Fire Captain	\$	6,302	\$	6,511	\$	6,719	\$	6,926	\$	6,940	\$ 7,191	\$ 7,191
Deputy Fire Marshal	\$	6,021	\$	6,240	\$	6,465	\$	6,698	\$	6,940	\$ 7,191	\$ 7,191
Firefighter/Paramedic	\$	5,520	\$	5,720	\$	5,927	\$	6,140	\$	6,362	\$ 6,592	\$ 6,592
Firefighter	\$	5,158	\$	5,333	\$	5,509	\$	5,581	\$	5,783	\$ 5,993	\$ 5,993
		CHAN	GE 1	O EXIST	NG	CAMAS	PAY	STRUCT	URE		 	
Position Classification						N	lont	hly Sala	ry		 	
Batalion Chief	\$	•	\$	-	\$	-	\$	-	\$	-	\$ -	\$ -
Paramedic Captain	\$	-	\$		\$	-	\$	•	\$	-	\$ -	\$ -
Fire Captain	\$	281	\$	271	\$	254	\$	228	\$	•	\$ -	\$
Deputy Fire Marshal	\$	·	\$	•	\$	•	\$	-	\$	-	\$ -	\$ -
Firefighter/Paramedic	\$		\$	-	\$	-	\$	-	\$	-	\$	\$ •
Firefighter	\$	140	\$	134	\$	112	\$		\$	-	\$ ٠	\$ -
	C	HANGE	TO I	XISTING	W	SHOUG	AL P	AY STRL	JCTU	JRE		
Position Classification						N	lont	hly Salaı	ry		 	
Fire Captain	\$	-	\$	-	\$	-	\$	-	\$	14	\$ 265	\$ 265
Firefighter	\$	-	\$	-	\$	•	\$	72	\$	100	\$ 310	\$ 134

EXHIBIT B Washougal Employee Job Classification, Recognized Start Date and Wage Step Upon Transfer

The job classification, recognized start date and wage step upon transfer for Washougal employees shall be the following:

Name:	Job		Wage
Last, First	Classification	Start Date	Step .
Scott, Earl	Fire Captain	10/15/1991	6
Brock, Grant	Fire Captain	7/15/1993	6
Scheer, Joe	Firefighter	1/2/1996	6
McMakin, Dave	Firefighter	2/5/2001	6
Steigmann, Butch	Firefighter	6/1/2005	6
Nickles, Ron	Firefighter	6/1/2005	6
Kassel, Chris	Firefighter	3/9/2006	6
Porter, Ben	Firefighter	8/1/2011	3



February 25th, 2014

City of Camas - Department of Public Works 616 NE 4th Avenue Camas, WA 98607

Attn: Eric Levison - Public Works Director

Re: City of Camas Facilities Maintenance support retainer

Eric,

Abacus Resource Management Company (Abacus) is pleased to provide the following proposal to assist the City of Camas with their facilities maintenance needs.

Under this proposal, Abacus will provide assistance with the City of Camas facilities maintenance needs on a time & material basis. Abacus will provide assistance with the following tasks:

- Development of maintenance services solicitations including owner discussions of options and recommendations
- Assistance with qualifying potential vendors
- Site walk assistance for the solicitation of services.
- Assistance with review and selection of maintenance contractor(s)
- Review of contractor performance of the maintenance tasks
- Review of repair items identified by the maintenance provider
- · Response to comfort complaints to assist in the diagnosis and resolution of comfort issues

These services will be provided on a time & material basis. This proposal will establish a retainer agreement in the amount of \$5,000 to provide services as listed above. This proposal is <u>NOT</u> provided on a "not-to-exceed" basis. Services will be provided up to the retainer amount. If the City of Camas would like additional services once the original retainer amount has been reached, a change order may be used to increase the retainer amount.

Services will be provided at the following rates:

Service Labor

\$125/hour \$0.56/mile

Mileage Materials

Cost plus 15%

Please contact us with any questions or notification that the retainer has been approved. We look forward to continuing to provide services for the City of Camas.

Best Regards.

Steve Rubbert

Abacus Resource Management Company

Approved by:
The City of Camas, Washington
Scott Higgins, Mayor
616 NE 4 th Avenue
Camas, WA 98607

Date



FY 2014 STORMWATER GRANT PROGRAM PROVISO FUNDING AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND

CITY OF CAMAS

GRANT AGREEMENT NUMBER G1400548

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FY 2014 STORMWATER GRANT PROGRAM PROVISO Funding Agreement Between

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF CAMAS

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and the City of Camas (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

Project Title: NW 38th Avenue Phase II/NW Friberg

Street Stormwater Improvements

Grant Number: G1400548

State Fiscal Year: FY 2014

Total Project Cost: \$13,489,864

Total Eligible Cost: \$2,000,000

DEPARTMENT Share: \$2,000,000

RECIPIENT Share: \$0

DEPARTMENT Maximum Percentage: 100 %

RECIPIENT Information

RECIPIENT Name: City of Camas

Mailing Address: PO Box 1055

Camas, WA 98607

Fax Number: 360-834-1535

Federal Taxpayer ID Number: 91-6001233

PROJECT Manager: James E. Carothers, P.E.

Email Address: jcarothers@cityofcamas.us

Phone Number: 360-817-7230

PROJECT Financial Officer: Cathy Huber-Nickerson

Email Address: chuber@cityofcamas.us

Phone Number: 360-834-2462 x4420

DEPARTMENT Contact Information Project Manager: Nikki Guillot Email Address: nikki.guillot@ecv.wa.gov Phone Number: 360-690-4782 Project Engineer: Daniel S. Gariepy, P.E. Email Address: daga461@ecy.wa.gov Phone Number: 360-407-6470 Address: Northwest Central WA State Department of Ecology WA State Department of Ecology Northwest Regional Office Central Regional Office 3190 160th Ave SE 15 West Yakima Ave. Suite 200 Bellevue, WA 98008-5452 Yakima, WA 98902-3452 Fax (425) 649-7098 Fax (509) 575-2809 Southwest Eastern WA State Department of Ecology WA State Department of Ecology Southwest Regional Office Eastern Regional Office P.O. Box 47775 N. 4601 Monroe Olympia, WA 98504-7775 Spokane, WA 99205-1295 Fax (360) 407-6305 Fax (509) 329-3570 Bellingham Headquarters WA State Department of Ecology WA State Department of Ecology Bellingham Field Office P.O. Box 47600 1440 10th Street, Suite 102 Olympia, WA 98504-7600 Bellingham, WA 98225 Fax (360) 407-6426 Fax (360) 715-5225 Financial Manager: Sean Mellon Email Address: sean.mellon@ecy.wa.gov Phone Number: 360-407-6570

360-407-6570
360-407-7151
WA State Department of Ecology
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

Fax Number:

Address:

CHECK ALL THAT APPLY:

• FY 2014 Stormwater Grant Program Proviso (state funds):

✓ Yes Amount: \$2,000,000, Funded with Local Toxics Control Account – State

• Increased Oversight? ☐ Yes ☒ No

The effective date of this agreement is the July 1, 2013.

This agreement expires: July 1, 2016.

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): June 30, 2019

PART II. PROJECT SUMMARY

This project will address water quality for the state of Washington. This project encompasses two distinct projects focused on stormwater improvements for the City of Camas.

<u>NW Friberg Street</u>: This project will treat and detain stormwater runoff for the NW Friberg Street and Goodwin Road reconstruction and widening project from Lake Road to Camas Meadows Drive. Treatment vaults and underground storage pipes will be used in the implementation of this project.

<u>NW 38th Avenue Phase II</u>: This project will treat and detain stormwater runoff for the NW 38th Avenue reconstruction and widening project from Armstrong Drive to Parker Street. The existing roadside ditch along the north side of the corridor will be relocated, widened and stabilized to improve the quality of stormwater runoff.

[Remainder of this page left intentionally blank]

PART III. PROJECT BUDGET

NW 38 th Avenue Phase II/NW Friberg Street Stormwater Improvements					
TASKS/ELEMENTS	TOTAL PROJECT COST	**TOTAL ELIGIBLE COST (TEC)			
1 - Project Administration/Management	\$280,000	\$0			
2 - Design Plans and Specifications	\$1,278,970	\$0			
3 - Construction Management	\$967,860	\$100,000			
4 - Construction	\$8,092,990	\$1,000,000			
5 – Right of Way Property Acquisition	\$2,870,044	\$900,000			
Total	\$13,489,864	\$2,000,000			
** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.					
MATCHING REQUIREMENTS					
DEPARTMENT Share: maximum 100% of TEC \$2,000,000					

PART IV. PROJECT GOALS AND OUTCOMES

Α.	<u>Financial Assistance Water Quality Project Goals:</u> The overall goals of this project are
	focused on the protection of Lacamas Lake, Lacamas Creek, and Dwyer Creek and
	include one or more of the following:
	Stormwater System Retrofit
	Low Impact Development Best Management Practices (BMP)
	Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.

- B. <u>Water Quality and Environmental Outcomes</u>: The following are the anticipated water quality and environmental improvements from the project.
 - 1. Stormwater detention will control runoff release and reduce streambank erosion.
 - 2. Stormwater runoff along NW Friberg and NE Goodwin Road will be collected with sump/siphon catch basins and piped to a treatment vault for water quality treatment via filter cartridges, improving the quality of the stormwater runoff into Dwyer Creek and downstream 303(d)-listed Lacamas Lake.

- 3. Reduce pollutant loading to the receiving waterbody by providing natural filtration and buffering opportunities between the newly created stream course, and adjacent uses including the improved street corridor and future development.
- 4. Improve overall water quality by installing stormwater treatment systems for new and retrofit water quality and quantity.
- 5. Reduce flow-related erosion damage by properly sizing and upgrading currently undersized and constricted culverts.
- 6. Provide fully functioning stream-associated wetlands and wildlife corridors that are currently interrupted and impacted by immediate proximity to heavily travelled road surfaces. Increased or improved jurisdictional wetlands resulting from the project will consist of over 9 acres of newly created, rehabilitated and enhanced wetlands and buffers. There is a significant storm conveyance element to this project that includes relocating the roadside ditch, treatment, detention, and wetland mitigation for the ditch relocation.
- 7. Stormwater runoff along NW 38th Avenue Road will be collected with catch basins and piped to a treatment vault for water quality treatment via filter cartridges; improving the quality of the stormwater runoff into Lacamas Lake.
- C. <u>Performance Items and Deliverables</u>: The following are the anticipated action items that will play an integral role in implementation of the project.
 - 1. Acquire right of way property to install stormwater improvements adjacent to NW 38th Avenue.
 - 2. Construct a street stormwater conveyance system that will provide for the collection of street runoff and redirect the runoff to a storm detention piped facility. The detained runoff will flow to treatment vaults for treatment via filter cartridges. A piped stormwater system downstream of the treatment vault will carry the runoff to a rip-rap outfall at Dwyer Creek (Friberg) and a roadside swale (Goodwin).

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and RECIPIENT closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Required Performance:

- 1. Administer and manage the project and records.
- 2. Submit all required requests for reimbursement and corresponding backup documentation, progress reports, 2-page Project Outcomes Summary, and RECIPIENT Final Report and performance items, in a timely manner.

Task 2 - Design Plans and Specifications

- A. The RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.
- B. During the planning and design stage and prior to any ground disturbing activities, the RECIPIENT will submit to the DEPARTMENT's Project Manager one of the following:
 - a. If Cultural Resources Review (Executive Order 05-05) is complete, a copy of the letter of concurrence from the Department of Archaeology and Historic Preservation (DAHP) and correspondence from any tribes.
 - b. If Cultural Resources Review (Executive Order 05-05) is not complete, the RECIPIENT will submit a DAHP EZ-1 form to the DEPARTMENT's Project Manager to initiate review of project activities by DAHP and tribal governments.
- C. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT for review. At its discretion, the DEPARTMENT may request 60 percent complete design plans for review. Based on receipt of the Pre-design report or the 60 percent complete design plans, the DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The RECIPIENT agrees to respond to the DEPARTMENT's comments prior to project construction. The DEPARTMENT reserves the right to refuse payment for project elements that are inconsistent with the appropriate design criteria and grant requirements.
- D. Prior to advertising for contractor bids, the RECIPIENT will submit two hard copies and one digital copy of the final plans and specifications to the DEPARTMENT's Project Manager for review. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements. The RECIPIENT must justify significant deviations from the following:

1. The appropriate guidance manual below depends on the region that your project is conducted:

Stormwater Management Manual for Western Washington (SWMMWW), or the

Stormwater Management Manual for Eastern Washington (SWMMEW), both can be found at:

http://www.ecy.wa.gov/programs/wq/stormwater/tech.html, or the Low Impact Development Technical Guidance Manual for Puget Sound found at: http://www.psp.wa.gov/downloads/L1D/L1D_manual2005.pdf, or equivalent design manuals. or

Eastern WA LID Low Impact Development Guidance Manual, or http://www.wastormwatercenter.org/eastern-washington-lid-manual

- 2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
- 3. Good engineering practices and generally recognized engineering standards.
- 4. The project pre-design report.
- E. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal to the DEPARTMENT.
- F. The RECIPIENT will prepare and submit a projected construction schedule to the DEPARTMENT.
- G. The RECIPIENT will submit to the DEPARTMENT a current, updated construction cost estimate and updated project schedule, along with each plans and specifications submittal.
- H. The RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be legible.

Required Performance:

- 1. Submit a copy of the signed and dated SEPA determination to the DEPARTMENT.
- 2. Submit a copy of either: 1) Letter of Concurrence from DAHP; or, 2) the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.
- 3. Submit a Pre-design report to the DEPARTMENT.
- 4. Submit final plans and specifications to the DEPARTMENT, which includes the DEPARTMENT's Bid Specification Clauses inserts found at: http://www.ccy.wa.gov/programs/wg/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html

Task 3 – Construction Management

A. The RECIPIENT will provide construction oversight and management of the project.

- B. The RECIPIENT will submit a detailed construction quality assurance plan to the DEPARTMENT before the start of construction. This plan must describe how adequate and competent construction oversight will be performed.
- C. The RECIPIENT will submit a construction schedule to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the construction schedule to the DEPARTMENT with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to the DEPARTMENT.
- D. Prior to execution, the RECIPIENT will submit eligible change orders that are a significant deviation from the DEPARTMENT reviewed plans and specifications in writing for DEPARTMENT review and approval for payment. All other change orders must be approved by the DEPARTMENT for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to the DEPARTMENT for approval.
- E. The RECIPIENT will maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance plan for the stormwater treatment and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The operation and maintenance plan must also address long term activities to assure ongoing pollutant removal and flow-control capability of the project. (See the Stormwater Management Manual for Western Washington Volume 5, Section 4.6).
- F. Upon completion of construction, the RECIPIENT will provide to the DEPARTMENT's Project Manager a Stormwater Construction Completion Form signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion form can be found at:

http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html

Required Performance:

- 1. Submit the project construction quality assurance plan to the DEPARTMENT.
- 2. Submit the construction schedule to the DEPARTMENT.
- 3. Submit pre-construction meeting minutes to the DEPARTMENT.
- 4. Submit an Operations and Maintenance plan to the DEPARTMENT.
- 5. Submit the signed and dated Stormwater Construction Completion Form to the DEPARTMENT.

Task 4 - Construction

- A. The RECIPIENT will, in accordance with the DEPARTMENT reviewed plans and specifications, construct a conveyance system to transmit stormwater runoff to a regional treatment facility.
- B. The RECIPIENT will submit to the DEPARTMENT's Project Manager a copy of the construction contract within 30 days of execution.

Required Performance:

- 1. Submit a copy of the bid documents (e.g. bid announcement, bid award, bid tabulations) to the DEPARTMENT.
- 2. Submit a copy of the construction contract to the DEPARTMENT.
- 3. Construct a conveyance system to transmit stormwater runoff to a regional treatment facility.

Task 5 - Property Acquisition

- A. The RECIPIENT will submit to the DEPARTMENT a professional real estate appraisal of the property to be purchased to ensure that the property is purchased at, or close to, fair market value.
- B. The RECIPIENT will acquire right of way property for the purpose of stormwater runoff treatment.

Required Performance:

- 1. Provide a professional real estate appraisal of the property to be purchased to the DEPARTMENT.
- 2. Purchase right of way access for stormwater treatment purposes.

[Remainder of this page left intentionally blank]

PART VI. SPECIAL TERMS AND CONDITIONS

A. <u>Adjusted Construction Budget</u>. The construction budget, as reflected in the agreement, will be adjusted once actual construction bids are received.

If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve, if funding is available and through formal amendment to this agreement, funding increases for up to ten percent of the engineer's original estimate.

If the low responsive responsible construction bid(s) come in lower than the engineer's estimate of construction costs, the DEPARTMENT may reduce the grant amount.

- B. <u>Change Orders.</u> If funding is available, the DEPARTMENT may approve, through formal amendment to this agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).
- C. <u>Documents for Review</u>. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- D. <u>Failure to Commence Work</u>. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.
- E. <u>Use of Force Account</u>. In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.

PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of Ecology Grants and Loans" (Yellow Book).
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and

made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby sign this agreement:

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

CITY OF CAMAS

HEATHER R. BARTLETT WATER QUALITY PROGRAM MANAGER DATE

SCOTT HIGGINS MAYOR

DATE

Approved As To Form:
Office of the Attorney General

ATTACHMENT I: General Project Management Requirements for the FY 2014 Stormwater Grant Program Proviso Funding Agreement

A. ARCHEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:

http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm and http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf.

B. FUNDING RECOGNITION

RECIPIENT must inform the public about DEPARTMENT funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

C. INCREASED OVERSIGHT

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

D. INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

E. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

F. PAYMENT REQUEST SUBMITTALS

<u>Payment Request Submittals.</u> The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

<u>Frequency</u>. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

<u>Supporting Documentation</u>. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Reporting Eligible Costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in <u>Administrative Requirements</u> for Recipients of Ecology Grants and Loans at http://www.ecy.wa.gov/biblio/9118.html.

Required Forms:	Where Eligible Costs Have Incurred:		
Form A19-1A (original signature)	Form E (ECY 060-12)		
Form B2 (ECY 060-7)	Form F (ECY 060-13)		
Form C2 (ECY 060-9)	Form H (F-21)		
Form D (ECY 060-11)	Form I (ECY 060-15) .		

G. POST PROJECT ASSESSMENT

RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

H. PROCUREMENT

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

I. PROGRESS REPORTS

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The RECIPIENT must also attach all landowner agreements signed during the respective quarter to each progress report.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

J. REQUIRED DOCUMENT SUBMITTALS

RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report I copy.
- Electronic copy of final project completion report 1 copy.
- Final project completion report 1 copy.
- Educational products developed under this agreement up to 2 copies.
- Documents that require DEPARTMENT Approval 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements 1 copy for the DEPARTMENT's Project/Financial Manager.
- Professional services procurement agreements 1 copy to the DEPARTMENT's Project/Financial Manager.

ATTACHMENT II: General Terms And Conditions Pertaining To Grant And Loan Agreements Of The Department Of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

- 1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.
 - Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
- 2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
- 3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- 4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

- The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.
 - Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.
- 2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
- 3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
- 4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the
grant agreement and no more often than once per month. Each request for payment will be submitted
by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with
documentation of the expenses. Payments shall be made for each task/phase of the project, or portion
thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as
satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

- 2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
- 3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
- 4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
- 5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
- 6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
- 7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

- 1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
- 2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
- 3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
- 4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- 5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
- 6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance

which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see http://www.ecy.wa.gov/sustainability/.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

O. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in

which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

- 1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
- 2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. FUNDING AVAILABILITY

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or to renegotiate the agreement subject to new funding limitations and conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

SS-010 Rev. 04/04 Modified 12/13

Project Lacama	CT NO. P-862		PAY ESTIMATE PAY PERIOD: Original Contract		NINE, FINAL February 22, 2014 - \$1,672,951.00	March 31, 2014		JWC Construction PO Box 821409 Vancouver, WA 9 (360) 693-8925 (360) 693-8926			
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT	CONTRACT	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
110.			QUARTITY	THOL	TOTAL	THETHOU	111211000	11110 2011	Time de ti	19 20.12	
	SCHEDULE "A" - SITE IMPROVEMENTS										
	PERFORMANCE & PAYMENT BOND	LS	1.00	\$20,280.00		1.00	\$20,280.00		\$0.00	1.00	\$20,280.00
	GENERAL CONDITIONS	LS	1.00	\$146,600.00		1.00	\$146,600.00		\$0.00	1.00	\$146,600.00
	SITEWORK	LS	1.00	\$483,542.00		1.00	\$483,542.00 \$87,700.00		\$0.00 \$0.00	1.00	\$483,542.00 \$87,700.00
	CONCRETE MASONRY	LS LS	1.00	\$87,700.00 \$24,557.00		1,00	\$24,557.00		\$0.00	1.00	\$24,557.00
	METALS	LS	1.00	\$17,700.00		1.00	\$17,700.00		\$0.00	1.00	\$17,700.00
	WOODS & PLASTICS	LS	1,00	\$214,009.00		1.00	\$214,009.00		\$0.00	1.00	\$214,009.00
7	THERMAL & MOISTURE PROTECTION	LS	1.00	\$70,955.00		1.00	\$70,955.00		\$0.00	1.00	\$70,955.00
	DOORS & WINDOWS	LS	1.00	\$84,590.00	\$84,590.00	1.00	\$84,590.00	0.00	\$0.00	1.00	\$84,590.00
9	FINISHES	LS	1.00	\$101,555.00	\$101,555.00	1.00	\$101,555.00	0.00	\$0.00	1.00	\$101,555.00
	SPECIALTIES	LS	1.00	\$14,645.00		1.00	\$14,645.00		\$0.00	1.00	\$14,645.00
	EQUIPMENT	LS	1.00	\$32,592.00		1.00	\$32,592.00		\$0.00	1.00	\$32,592.00
	FURNISHINGS	LS	1.00	\$15,225.00		1,00	\$15,225.00		\$0.00	1.00	\$15,225.00
13	SPECIAL CONSTRUCTION	LS	1.00	\$0.00		0.00	\$0.00		\$0.00	0.00	\$0.00
	CONVEYING SYSTEMS MECHANICAL	LS LS	1.00	\$0.00 \$116,800,00		1.00	\$0.00		\$0.00 \$0.00	1.00	\$0.00
	ELECTRICAL	LS	1.00	\$134,627.00		1.00	\$134,627.00		\$0.00	1.00	\$134,627.00
	CONTRACTOR FEE/INSURANCE	LS	1.00	\$107,574.00		1.00	\$107,574.00		\$0.00	1.00	\$107,574.00
			7,00	0.101,101,1100	0.107,07.1100	1.00	0.00,000	0.00		1.00	0 101,01 1.00
	Schedule "A" Subtotal:				\$1,672,951.00		\$1,672,951.00		\$0.00		\$1,672,951.00
	Sales Tax:	Rate:	8.4%		\$140,527,88		\$140,527.88		\$0.00		\$140,527.88
	Schedule "A" Total:				\$1,813,478.88		\$1,813,478.88		\$0.00		\$1,813,478.88
	SCHEDULE "B" - CHANGE ORDERS										
_	Change Order #1			*******							
	Items A, B, C and E Item D	LS	1.00	\$10,229.03		1.00	\$10,229.03		\$0.00	1.00	\$10,229.03
	Change Order #2	LS	1.00	\$3,730.41	\$3,730.41	0.00	\$0.00	1.00	\$3,730.41	1.00	\$3,730.41
-	Items A. B. C and E	LS	1.00	\$13,196.36	\$13,196,36	1.00	\$13,196.36	0.00	\$0.00	1.00	\$13,196.36
	Item D	LS	1.00	\$984.70		1.00	\$984.70		\$0.00	1.00	\$984.70
	Change Order #3	LS	1.00	\$38,893.53		1.00	\$38,893.53		\$0.00	1.00	\$38.893.53
	Change Order #4, Items A, B, and C	LS	1.00	\$26,510.77		0.00	\$0.00		\$26,510,77	1.00	\$26,510,77
	Schedule "B" Subtotal:				\$93,544.80		\$63,303.62		\$30,241,18		\$93,544.80
	Sales Tax:	Rate:	8.4%		\$7,857.76		\$5,317.50		\$2,540.26		\$7,857.76
	Schedule "B" Total;				\$101,402.56		\$68,621.12		\$32,781,44		\$101,402.56
					ORIGINAL CONTRACT TOTAL		TOTAL PREVIOUS		TOTAL THIS EST.		TOTAL TO DATE
		SUBTOTA CHANGE ORDER SUBTOT SALES TAX TOTAL CON' LESS 5% RET	S TO DATE AL (8.4%) TRACT AINAGE		\$ 1,672,951.00 \$ 93,544.80 \$ 1,766,495.80 \$148,385.65 \$ 1,914,881.45		\$ 1,672,951.00 \$63,303.62 \$ 1,736,254.62 \$145,845.39 \$ 1,882,100.01 \$ (86,812,73)	\$ \$30,241.18 \$ 30,241.18 \$2,540.26 \$ 32,781.44 \$ (1,512.06) \$ 31,269.38		\$ 1,672,951,00 \$ 93,544,80 \$ 1,766,495,80 \$ 148,385,65 \$ 1,914,881,45 \$ (88,324,75
P-862 A	CCT. NUMBER: 350-00-594-760-62	TOTAL LESS	RETAIN. AY EST. LESS RETA	AINAGE	s 31,269.38		\$ 1,795,287.28	L	\$ 31,269.38	1	\$ 1,826,556.66
		1-14	Contractor	Lu	5	3-31- Date	14	Project Manage	ng Ha	G03-4/	1/2014 Date

RPM SERVICES - LEASE AGREEMENT COMMERCIAL PREMISES

5620 NE Gher Rd. Suite H Vancouver, WA 98662 (360) 693-6260

This Lease Agreement (this "Lease") is made effective as of <u>April 10, 2014</u>, by and between <u>RPM Services</u> ("Landlord"), and <u>City of Camas</u> ("Tenant"). The parties agree as follows:

PREMISES: Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant a commercial space approximately 1400 square feet.

Located at: 605 NE 3rd Ave, Camas, WA 98607

TERM: This lease shall be for a period of <u>5 Years</u>, <u>beginning 4/10/2014 thru 4/30/2019</u> renewable thereafter with the same terms and conditions as stated in this agreement. This lease agreement has an option to buy at any time during the tenancy. RPM Services will be the seller's agent for the sale of the property. Tenant will receive May 2014 and June 2014 rent free on a 5 year lease agreement. Total rent credit will be (\$2,950.00.)

LEASE PAYMENTS: Tenant shall pay to Landlord a total annual lease payment in installments of \$\frac{1475.00}{2}\$ per month on the \$\frac{1st}{2}\$ day of each month. Such payments shall be made to the Landlord at: \$\frac{5620}{2}\$ NE Gher Rd. Suite H Vancouver, WA 98662. These lease payments will be increased as shown below per year at the annual date.

Prorated Rent: April 10-30 is \$1475/30 days = \$49.00 X 20 days =\$980.00

4/10/2014 to 4/30/2015 lease rate: \$1475 5/01/2015 to 4/30/2016 lease rate: \$1525 5/01/2016 to 4/30/2017 lease rate: \$1580 5/01/2017 to 4/30/2018 lease rate: \$1650 5/01/2018 to 4/30/2019 lease rate: \$1710

If Tenant is in possession of the premises for a portion of a month, the monthly lease shall be prorated for the number of days of Tenant's possession during that month. If the total monthly lease is not received by the <u>5th</u> day of the month, a late fee of <u>\$100.00</u> will be added to the lease owing. If a check is returned for any reason there will be an additional charge of <u>\$50.00</u> added to the lease owing.

Tenant has paid a processing fee (non-refundable) and a security/damage/cleaning (deposit) in the sum of \$\frac{\\$1675.00}{\$}\$ receipt of which is hereby acknowledged. The sum of \$\frac{\\$200.00}{\$}\$ is nonrefundable and the security/damage and cleaning of \$\frac{\\$1475.00}{\$}\$ is being held in trust at Sterling Bank. Within fourteen (14) days after the end of the tenancy, the Landlord shall return the deposit to the Tenant less any amount deemed necessary by the Landlord for cleaning of the premises and any necessary repairs to be made to the premises due to any damage caused by the Tenant during the term of tenancy beyond reasonable wear and tear.

Initial: Init	ial:
---------------	------

POSSESSION: Tenant shall be entitled to possession of the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this lease, unless otherwise agreed by both parties in writing.

UTILITIES: Tenant shall be responsible for telephone and telephone lines, as well as air conditioner. Sewer, water, electricity and garbage shall also be the responsibility of the tenant.

INTERIOR: Any and all alterations to building will be at the expense of the tenant.

PROPERTY INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

DEFAULTS: Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 20 days (or any other obligation within 20 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAWS: This Lease shall be construed in accordance with the laws of the state of Washington.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:	RPM Services, 5620 NE Gher Rd. Suite H, Vancouver, WA 98662
TENANT:	City of Camas
	605 NE 3 rd Ave Camas. WA 98607

Such addresses may be changed from time to time by either party by providing notice as set forth above

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate on the day and year first herein written.

RPM SERVICES	CITY OF CAMAS
By:Nicole R Smith Its:	By: Peter Capell
Its:	Its: City Administrator
STATE OF WASHINGTON)	
) ss. COUNTY OF CLARK)	
in and for the State of Washington, duly concept. CAPELL, to me known to be the City Admitted and foregoing instrument, and acknowithin and foregoing instrument.	, 2014, before me the undersigned, a Notary Public ommissioned and sworn, personally appeared PETER ministrator of the City of Camas that executed the lowledged said instrument to be the free and voluntary a uses and purposes therein mentioned, and on oath id instrument.
IN WITNESS WHEREOF, I have lady and year first above written.	hereunto set my hand and affixed my official seal the
	NOTARY PUBLIC in and for the State of
	Washington, Residing at My appointment expires:

STATE OF WASHINGTON	
COUNTY OF CLARK) ss.)
known to be the	, 2014, personally appeared NICOLE R. SMITH, to me of RPM Services, a Washington foregoing instrument, and acknowledged said instrument to be the ed, of said RPM Services, for the uses and purposes therein d that he/she was authorized to execute said instrument.
IN WITNESS WHEF day and year first above writ	REOF, I have hereunto set my hand and affixed my official seal the ten.
	Notary Public in and for the State of Washington, Residing My appointment expires:

March 31, 2014

James Hodges City Of Camas 616 NE 4th Ave; PO Box 1055 Camas, WA 98607-1055

RE: Project Completion Amendment and Final Voucher for

Public Works Trust Fund Loan Number PC08-951-007

Project Name: WWTF Improvements - Phase II

Dear Mr. Hodges:

Enclosed are two originals of the Project Completion Amendment including Attachment I: Certified Project Completion Report for PWTF Loan PC08-951-007.

If you requested a final draw or your loan has been overdrawn, please follow the attached Final Voucher/Refund Invoice Instructions. For a last draw, a pre-filled A19 voucher form is included for your convenience. Alternatively, if there is a refund due, an Invoice for that amount is attached to this letter. Please send your refund check to the Department of Commerce.

Please have both originals of the amendment (including the Certified Report) and one A19 voucher signed and dated by the appropriate authorities, and return them to the Contracts Administration Unit within 30 days of the date of this letter. If this is a preconstruction loan, please make sure you attach a copy of the formal action accepting the project as being complete.

After the amendments are signed by the Board or its designee, an original executed amendment will be returned to you for your files.

If you have any questions or need additional information, please do not hesitate to call me at (360) 725-3015 or email me at Carrie.calleja@commerce.wa.gov.

Sincerely,

Carrie Calleja Contracts Administration Unit Project Manager

Enclosures

AMENDMENT FACE SHEET

Loan Number: PC08-951-007 PROJECT COMPLETION AMENDMENT

Washington State Department of Commerce

PUBLIC WORKS BOARD PUBLIC WORKS TRUST FUND – CONSTRUCTION AND PRECONSTRUCTION LOANS

1. Contractor	2. Contractor Doing Business As (optional)				
City of Camas 616 NE 4th Ave; PO Box 1055 Camas, WA 98607-1055					
3. Contractor Representative (only if updated) N/A	4. Public Works Board Representative (only if updated) N/A				
5. Original Contract Amount 6. DeObligation	7. Final Contract Amount				
\$10,000,000.00	\$10,000,000.00				
8. Amendment Funding Source 9. Amendm	ent Start Date 10. Amendment End Date				
Federal: ☐ State: ☑ Other: ☐ N/A: ☐ Amendme	ent Execution Date July 1, 2028				
11. Federal Funds (as applicable): Federal Ag N/A N/A	ency: CFDA Number: N/A				
12. Amendment Purpose: The purpose of this amendment is to certify the project con PC08-951-007.	npletion for the Public Works Trust Fund Loan Number				
The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions, including Attachment I: Certified Project Completion Report. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.					
FOR THE BORROWER/CONTRACTOR	FOR PUBLIC WORKS BOARD				
Signature	Stan Finkelstein, Public Works Board Chair				
Print Name - Camas Mayor Scott Higgins	Date				
Title - Mayor	APPROVED AS TO FORM ONLY				
Date	This 22 nd Day of December, 2008 Rob McKenna Attorney General				
	Attorney General				
	Signature on Fíle				
	Kathryn Wyatt				
	Assistant Attorney General				

AMENDMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PUBLIC WORKS TRUST FUND – CONSTRUCTION AND PRECONSTRUCTION LOANS

The purpose of this amendment is to acknowledge the project has been certified complete and the final loan amount, interest rate, and local share on Public Works Trust Fund Loan Agreement/Contract Number PC08-951-007 have been adjusted, if necessary, as reflected below.

The Public Works Board, (or its successor) a department of the state of Washington (hereinafter referred to as the "Board") and City of Camas (hereinafter referred to as the "Borrower/Contractor") agree to amend Public Works Trust Fund Loan Agreement/Contract Number PC08-951-007 as described below.

The amount of the loan shall be \$10,000,000.00. The interest rate shall be 0.50% per annum on the outstanding balance. The Borrower/Contractor pledges to use an amount of local funds as local project share of not less than 15.0% of the total eligible portion of the project cost not funded by federal or state grants as identified in the Loan Agreement/Contract's Scope of Work.

The attachment to this amendment, Attachment I: Certified Project Completion Report, includes the following sections: Chief Executive Officer and Project Engineer or Consultant Certifications; Estimated and Actual Project Costs by Cost Category; Estimated and Actual Project Funding; Final Loan Draw and Local Match Worksheet; and Performance Measures Report (for construction loans only).

ATTACHMENT I: CERTIFIED PROJECT COMPLETION REPORT

PUBLIC WORKS BOARD PUBLIC WORKS TRUST FUND – CONSTRUCTION AND PRECONSTRUCTION LOANS

Loan Number: PC08-951-007
Project Name: Wwtf Improvements Phase II
Original or Extended Project Completion Date: 4/1/2014

Contractor: City of Camas
Address: 616 NE 4th Avenue
Camas, WA 98607

Chief Executive Officer Certification

City of Camas

PC08-951-007

The Chief Executive Officer of the Borrower/Contractor certifies that:

- To the best of his/her knowledge, the financial information and data provided in this report is true and correct as of the signature date indicated below, and no project costs listed in this report incurred more than twelve (12) months before agreement/contract execution or after the date of the project completion;
- Records supporting the information provided in this report are on file and will be made available by the Borrower/Contractor upon request; and
- Attached is a copy of the formal action accepting the project as being complete (FOR PRECONSTRUCTION LOANS ONLY).

Signature of Chief Executive Officer	Title
Print Name	Date of Signature
Project Engineer or Consultant Co	ertification
The Project Engineer or Consultant of the Borrower/	
 To the best of his/her knowledge, the data provindicated below; 	vided in this report is true and correct as of the signature date
The project was completed in accordance with	the Loan Agreement/Contract's Scope of Work; and
The project was completed on	-
(Actual Date	of Project Completion)
Jan !! Carathan	Engineering Manager Kity Engineer
Signature of Project Engineer or Consultant	
James E. Carothers, P.E.	4/1/2014 Date of Signature
Print Name	Date of Signature

Page 3

3/31/2014

Project Completion Amendment

Public Works Trust Fund

Section 1: Estimated and Actual Project Costs by Cost Category

COST CATEGORY	ESTIMATED COSTS	ACTUAL COSTS
Engineering Report (Preliminary Engineering)	\$0.00	\$0.00
Environmental Review	\$27,000.00	\$27,000.00
Historical Review/Cultural Review	\$0.00	\$13,000.00
Land/ROW Acquisition	\$0.00	\$0.00
Permits	\$10,000.00	\$10,000.00
Public Involvement/Information	\$5,000.00	\$5,000.00
Bid Documents (Design Engineering)	\$1,400,000.00	\$1,400,000.00
Construction	\$13,000,000.00	\$14,569,000.00
Other Fees: (Sales or Use Taxes)	\$0.00	\$1,336,000.00
Contingency: 25.00%	\$2,890,000.00	
Other:	\$0.00	\$0.00
Other: Construction Management & Inspection	\$0.00	\$1,172,000.00
Other:	\$0.00	\$0.00
Other:	\$0.00	\$0.00
TOTAL PROJECT COST	\$17,332,000.00	\$18,532,000.00

Section 2: Estimated and Actual Project Funding

TYPE OF			
FUNDING	SOURCE	ESTIMATED FUNDING	ACTUAL FUNDING
	Non-Matching Funds		
Grant #1		\$0.00	\$0.00
Grant #2		\$0.00	\$0.00
Grant #3		\$0.00	\$0.00
New Grant			\$0.00
	d Other Non-Matching Funds	\$0.00	\$0.00
Loans			
This Loan Request	Public Works Board	\$10,000,000.00	\$10,000,000.00
Other Loan #1	DOE-SRF Loan (Partially Forgiven)	\$6,843,300.00	\$6,843,300.00
Other Loan #2	Pre-Const. PWTF Loan	\$0.00	\$1,000,000.00
Other Loan #3		\$0.00	\$0.00
New Loan			\$0.00
New Loan			\$0.00
	Total Loans	\$16,843,300.00	\$17,843,300.00
Local Revenue			
Local Revenue #1	Sewer Utility/Development Fund	\$750,000.00	\$688,700.00
Local Revenue #2		\$0.00	\$0.00
Local Revenue #3		<u> </u>	\$0.00
New Local Revenue			\$0.00
	Total Local Revenue	\$750,000.00	\$688,700.00
Other Funds			
Other Funds	· ·	14.1419 No. 18 18 18 19.100	\$0.00
Interest Earned on Investment of PWTF Loan Funds			\$0.00
	Total Other Funds	\$0.00	\$0.00
TOTAL PROJEC	TFUNDING	\$17,593,300.00	\$18,532,000.00

Section 3: Final Loan Draw and Local Match Worksheet

		Line
PWTF Total Loan Amount at Loan Contract Execution	\$10,000,000.00	1
Costs Incurred after Loan Contract Execution	\$18,532,000.00	2
Costs Incurred up to 12 Months before Loan Contract Execution	\$0.00	3
Total Actual Eligible Project Costs	\$18,532,000.00	4
Total Actual State and Federal Grants	\$0.00	5
Reimbursable Eligible Project Costs	\$18,532,000.00	6
Percentage of Project Reimbursed by PWTF Loan at Loan Contract Execution	85.00%	7
PWTF Share of Reimbursable Eligible Project Costs	\$15,752,200.00	8
Interest Earned on Investment of PWTF Loan Funds (should match the amount under the Actual Funding Column in Section 2)	\$0.00	9
Maximum Eligible Cost for Reimbursement by PWTF Loan	\$15,752,200.00	10
Lesser of Total Loan Amount or Maximum Eligible Cost	\$10,000,000.00	11
Lesser of Maximum Eligible Cost or Costs Incurred after Loan Execution	\$10,000,000.00	12
Total Amount of Loan Desired if Less than Eligible Cost (should match "This Loan Request" amount under the Actual Funding Column in Section 2)	\$10,000,000.00	13
PWTF Loan Total Amount Drawn to Date	\$9,500,000.00	14
Final Draw: Maximum Eligible Cost (or Total Amount of Loan Desired) less the PWTF Loan Total Amount Drawn to Date (If negative amount, a refund is required.)	\$500,000.00	15
Actual Local Share: Reimbursable Eligible Project Costs less the Sum of Interest Earned on Investment of PWTF Loan Funds and Amount of Loan	\$8,532,000.00	16
Local Share Percentage at Project Completion	46.04%	17

0.50%	0.50%
Final Draw (or refund due from Borrower/Confractor if S amount on Line 15 is negative)	De-Obligation
\$500,000.00	\$0.00

Section 4: Performance Measures Report-CONSTRUCTION LOANS ONLY

Performance Measure	System	Current Measure		Amount of Change	Anticipated/ Completion Date*
Reduction in level of	Sanitary Sewer	44	11	33	1/1/2014
Ammoinia	9		: -		
N/A	Sanitary Sewer				
N/A	Sanitary Sewer				

^{*} If the performance measure is not yet completed, this date represents the anticipated date on which the Borrower/Contractor will submit a Performance Measure Report/Update to the Public Works Board.

FINAL VOUCHER/REFUND INVOICE INSTRUCTIONS

DE-OBLIGATION: Borrowers/Contractors have the option to de-obligate (not take) the final loan draw. In this case, the de-obligation amount will be deducted from the final loan amount.

FINAL DRAW: If the Final Loan Draw (Line 15 in Section 3) is a positive amount, a final voucher will need to be signed and dated by the person authorized to sign vouchers on behalf of the Borrower/Contractor. Signing the voucher certifies that the funds disbursed will be used for eligible activities associated with the Loan Agreement/Contract's Scope of Work. Please use the attached pre-filled A19 Voucher form. Mail the final voucher together with the signed amendment and attachments to the Contracts Administration Unit. The final voucher needs to be received and processed by the Contracts Administration Unit prior to the execution of the Project Completion Amendment and changing your project's status to "Project Complete." A Washington State Warrant (check) or a direct deposit payment in the amount of the Final Loan Draw will be sent to the Borrower/Contractor within 14 days of voucher approval.

REFUND DUE: If the Final Loan Draw (Line 15 in Section 3) is a negative amount, the loan has been overdrawn and the Borrower/Contractor must refund to the Public Works Board the amount overdrawn. A refund invoice for the due amount is attached. Please follow the instructions in the Invoice and send your refund check to the <u>Department of Commerce</u>.

FORM	STATE OF WASHINGTON	readelies and the A	GENCY USE ONLY
A19-1A		AGENCY NO.	CONTRACT NO. OR GA AUTH.
	INVOICE VOUCHER	103	PC08-951-007

AGENCY NAME

CONTRACTS ADMINISTRATION UNIT PO BOX 42525 OLYMPIA WA 98504-2525

VENDOR OR CLAIMANT (warrant is to be payable to)

City of Camas 616 NE 4th Avenue Camas, WA 98607

AGENCY NO.	CONTRACT NO. OR GA AUTH, NO.
103	PC08-951-007

INSTRUCTIONS TO VENDOR OR CLAIMANT:

In the absence of a detailed invoice, submit this form to claim payment for materials, merchandise, or services. Show complete detail for each item.

Vendor's Certificate:

I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished rendered to the State of Washington, and that all goods furnished and/or services have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.

(Sign in ink)		
(Title)	(Date)	

	(Title)	(Date)
FEDERAL I.D. NO. OR SOCIAL SECURITY NO.	RECEIVED BY	DATE RECEIVED

Bv:

DATE DESCRIPTION	QUANTITY UNIT PRICE	AMOUNT
Final Voucher for Loan Number PC08-951-007		
Loan Amount		10,000,000.00
Previous Draws		\$9,500000.00
Balance		500,000.00
Total Final Voucher		500,000.00

PREPA	RED BY	(Fis	cal)				DATE		SERVIC	E AREA APPI	ROVAL	DATE	
DOC E	ATE			CURREN	IT DOC NO		REF DO	O NO	1	VENDOR NU	JMBER	VENDOR MESSA	\GE
SUF	TRANS CODE		FUND 058	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER
APRO\	/ED FOR	PAY	YMENT	BY FISC	AL.			DATE			WARRANT TOTAL		



AMENDMENT NO. 1 TO GRANT AGREEMENT NO. G1200519 BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND CITY OF CAMAS

PURPOSE: To amend the above-referenced grant agreement between the Department of Ecology [DEPARTMENT] and the City of Camas [RECIPIENT] for the Vactor Waste Facility Retrofit project. This amendment is needed to add new language to the General Terms and Conditions as well as to establish a new expiration date to support completion of the project scope of work which was delayed due to problems with permitting.

IT IS MUTUALLY AGREED that the grant agreement is amended as follows:

- The grant expiration date is changed from December 31, 2013, to September 30, 2014.
- The following language will be added to Attachment II General Terms and Conditions: W. FUNDING AVAILABILITY

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

FURTHER, this amendment shall be effective on March 1, 2012, the effective date of the grant agreement.

Except as expressly provided by this amendment, all other terms and conditions of the original grant agreement and all amendments remain in full force and effect.

City of Camas Amendment 1 – Vactor Waste Facility Page 2

IN WITNESS WHEREOF: the parties have signed this amendment.

DATE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

CITY OF CAMAS

HEATHER R. BARTLETT WATER QUALITY PROGRAM MANAGER SCOTT HIGGINS

DATE

MAYOR

APPROVED AS TO FORM ONLY ASSISTANT ATTORNEY GENERAL (Revised 05/27/08)



PROCLAMATION NATIONAL LIBRARY WEEK 2014

WHEREAS, libraries help lives change in their communities, campuses and schools;

WHEREAS; librarians work to meet the changing needs of their communities, including providing resources for everyone and bringing services outside of library walls;

WHEREAS, libraries and librarians bring together community members to enrich and shape the community and address local issues:

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books and e-magazines;

WHEREAS, libraries offer programs to meet community needs, providing residents with 24/7 homework help, tax forms, free access to computers, book discussion groups for all ages, and a variety of early childhood learning venues;

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that I Steve Hogan, Mayor Pro-tem, proclaim National Library Week, April 13-19, 2014. I encourage all residents to visit the library this week to take advantage of the wonderful library resources available @ your library. Lives change @ your library.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 7th day of April, 2014.

Steve Hogan, Mayor Pro-tem

ORDINANCE NO. A (OT)

AN ORDINANCE adopting a new Chapter 2.38 of the Camas Municipal Code, establishing a Salary Commission for the City of Camas.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

A new Chapter 2.38 of the Camas Municipal Code, establishing a Salary Commission for the City of Camas shall be adopted as follows:

SALARY COMMISSION

CMC 2.38.010: Membership, appointment, compensation, term.

- A. A Salary Commission has been created for the city of Camas. The Commission shall consist of five members who are residents and registered voters of the city, to be appointed by the Mayor with approval of the City Council. For purposes of this section, "residents" shall mean a resident of the City of Camas for a minimum of a period of two (2) years prior to their appointment.
- B. A member of the Commission shall serve for a four-year term without compensation. The initial membership shall be appointed for staggered terms with one member serving a two-year term, two members serving three-year terms and two members serving four-year terms.
- C. No member of the Commission shall be appointed for more than two terms.
- D. A member of the Commission shall not be an officer, official, or employee of the city or an immediate family member of an officer, official, or employee of the city. For purposes of this section, "immediate family member" means the parent, spouse, sibling, children, or dependent relative of an officer, official, or employee of the city, whether or not living in the household of the officer, official, or employee.

CMC 2.38.020: Definitions.

- A. "Salary" or "salaries" as used in this chapter, means total compensation provided to the Mayor and City Councilmembers, specifically including any fixed compensation paid periodically for work or services and the cost of any medical or other benefits provided.
- B. This definition expressly excludes any expenses paid or reimbursed on behalf of any elected official in compliance with City Council policy and procedure for travel and business expense reimbursements.

ORDINANCE NO. 2697

CMC 2.38.030: Vacancies.

In the event of a vacancy in the office of a Commissioner, the Mayor shall appoint, subject to approval of the City Council, a person to serve the unexpired portion of the term of the expired position.

CMC 2.38.040: Removal.

Commission members may only be removed during their terms of office for cause of incapacity, incompetency, neglect of duty, malfeasance in office or for a disqualifying change in residence or voter status.

CMC 2.38.050: Duties.

- A. The Commission shall have the duty to review the relationship of salaries to the duties of the Mayor and City Councilmembers. If after such review the Commission determines that the salary paid to any elected city official should be increased or decreased, the Commission shall file a written salary schedule with the City Clerk indicating the increase or decrease in salary.
- B. Any increase or decrease in salary established by the Commission shall become effective and incorporated in the city budget without further action of the City Council or the Commission.
- C. A new schedule shall be timed to be effective simultaneously and equally to all City Councilmembers. The Commission shall file its initial schedule for elected city officials no later than November 1, 2014. The Commission shall file subsequent schedules on a yearly basis following the effective date of the ordinance codified in this subsection. Each schedule shall be prepared in a form approved by the City Attorney. The signature of the Commission chair shall be affixed to each schedule submitted to the City Clerk. The Commission chair shall certify in writing that the schedule has been adopted in compliance with: (a) the rules and procedures, if any, of the Commission; (b) the provisions of this chapter; and (c) other applicable laws including the State Constitution.
- D. The decision to raise or lower salaries shall be by the decision of the majority of the Commission.
- E. Salary increases established by the Commission shall be effective as to all elected city officials regardless of their terms of office and shall take effect January 1st of the following year.
- F. Salary decreases established by the Commission shall become effective as to an incumbent elected city official at the commencement of their next subsequent term of office.

ORDINANCE NO. 2697

CMC 2.38.060: Meetings, operations and expenses.

The meetings and operations of the Commission shall be conducted as follows:

A. All meetings, actions, hearings and business of the salary Commission shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW, and the Public Records Act. Prior to the filing of any salary schedule: (a) The Commission shall first develop a proposed schedule; then (b) publish notices in the same manner as the City Council agendas; and (c) hold at least one public hearing and take testimony thereon, within one month immediately preceding the filing of the

salary schedule.

B. Operations. Except as provided hereinafter, the salary Commission shall be solely responsible for its own organization, operations and action, and shall receive the fullest cooperation of all elected and appointed city officials and employees, departments and agencies of the city of Camas. Staff support shall be provided as determined in the city budget and by the Mayor. The members of the Commission shall select a chair from among their membership.

CMC 2.38.070: Referendum.

A. Salary increases and decreases shall be subject to referendum petition by the people of the City of Camas in the same manner as provided in the Camas Municipal Code upon filing of such petition with the City Clerk within 30 days after filing of the salary schedule. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by the vote of the people.

B. Referendum measures under this section shall be submitted to the voters of the City of Camas at the next following general or municipal election occurring 30 days of more after the petition is filed, and should be otherwise governed by the provisions of the state Constitution, the Camas Municipal Code, or laws generally applicable to referendum measures.

Section II

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

PASSED BY the Council and APPR	OVED by the Mayor this	day of
, 2014.		
	SIGNED:	
		Mayor

	OLONIDO.
	SIGNED:
	Clerk
APPROVED as to form:	

ORDINANCE NO. 2698

AN ORDINANCE related to land use and zoning, adopting a moratorium on the establishment, location, operation, maintenance or continuation of marijuana retail sales facilities, processing facilities, manufacturing facilities, and growing facilities asserted to be authorized or actually authorized under Washington Initiative Measure No. 502, or proposed Washington Administrative Code Chapter 314-55, or any other laws of the state of Washington; and providing for an immediate effective date

WHEREAS, Washington Initiative Measure No. 502, herein after "I-502," approved by the voters of Washington State on November 6, 2012, provides for private recreational marijuana use by persons over 21 years of age, subject to state licensing and regulation of marijuana production, processing and retail sales facilities and requires the Washington State Liquor Control Board, herein after "LCB," to adopt procedures and criteria by December 1, 2013 for issuing licenses to produce, process and sell marijuana provided they are located at least 1000 feet from the nearest schools, playgrounds, day care facilities, arcades, public parks, public libraries, recreational centers, and transit centers; and

WHEREAS, pursuant to 1-502, on September 4, 2013, the LCB issued revised proposed administrative rules under WAC 314-55, and established the maximum number of retail licenses that may be issued for Washington cities and counties, including a maximum total of 1 retail licenses within the City of Camas; and

WHEREAS, further pursuant to 1-502, WAC 314-55 is scheduled to be finalized October 16, 2013 and become effective on November 16, 2013 with applications for marijuana production, processing and retail facilities accepted by the LCB beginning November 18, 2013; and

WHEREAS, the City previously adopted a moratorium to consider the issue on November 4, 2013, but requires additional time to consider the various issues associated with application of the new laws associated with recreational marijuana use and land use; and

WHEREAS, marijuana uses and activities authorized under 1-502 remain expressly prohibited by federal law, although under a guidance memo issued to U.S. Attorneys on August 29, 2013, the U.S. Department of Justice indicated they will not challenge the legality of 1-502 if the state law and regulations promulgated there under meet certain specified federal concerns; and

WHEREAS, previously in a letter dated January 17, 2012, the U.S. Department of Justice, Drug Enforcement Agency, provided that anyone who knowingly carries out the medical marijuana activities contemplated in Washington, as well as anyone who facilitates such activities could be subject to criminal prosecution; and

WHEREAS, proposed guidance for implementing 1-502 under WAC 314-55-020(11) states: "The issuance or approval of a license shall not be construed as a license for, or an approval of, any violations of local rules or ordinances, including, but not limited to: Building and fire codes, zoning ordinances, and business licensing requirements;" and

WHEREAS, the Camas City Council acknowledges the will of Washington Voters in passing 1-502, recognizes that and that the majority of Camas Voters voted against the passage of 1-502, and also recognizes that marijuana production, processing and retail sales still remain illegal under federal law; and

WHEREAS, additional time is needed to review and determine the local implications of state rules, to assess impacts and potential liabilities under federal law, and to determine an appropriate regulatory framework under these laws; and

WHEREAS, since the initial moratorium was passed by City Council, the Washington State Attorney General's Office has provided a non-binding opinion that local governments are not preempted by state law from banning the location of a Washington State Liquor Control Board licensed marijuana producer, processor, or retailer within their jurisdiction, and that local governments may establish land use regulations (in excess of the Initiative 502 buffer and other Liquor Control Board requirements) or business license requirements in a fashion that makes it impracticable for a licensed marijuana business to locate within their jurisdiction; and

WHEREAS, the City must ensure that any proposed locations for these operations are appropriate and that potential secondary impacts are minimized and mitigated; and

WHEREAS, the City desires to further research the associated costs of implementation of such laws; and

WHEREAS, the City desires additional public comment on the topic, and intends to permit for additional community outreach, work sessions, and public hearings, relating to the development of regulations for marijuana production, processing, manufacture, and retail sales facilities; and

WHEREAS, the City Council deems it to be in the public interest to establish a zoning moratorium on marijuana retail facilities, marijuana growing facilities, marijuana manufacturing facilities, and marijuana processing facilities; and

WHEREAS, the City Council has considered and approves the attached work plan; and

WHEREAS, while the City Council determines that a moratorium is necessary for reasons stated herein, the Council understands the desires of those wishing to move forward with implementing 1-502. Nevertheless, given the complex and evolving legal and regulatory framework surrounding the production and retail sale of marijuana, these measures are necessary until the Council can adequately and appropriately address the issues described herein; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

WHEREAS, the City Council finds that the regulatory requirements established by this ordinance are necessary for the immediate preservation of the public peace, health and safety and for the immediate support of city government and its existing public institutions,

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF CAMAS:

<u>Section 1.</u> The City Council adopts the foregoing recital clauses herein as findings in support of the adoption of the moratorium provided by this ordinance.

Section 2. Pursuant to the provisions of RCW 36.70A.390 and RCW 35.63.200, a zoning moratorium is hereby enacted prohibiting until October 21, 2014 within the City of Camas, the application for and the licensing, establishment, location, operation, maintenance or continuation of any marijuana retail sales use, growing use, manufacturing use, or processing use, facility use associated with Marijuana pursuant to Washington Initiative Measure No. 502, WAC 314-55 or other state law.

Section 3. Work Plan. The following work plan includes target dates, but it is the intent for staff to have some flexibility in scheduling to accommodate for quorums, workloads, and notice requirement. The City Council moratorium hearing will occur April 7, 2014; a public hearing to hear from citizens on the record regarding allowing the retail sale, growing, harvesting, and processing of marijuana will occur on May 5, 2014; staff will prepare of list of options based upon the testimony by May 19, 2014; City Council will provide direction to staff on the options by June 2, 2014; the Planning Commission will hold a workshop on the options on June 17, 2014; staff will draft a report and amendments available by July 8, 2014; the Planning Commission will conduct a hearing on July 15, 2014; City Council will set the hearing date on August 4, 2014; the City Council hearing will occur on September 15, 2014; Ordinance Adoption will occur October 6, 2014; and the Moratorium will end October 31, 2014.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this
ordinance or the application thereof to any person or circumstance shall be adjudged by any
court of competent jurisdiction to be invalid, such order or judgment shall be confined in its
operation to the controversy in which it was rendered and shall not effect or invalidate the
remainder or any parts thereof to any person or circumstances and to this end, the provisions of
each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.
PASSED BY the Council and APPROVED by the Mayor this day of April, 2014.
SIGNED:
Mayor
ATTEST:
ATTEST: Clerk
APPROVED as to form:
City Attorney

RESOLUTION NO. 1292

A RESOLUTION OF THE CITY OF CAMAS, WASHINGTON, establishing a school speed zone on Northwest Dahlia Drive for Grass Valley Elementary School.

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

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There is hereby established a school speed zone on Northwest Dahlia Drive from 300 feet south of Northwest 44th Avenue to 300 feet north of Northwest 44th Avenue for the purpose of identifying a school crosswalk for Grass Valley Elementary School. 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
, 2014.					
	SIGNED:				
	SIGNED.		Mayor		
	ATTEST: _		Clerk		/
APPROVED as to form:			CIOIK		
City Attorney	•••••				

SCHOOL ZONE TRAFFIC ASSESSMENT

FOR

GRASS VALLEY ELEMENTARY SCHOOL

NW DAHLIA DRIVE

CAMAS SCHOOL DISTRICT

Prepared By

CHARBONNEAU Engineering LLC



January 2014

Project 13-25



MEMORANDUM

Date:

January 31, 2014

To:

Helen Charneski

Project Manager, Capital Programs

Camas School District 841 NE 22nd Avenue Camas WA 98607

From:

Frank Charbonneau, PE, PTOE

Subject:

NW Dahlia Drive School Zone Traffic Assessment (update #1)

FL1410

Phone: (503) 293-1118

Grass Valley Elementary School

Camas School District

This report has been updated upon several review comments received from City staff on the original report dated December 11, 2013.

At the request of the Camas School District a traffic engineering investigation was conducted to assess the need for establishing a school speed zone on NW Dahlia Drive near 44th Avenue in the City of Camas. In the past the District and local neighborhood association (Lake Pointe Neighborhood) have expressed concerns related to the traffic flow and safety conditions for school children crossing Dahlia Drive at 44th Avenue east of Grass Valley Elementary School. It should be noted that this intersection is officially identified on the District's Walk Routes map (see appendix) as a crossing location for children that walk to and from the school.

Three years ago the City prepared a warrant analysis for installing a marked crosswalk at the subject intersection. The evaluation process determined that a marked crossing was not justified. However, since the initial evaluation was conducted in 2010 additional housing development has occurred in the area resulting in higher traffic volumes and increased safety concerns at the pedestrian crossing on Dahlia Drive.

There are several applicable references that describe the standards and criteria for establishing traffic control in school areas. These include publications such as the <u>Manual on Uniform Traffic Control Devices</u>, <u>WSDOT Traffic Manual</u>, Washington State RCW's, and the local agency standards and guidelines.

According to the WSDOT Traffic Manual reduced speed limits in school zones are established in compliance with RCW 46.61.440(1) which establishes a 20MPH speed zone at a marked school crosswalk when the crossing is posted with standard school speed limit signing. Additionally, RCW 46.61.440(2) states that a county or incorporated city may create a school zone. The speed zone may only include areas consistent with active school use. In this case Dahlia Drive is designated on the District's safe routes to school plan and the crossing is frequently utilized by students attending Grass Valley Elementary School during the before/after school periods. The location is obviously in an active school use area. Justification for the crossing is further supported based on the findings contained in the engineering study. However, it is recognized that the final authorization to install the proposed traffic control falls under City jurisdiction.

One other possibility if the crossing is installed without a school speed 20MPH zone would be to place school warning signs (advance symbol & crosswalk signs) on Dahlia Drive.

To help determine which traffic control measures should be recommended the engineering investigation performed the following tasks.

- Conducted peak hour weekday traffic and pedestrian counts at the intersection of Dahlia Drive and 44th Avenue. The counts were recorded during the hours between 7:30AM-9:30AM and 2:30PM-4:30PM. These hours covered the school opening/closing times (9:00AM & 3:30PM respectively).
- Measured the peak hour traffic on all intersection approaches to verify the highest volume approach occurring at the intersection.
- Measured the 24-hour (ADT) traffic volume on Dahlia Drive.
- Conducted a travel speed survey on Dahlia Drive to determine the 85th percentile speed in both directions. The speeds were recorded at a point approximately 100 feet south of the 44th Avenue intersection.
- Performed a traffic gap survey on Dahlia Drive to establish the frequency of sufficient gaps that are available for pedestrians to cross the street.
- Reviewed the existing traffic control conditions and sight distance on Dahlia Drive at and near the intersection with 44th Avenue.
- Obtained intersection crash history from WSDOT to determine the number of crashes in the study area.

The traffic data collection effort yielded the following results. An appendix included with this memo contains the survey data for the investigation.

ADT on Dahlia Drive

The November 2013 Average Daily Traffic (ADT) was recorded at 1,109 vehicles/day. The previous ADT documented by the City in October 2009 was 654 vehicles/day. The latest ADT represents an increase of 70% over the volume identified since the City's previous analysis was conducted. The increase can be attributed to additional housing in the area which has resulted in higher traffic flow on Dahlia Drive and further concern for pedestrians crossing the street.

Peak Hour Turning Movement Counts

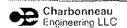
During the AM peak hour occurring from 8:30-9:30AM a total of 162 vehicles entered the intersection at Dahlia Drive and 44th Avenue. The south leg experienced a two-way volume of 123 vehicles and the north leg had a two-way volume of 76 vehicles. During the PM hour occurring from 2:45-3:45PM a total of 163 vehicles entered the intersection. The south leg experienced a two-way volume of 135 vehicles and the north leg had a two-way volume of 79 vehicles. In both intervals the south leg carried over 60% more traffic than the north leg. This finding supports that if a marked crossing were to be installed it would be better suited on the north leg due to lower traffic conditions compared to the south leg.

Pedestrian Crossing Volumes

The existing number of pedestrians crossing at the intersection was accounted for in the surveys. In the AM peak hour a total of 29 pedestrians crossed at the intersection. The number of pedestrians crossing Dahlia Drive totaled 21. No bicyclists crossed. In the PM study hour a total of 33 pedestrians crossed at the intersection. The number of pedestrians crossing Dahlia Drive totaled 24. Two bicycle crossings were noted.

Traffic Gap Results

Sufficient gaps in the traffic flow need to be available in order for pedestrians to safely cross the street, otherwise safety measures may be necessary.



Taking into account the pavement width of Dahlia Drive (55 feet at north crossing) and the walking speed for pedestrians (rate of 3.5 feet per second) a safe gap interval of 15.7 seconds (rounded to 16.0 seconds) is the minimum necessary gap time to cross Dahlia Drive. The gap survey determined that a total of 61 gaps of at least 17 seconds were available in the AM peak hour and a total of 72 gaps of the same length were available in the PM study hour. The number of safe gaps per hour for a pedestrian to cross the street should equate to at least one gap/minute or 60 gaps/hour according to FHWA or supplemental crossing control (crossing guards, signals, etc.) may be necessary. In this case the gap minimum is met. Other considerations such as number of pedestrians, pedestrian characteristics (age factor & walking speed), grade, sight distance, accident history, and vehicle speed also need to be factored into the situation in making recommendations for safety treatment.

The City has suggested that the gap rate be monitored in the future and that the District be prepared to provide crossing guards (District does not intend to use guards) if the number of available safe gaps decrease to less than the recommended standard (60 gaps/hour). It is anticipated that conducting new gap studies would only be necessary if the traffic volumes on Dahlia Drive significantly increase which could happen if additional housing development occurs in the area. As a result it is recommended that the District stay informed regarding future development in the neighborhood and if the ADT on Dahlia Drive increases by approximately 15% or more then a new volume and gap study be undertaken.

85th Percentile Speeds on Dahlia Drive

The travel speeds were measured on Dahlia Drive with the 85th percentile speeds determined to be 30MPH in the northbound direction and 29MPH in the southbound direction. These results are similar to the speeds recorded in the City's year 2009 survey (30MPH northbound, 32MPH southbound).

Crash History

WSDOT furnished the intersection crash history documentation indicating that there were no reported crashes at the intersection of Dahlia Drive and 44th Avenue during the five year period occurring between 10/1/08 to 9/30/13. If the City of Camas has any supplemental crash history data we would like an opportunity to review the information.

Existing Conditions

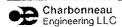
Currently Dahlia Drive and 44th Avenue are posted for 25MPH. There are stop signs on the 44th Avenue approaches to Dahlia Drive. There are no marked crosswalks at the intersection and no pavement markings on either street. Sidewalks are present on both streets. Intersection sight distance exceeds the minimum standard of 280 feet (AASHTO) to the north. To the south the sight distance is partially restricted by several street trees but still considered adequate. Forty-Fourth Avenue west of Dahlia Drive leads directly to the school and terminates at the school property's southeast corner (gated access for busses, pedestrians not restricted).

Recommendation

The intersection of Dahlia Drive and 44th Avenue is located approximately 600 feet east of the Grass Valley Elementary School property and is recognized by the School District as primary pedestrian crossing point. Both Dahlia Drive and 44th Avenue are identified on the school's Walk Routes map for pedestrian use by the school children. The traffic and pedestrian counts documented that a total of 162 vehicles travel through the intersection during the morning peak hour when children head to school and there were 29 pedestrian crossings. In the afternoon period when children leave school a total of 163 vehicles pass through the intersection and 33 pedestrians crossed at the intersection. Currently there is no traffic control at this location other than stop signs posted on the 44th Avenue approaches to Dahlia Drive.

In considering the traffic data presented in this report and based primarily on the fact that the intersection of Dahlia Drive at 44th Avenue is recognized as a primary pedestrian crossing point on

¹ MUTCD references average pedestrian walk speed = 4.0 ft/s, AASHTO references walk speed range 2.5 ft/s to 6.0 ft/s



the School District's safe routes to school (Walk Route's) map and considering the frequency of pedestrians crossing during the peak school periods in the morning and afternoon the following traffic control recommendations are made to enhance safety at this location.

- Install a marked crosswalk on Dahlia Drive on the north leg of the intersection with 44th Avenue.
- Implement a school speed 20MPH zone on Dahlia Drive from a point 300 feet south
 of 44th Avenue to a point 300 feet north of 44th Avenue. Include 'When Children Are
 Present' signing. All signing shall be in accordance with the MUTCD and WSDOT
 signing standards (reference sign plan in appendix).
- The School District has offered to pay for the materials cost for the signing and crosswalk if the City of Camas agrees to construct the installation.
- Illumination is not currently present at the subject intersection and is not a requirement. However, if a street light can be added the improvement would enhance pedestrian safety. If installed the District requests that the City pay the cost.

If you should have any questions, please contact Frank Charbonneau, PE, PTOE at 503.293.1118 or email Frank@CharbonneauEngineer.com.

Appendix

- Peak Hour Count Data
- Speed Survey Data
- Traffic Gap Survey Results
- Crash History Statement (WSDOT)
- Grass Valley Elementary School Walk Routes Map
- Sign & Crosswalk Plan Aerial Map
- RČW 46.61.440(2)

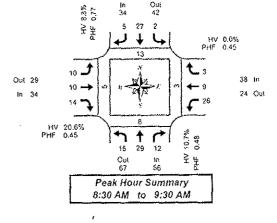
Total Vehicle Summary



NW Dahlia Dr & NW 44th Ave

Thursday, November 21, 2013 7:30 AM to 9:30 AM

15-Minute Interval Summary 7:30 AM to 9:30 AM



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Peak Hour Summary

8:30 AM to 9:30 AM

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Rolling Hour Summary

7:30 AM to 9:30 AM

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Heavy Vehicle Summary



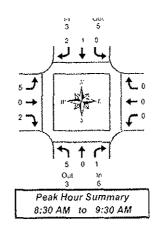
Clay Carney (503) 833-2740

Thursday, November 21, 2013 7:30 AM to 9:30 AM

Heavy Vehicle 15-Minute Interval Summary

NW Dahlia Dr & NW 44th Ave

7:30 AM to 9:30 AM



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In 7

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8:15 AM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
8:30 AM	2	0	0	2	0	0	1	1	0	Q	0	0	C	0	0	0	3
8.45 AM	3	e	0	3	0	0	1	1	4	0	0	4	0	0_	0	0	8
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Heavy Vehicle Peak Hour Summary

8:30 AM to 9:30 AM

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PHE	0.25			0.38			0.25			0.00		MILLION	_	0.27

By		North	bound			South	bound			East	ound				bound		
-/		NW Da	ihlia Dr			NW Da	hlia Dr			NW 44	Ih Ava			NW 44	Ith Ave		Total
Movement	l.	T	ĸ	Total	l	T	R	Total	i,	Τ	R	Total	t.	T	R	Total	
Votume	5	0	1	G	0	1	2	3	5	0	2	7	0	C	0	0	16
PHF	0.25	0.00	0.25	0.25	0.00	0.25	0.25	0.38	0.25	0.00	0.25	0.25	0.00	0.00	0.00	0.00	0.27

Heavy Vehicle Rolling Hour Summary 7:30 AM to 9:30 AM

7,00 AII		7,0071	177														
interval		North	bound			South	bound			East	วงบทส			West	pound		
Start		NW Da	shlia Or			NW Da	nd sikle			NW 4	in Ave		Į.		ith Ave		Interval
Time	L.	Т	R	Total	, i	7	R	Total	L	~ γ	R	Total	L	T	R	Total	Total
7:30 AM	1	0	1	2	0	0	0	0	0_	0.	0	0	0	0	0	0	2
7:45 AM	2	0	1	3	0	C	1	1	0	0	0	0	0	0	0	.0	4
8:00 AM	- 5	0	1 1	6	0	0	2	1 2	4	0	6	4	Ó	0	0	0	12
8:15 AM	5	0	2	7	1 0	0	2	2	5	0	2	7	0	0	0	0	16
0.20 114	·····c		1 1			1 4	2		1 · ·	~			.,	- 45		0	16

Peak Hour Summary All Traffic Data Clay Carney (503) 833-2740 NW Dahlia Dr & NW 44th Ave 8:30 AM to 9:30 AM Thursday, November 21, 2013 NW Dahlia Dr Bikes 34 42 2 K ¥ Peds 13 NW 44th Ave Bikes 0 3 ĸ 29 38 9 26 Peds 10 34 24 10 **→** 14 * Bikes 0 NW 44th Ave Peds 8 7 15 29 12 NW Dahlia Dr 67 56 Bikes PHF HV% Approach Volume EB 0.45 20.6% 34 WB 0.0% 38 0.45 NB 0.48 10.7% 56 SB 8.8% 34 0.77 0.52 9.9% Intersection 162 Count Period: 7:30 AM to 9:30 AM

Total Vehicle Summary

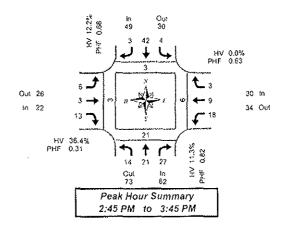


Clay Carney (503) 833-2740

NW Dahlia Dr & NW 44th Ave

Thursday, November 21, 2013 2:30 PM to 4:30 PM

15-Minute Interval Summary 2:30 PM to 4:30 PM



Interval	Y	North	hound			South	bound		T	East	oound			West	ound				Pedes	trians	
Start		NW D	ahlia Di		l	NW D	ahlia Dr			NW 4	ith Ave			NW 44	Hh Ave		Interval	: I	Cros	swalk	
Time	L	T	R	Bikes	ί	Ť	R	Bikes	Ĺ	T	R	Bixes	L.	T	R	Bikes	Total	North	South	East	West
2:30 PM	2	9	5	0	1	1	0	0	C	0	0	0	. 3	0	0	0	21	0	0	0	0
2:45 PM	2	3	В	0	. 1	10	4	0	1	0	0	0	3	0	2	0	31	0	1	0	0
3:00 PM	4	5	4	0	1	11	0	1_0	0	0	1	1	4	0	0	0	30	0	3	. 0	1
3:15 PM	4	6	7	0	0	- 6	1	0	1	0	1	0	5	4	0	0	35	0	2	. 0	1
3:30 PM	4	7	8	1	2	15	1	0	4	3	11	0	G	5	1	0	67	3	15	6	1 1
3:45 PM	0	3	7	0	. 1	3	1	1	2	0	1	1 1	3	1	0	0	22	2	1	1	0
4:00 PM	1	8	8	0	0	2	0	0	0	0	1	0	_ 1	1	1	O	23	0	1 1	0	1.
4:15 PM	0	5	6	0	_ 0	3	0		0	2	0	0	0	1	0 "	0	25	C	0	1	0
Tolal Survey	17	46	53	1	6	51	4	1	8	5	15	2	33	12	4	0	254	5	23	8	4

Peak Hour Summary 2:45 PM to 3:45 PM

Ву			bound shia Or				W D	bound shiia Dr			Easth NW 44				NW 4	bound 1th Ave		Total
Approach	In	Out	∦n	Ţ	Out	Total	Bikes	ŧ٥	Out	Total	8ikos	_ in	Out	Total	Bikes			
Volume	62	73	35	1	49	Ĺ	30	79	.0	22	26	48	1	30	34	64	Ü	163
%HV		11				12.	2%			36.	4%c			0.	0%		12.9%	
PRE		0.	82				<u> </u>	68			0.	31	.,,	_	0	63		0.61

	Pedes	trians	
	Cross	walk	
North	South	€as1	West
3	21	6	3

By Movement		North NW Da					bound hlia Dr			Eastb NW 44	ound Ih Ave				bound Nh Ave		Tolaj
MOVERNAM	L	ו	1 R Total			T	R	Total	l.	Ŧ	R	Total	L	Т	R	Total	
Volume	14	21	27	62	4	42	3	149	G	3	13	22	18	9	3	30	163
%HV	35.7%	4.8%	3.7%	11.3%	0.0%	9.5%	66.7%	12.2%	50.0%	0.0%	38.5%	36.4%	0.0%	0.0%	0.0%	0.0%	12.9%
PHF	0.88	0.75	0.84	0.82	0.50	0.70	0.75	0.68	0.38	0.25	0.30	0.31	0.75	0.45	0.38	0.63	0.61

Rolling Hour Summary 2:30 PM to 4:30 PM

Interval		North	bnuoc			South	bound			East	oound			West	ound				Pedes	strians	
Start		NW Da					abba Or		J	NW 4	Ith Ave		Ì		lth Ave		interval		Cros	swalk	
Time	Ĺ				_ L	T	R	Bikes	Ł	Ť	R	Bikes	l i	T	R	Bikes	Total	North	South	East	West
2:30 PM	12	23	24	0	3	28	2	0	2	0	2	1	15	4	2	0	117	0	6	0	2
2:45 PM	14	21	2.7	1	4	42	3	0	6	i 3	13	1 1	18	9	3	0	163	3	21	1 6	3
3:00,25%	12	21	26	1	4	35	1 3	1 1	7	3	14	2	18	10	1	0	154	. 5	21	7	3
3:15 PM	9	24	30	1 1	3	1 26	3	1	7	3	14	1 1	15	111	2	0	147	5	19	1 7	3
3:30 PM	5	23	29	1	3	23	2	1 1	6	5	13	1 1	18	8	2	0	137	5	17	8	1 2

Heavy Vehicle Summary



Clay Carney (503) 833-2740 Out 7

NW Dahlia Dr & NW 44th Ave

Thursday, November 21, 2013 2:30 PM to 4:30 PM

Heavy Vehicle 15-Minute Interval Summary

NW Dalilia Dr

1 1 0

Northbound

2:30 PM to 4:30 PM

Interval

Start

71me 2:30 PM 2:46 PM 3:00 PM 3:15 PM 3:30 PM 4:00 PM 4:00 PM

Tolai

Sinvay

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]	اً السلط	لِفُ	
3 ↑	w B		t o + o + o
7	5 Out 9	1 1 1n 7	^
· ·	Hour	Summa 3:45	- 1

						•		
	Easth NW 44	ound th Ave				ound In Ave		Interval
L	T	R	Total	Ł	ĭ	R	Total	Total
0	0	0	0	.0	C	0	0	1
0	0	0	0	0	0	Ğ.	0	5
0	Q	0	0	0	0	0	0	4
1	Ü	1	2	0	0	0	0	5
2	0	4	- 6	0	0	0	0	7
0	0	Õ	0	0	0	0	0	0
0	0	0	0	Ô.	0	0	0	1
0	1	0		0	1	0	1	2

Heavy Vehicle Peak Hour Summary

2 2 9

2:45 PM to 3:45 PM

By	bnuodrinon	Southbound	Eastbound	Westbound	,
(. "' ·	NW Dahlia Or	NW Dahlia Dr	NW 44th Ave	NW 44th Ave	Totat
Approaca	in Out Total	in Out Total	In Out Yolal	in Oul Yotal]
Volume	7 9 16	6 4 10	8 7 15	0 1 1 1 1	21
PHE	0.25	0.30	0.25	0.00	0.33

5

2

NW Dahlia Dr

Į	Bv		Nort	hbound			South	pornq			Easth	ound			West	ound		
-	Movement		NW (Dahlia Or		l	NW Da	ntia Or			NW 44	th Ave			NW 44	In Ava	a	fotal
- 1	WOODORGO	Ł	Т	R	Total	Ĺ	7	R	Total	L	T	R	Yolai	l.	T	R	Total	
1	Volunxi	5	1	1 1	7	0	4	3	. 6	3	0_	5	8	0	0	0	0	21
Į	PHE	0.25	0.25	0.13	0.25	0.00	0.25	0.25	0.33	0.25	0.00	0.25	0.25	0.00	0.00	0.00	0.00	6.33

Heavy Vehicle Rolling Hour Summary

2:30 PM to 4:30 PM

Interval		North	bound			South	bound		}	Eastt	oound			West	bound		
Start		NW 0:	atilia Or				ndia Or			NW 44	th Ave			NW 44	ith Ave		Interval
Time	L	Τ	R	Total	L	٣	R	Total	Ł.	Ţ	R	Total	L	T	R	Total	Total
2:30 PM	5	1	2	- 8	0	4	1	5	1	0	1	?	()	0	0	0	15
2:45 PM	5	1	1	, 7	10	4	2	6	3	0	5	8	C	0	0	0	21
3.00 PM	5	1	0	6	Q	0	2	2	3	0	5	8	0	_0_	0	0	16
3:15 PM	1	2	0	3	0	0	2	2	3	0	5	8	0	0	0	0	13
3:30 PM	0	1 4	0	1	0	0	1	1 1	2	1	4	7	0	1	0	1 1	10

Peak Hour Summary All Traffic Data Clay Carney (503) 833-2740 NW Dahlia Dr & NW 44th Ave 2:45 PM to 3:45 PM Thursday, November 21, 2013 NW Dahlia Dr Bikes 49 30 42 4 7 K Peds 3 NW 44th Ave Bikes 0 ĸ 3 26 9 30 K 18 6 22 3 -> 13 Bikes 1 NW 44th Ave Peds 21 71 27 14 NW Dahlia Dr 73 62 Bikes Volume PHF HV% Approach EB 0.31 36.4% 22 WB 0.63 0.0% 30 NB 0.82 11.3% 62 0.68 12.2% 49 SB Intersection 0.61 12.9% 163 Count Period: 2:30 PM to 4:30 PM

All Traffic Data 15105 SE 17th St. Vancouver, WA. 98683 503-833-2740

Site Code: 1 NW Dahlia Dr S-O NW 44th Ave

NB		~											***********				
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
11/21/13	0	0	0	2	0	0	0	ð	0	0	0	0	0	0	2	29	30
01:00	0	0	1	Ð	0	0	0	0	0	0	0	0	0	0	1	24	25
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	•	•
03:00	0	0	0	1	0	0	0	0	0	0	0	O	0	0	1	29	30
04:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	25
05:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	25
06:00	0	1	4	2	2	0	O	0	0	0	0	0	0	0	9	31	34
07:00	1	2	3	15	1	0	0	0	0	0	0	0	0	0	22	29	31
08:00	1	2	28	23	1	0	0	0	0	0	0	0	0	0	55	28	30
09:00	0	1	9	17	1	0	0	0	0	0	0	0	0	0	28	29	31
10:00	0	2	6	11	6	0	1	Ð	0	0	0	0	0	0	26	32	35
11:00	0	0	7	8	2	0	0	0	0	0	0	0	0	0	17	30	32
12 PM	1	2	10	13	3	1	0	0	0	0	0	0	0	0	30	30	34
13:00	0	1	8	12	6	0	0	0	0	0	0	0	0	0	27	31	34
14:00	1	4	12	22	3	0	0	0	0	0	0	0	0	0	42	29	31
15:00	2	4	15	30	10	2	0	0	0	0	0	0	0	0	63	31	34
16:00	2	2	13	24	4	1	0	0	0	0	0	0	0	0	46	30	33
17:00	2	1	21	28	8	0	0	0	0	0	0	0	0	0	60	30	33
18:00	0	1	11	16	1	1	0	0	0	0	0	0	0	0	30	29	32
19:00	0	0	7	17	3	1	0	0	0	0	0	0	0	0	28	30	34
20:00	1	0	4	17	4	0	0	0	0	0	0	0	0	0	26	30	33
21:00	0	5	8	13	1	C	O	0	O	0	0	0	0	0	24	29	31
22:00	0	0	2	2	0	0	1	0	0	0	0	0	C	0	5	41	43
23:00	0	0_	2_	1	0	0	0	0	0	00	0	0	0	0	3	27	29
Total	11	25	173	274	56	6	2	0	0	0	0	0	0	0	547		ng de 20 10 20 a Company on a complete de la participa de la company de la company de la company de la company
Percent	2.0%	4.6%	31.6%	50.1%	10.2%	1.1%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	07:00	08:00	08:00	10:00		10:00								08:00		
Vol.	1	2_	28	23	66		1						·		55_		
PM Peak	15:00	14:00	17:00	15:00	15:00	15:00	22:00								15:00		
Vol.	2	4	21	30	10	2_	11								63		
Grand Total	11	25	173	274	56	6	2	0	0	0	0	0	0	0	547		
Percent	2.0%	4.6%	31.6%	50.1%	10.2%	1.1%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
			Cab Dayson	Alla .	20 14011												

15th Percentile: 20 MPH

50th Percentile: 25 MPH 85th Percentile: 30 MPH 33 MPH

95th Percentile :

10 MPH Pace Speed:

22-31 MPH

Number in Pace :

Statistics

respective authorities of payments of a control of the

394

Percent in Pace :

Number of Vehicles > 55 MPH: Percent of Vehicles > 55 MPH : Mean Speed(Average) : 72.0%

0.0%

25 MPH

All Traffic Data 15105 SE 17th St. Vancouver, WA. 98683 503-833-2740

Site Code: 1 NW Dahlia Dr S-O NW 44th Ave

SB															·	or commencement was a comment for book	a divers to the Figure proper spinished to the extra
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
11/21/13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	•	•
01:00	0	0	0	0	0	0	0	Ō	0	0	0	0	0	0	0	•	•
02:00	0	0	0	0	0	0	0	0	0	0	O	0	0	0	0	•	•
03:00	٥	О	1	1	0	0	0	0	0	0	0	0	0	0	2	28	30
04:00	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	32	34
05:00	0	1	5	6	2	0	0	0	0	0	0	0	0	0	14	30	33
06:00	0	1	3	19	6	0	0	0	0	0	0	0	0	0	29	31	33
07:00	1	0	14	23	5	0	0	0	0	0	0	0	0	0	41	30	32
00:80	0	1	22	33	5	1	0	0	0	0	0	0	0	0	62	29	32
09:00	0	3	19	28	4	0	0	0	0	0	0	0	0	0	54	29	31
10:00	0	2	11	12	2	0	0	0	0	0	0	0	0	0	27	29	31
11:00	1	0	10	18	2	0	0	0	0	0	0	0	0	0	31	29	31
12 PM	1	2	8	10	3	0	0	0	0	0	0	0	0	0	24	29	32
13:00	0	1	11	10	1	0	C	0	0	0	0	0	0	0	23	28	30
14:00	2	3	10	13	2	0	0	0	0	0	0	0	0	0	30	29	31
15:00	4	6	27	26	7	0	0	0	0	0	0	0	0	0	70	29	32
16:00	0	3	20	22	0	0	0	0	0	0	0	0	0	0	45	28	30
17:00	1	2	14	18	10	0	0	0	0	0	0	0	0	0	45	31	34
18:00	0	0	7	9	4	0	0	0	0	0	0	0	0	0	20	31	33
19:00	0	0	3	9	3	0	0	0	0	0	0	0	0	0	15	31	33
20:00	1	0	2	7	3	0	0	0	0	0	0	0	0	0	13	31	34
21:00	0	1	1	2	1	0	0	0	0	0	0	0	0	0	. 5	31	33
22:00	0	0	4	1	0	0	0	0	0	G	0	0	0	0	5	26	28
23:00		0_	1	3	0	0	0	00	0	0	0	0	0	0	4	29_	30
Total	11	26	193	270	61	1	00	0	0	0	0	0	0	0	562		
Percent	2.0%	4.6%	34.3%	48.0%	10,9%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			~~~
AM Peak	07:00	09:00	08:00	08:00	06:00	08:00									08:00		
Vol.	1	3	22	33	6	1	· · · · · · · · · · · · · · · · · · ·								62		
PM Peak	15:00	15:00	15:00	15:00	17:00								•		15:00		
Vol.	4	6_	27	26	10										70		
Grand Total	11	26	193	270	61	1	0	0	0	0	0	0	0	0	562		
Percent	2.0%	4.6%	34,3%	48.0%	10.9%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile: 20 MPH 50th Percentile: 25 MPH

50th Percentile: 25 MPH 85th Percentile: 29 MPH 95th Percentile: 32 MPH

35th refleritie. 32 M

Statistics 10 MPH Pace Speed: 22-31 MPH

Number in Pace: 406
Percent in Pace: 72.2%

 Percent in Pace :
 72.2%

 Number of Vehicles > 55 MPH :
 0

 Percent of Vehicles > 55 MPH :
 0.0%

Mean Speed(Average): 25 MPH

All Traffic Data 15105 SE 17th St. Vancouver, WA. 98683 503-833-2740

Site Code: 1 NW Dahlia Dr S-O NW 44th AVe

NB													. marina arra 10 mari	
Start	1	5	7	9	11	13	15	17	19	21	23	25	27	29
Time	4	6	8	10	12	14	16	18	20	22	24	26	28	999
11/21/13	0	0	0	0	0	0	0	0	0	0	0	0	C	5
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	c	0	0	0	0	0	0	0	0	0	0	٥	1
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1
06:00	0	0	0	0	0	0	0	0	1	0	0	0	0	8
07:00	0	0	1	0	0	1	0	0	1	0	1	0	0	18
08:00	4	3	1	3	i	2	3	0	1	0	2	2	2	31
09:00	0	0	1	0	1	0	0	0	1	0	0	0	0	25
10:00	1	Ð	0	0	1	0	0	0	0	0	0	0	2	22
11:00	0	0	1	1	1	0	0	0	ð	1	0	0	0	13
12 PM	1	1	0	1	1	٥	0	0	0	1	0	0	0	25
13:00	0	2	0	;	3	0	0	0	0	0	0	0	O	21
14:00	2	1	i	0	0	1	1	1	0	0	0	0	1	34
15:00	2	3	2	0	0	2	0	2	1	4	3	4	3	37
16:00	2	1	1	0	0	1	1	0	2	2	2	0	2	32
17:00	4	3	0	1	1	4	1	2	1	2	2	1	0	38
18:00	2	1	0	0	រ	0	1	0	1	0	2	0	0	22
19:00	1	1	0	0	0	0	0	1	0	2	1	0	0	22
20:00	2	0	1	3	0	1	0	0	0	0	0	0	0	21
21:00	4	1	2	0	0	0	0	1	0	0	1	0	e	15
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	5
23:00	0	0	0		0	Q	0	0	0	0	0	0	0	3_
Total	25	17	11	8	10	12	7	7	9	12	14	7	10	398
Grand Total	25	17	11	8	10	12	7	7	9	12	14	7	10	398

Statistics

Number of Gaps > 55 Secs. : Percent of Gaps > 55 Secs. :

0 0.0%

Page 2

All Traffic Data 15105 SE 17th St. Vancouver, WA. 98683 503-833-2740

Site Code: 1 NW Dahlia Dr S-O NW 44th AVe

SB														
Start	1	5	7	9	11	13	15	17	19	21	23	25	27	29
Time	4	6	8	10	12	14	16	18	20	22	24	26	28	999
11/21/13	0	0	0	0	0	0	0	0	0	0	0	0	C	0
01:00	0	0	0	0	0	0	0	. 0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	3
05:00	0	0	0	0	0	0	0	0	0	0	0	0	1	13
06:00	1	0	1	1	0	0	0	0	0	ð	C	1	1	24
07:00	1	0	1	2	0	0	1	2	0	0	1	1	5	30
08:00	5	3	2	2	3	3	3	2	3	1	0	3	4	28
09:00	0	4	3	1	0	0	0	2	1	0	1	0	2	40
10:00	0	0	0	0	0	2	0	0	1 ,	0	1	í	0	22
11:00	0	1	1	0	0	1	1	0	0	0	1	0	0	26
12 PM	2	1	1	0	0	1	1	0	0	1	0	0	0	17
13:00	1	1	1	1	0	0	0	0	0	0	0	1	O	18
14:00	1	0	0	2	0	1	0	0	1	1	0	1	1	22
15:00	2	5	8	1	3	4	1	1	3	4	2	1	1	34
16:00	1	1	5	1	i	1	0	3	1	2	Û	3	0	26
17:00	4	0	0	4	1	0	0	1	1	Q	1	1	0	32
18:00	0	1	O	0	0	3	0	0	0	1	1	0	0	16
19:00	0	0	0	0	1	0	0	1	0	0	0	0	0	13
20:00	0	0	¢.	0	0	5	0	0	0	0	0	0	0	11
21:00	0	O	0	0	0	0	0	0	0	0	0	Q	0	5
22:00	0	0	C	0	1	0	0	0	0	0	0	0	0	4
23:00	0	0	0	0	0	0	0	0	0	0	Q.	0	0	4
Total	18	17	23	15	10	16	7	12	11	10	8	13	12	380
Grand Total	18	17	23	15	10	16	7	12	11	10	8	13	12	390

Statistics

Number of Gaps > 55 Secs. : Percent of Gaps > 55 Secs. :

0.0%

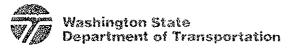
All Traffic Data 15105 SE 17th St. Vancouver, WA. 98683 503-833-2740

Site Code: 1 NW Dahlia Dr S-O NW 44th AVe

COMBINED														
Start	1	5	7	9	11	13	15	17	19	21	23	25	27	29
Time	4	6	8	10	12	14	16	18	20	22	24	26	28	999
11/21/13	0	C	0	0	C	0	0	0	0	0	0	0	0	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0 `	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	3
04:00	C	0	0	0	0	0	0	0	0	0	0	Û	0	4
05:00	0	0	0	0	0	0	0	0	0	c	0	O	1	14
06:00	i	1	1	5	0	0	0	0	0	0	0	3	2	25
07:00	5	2	3	2	0	2	2	3	3	0	4	0	3	32
08:00	15	8	13	3	8	5	6	3	8	2	2	3	5	38
09:00	4	3	7	1	2	1	1	2	3	0	2	0	2	33
10:00	2	1	1	1	1	1	1	1	1	1	2	2	2	36
11:00	1	1	2	3	2	1	1	0	2	1	1	1	C	32
12 PM	5	2	1	0	3	1	2	0	1	3	1	1	1	33
13:00	2	2	3	3	3	1	0	0	2	0	1	2	0	31
14:00	4	3	2	3	1	2	5	1	1	3	0	2	2	45
15:00	14	12	10	3	4	8	6	4	3	7	6	9	5	38
16:00	3	4	6	5	4	4	4	3	5	3	3	2	3	40
17:00	10	3	2	5	5	6	2	3	2	8	3	3	1	52
18:00	6	3	1	1	2	0	2	0	2	3	0	0	0	30
19:00	1	2	Ø	0	1	1	1	4	0	1	2	0	1	29
20:00	2	1	1	2	0	2	0	0	1	0	0	0	0	30
21:00	5	0	3	1	0	0	0	0	1	0	1	0	0	18
22:00	0	0	0	0	1	0	0	0	0	0	C	0	0	9
23:00	00	0	0	0	1	0	0	0	0	00	0	0	0	6
Total	80	48	56	38	38	35	30	24	35	32	28	28	28	581
Grand Total	80	48	56	38	38	35	30	24	35	32	28	28	28	581

Statistics

Number of Gaps > 55 Secs. ; Percent of Gaps > 55 Secs. ; 0 0.0%



Lynn Peterson Secretary of Transportation Transportation Building 310 Maple Park Avenue 8 C PO Box 47500 Crympia, WA 98504-7500 366-106 (100 111) 1-800-835-6388 www.yeldof.Walges

November 20, 2013

Mr. Frank Charbonneau – Charbonneau Engineering LLC 10211 SW Barbur Blvd. Suite 210A Portland OR 97219

Re: Collision Data

Dear Mr. Charbonneau:

In response to your November 20 request, we have found *no reported collisions* that occurred *at* or *in the vicinity of* NW 44th Ave (a) Dahlia Drive in the City of Camas for the period of 10/1/2008 – 9/30/2013 (September of 2013 is the most current complete month processed).

Federal law 23 United States Code Section 409 governs use of the data you requested. Under this law, data maintained for purposes of evaluating potential highway safety enhancements:

"... shall not be subject to discovery or admitted into evidence in a federal or state court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data." [Emphasis added.]

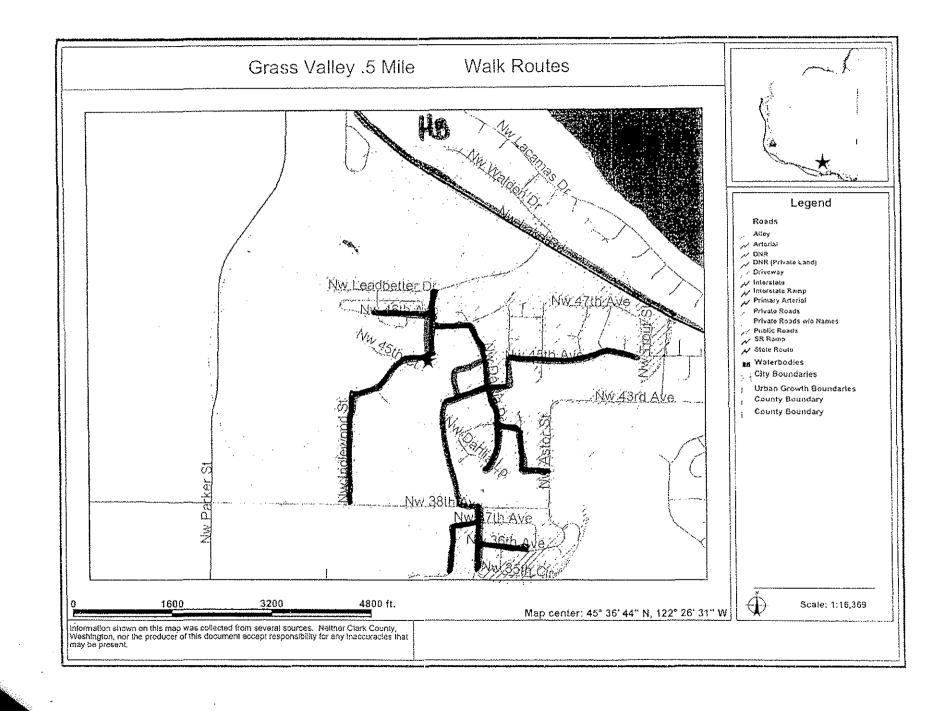
The Washington State Department of Transportation (WSDOT) is releasing this data to you with the understanding that you will not use this data contrary to the restrictions in Section 409, which means you will not use this data in discovery or as evidence at trial in any action for damages against the WSDOT, the State of Washington, or any other jurisdiction involved in the locations mentioned in the data. If you should attempt to use this data in an action for damages against WSDOT, the State of Washington, or any other jurisdiction involved in the locations mentioned in the data, these entities expressly reserve the right, under Section 409, to object to the use of the data, including any opinions drawn from the data.

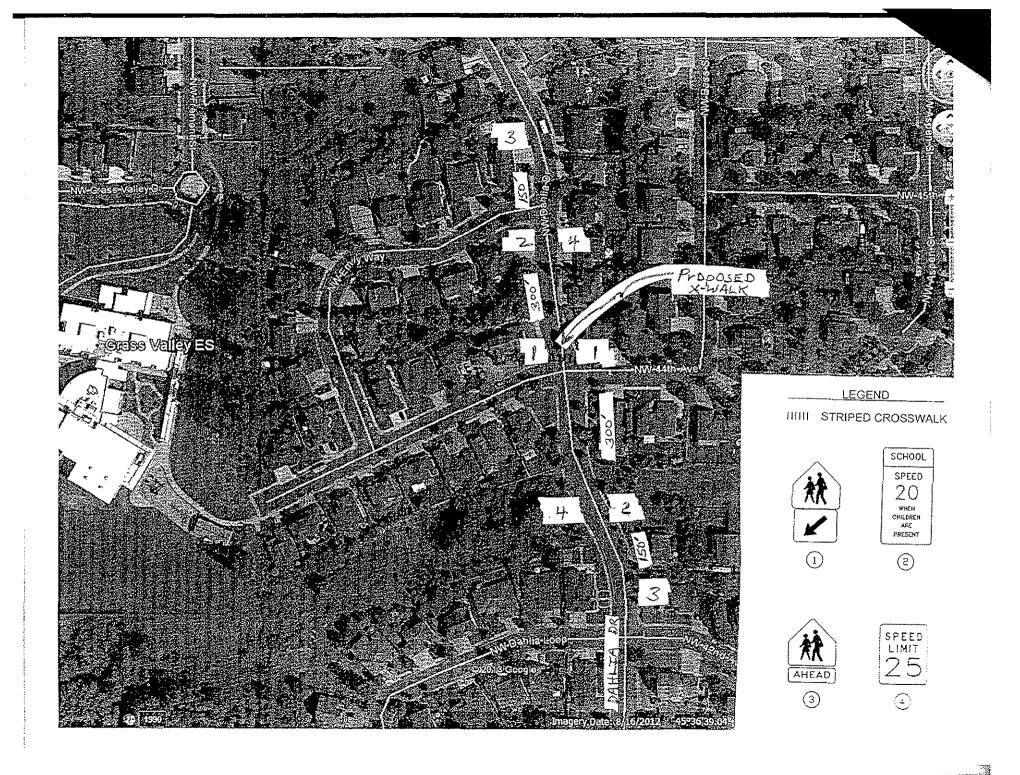
If we may be of any further assistance, please contact me at 360-570-2490.

Sincerely.

Geneva Hawkins Collision Data Analyst

Statewide Travel & Collision Data Office / Strategic Planning Division





RCW 46.61.440

Maximum speed limit when passing school or playground crosswalks — Penalty, disposition of proceeds.

- (1) Subject to RCW <u>46.61.400(1)</u>, and except in those instances where a lower maximum lawful speed is provided by this chapter or otherwise, it shall be unlawful for the operator of any vehicle to operate the same at a speed in excess of twenty miles per hour when operating any vehicle upon a highway either inside or outside an incorporated city or town when passing any marked school or playground crosswalk when such marked crosswalk is fully posted with standard school speed limit signs or standard playground speed limit signs. The speed zone at the crosswalk shall extend three hundred feet in either direction from the marked crosswalk.
- (2) A county or incorporated city or town may create a school or playground speed zone on a highway bordering a marked school or playground, in which zone it is unlawful for a person to operate a vehicle at a speed in excess of twenty miles per hour. The school or playground speed zone may extend three hundred feet from the border of the school or playground property; however, the speed zone may only include area consistent with active school or playground use.
- (3) A person found to have committed any infraction relating to speed restrictions within a school or playground speed zone shall be assessed a monetary penalty equal to twice the penalty assessed under RCW <u>46.63,110</u>. This penalty may not be waived, reduced, or suspended.
- (4) School districts may erect signs that comply with the uniform state standards adopted and designated by the department of transportation under RCW <u>47.36.030</u>, informing motorists of the increased monetary penalties assessed for violations of RCW <u>46.61.235</u>, <u>46.61.245</u>, or <u>46.61.261</u> within a school, playground, or crosswalk speed zone created under subsection (1) or (2) of this section.
- (5) The school zone safety account is created in the custody of the state treasurer. Fifty percent of the moneys collected under subsection (3) of this section and the moneys collected under RCW 46.61.235(5), 46.61.245(2), or 46.61.261(2) shall be deposited into the account. Expenditures from the account may be used only by the Washington traffic safety commission solely to fund projects in local communities to improve school zone safety, pupil transportation safety, and student safety in school bus loading and unloading areas. Only the director of the traffic safety commission or the director's designee may authorize expenditures from the account. The account is subject to allotment procedures under chapter 43.88 RCW, but no appropriation is required for expenditures until July 1, 1999, after which date moneys in the account may be spent only after appropriation.

RESOLUTION NO. 1293

A RESOLUTION creating the position of Utilities Manager, and establishing a salary scale for the position.

THE COUNCIL OF THE CITY OF CAMAS DO RESOLVE AS FOLLOWS:

Section I

There is hereby created in the Public Works Department a new position entitled Utilities

Manager. Such position shall be an FLSA exempt and non-union representative position, shall be
entitled to 40 hours of administrative leave and any additional benefits afforded to managers as
outlined in the non-represented employee handbook, and shall perform such duties as shall be
outlined in any job description prescribed by the City, as may be revised from time to time.

Section II

The salary scale for the position of Utilities Manager shall be as set forth in Exhibit A attached hereto.

ADOPTED by the Council of	the City of Camas at a regular m	ecting this day of April,
2014.		
	SIGNED:	
		Mayor
	ATTEST:	
APPROVED as to form:		Clerk
APPROVED as to form:		
	make arfest	
City Attorney		

Exhibit A

Position	1	2	3	4	5	6	7
Utilities Manager	7077	7290	7509	7734	7967	8206	8452

ORDINANCE NO. 2699

AN ORDINANCE repealing Chapter 2.18 of the Camas Municipal Code relating to a merit system for volunteer firemen; repealing Section 2.16.040 of the Camas Municipal Code relating to volunteer fire department personnel; repealing Section 2.64.020(B) of the Camas Municipal Code by deleting compensation provisions for employees not included in the official pay plan of the City; and enacting a new Chapter 2.18 of the Camas Municipal Code providing for volunteer firefighters, for the participation of the volunteer firefighters in the Volunteer Firemen's Relief and Pension Fund, and establishing a merit system for reimbursing volunteer firefighters.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

Chapter 2.18 of the Camas Municipal Code relating to a merit system for volunteer firemen is hereby repealed.

Section II

Section 2.16.040 of the Camas Municipal Code relating to volunteer fire department personnel is hereby repealed.

Section III

Section 2.64.020(B) of the Camas Municipal Code relating to compensation of employees not included in the official pay plan of the City is hereby repealed.

Section IV

A new Chapter 2.18 of the Camas Municipal Code is hereby enacted in the form set forth in Exhibit "A" attached hereto and by this referenced incorporated herein.

Section V

This ordinance shall take force and be in effect five days from and after its publication according to law.

PASSED by the Council and	d APPROVED by the Mayo	r this day of April, 2	2014.
	SIGNED:		
		Mayor	
	ATTEST:	Clerk	
APPROVED as to form:			
VINVAU (11 ANN VAN VAN VAN VAN VAN VAN VAN VAN VAN			
City Attorney			

Chapter 2.18 VOLUNTEER FIREFIGHTERS

2.18.010 - Volunteer Firefighters

There is hereby established within the Fire Department the position of Volunteer Fire Fighter. The number of volunteer firefighters shall be limited to not more than 25 volunteers for each 1,000 population unless in the judgment of the City Council it is necessary to add additional firefighters, and then, in that event, five additional firefighters may be added for each 1,000 population or a portion thereof. The volunteer firefighters shall be under the supervision of the Chief of the Fire Department or his designee. Except as specifically provided in this chapter, volunteer firefighters shall not be entitled to compensation and shall not be entitled to benefits provided to full time employees of the City of Camas.

2.18.020

All volunteer firefighters shall be entitled to the benefits of the Death and Disability and Pension and Retirement provisions provided under Chapter 41.24, Revised Code of Washington. The City Clerk shall be the Secretary-Treasurer of the Board of Trustees of the fund, and shall enroll each volunteer firefighter under the death and disability provisions of Chapter 41.24, Revised Code of Washington. The City Clerk shall further enroll each volunteer firefighter, who desires to secure the benefits of pension provisions of Chapter 41.24, Revised Code of Washington, and the volunteer firefighter so enrolled who comply with the previsions thereof shall be entitled to the benefits thereof.

2.18.30 - Board of Trustees

The City Council shall, by majority vote, designate one or more of its members to be a member of the Board of Trustees of the fund as is by law required.

2.18.040 - Merit System

There is hereby created a merit system created for the purpose of reimbursing volunteer firefighters of the City for services hereinafter set forth from the monies in the fire call fund at the end of every year.

2.18.050 - Reimbursement Determination

The method of determining the reimbursement for volunteer firefighters for services shall be determined by the Volunteer Firefighter's Organization with the approval of the Chief.

2.18.060 - Record Maintenance

The Fire Chief or his designee shall be responsible for maintaining the required records as provided for by the merit system.