

CITY COUNCIL MEETING AGENDA

Monday, May 20, 2013, at 7 p.m. Camas City Hall, 616 NE 4th Avenue

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS
- V. CONSENT AGENDA
 - A. Approve the minutes of the May 6, 2013, Camas City Council Meeting and the Work Session minutes of May 6, 2013.
 - B. Approve claim checks as approved by the Finance Committee
 - C. Authorize the Mayor to sign the Professional Service Contract Amendment with Gray & Osborne, Inc., in the amount of \$131,889 for phase 2B of the Wastewater Treatment Plant (WWTP) Project. The amendment provides funding to program a Human Machine Interface (HMI) application for the WWTP. The amendment includes a Management Reserve Fund of \$30,000 for contingencies. In order to access the reserve fund, Gray &Osborne, Inc., must obtain written approval from the City. (submitted by Eric Levison)
 - D. Authorize the Mayor to sign a 12 month contract extension with Northstar Chemical, Inc., for Project WS-724 2013 Chemical Purchase and Service. The City's existing contract for chemical purchase and service of sodium hydroxide allows for a contract extension to occur provided that both parties (The City of Camas and Northstar Chemical, Inc.) mutually agree to such extension, subject to Northstar Chemical, Inc., price per pound, delivered. Operations and WWTP staff have indicated satisfactory results with the City's current supplier. This material is a budgeted expense. (submitted by Eric Levison)
 - E. Authorize the write-off of the April 2013 Emergency Medical Services (EMS) billings in the amount of \$49,950.73. This is the monthly uncollectible balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (submitted by Pam O'Brien)
 - F. Authorize Release of Retainage for Project S-552B 2011 Camas Pavement Project (slurry seals) in the amount of \$5,904.83 to Intermountain Slurry Seal Inc. All required releases have been received. (submitted by James Hodges)

- G. Approve Pay Estimate No. 1 for Project SS-578 2013 NW Lake Road Invasive Species Removal to Green Tree Landscaping, Inc., in the amount of \$5,428.50. The pay estimate is for work completed in April 2013. (submitted by Anita Ashton)
- H. Reject all bids for Project P-883 Camas Police Facility Fencing. One bid was received and opened on Monday, May 5, 2013. The bid amount of \$71,854.02 is approximately \$22,359.00 over the Engineer's Estimate. This bid amount is also over the amount budgeted for the project (\$60,000.00). Staff's recommendation is to reject all bids. Staff will re-evaluate the project at a later date. (submitted by Denis Ryan, Public Works Operations Supervisor)
- I. Approve Pay Estimate No. 1 for Project WS-720A 2013 STEP/STEF Tank Pumping to AAA Septic Service in the amount of \$7,410.57. The pay estimate is for work completed through April 30, 2013. This project is budgeted and fully funded. (submitted by James Hodges)
- J. Approve Pay Estimate No. 31 (final) for Project WS-656 WWTP Improvements, Phase 2A to McClure and Sons, Inc., in the amount of \$160,428.75, and accept project as complete. This project is budgeted and fully funded. (submitted by James Hodges)

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. World Elder Abuse Awareness Day Proclamation

VIII. HUMAN RESOURCES

- A. Resolution No. 1270 Revising the City of Camas Salary Scale for the Position of Finance Director
 - 1. Details: This item was previously discussed with City Council at the May 6, 2013, Council Workshop.

Department/Presenter: Jennifer Gorsuch, Human Resources Director Recommended Action: Adopt Resolution No. 1270

- B. Collective Bargaining Agreement Between the City of Camas and the Camas Police Officer's Association (CPOA)
 - Details: The collective bargaining agreement between the City of Camas and the CPOA is for a one year period beginning January 1, 2013, and ending December 31, 2013. This item was previously discussed with City Council and has been the subject of Executive Sessions. The CPOA bargaining group has ratified the labor agreement.

Department/Presenter: Jennifer Gorsuch, Human Resources Director

Recommended Action: Ratification of the agreement and authorization for the Mayor and City Administrator to sign the agreement

IX. FINANCE

- A. Ordinance No. 2674 Authorizing the Execution of a Financing Contract for Heating Ventilation and Air Conditioning (HVAC) Equipment
 - 1. Details: The City has received credit approval from the Washington State Treasurer's Office to borrow up to \$375,000 to finance installation of new HVAC equipment in the police facility and the library. The City intends to finance this over 10 years and the interest rate will be decided in late June when the Treasurer issues bonds. The interest rate will be a favorable rate, much better than what the City could receive on our own. Energy and maintenance costs savings are expected to be approximately \$30,000 a year with this new equipment.

Department/Presenter: Joan Durgin, Finance Director Recommended Action: Adopt Ordinance No. 2674

X. ADMINISTRATION

- A. Ordinance No. 2675 Providing for the Combination of the City Clerk with the City Administrator, and Providing for the Appointment of a City Treasurer
 - Details: The purpose of this ordinance is to transfer the duties of the City Clerk to the City Administrator and to provide for the appointment of a City Treasurer. Since 1970, the Clerk and Treasurer functions have been combined, and currently fall within the purview of the Finance Director. The functions of the Treasurer would remain with the Finance Director. This proposal was discussed at the May 6, 2013, City Council Workshop.

Department/Presenter: Nina Regor, City Administrator Recommended Action: To read by title only and adopt and publish Ordinance No. 2675 according to law

- B. Real Estate Purchase and Sale Agreement with Arthur C. Piculell, Jr. and Dee W. Piculell, Husband and Wife, within the Lake Hills Subdivision
 - 1. Details: At the May 6, 2013, Council Workshop, the City Council discussed the proposal to acquire a seven acre parcel within the Lake Hills Subdivision per an agreement of May 24, 2012. In the agreement, the City agreed to pay \$272,000 and \$15,000 in park impact fee credits for this acquisition. There was consensus to bring this item forward.

Department/Presenter: Nina Regor, City Administrator

Recommended Action: Move to authorize the Mayor to sign on behalf of the City of Camas a Real Estate Purchase and Sale agreement with earnest money provision with Arthur C. Piculell, Jr. and Dee W. Piculell, husband and wife, within the Lake Hills Subdivision

XI. ADJOURNMENT

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



CITY COUNCIL WORKSHOP MEETING MINUTES - Draft Monday, May 06, 2013 at 4:30 p.m. Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

Present: Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith, and

Shannon Turk

Excused: Greg Anderson

Staff: Phil Bourguin, James Carothers, Leisha Copsey, Sherry Coulter, Jim

Dickinson, Joan Durgin, Jim Hodges, Mitch Lackey, Eric Levison, Nina

Regor and Nick Swinhart

Press: Heather Acheson, Camas-Washougal Post Record

III. PUBLIC COMMENTS

Adam Kluka, 7021 NW Friberg/Strunk Street, Camas, commented about the North Dwyer Creek Master Plan and a potential buyer for property within the planning area.

Phil Bourguin, Community Development Director, responded to Kluka's comments.

IV. PUBLIC WORKS DEPARTMENT

A. Employee Recognition

Details: Mayor Higgins presented a 35-year service pin to Jim Dickinson, Wastewater Treatment Plant Supervisor. Jim has announced his retirement as of May 31, 2013.

Department/Presenter: Mayor Scott Higgins

B. Professional Services Contract Amendment with Gray and Osborne for Human Machine Interface (HMI) Programming and Management Reserve Fund

Details: This amendment provides for a programming update of the HMI system at the Wastewater Treatment Plant. The program provides a graphic representation of the individual components of the plant and allows some master control ability of the individual components from a central location. The program

also allows for remote viewing, alarm status and control for on-call personnel. The new program will integrate all of the recently installed components with the existing systems. It will also correct the longstanding issues of the old program on the most recent version of the software. The cost for programming is not to exceed \$88,440. The amendment also provides for a \$30,000 Management Reserve Fund that can be used for unanticipated construction inspection services or design questions that are not covered in the original scope.

Department/Presenter: Eric Levison, Public Works Director

Gray and Osborne Contract Amendment

This item will be placed on the May 20, 2013, Consent Agenda for Council consideration.

C. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

Levison stated that the sodium hydroxide that is used for the water and sewer systems was bid out for a five-year period with annual updates. He reported that the annual bid came in with a zero increase and therefore, staff recommends that the contract be approved for another year. This item will be placed on the May 20, 2013, Consent Agenda for Council's consideration.

Levison also stated that the bids for the Lacamas Lake Lodge will open on May 13th and it is anticipated that the bid award will be on the May 20, 2013, Consent Agenda.

V. FINANCE DEPARTMENT

A. Financing Contract for the Heating, Ventilating and Air Conditioning (HVAC) Equipment

Details: Several months ago, the State Treasurer authorized the City to borrow money to pay for the HVAC equipment at the Police Facility and the Library. The City has now received a grant for \$110,711 towards the project which will lower the City's borrowing costs.

Department/Presenter: Joan Durgin, Finance Director

An ordinance to authorize this financing arrangement will be on the May 20, 2013, Council Meeting Agenda for Council's consideration.

After responding to questions from Council, Levison stated that contracts for this project will be placed on a future consent agenda when the contracts have been received by the City.

Durgin also gave Council an update regarding the financing for the Lacamas Lake Lodge and added that an ordinance may be ready for Council's consideration on May 20th.

VI. CITY ADMINISTRATION

A. City Clerk Designation

Details: The purpose of this agenda item was to propose transferring the duties of the City Clerk to the City Administrator. Since 1970, the clerk and treasurer functions have been combined, and currently fall within the purview of the Finance Director. The functions of the treasurer would remain with the Finance Director. The clerk's responsibilities include keeping an accurate record of every act and proceeding of the City Council, providing reports required by the state auditor, and recording all ordinances according to law. The City Clerk is the custodian of the seal of the City and acknowledges, when required, the execution of instruments by the City. The clerk is responsible for any other duties assigned by state law or City ordinance. The City Clerk may appoint a deputy.

Department/Presenter: Nina Regor, City Administrator

An ordinance will be placed on the May 20, 2013, Council Meeting Agenda for Council's consideration.

B. Finance Director Salary Range

Details: The City's current salary range for the Finance Director position is \$7,326 - \$8,748 per month. With the pending retirement of Director Joan Durgin, staff reviewed the Finance Director's salary range of eleven comparable jurisdictions in advance of a recruitment. Although Camas' range was below the average of the comparisons, staff decided to move forward with the recruitment. Based on the review, staff recommends revising the salary range for the Finance Director position to be \$7,642 - \$9,161 per month. This range is consistent with that of Camas' Community Development and Public Works Directors. The attached memo provides detail, including the financial impact of the proposal.

Department/Presenter: Nina Regor, City Administrator

Additional Information Memo (revised edition posted - May 3, 2013)

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This item will be placed on the May 20, 2013, Council Meeting Agenda for Council's consideration.

C. Acquisition of a Seven Acre Parcel within Lake Hills Subdivision - per Agreement of May 24, 2012 (item added May 6, 2013)

Details: The City agreed to pay \$272,000 and \$15,000 in park impact fee credits for this acquisition.

Department/Presenter: Nina Regor, City Administrator

This item will be placed on the May 20, 2013, Consent Agenda to authorize the Mayor to sign the documents on behalf of the City of Camas.

D. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Nina Regor, City Administrator

Regor gave Council an update regarding the proposed Camas-Washougal information technology partnership that was discussed earlier in the year and noted that Washougal has decided that they needed to have in-house employees who could be dedicated to their needs.

She also gave Council an overview of the Camas-Washougal Fire Consolidation Ad Hoc Group Meeting that was held on May 1st.

Regor stated that during the January 2013 Planning Retreat, the possibility was mentioned of having a mid-year retreat. She identified two topics so far for the retreat and gave Council several options for the timing of a mid-year retreat to consider. Regor asked Council to provide her with their preference for a date.

Regor mentioned that May is the month that the City is celebrating the 90th anniversary of the Camas Library, and the 10th anniversary at its current location. She added that she attended Virginia Warren's presentation on the history of downtown Camas and that the event was well attended.

VII. COUNCIL COMMENTS AND REPORTS

Hazen gave a brief overview about the Parks Commission meeting that he attended. He also attended First Friday, the Caps 'N Taps Grand Opening and went on a tour of the Camas Hotel and the new brewery that will be opening in Camas soon.

Chaney attended First Friday and the grand opening of Caps 'N Taps.

Dietzman attended First Friday, the Camas-Washougal Fire Consolidation Ad Hoc Group meeting, and the "hug your library" event. Dietzman gave a brief overview of the Sister Cities Committee meeting and the Library Board of Trustees meeting that she attended. She added that she will be attending a Clark County Mosquito Control Board meeting on Tuesday.

Dietzman announced that the Association of Washington Cities (AWC) Conference will be held in the Tri-Cities in June and asked if anyone was planning on attending.

Mayor Higgins commented about First Friday, the grand openings and also noted that a local citizen has volunteered to water the flower baskets in the downtown area.

Hogan attended First Friday and commented about the event.

Turk attended First Friday and the Camas Education Foundation Iron Chef event.

Smith attended the Parks Commission meeting and gave an update about the Camas Cemetery. She will also be attending the Regional Transportation Council (RTC) meeting on Tuesday.

Mayor Higgins announced that on Tuesday, he will be attending the lease signing of the five year extension for the operation of the Liberty Theatre and commented about the positive trends that he is seeing in the downtown area.

Mayor Higgins stated that a representative from the Alliance for Northwest Jobs and Exports has asked if Council would like a presentation regarding the benefits of export terminals in relation to coal trains. After discussion, Council concluded that they would like the presentation to be sent to them for review.

VIII. PUBLIC COMMENTS

Ken Hadley, 4011 F Circle, Washougal, commented about the coal train presentation request and inquired about the intended use of the seven acre parcel that the City is acquiring. Mayor Higgins responded to his inquiry.

Dietzman announced that library tours will be held on Saturday.

John Wagoner, PO Box 852, Camas, stated that Council already adopted a resolution regarding coal trains and commented about the public comment period during the regular meeting.

IX. ADJOURNMENT

The meeting adjourned at 5:30 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted May 1, 2013

Workshop Agenda with Supporting Documents	
 Mayor	City Clerk



CITY COUNCIL REGULAR MEETING MINUTES - Draft Monday, May 06, 2013 at 7:00 p.m. Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith, and

Shannon Turk

Excused: Greg Anderson

Staff: Phil Bourquin, Leisha Copsey, Sherry Coulter, Roger Knapp, Mitch Lackey,

and Nina Regor

Press: Heather Acheson, Camas-Washougal Post Record

IV. PUBLIC COMMENTS

State Representative Liz Pike, 26300 NE 3rd Street, Camas, commented briefly about the state budget and asked Council to provide her with feedback of circumstances they would consider raising taxes in order to balance the difference between the budgets. Representative Pike provided her email address for the feedback.

V. CONSENT AGENDA

A. Approve the minutes of the April 15, 2013, Camas City Council Meeting, the Work Session Minutes of April 15, 2013, and the Special Meeting Minutes of April 8, 2013.

City Council Meeting Minutes of April 15, 2013

City Council Workshop Minutes of April 15, 2013

Special City Council Meeting Minutes of April 8, 2013

B. Approve claim checks numbered 116931-117089 in the amount of \$718,871.83.

- C. Declare eight expired ballistic vests as surplus property. This will allow the Police Department to dispose of the expired vests, which have no value in the United States, by gifting them to the Mazatlan Police Department in Mexico. This information was presented at the April 15, 2013, City Council Workshop. (submitted by Mitch Lackey)
- D. Authorize the Mayor to sign an amendment to the J.D. Walsh and Associates Agreement. The amendment is for additional professional services related to permit requirements and revised site plan for the construction of the Lacamas Lake Lodge. The amendment is for \$16,659 which is an increase of \$3,000 from what was presented during the April 15th Council Workshop due to the need to incorporate egress walkways. (submitted by Jerry Acheson)

Supplemental Agreement No. 1

Documentation >>>

E. Approve Pay Estimate No. 3 for Project WS-713 Wastewater Treatment Facilities (WWTF) Improvements, Phase 2B, to Contractors Northwest, Inc., in the amount of \$149,382.05. The pay estimate is for work completed through April 15, 2013. This project is budgeted and fully funded. (submitted by James Hodges)

Pay Estimate No. 3

F. Approve Pay Estimate No. 5 (final) for Project P-874A Louis Bloch Park Restroom Improvements to Michael Green Construction, Inc., in the amount of \$22,316.10 and accept the project as complete. This pay estimate is for work completed through April 15, 2013. This project is budgeted and fully funded by a Community Development Block Grant (CDBG). (submitted by James Hodges)

Pay Estimate No. 5

G. Authorize the Engineering Manager to sign the Professional Services Contract Supplemental Agreement No. 1 with Harper/Houf/Peterson/Righellis, Inc., for engineering, environmental, and right-of-way acquisition work on Project S-566 NW Friberg/Strunk and Goodwin Road Street Improvements, in an amount not to exceed a grand total of \$755,970. The initial scope for this project was for work through the 30% design phase. This contract amendment extends the scope of work through the 100% design phase and includes the right-of-way acquisition and delivery of the final plans, specifications, and estimate for the bidding package. This project is fully funded by federal and state grants, Public Works Trust Fund loans, and developer contributions. The local agency agreement between the City of Camas and the Washington State Department of Transportation (WSDOT) for Federal Highway Administration (FHWA) grant projects specifies that consultant agreements must be signed by the Public Works Director or the Engineering Manager. (submitted by James Carothers)

Professional Services Contract Supplemental Agreement No. 1

H. Authorize the Mayor to sign Change Order No. 1 for Project S-545 NW 38th Avenue/SE 20th Street Extension Street Improvements, Phase 1, to Tapani, Inc., in the amount of \$3,355.00. (submitted by Anita Ashton)

Change Order No. 1

Authorize Release of Retainage for Project WS-720 2012 STEP/STEF Tank Pumping in the amount of \$1,873.26 to AAA Septic Service. All required City and State project documentation has been received and verified. This project is budgeted and fully funded. (submitted by Steven Durspek)

Release of Retainage

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

There were no comments from staff.

B. Council

Hogan commented about Representative Pike opening an office in downtown Camas and welcomed her back.

Dietzman reminded everyone about the library tours that will take place on May 11th.

Hazen attended First Friday, the Caps 'N Taps Ribbon Cutting Ceremony and the opening of Representative Pike's downtown office.

Chaney commented about First Friday and welcomed Representative Pike back to the downtown area.

VII. MAYOR

A. Announcements

Mayor Higgins announced that he will be attending a fund raiser on Friday evening for the Meals on Wheels group out of the Camas-Washougal area.

B. Buddy Poppy Proclamation

Buddy Poppy Proclamation

Mayor Higgins read a proclamation regarding the annual sale of Buddy Poppies by the Veterans of Foregin Wars.

C. Mental Health Month Proclamation

Mental Health Month Proclamation

Mayor Higgins read a proclamation declaring May as Mental Health Month.

VIII. COMMUNITY DEVELOPMENT

A. Final Plat for Summit at Columbia Vista, Phase 2 (file #FP13-02) Subdivision

Details: The Summit at Columbia Vista is a 122 lot subdivision that has been approved with four phases. Phase 1 included 50 lots and received final plat approval in 2007. The current request is for final plat approval of Phase 2 for 34 lots. Phase 3 includes 26 lots and Phase 4 includes 12 lots. The property is generally located north of NW 16th Avenue and NW Klickitat Street along the western flank of Prune Hill.

Department/Presenter: Phil Bourguin, Community Development Director

Summit at Columbia Vista, Phase 2 - Staff Report

Plat Drawings for the Summit at Columbia Vista, Phase 2

It was moved by Don Chaney, seconded by Melissa Smith to approve the final plat for Summit at Columbia Vista, Phase 2 as submitted and as amended by the Deputy Fire Marshal. The motion carried unanimously.

IX. **EXECUTIVE SESSION (item added - May 3, 2013)**

A. Personnel

The meeting recessed at 7:17 p.m. for discussion about personnel for an estimated 10 minutes. No further action will be taken. The meeting reconvened at 7:32.

X. **ADJOURNMENT**

The meeting adjourned at 7:33 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted May 1, 2013

Council Agenda with Supporting Documents



Mayor	City Clerk



April 5, 2013

Mr. Jim Hodges Project Manager City of Camas Public Works Department P.O. Box 1055 Camas, Washington 98642

SUBJECT:

SCOPE OF WORK AND AGREEMENT FOR PHASE 2B

WASTEWATER TREATMENT FACILITY IMPROVEMENTS. HMI PROGRAMMING AND MANAGEMENT RESERVE FUND

AMENDMENT

CITY OF CAMAS, CLARK COUNTY, WASHINGTON

G&O #20134.86

Dear Mr. Hodges:

Gray & Osborne, Inc. respectfully submits this scope of work and agreement for an amendment to our existing contract for Phase 2B Wastewater Treatment Facility (WWTF) Improvements Design and Construction Administration Services Amendment dated May 17, 2011, to provide additional engineering services.

The services to be furnished by Gray & Osborne under this amendment include the necessary engineering tasks to program a new human machine interface (HMI) application for the WWTF control system, and to provide additional construction administration services beyond the scope described in the original Amendment for Design and Construction Services, to be paid from a new Management Reserve Fund, and only as requested and authorized by the City.

We are proposing the establishment of a Management Reserve Fund to use only as a contingency if the current construction administration budget (\$131,889) is exceeded and additional engineering services are requested. Based on our experience during the Phase 2A WWTF Improvements project, we believe the use of such a contingency fund would be beneficial to handle unexpected work without requiring the preparation and approval of new contract amendments. It is our experience that the need for additional services often arises during construction because of assistance required by the City's inspector, who may not have the specialized expertise to address some mechanical, structural, and electrical construction issues. As on previous projects, there may also be



Mr. Jim Hodges April 5, 2013 Page 2

occasions when the City's inspector is not available, due to vacation or other commitments, and the City then requests Gray & Osborne to provide on-site inspection during the City inspector's absence. Presently, the construction administration budget of \$131,889 is only 4.3 percent of the construction bid amount of \$3,100,000. The construction budget was estimated more than 2 years ago, before the design of the project was completed and the extent of the construction scope was fully known. For example, the construction project now includes the installation of the digester gas hydrogen sulfide scrubber system, which was not included in the original project scope. Consequently, we recommend the creation of a Management Reserve Fund, which would only be used if additional work is requested and authorized by the City. Please be assured that Gray & Osborne will provide the originally contracted construction administration services for the current budget; the proposed contingency is intended only to give the City more flexibility in obtaining additional engineering services as needed.

The scope of work for this contract amendment is provided in the attached Exhibit A. As indicated in the attached Exhibit B, the estimated cost of the attached scope of work is the not-to-exceed amount of \$118,440. If you find the terms of this scope of work and estimated costs acceptable, please sign the authorization statement below to amend the existing agreement for Phase 2B WWTF Improvements Construction Administration and return one copy to us. A second copy of this letter is provided for this purpose. As requested, Conley Engineering, Inc. has begun working on the HMI programming due to the time-sensitive nature of this work, and we will only bill to the Management Reserve Fund when authorized by the City.

Thank you for the opportunity to provide these engineering services to the City. Please advise should you require any additional information.

Very truly yours,

GRAY & OSBORNE, INC.

John P. Wilson, P.E.

JPW/hhj Encl.

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



Mr. Jim Hodges April 5, 2013 Page 3

CITY OF CAMAS – PHASE 2B WASTEWATER TREATMENT FACILITY IMPROVEMENTS HMI PROGRAMMING AND MANAGEMENT RESERVE FUND AMENDMENT

I hereby authorize Gray & Osborne, Inc. to proceed with the engineering services for Phase 2B Wastewater Treatment Facility Improvements HMI Programming and Management Reserve Fund as described herein under the terms and conditions of our existing contract for Phase 2B WWTF Improvements Construction Administration dated May 17, 2011, and for a cost not to exceed \$118,440 which is specifically stated and further referenced herein. Use of the Management Reserve Fund (\$30,000) shall only be upon written authorization by the City.

Name (Print)	Title	
	(A)	
Signature	Date	

EXHIBIT A

SCOPE OF WORK

CITY OF CAMAS AMENDMENT TO PHASE 2B WASTEWATER TREATMENT FACILITY IMPROVEMENTS CONTRACT FOR HMI PROGRAMMING AND ADDITIONAL ENGINEERING SERVICES USING A MANAGEMENT RESERVE FUND April 2013

The services to be furnished by Gray & Osborne under this amendment include the necessary engineering tasks to provide additional programming of the human machine interface (HMI) control system and to provide construction administration services which are in addition to the scope of work described in the existing Contract Amendment for Phase 2B Wastewater Treatment Facility (WWTF) Improvements Design and Construction Administration Services dated May 17, 2011. The Phase 2B WWTF improvements include construction of Secondary Clarifier 3, two new effluent filters, a hydrogen sulfide scrubber system, and related mechanical, structural, and electrical improvements.

It is assumed that the City will continue to provide project management assistance and daily construction monitoring in addition to the tasks provided by Gray & Osborne per the terms of the existing agreement between Gray & Osborne and the City for Phase 2B WWTF Construction Management. The services to be furnished by Gray & Osborne for this amendment are more fully described below in the scope of work. The cost proposal for the Phase 2B WWTF Improvements HMI Programming and Management Reserve Fund is attached as Exhibit B.

PROPOSED SCOPE OF WORK

Task 1 – Program New Human Machine Interface (HMI) Application for WWTF Control System

- A. Meet with City WWTF operations staff to address concerns with the existing HMI system and provide clear understanding of any revisions required by the staff for the new system appearance and functionality.
- B. Create a new HMI application in Wonderware InTouch framework, without importing any of the existing HMI components in order to prevent the transmission of the instability of the current HMI. This work will require programming of a new tag database based upon the existing PLC programs, which are currently running at the WWTF, programming of an all new Wonderware InTouch 2012 application, programming of all new HMI screens (which will be created to look like the existing screens for

- operator comfort), configuration of the historical logging services, configuration of the alarm logging services, and installation of InTouch 2012 on the existing computer hardware.
- C. Install the new HMI application, when tested and completed, and test on site with plant operations staff assistance and supervision. Provide follow-up assistance during the construction project duration.
- D. This work will be performed by Gray & Osborne's subconsultant, Conley Engineering, Inc.

Task 2 – Management Reserve Fund – Phase 2B Wastewater Treatment Facility Improvements Construction Administration Services

Provide additional engineering services, on an as-needed basis, during construction to support the City's inspector, only when approved and authorized by the City. It is assumed that authorization by the City will be written, which may be e-mail notification. These additional services may include special inspections, meetings, consultations, designs, and reviews that were not anticipated at the time of preparation of the original contract. Also, these services may include temporary on-site inspection by Gray & Osborne personnel during periods when the City's inspector is not available.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas - Phase 2B WWTF Improvements HMI Programming and Management Reserve Fund

Tasks	Principal Hours		Project Mgr. Hours
1 HMI Programming Review/Assistance	2		40
Hour Estimate:	2	ļ	40
Estimated Hourly Rates:	\$56		\$46
Direct Labor Cost	\$112		\$1,840
Subtotal Direct Labor: Indirect Costs (171%): Total Labor Cost: Fee (15%): Subtotal Labor & Fees: Subconsultant: HMI Programming (Conley Engineering) Subconsultant Overhead (10%)		\$ \$ \$ \$ \$ \$ \$ \$ \$	1,952 3,338 5,290 793 6,083 74,870 7,487
Management Reserve Fund		ъ \$	30,000
TOTAL ESTIMATED COST:			118,440

CONTRACT

THIS AGREEMENT, made and entered into this	day of,
20, between the City of Camas under and by v	irtue of Title 35 RCW (cities and
towns), as amended	
And,	, hereinafter called the
Contractor.	
WITNESSETH:	

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for 2013 Chemical Purchase and Service, City of Camas Project No. WS-724 (2013), in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas.

- II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.
- III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to <u>RCW 4.24.115</u>, then in the event of liability for damages arising out of bodily

injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- V. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.
- VI. The Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective June 6, 2013.
- VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.
- VIII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor	, 20
	Contractor

Executed by the Loca	ıl Agency	, 20
	Mayor of the City of Camas	
Approved as to Form	City of Camas Attorney	

PAY ESTIMATE: ONE - FINAL Intermountain Slurry Seal Inc. CITY OF CAMAS PROJECT NO. S-552 () PAY PERIOD: August 13, 2011 - August 19, 2011 P.O. Box 60000 Project Name: 2011 Camas Pavement Project San Francisco, CA 94160-3504 (360) 253-0147 Phone NE 3rd Avenue Original Contract Amount: \$118,096.56 (360) 253-0150 Fax NW Lake Rd ITEM DESCRIPTION UNIT ORIGINAL CONTRACT QUANTITY TOTAL QUANTITY TOTAL QUANTITY TOTAL UNIT NO. QUANTITY PRICE TOTAL **PREVIOUS PREVIOUS** THIS EST. THIS EST. TO DATE TO DATE Base Bid Mobilization \$1,454,05 0.00 \$0.00 \$1,454,05 1.00 \$1,454.05 1.00 \$1,454.05 1.00 Flaggers and Spotters/Traffic Control HR \$50.77 248.75 \$12,629.04 0.00 \$0.00 248.75 \$12,629.04 248.75 \$12,629.04 3 Type 2 Slurry Seaf SY. 41163.00 \$1.05 \$43,221.15 0.00 \$0.00 41,163.00 \$43,221.15 41163.00 \$43,221,15 Type 3 Slurry Seal SY 4 23747,00 \$2.56 \$60,792,32 0.00 \$0,00 \$60,792,32 23,747,00 23747.00 \$60,792,32 Street Subtotal \$118,096.56 \$0.00 \$118,096,56 \$118,096,56 ORIGINAL CONTRACT TOTAL TOTAL TOTAL TOTAL PREVIOUS THIS EST. TO DATE SUBTOTALS \$118,096.56 \$0.00 \$118,096.56 \$118,096,56 CHANGE ORDERS TO DATE \$0.00 \$0.00 \$0.00 \$0.00 SUBTOTAL \$118,096.56 \$0.00 \$118,096.56 \$118,096.56 TOTAL CONTRACT \$118,096.56 \$0.00 \$118,096.56 \$118,096,56 LESS 5% RETAINAGE \$5,904.83 \$0,00 \$5,904.83 \$5,904,83 TOTAL LESS RETAIN. \$112,191.73 \$0.00 \$112,191.73 \$112,191,73 STREET ACCT, NUMBER: 112-59-595-308-65 THIS PAY EST, LESS RETAINAGE = \$112,191.73

9/14/4

CITY OF CAMAS PAY ESTIMATE: ONE Green Tree Landscaping, Inc. PROJECT NO. SS-578 PAY PERIOD: May 20, 2013 1157 3rd Avenue, Suite 220 Longview, WA 98632 DESCRIPTION: 2013 NW Lake Road WORK PERIOD: April, 2013 Invasive Species Removal (Work Period-Bid Item #2 - 1st Maintenance) Original Contract Total: \$9,600.00 360.880.8733 (Does Not Include Sales Tax) ITEM DESCRIPTION UNIT ORIGINAL UNIT CONTRACT QUANTITY TOTAL QUANTITY TOTAL QUANTITY TOTAL **PREVIOUS PREVIOUS** THIS EST. THIS EST. TO DATE TO DATE NO. QUANTITY PRICE TOTAL Mobilization LS 1.00 \$1,000.00 \$1,000.00 0.00 \$0.00 0.25 \$250.00 0.25 \$250.00 1 Invasive Species Removal (April) LS 2 1.00 \$5,000.00 \$5,000,00 0.00 \$0.00 1.00 \$5,000.00 1.00 \$5,000,00 Invasive Species Removal (June) LS \$1,200.00 0.00 \$0.00 3 1.00 \$1,200.00 0.00 \$0.00 0.00 \$0.00 4 Invasive Species Removal (August) LS 1.00 \$1,200.00 \$1,200.00 0.00 \$0,00 0.00 \$0.00 0.00 \$0.00 Invasive Species Removal (October) LS 1.00 \$1,200.00 \$1,200.00 0.00 0,00 5 \$0.00 0,00 \$0.00 \$0.00 Subtotal \$9,600.00 \$0.00 \$5,250.00 \$5,250.00 Change Orders 1 \$0.00 \$0.00 \$0.00 **ORIGINAL** TOTAL CONTRACT TOTAL TOTAL TOTAL **PREVIOUS** THIS EST. TO DATE ORIGINAL CONTRACT TOTAL \$9,600.00 \$0.00 \$5,250.00 \$5,250.00 CHANGE ORDERS TO DATE \$0.00 \$0.00 \$0.00 SUBTOTAL \$0.00 \$5,250.00 \$5,250.00 \$9,600.00 **SALES TAX (8.4%)** \$806.40 \$0.00 \$441.00 \$441.00 TOTAL CONTRACT \$10,406.40 \$0.00 \$5,691.00 \$5,691.00 **RETAINAGE WITHHOLDING 5%** (\$480.00) \$0.00 (\$262.50) (\$262.50) TOTAL LESS RETAINAGE \$9,926.40 \$0.00 \$5,428.50 \$5,428.50 Account Number: 419-00-553-500-48 \$5,428.50 Jacqueline Massey, 5/8/13

> RFO ENTERED 18 5/14/13



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

Joan Durgin M Aug, L Jate 125/

PROJ	ECT NO. P-883			Engineer's	Estimate	Town & Country	Fence Co. of OR
			F	\$49,		P.O. Box 443	
DESCR	IPTION: Camas Police Facility		1	¥ .0,		Clackamas, OR 9	7015
	Fencing & Security Gate		Entered by				
DATEC	F BID OPENING: April 29, 2013 at 3:00 p	s.m.	aca			503,655,2055	
						T	
ITEM	DESCRIPTION	UNIT	QTY	UNIT	ENGRG	UNIT	CONTRACT
NO				PRICE	TOTAL	PRICE	TOTAL
1	Mobilization	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
2	Chain Link Fence, 6-ft., Black Vinyl Coated	LF	350	\$56.19	\$19,666.50	\$29.80	\$10,430.00
	4-ft Keyed Lock Single Swing, Security Gate,						
3	Black Vinyl Coated, 6-ft high	EA	ì	\$500.00	\$500.00	\$1,471.00	\$1,471.00
	24-ft Electronic Single Slide, Security Gate,						
4	Black Vinyl Coated, 6-ft high	£Α	1	\$2,500.00	\$2,500.00	\$3,664.00	\$3,664.00
	20-ft Electronic Single slide, Security Gate,						· · · · · · · · · · · · · · · · · · ·
5	Black Vinyl Caoated, 6-ft high	EA	1	\$2,000.00	\$2,000.00	\$3,339.00	\$3,339.00
6	Electronic Gate Openers	EΑ	2	\$3,000.00	\$6,000.00	\$2,813.00	\$5,626.00
7	Concrete Mounting Pad For Openers	EΑ	2	\$250.00	\$500.00	\$422.00	\$844.00
8	Receiver	EΑ	2	\$250.00	\$500.00	\$88.00	\$176.00
9	Vehicle Presence Loops	EΑ	2	\$500.00	\$1,000.00	\$1,443.00	\$2,886.00
10	Emergency Vehicle Access Equipment	LS	1	\$500.00	\$500.00	\$1,023.00	\$1,023.00
	Gooseneck Mounting Pedestal-Set on						
11	Concrete pad	EA	2	\$500.00	\$1,000.00	\$983.00	\$1,966.00
	Gate Edge Contact Sensors with Wireless						
12	Remotes	l.A	1	\$500.00	\$500.00	\$1,882.00	\$1,882.00
13	Infared Photo Cell	LS	1	\$500.00	\$500.00	\$1,084.00	\$1,084.00
14	Electrical Installation and Underground Work	LS	1	\$8,493.50	\$8,493.50	\$28,879.00	\$28,879.00
	Separate 1" Conduit from existing security						
	panel to all gate controllers and access points						
	for future use to be left empty, capped with			Ì] [
15	pull strings	LS	1	\$1,000.00	\$1,000.00	\$2,016.00	\$2,016.00
			Subtotal		\$45,660.00		\$66,286.00
		8.4	% Sales Tax	_	\$3,835.44	_	\$5,568.02
			Totai	_	\$49,495.44	•	\$71,854.02
		CONTRA	CT TOTAL		\$49,495.44	•	\$71,854.02

PROJE	F CAMAS CT NO. WS-720A FEP/STEF Tank Pumping		PAY ESTIMATE: PAY PERIOD:	ONE 4/1/13 Through 4	/30/13		AAA Septic Servi PO Box 1668 Brush Prairie, WA (360) 687-8960				
			ORIGINAL CONT	RACT AMOUNT:	\$51,967.77						
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
SANITA	RY SEWER										
1	Commercial STEP & STEF Tank Pumping	1000 GAL	30.00	\$96.85	\$2,905.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
2	Residential STEP & STEF Tank Pumping	EA	465.00	\$96.85	\$45,035.25	0.00	\$0.00	74.00	\$7,166,90	74.00	\$7,166.90
<u> </u>	SUBTOTAL: Sanitary Sales Tax (8.4%): Total:	<u> </u>			\$47,940.75 \$4,027.02 \$51,967.77		\$0.00 \$0.00 \$0.00	[\$7,166.90 \$602.02 \$7,768.92	<u> </u>	\$7,166.90 \$602.02 \$7,768.92
	ADDITIO S SALE TOTA LESS 8	NS / DE UBTOTA S TAX (L CONT	8.4%) RACT NNAGE		TOTAL \$47,940.75 \$0.00 \$47,940.75 \$4,027.02 \$51,967.77		PREVIOUS \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00		THIS EST. \$7,166.90 \$0.00 \$7,166.90 \$602.02 \$7,768.92 (\$358.35) \$7,410.57		TO DATE \$7,166.90 \$0.00 \$7,166.90 \$602.02 \$7,768.92 (\$358.35) \$7,410.57
SAN. AC	CT. NUMBER: 424.00.535.811.48	SAN. TH	IIS PAYEST:	\$7,410.57							
F.I. S	teue Durspek 5/13 Engineer	3/13 Date	. S	Own Contractor	1 Wal	10,01,5/1 Date(1,5/1	13/13 .	Project Manager	or Hodge	t	13/13 Date

RFO ENTERED \$ 5 13 13

CITY OF CAMAS CLARK COUNTY WASHINGTON

PROJECT: CITY OF CAMAS CAMAS WWTF IMPROVEMENTS PHASE 2 G&O JOB NUMBER #07511 CITY OF CAMAS PROJECT NUMBER #WS-656



NOV 26 2012

PROGRESS ESTIMATE PERIOD AUGUST 31, 2012 TO NOVEMBER 7, 2012

CONTRACTOR: MCCLURE & SONS, INC. 15714 COUNTRY CLUB DRIVE MILL CREEK, WA 98012

RECEN	A Charles
/	QU

	RID	ITEMS	MS QUANTITIES PROJECT COSTS					
	171.0	1123710			TOTAL			PERCENT OF
				TOTAL	THIS	AMOUNT TO	AMOUNT	CONTRACT
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TO DATE	PERIOD	DATE	THIS PERIOD	QUANTITY
===		QUALITATIVE CONTRACTOR						
1	Bond and Insurance	1 LS	\$300,000.00	100.00%	0.00%	\$300,000.00	\$0.00	100%
2	Mobilization	ILS	\$150,000.00	100.00%	0.00%	\$150,000.00	\$0.00	100%
3	General Requirements	1 LS	\$200,000.00	100.00%	0.00%	\$200,000.00	\$0.00	100%
4	Surveying	1 LS	\$10,000.00	100.00%	0.00%	\$10,000.00	\$0.00	100%
5	Material Testing	1 LS	\$25,000.00	100.00%	0.00%	\$25,000.00	\$0.00	100%
6	Demolition	1 LS	\$98,000.00	100.00%	0.00%	\$98,000.00	\$0.00	100%
7	Earthwork and Gravels	1 LS	\$502,000.00	100.00%	0.55%	\$502,000.00	\$2,780.00	100%
8	Site Piping	1 LS	\$402,000.00	100.00%	0.00%	\$402,000.00	\$0.00	100%
9	Earthwork (Paving)	1 LS	\$32,000.00	100.00%	0.00%	\$32,000.00	\$0.00	100%
10	Fencing	1 LS	\$16,000.00	100.00%	0.00%	\$16,000.00	\$0.00	100%
11	Landscape	1 LS	\$26,000.00	100.00%	15.00%	\$26,000.00	\$3,900.00	100%
12	Outfall Work	1 LS	\$24,000.00	100.00%	0.00%	\$24,000.00	\$0.00	100%
13	Concrete (Concrete)	1 LS	\$865,000.00	100.00%	0.00%	\$865,000.00	\$0.00	100%
14	Concrete (Rebar-Supply)	1 LS	\$108,000.00	100.00%	0.00%	\$108,000.00	\$0.00	100%
15	Concrete (Rebar-Install)	1 LS	\$72,000.00	100.00%	0.00%	\$72,000.00	\$0.00	100%
16	Masonry	1 LS	\$153,000.00	100.00%	0.00%	\$153,000.00	\$0.00	100%
17	Metals	1 LS	\$192,000.00	100.00%	0.00%	\$192,000.00	\$0.00	100%
18	Wood and Plastics	1 LS	\$13,000.00	100.00%	0.00%	\$13,000.00	\$0.00	100%
19	Thermal and Moisture		• •	\ \ \ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		}	1	
17	Protection	1 LS	\$152,000.00	100.00%	0.00%	\$152,000.00	\$0.00	100%
20	Doors and Windows	1 LS	\$81,000.00	100.00%	0.00%	\$81,000.00	\$0.00	100%
21	Finishes	1 LS	\$162,003.00	100.00%	0.00%	\$162,003.01	\$0.00	100%
22	Safety Equipment	1 LS	\$848.00	100.00%	0.00%	\$848.00	\$0.00	100%
23	Equipment	1 LS	\$2,686,000.00	100.00%	0.00%	\$2,686,000.00	\$0.00	100%
24	Special Construction	1 LS	\$215,000.00	100.00%	0.00%	\$215,000.00	\$0.00	100%
25	Hoists and Trolley	1 LS	\$25,000.00	100.00%	0.00%	\$25,000.00	\$0.00	100%
26	Mechanical (Process Pipe)	1 LS	\$697,000.00	100.00%	0.00%	\$697,000.00	\$0.00	100%
27	Mechanical (Plumbing)	1 LS	\$87,000.00	100.00%	0.00%	\$87,000.00	\$0.00	100%
28	Mechanical (HVAC)	1 LS	\$364,000.00	100.00%	0.00%	\$364,000.00	\$0.00	100%
29	Mechanical (Biofilter)	1 LS	\$89,000.00	100.00%	0.00%	\$89,000.00	\$0.00	100%
30	Electrical (Incl. I&C in							
50	Division 13)	1 LS	\$1,405,997.00	100.00%	0.00%	\$1,405,997.00	\$0.00	100%
31	Startup and Process Testing	I LS	\$25,000.00	100.00%	0.00%	\$25,000.00	\$0.00	1
32	MSI As-Builts and O&Ms	1 LS	\$25,000.00	100.00%	0.00%	\$25,000.00	\$0.00	100%
33	Sub As-Builts and O&Ms	1 LS	\$25,000.00	100.00%	10.20%	\$25,000.00	\$2,550.00	100%
34	MSI Demobilization	1 LS	\$50,000.00	100.00%	15.00%	\$50,000.00	\$7,500.00	
35	Biosolids Drying System	1 LS	\$1,672,605.00	100.00%	0.00%	\$1,672,605.00	\$0.00	100%
36	Trench Safety System	1 LS	\$50,000.00	100.00%	0.00%	\$50,000.00	\$0.00	1
37	Dewatering	1 LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	1
38	Unsujtable Excavation	500 CY	\$50.00	0	0	\$0.00	\$0.00	0%

CITY OF CAMAS CLARK COUNTY WASHINGTON PROGRESS ESTIMATE PERIOD AUGUST 31, 2012 TO NOVEMBER 7, 2012

PROJECT:
CITY OF CAMAS
CAMAS WWTF IMPROVEMENTS PHASE 2
G&O JOB NUMBER #07511
CITY OF CAMAS PROJECT NUMBER #WS-656

CONTRACTOR: MCCLURE & SONS, INC. 15714 COUNTRY CLUB DRIVE MILL CREEK, WA 98012

	BID ITEMS		QUAN	TITIES	PROJEC'	PERCENT	
NO. DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	OF CONTRACT QUANTITY
CHANGE ORDERS:							
CO1	1 LS	\$63,337.00	100.00%	0.00%	\$63,337.00	\$0.00	100%
CO2	1 LS	\$46,256.00	100.00%	0.00%	\$46,256.00	\$0.00	100%
CO3	1 LS	\$36,237.00	100.00%	0.00%	\$36,237.00	\$0.00	100%
CO4	1 LS	\$48,466.00	100.00%	0.00%	\$48,466.00	\$0.00	100%
CO5	1 LS	\$86,313.00	100.00%	0.00%	\$86,313.00	\$0.00	100%
CO6	1 LS	\$99,339.00	100.00%	0.00%	\$99,339.00	\$0.00	100%
CO7	1 LS	\$131,267.00	100.00%	100.00%	\$131,267.00	\$131,267,00	100%

		PROJECT COSTS		
	•	AMOUNT TO	AMOUNT	
		DATE	THIS PERIOD	
TOTAL EARNED TO DATE		\$11,531,668,00	\$147,997.00	
SALES TAX (March 12, 2012 to April 12, 2012	8.20%	\$895,734.60	\$0.00	
SALES TAX (April 12, 2012 to Date)	8.40%	\$51,078.33	\$12,431.75	
TOTAL WITH SALES TAX		\$12,478,480.93	\$160,428.75	
CONTRACTOR HAS RETAINAGE BOND				

TOTAL EARNED TO DATE LESS RETAINAGE

\$12,478,480.93

ORIGINAL CONTRACT AMOUNT	\$11,045,453.00
CONTRACT AMOUNT WITH CHANGE ORDERS (1-7)	\$11,556,668.00
CONTRACT PERCENTAGE TO DATE	100%

PROGRESS ESTIMATE NO. 1	\$324,600.00
PROGRESS ESTIMATE NO. 2	\$132,869.60
PROGRESS ESTIMATE NO. 3	\$378,878.53
PROGRESS ESTIMATE NO. 4	\$457,204.51
PROGRESS ESTIMATE NO. 5	\$504,044.61
PROGRESS ESTIMATE NO. 6	\$1,634,976.28
PROGRESS ESTIMATE NO. 7	\$531,343.27
PROGRESS ESTIMATE NO. 8	\$1,245,292.61
PROGRESS ESTIMATE NO. 9	\$868,583.24
PROGRESS ESTIMATE NO. 10	\$679,192.50
PROGRESS ESTIMATE NO. 11	\$564,870.37
PROGRESS ESTIMATE NO. 12	\$443,272.73
PROGRESS ESTIMATE NO. 13	\$529,429.48
PROGRESS ESTIMATE NO. 14	\$609,224.43
PROGRESS ESTIMATE NO. 15	\$393,448.14
PROGRESS ESTIMATE NO. 16	\$125,426,74
PROGRESS ESTIMATE NO. 17	\$322,852.03
PROGRESS ESTIMATE NO. 18	\$606,478.74
PROGRESS ESTIMATE NO. 19	\$256,460.44

CITY OF CAMAS CLARK COUNTY WASHINGTON

PROJECT:
CITY OF CAMAS
CAMAS WWTF IMPROVEMENTS PHASE 2
G&O JOB NUMBER #07511
CITY OF CAMAS PROJECT NUMBER #WS-656

PROGRESS ESTIMATE PERIOD AUGUST 31, 2012 TO NOVEMBER 7, 2012

425-00-594-350-65

CONTRACTOR: MCCLURE & SONS, INC. 15714 COUNTRY CLUB DRIVE MILL CREEK, WA 98012

	PROJECT COSTS
	AMOUNT TO AMOUNT
	DATE THIS PERIOD
PROGRESS ESTIMATE NO. 20	\$430,322.50
PROGRESS ESTIMATE NO. 21	\$296,004.29
PROGRESS ESTIMATE NO. 22	第162,153.35
PROGRESS ESTIMATE NO. 23	\$147,498.15
PROGRESS ESTIMATE NO. 24	\$93,634.61
PROGRESS ESTIMATE NO. 25	\$81,266.09
PROGRESS ESTIMATE NO. 26	\$64,687.57
PROGRESS ESTIMATE NO. 27	\$177,340.07
PROGRESS ESTIMATE NO. 28	\$126,804.83
PROGRESS ESTIMATE NO. 29	\$91,175.78
PROGRESS ESTIMATE NO. 30	\$38,716.69
TOTAL THIS PAY REQUEST	\$160,428.75

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT. I HEREBY CERTIFY THAT THE PREVAILING WAGES HAVE BEEN PAID IN ACCORDANCE WITH DAVIS-BACON ACT WAGE RULES AND RCW 39.12.

GRAY & OSBORNE, INC.

MCCLURE & SONS, INC.

CITY OF CAMAS

CITY OF CAMAS CLARK COUNTY WASHINGTON

PROGRESS ESTIMATE PERIOD AUGUST 31, 2012 TO NOVEMBER 7, 2012

PROJECT: CITY OF CAMAS CAMAS WWTF IMPROVEMENTS PHASE 2 G&O JOB NUMBER #07511 CITY OF CAMAS PROJECT NUMBER #WS-656 CONTRACTOR: MCCLURE & SONS, INC. 15714 COUNTRY CLUB DRIVE MILL CREEK, WA 98012

SUMMARY AND DISTRIBUTION OF PAYMENTS SEWER ACCOUNT: 425-00-594-350-65 PAY TOTAL SALES EST PROGRESS ESTIMATE EARNED PER TAX SALES TAX RETAINAGE	TOTAL PAYMENT
PAY TOTAL SALES EST PROGRESS ESTIMATE EARNED PER TAX SALES TAX RETAINAGE	PAYMENT
EST PROGRESS ESTIMATE EARNED PER TAX SALES TAX RETAINAGE	PAYMENT
	PAYMENT
NO. PERIOD DATES PERIOD RATE AMOUNT (5%)	
1. MARCH 12, 2010 TO APRIL 9, 2010 \$300,000.00 8.20% \$24,600.00 \$0.00	\$324,600.00
2. APRIL 10, 2010 TO APRIL 23, 2010 \$122,800.00 8.20% \$10,069.60 \$0.00	\$132,869.60
3. APRIL 24, 2010 TO MAY 28, 2010 \$350,165.00 8.20% \$28,713.53 \$0.00	\$378,878.53
4. MAY 29, 2010 TO JUNE 21, 2010 \$422,555.00 8.20% \$34,649.51 \$0.00	\$457,204.51
5. JUNE 22, 2010 TO JULY 21, 2010 \$465,845.30 8.20% \$38,199.31 \$0.00	\$504,044.61
6. JULY 22, 2010 TO AUGUST 27, 2010 \$1,511,068.65 8.20% \$123,907.63 \$0.00	\$1,634,976.28
7. AUGUST 28, 2010 TO SEPTEMBER 24, 2010 \$491,075.11 8.20% \$40,268.16 \$0.00	\$531,343.27
8. SEPTEMBER 25, 2010 TO OCTOBER 22, 2010 \$1,150,917.38 8.20% \$94,375.23 \$0.00	\$1,245,292.61
9. OCTOBER 23, 2010 TO NOVEMBER 19, 2010 \$802,757.15 8.20% \$65,826.09 \$0.00	\$868,583.24
10. NOVEMBER 20, 2010 TO DECEMBER 24, 2010 \$627,719.50 8.20% \$51,473.00 \$0.00	\$679,192.50
11. DECEMBER 25, 2010 TO JANUARY 28, 2011 \$522,061.34 8.20% \$42,809.03 \$0.00	\$564,870.37
12. JANUARY 29, 2011 TO FEBRUARY 22, 2011 \$409,679.05 8.20% \$33,593.68 \$0.00	\$443,272.73
13. FEBRUARY 23, 2011 TO MARCH 25, 2011 \$489,306.36 8.20% \$40,123.12 \$0.00	\$529,429.48
14. MARCH 26, 2011 TO APRIL 20, 2011 \$563,054.00 8.20% \$46,170.43 \$0.00	\$609,224.43
15. APRIL 21, 2011 TO MAY 27, 2011 \$363,630.44 8.20% \$29,817.70 \$0.00	\$393,448.14
16. MAY 28, 2011 TO JUNE 24, 2011 \$115,921.20 8.20% \$9,505.54 \$0.00	\$125,426.74
17. JUNE 25, 2011 TO JULY 22, 2011 \$298,384.50 8.20% \$24,467.53 \$0.00	\$322,852.03
18. JULY 23, 2011 TO AUGUST 26, 2011 \$560,516.40 8.20% \$45,962.34 \$0.00	\$606,478.74
19. AUGUST 27, 2011 TO SEPTEMBER 23, 2011 \$237,024.44 8.20% \$19,436.00 \$0.00	\$256,460.44
20. SEPTEMBER 24, 2011 TO OCTOBER 28, 2011 \$397,710.26 8.20% \$32,612.24 \$0.00	\$430,322.50
21. OCTOBER 29, 2011 TO NOVEMBER 25, 2011 \$273,571.43 8.20% \$22,432.86 \$0.00	\$296,004.29
22. NOVEMBER 26, 2011 TO DECEMBER 22, 2011 \$136,319.92 8.20% \$11,178.23 \$0.00	\$147,498.15
23. DECEMBER 23, 2011 TO JANUARY 26, 2012 \$86,538.46 8.20% \$7,096.15 \$0.00	\$93,634.61
24. JANUARY 27, 2012 TO FEBRUARY 24, 2012 \$149,864.46 8.20% \$12,288.89 \$0.00	\$162,153.35
25. FEBRUARY 25, 2012 TO MARCH 22, 2012 \$75,107.29 8.20% \$6,158.80 \$0.00	\$81,266.09
26. MARCH 23, 2012 TO APRIL 27, 2012 \$59,674.88 8.40% \$5,012.69 \$0.00	\$64,687.57
27. APRIL 28, 2012 TO MAY 25, 2012 \$163,597.85 8.40% \$13,742.22 \$0.00	\$177,340.07
28. MAY 26, 2012 TO JUNE 21, 2012 \$116,978.63 8.40% \$9,826.20 \$0.00	
29. JUNE 22, 2012 TO JULY 27, 2012 \$84,110.50 8.40% \$7,065.28 \$0.00	\$91,175.78
30. JULY 28, 2012 TO AUGUST 30, 2012 \$35,716.50 8.40% \$3,000.19 \$0.00	\$38,716.69
31. AUGUST 31, 2012 TO NOVEMBER 7, 2012 \$147,997.00 8.40% \$12,431.75 \$0.00	\$160,428.75
TOTAL: \$11.531.668.00 \$946.812.93 \$0.00	\$12,478,480,93

TOTAL: \$11,531,668.00 \$946,812.93 \$0.00 \$12,478,480.93



~WORLD ELDER ABUSE AWARENESS DAY~ **PROCLAMATION**

WHEREAS, Camas' seniors are valued members of society and it is our collective responsibility to ensure they live safely and with dignity; and

WHEREAS, abuse of older people is a tragedy inflicted on vulnerable seniors and an ever-increasing problem in today's society that crosses all socio-economic boundaries; and

WHEREAS, combating abuse of seniors and vulnerable adults will help improve the quality of life for all seniors across this country and will allow seniors and vulnerable adults to continue to live as independently as possible and contribute to the life and vibrancy of the City of Camas; and

WHEREAS, Camas' seniors and vulnerable adults are guaranteed that they will be treated with respect and dignity to enable them to continue to serve as leaders, mentors, volunteers and important and active members of this community; and

WHEREAS, we are all responsible for building safer communities for Camas' seniors; and

WHEREAS, the well-being of Camas' seniors is in the interest of all and further adds to the well-being of our community.

THEREFORE, I, Mayor Higgins, Mayor of the City of Camas, do hereby proclaim June 15, 2013, as Elder Abuse Awareness Day and encourage all Camas residents to recognize and celebrate the accomplishments of Camas' seniors.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 20th day of May, 2013.

Scott Higgins, Mayor

RESOLUTION NO. [2]ひ

A RESOLUTION adopting a revised salary schedule for the position of Finance Director.

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

I

The salary schedule for the Finance Director shall be as follows:

	1	2	3	4	5	6	7
Finance Director	7672	7902	8139	8384	8636	8896	9161

II

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

PASSED BY THE COUN	CIL and APPROVED BY THE MAYOR this day of
May, 2013.	
	SIGNED:
	Mayor
	ATTEST:
	Clerk
APPROVED as to form:	
C'A. A. A. A	
City Attorney	

AGREEMENT

by and between

CITY OF CAMAS

and

CAMAS POLICE OFFICERS' ASSOCIATION

January 1, 2013 - December 31, 2013

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AGREEMENT BETWEEN CITY OF CAMAS And CAMAS POLICE OFFICERS ASSOCIATION

THIS AGREEMENT is made and entered into this 14th day of May, 2013, by and between the City of Camas, hereinafter referred to as the "Employer," and the Camas Police Officers Association, hereinafter referred to as the "Association."

PREAMBLE

WHEREAS, it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the Camas City government, together with promoting efficiency, productive initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well being, and security of the parties involved, and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 - RECOGNITION

The Employer agrees to recognize the Association as the sole collective bargaining agent for all regular full time, regular part time and provisional part time employees of the Police Department in the following classifications:

Police Sergeant Corporal Police Officer

ARTICLE 2 - ASSOCIATION SECURITY

- 2.1 The Employer agrees that all employees covered under this agreement who have been in the employment of the Employer for thirty (30) days or more, shall become and remain members of the Association in good standing.
- 2.2 The Employer further agrees that all new employees hired subsequent to the date of signing of this agreement shall, as a condition of employment, after thirty (30) days of employment, become and remain members of the Association in good standing.
- 2.3 In the event an employee member of the Association as defined in Article I of this agreement who joins the Association fails to maintain his membership in the Association in good standing, therein by regular payment of dues, the

Association will notify the Employer, in writing, of such employee's delinquency. The Employer agrees to advise the employee that his employment status with the Employer is in jeopardy, and that failure to meet his membership obligation will result in termination of employment within five (5) days.

- 2.4 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act. Nothing in this Agreement shall deprive employees covered by this Agreement the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.
- 2.6 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The employee shall have the freedom of option to have their dues deducted, or not to have them deducted, by signing an authorization card to that effect, copies of which shall be given to the Employer and the Association for certification purposes.
- 3.3 Authorization forms shall be signed by each employee wishing to have dues deducted.

ARTICLE 4 - WORK SCHEDULE

4.1 The normal work day for Patrol Officers and Sergeants shall consist of the "5/4" work schedule: a work day shall consist of a ten and six-tenths (10.6) hour work day including time for lunch. The normal Assigned work week shall be five consecutive work days followed by four days of rest, five consecutive work days followed by four days of rest and five consecutive work

days followed by five days of rest. The work week shall not exceed fifty-three (53) hours except as provided below.

- 4.2 The normal workday for Detectives will consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch. The Normal assigned work week shall be four (4) consecutive days of works followed by three consecutive days of rest, not to exceed forty (40) hours except as provided below.
- 4.3 The normal work day for the Administrative Sergeant will consist of eight (8) consecutive hours including time for lunch. The normal assigned work week shall be five (5) consecutive days, followed by two (2) days of rest, not to exceed forty (40) hours except as provided below, provided that the Administrative Sergeant may work the "4/10" work schedule as described in Section 4.2 above.
- 4.3 The parties may, upon mutual consent, meet and discuss alternative work shifts.
- 4.4 There shall be three patrol schedules in a calendar year in blocks of four months each:
 - Schedule "1" is from January through April;
 - Schedule "2" is from May through August;
 - · Schedule "3" is from September through December.

Prior to December 1st of each year, all patrol employees will bid first for squad / shift assignment for the succeeding year. These bids will be based on seniority, with the provisions that squad assignment will last for the entire year. Employees will be allowed to work the same shift assignment for three consecutive periods, subject to availability. Employees will then bid for vacation within each squad as defined by the current labor agreement.

Probationary employees will not be eligible for bidding, including those persons whose probation ends at any time during the succeeding year. Probationary employees will be scheduled by management and may be assigned and rotated to any shift schedule.

The Association recognizes that employee performance is of concern to management. As such, management retains the right to move an employee to a different squad and/or shift when it has reasonable cause to do so for training, supervision, and/or employee development. In such cases where another employee is displaced, this move will affect the least senior employee whenever possible.

The Association also recognizes that with current staffing levels it is necessary to move employees to different shifts to facilitate vacation coverage, training, and

other time off. Under the 5/4 work schedule this movement will be confined within the same squad as the person taking the time off, and such moves shall be made so as to minimize the change in shift starting times.

Both parties acknowledge that a balance of experience on the respective squads can be critical to the Police Department's overall efficiency. It is agreed that management, after reviewing the bids, has the right to make adjustments to the squad staffing, by reverse seniority, to achieve experiential balance.

The above applies except in the following cases, for which management retains full authority and rights for assignment:

- Special assignments (which currently includes, but is not limited to, detectives, SRO, crime prevention);
- Hardships to any officer;
- During times of emergency (as defined in section 30.6 of the current labor agreement).

If, at any time during the year, an employee is moved from a non-patrol assignment, then that person shall be assigned to the squad/shift vacated by his/her replacement for the remainder of that year.

If it is necessary for management to adjust the shift staffing levels or fill long term vacancies, other than those created by regular time off or reassignment of an employee, management shall fill those vacancies as follows:

- Management shall ask for volunteers to fill the vacancies and award same based on seniority, except as noted above with regard to time limits for working the same shift and the status of probationary employees;
- If volunteers are not available, management shall make the changes it deems necessary to assure adequate coverage for all shifts. In making such changes, management shall affect the least senior employee(s) whenever possible.

Employees may be allowed to voluntarily exchange shift assignments up to one work week during any one scheduling period, as long as overtime is not incurred by the affected employees and subject to the approval of a supervisor. Employees may be allowed to exchange shift assignments for longer periods of time as determined by and subject to approval of the Chief of Police or his/her designee.

4.5 Two (2) rest periods of fifteen (15) minutes each shall be allowed employees when conditions permit.

ARTICLE 5 - OVERTIME

5.1 Overtime shall be defined as all hours worked outside of an employee's regularly scheduled shift, with permission of the supervisor. There shall be no pyramiding of overtime. Overtime compensation can only be received when the employee is not in another form of paid status

As an example, while on vacation and called back into work an employee cannot be paid for both vacation + overtime. In this situation, the employee would receive overtime for all hours worked but would not charge/utilize vacation hours for the same time period. Also, while on paid Labor and Industries leave, an employee cannot put in for overtime for going to court.

- 5.2 The overtime rate of pay is one and one-half (1.5) times the regular rate of pay as defined by the Fair Labor Standards Act.
- 5.3 Employees called back to work on a scheduled work day or to appear in court shall be compensated at a minimum of two (2) hours at the overtime rate of pay for each call back, in addition to overtime pay for actual time/hours worked.

"Call Back" shall mean that an employee is required to physically return to work outside their regular scheduled work hours and that the employee was unaware of the work assignment at the end of his/her previous shift.

Also for purposes of this section "outside of an employee's regular work hours" means the employee's scheduled days off, any paid leave which has been pre-approved and also means the time when an employee has left work on a regularly scheduled work day to the time the employee is due to return to work for his/her regularly scheduled shift.

- 5.4 Officers not notified of a cancellation of a scheduled court appearance within twelve (12) hours of the scheduled appearance shall receive three (3) hours of compensation at the overtime rate of pay. Officers are responsible for checking in with their supervisor on the case status no later than twenty-four (24) hours prior to the scheduled court date.
- 5.5 Employees who are required to standby shall receive compensating time off at one-half (0.5) time.
- Any employee may elect to accrue compensating time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of one hundred thirty (130) hours. Requests to utilize accrued compensatory time off of eight (8) hours or more shall be made to the Chief or his designee with three (3) days notice unless to do so would unduly disrupt the operations of the Department. Such requests shall be granted in accordance with the Fair Labor Standards Act.

- 5.7 Anytime an overtime slip is denied, the employee shall receive written notification of the denial.
- 5.8 An employee, with consent of the Employer in advance, may be allowed to "flex" their work day by leaving work prior to completion of the full normally scheduled work day and may return to work at a later time, on the same day, to complete their scheduled work shift. In limited situations, and with the approval of the Chief, Captain or designee, the employee may be allowed to complete their work shift on the following day. When this happens, no overtime compensation in any form will be paid to the employee. Provided, should the employee actually work more hours than they were regularly scheduled for, standard overtime rules would apply. Specifically, there is no "call back" penalty when an employee flexes their work shift. Flex time will only be allowed with advance approval and upon consent of the employee.
- 5.9 Sergeants Receiving Work Telephone Calls While Off Duty: A commissioned Sergeant who is called during non-working hours to perform official duties and who is not required to report to a work site shall be compensated for thirty (30) minutes of pay at the applicable overtime rate for all calls lasting five (5) minutes or longer. Additional telephone calls occurring within the same thirty (30) minute time frame shall not require additional compensation.

If the call results in the Sergeant reporting to the work site, Article 5.3 will apply and the employee is not eligible for the thirty (30) minutes of compensation outlined is this section, assuming the phone call occurred within 30 minutes of physical response.

- 5.10 Officers Receiving Work Telephone Calls While Off Duty: Officers who are called via telephone while off duty shall be compensated as follows:
 - Telephone call must be more than 5 minutes in duration.
 - Telephone call must have been directed by the Police Captain employee level or above.
 - Compensation will be fifteen (15) minutes of pay at the standard overtime rate (1 ½ times hourly rate).
 - This is not intended to compensate officer to officer or Sergeant to officer initiated phone calls.
- 5.11 Overtime opportunities for standard patrol overtime shall be offered to all eligible CPOA members based upon a <u>seniority schedule</u>, with those most senior being given preference. Overtime opportunities for approved extra duty overtime shall be offered to all eligible CPOA members based upon a <u>rotational schedule</u>. In both instances, there will be no preference given for rank, unless the opportunity is restricted to a supervisor.

An employee is not eligible for the provisions of this Article where work schedules, known commitments, or other policies and/or procedures would disqualify them from being able to work the opportunity. Certain CPOA

members in a probationary status may be restricted from these opportunities if in the opinion of the Chief, the probationary employee is not yet qualified to fill the opening.

CPOA will provide the City a list, in order of seniority, indicating a single telephone contact number at which the employee may be reached for the purpose of filling available overtime opportunities. This list may be updated by CPOA at any time, as needed. If the employee cannot be reached at the number provided, the Department shall not be required to try any other telephone number and may move on to the next person on the list. If no employees accept the overtime opportunity, the Department will mandate, in reverse order of seniority, the most junior member that is able to be contacted to take the overtime duty.

When multiple overtime opportunities are available, and are being filled at the same time, employees are limited to selecting one (1) date/time only until the complete seniority list or rotational list has been exhausted. The intent of this provision is to distribute the limited overtime opportunities as equitably as practical, between all members of CPOA.

Provided, at certain times the employer, for valid reasons of "business necessity" or "emergency" may elect to not follow these processes. Any overtime opportunity that is brought to the attention of the department with less than 48 hours to fill said opening shall be deemed to be an "emergency." In addition, certain overtime opportunities are restricted based upon a "business necessity" which means only certain individuals have the qualifications and skills needed for a specific assignment or function.

This provision will not apply to standard patrol overtime opportunities of three (3) hour blocks or less.

Should the employer fail to follow the above outlined process and end up skipping past a member or members who were eligible to work an overtime opportunity, the department shall be responsible to award the same amount of overtime to those affected, to be split equally. In no event will the penalty under this clause be more time than the original overtime that was wrongfully awarded. Overtime awarded to members under this article will be rounded up to the nearest quarter hour.

In the case mentioned above, the word "skipping" is defined as no attempt was made to contact the eligible member.

ARTICLE 6 - HOLIDAYS

6.1 All probationary police employees will be granted one hundred thirty-eight (138) hours of annual holiday time at the rate of eleven and one-half (11.5) hours per month. The monthly accrual rate will continue until January 1 of the year following their probationary period, at which time they will accrue

- one hundred thirty-eight (138) hours of holiday time under the provisions of 6.2. See accrual maximum in Article 7.1.
- 6.2 Members will be granted one hundred thirty-eight (138) hours of annual holiday time each year in lieu of holidays.
- 6.3 Employees can, at specified times during the year, buy back portions of their accrued holiday time in blocks of at least ten (10) hours. The Employee must notify Finance before the payroll cut-off date to receive holiday buy back in that pay period. The employee may buy holiday time any month except in December or January.
- 6.4 When an employee gives notice of separation from employment for any reason other than retirement or is on an unpaid leave of absence, the amount of holiday pay shall be prorated at the rate of eleven and one-half (11.5 hours) per month until the final date of separation. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday pay prior to separation, the accrual shall be determined on a prorated basis until the last day of the month of separation and any unearned accrual that has been paid shall be deducted from the final paycheck.
- 6.5 Each year, any holiday time not used by the end of the December pay period shall be added to the employee's vacation bank. See Article 7.1 for maximum annual carry over limits.

ARTICLE 7 - VACATIONS

7.1 Paid annual vacation shall be considered as regular employment with accrual beginning at the date of hire. No vacation accrual may be taken by new employees until the completion of six (6) months of service. The Chief may make exceptions on a case by case basis. Thereafter vacation accrual may be taken as earned according to the following schedule:

Years of Law Enforcement Service*	Hours per Year	Hours per Month
0 - 4yrs	96	8
5 - 9	144	12
10 - 14	168	14
15- 19	192	16
20 and over	240	20

^{*}Commissioned years of service only.

Maximum vacation hours to carry over: Accrued leave time (vacations, holidays) shall not exceed 400 hours on December 31.

7.2 All part time employees shall accrue vacation at the same rate as regular full time employees but in proportion to the number of hours worked.

- 7.3 <u>Vacation Bid Process</u>: Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their supervisor or department head, with certain restrictions listed below dealing with short notice time off requests.
 - First, the patrol sergeants bid their vacations. Once approved their vacations are posted on the upcoming year's schedule.
 - o Sergeants on the same squad are not allowed to take *pre-scheduled bid* vacations off at the same time. This would leave the squad without adequate supervision that period.
 - Next, bid sheets for patrol officers are posted for each side. Officers are allowed to bid for up to two weeks of vacation by seniority each round. There are three rounds of vacation bidding. The second and third rounds begin after the previous rounds have been posted to the schedule.
 - o No more than two members of a squad will be scheduled off at one time on *pre-scheduled bid vacations*.

Following the completion of the full week bid cycles, rounds 1, 2, and 3, patrol sergeants and patrol officers will be allowed to bid for partial weeks, or individual days off, in vacation bid rounds 4, 5, and 6. The order of selection will be made following the same criteria used for full week vacations, listed above. Each employee can request up to two such partial weeks or two individual days off, each round. A partial week is considered to be consecutively scheduled work days.

- Then, after the bidding process is complete and through the rest of the year, employees may bid for vacation slots on a 'first come, first served' basis.
 - o Supervisors should make certain the request form reflects date and time the request was made to avoid conflicts or challenges.
- Finally, additional vacation for a third person off may be requested but not approved until thirty (30) days prior to the requested date.
- Supervisors have the primary responsibility of assuring their squads have sufficient staffing. When considering a short term request for vacation or comp-time days off Supervisors should consider impacts of particular events and or holidays when considering the request.
 - o Some examples include but are not limited to; Camas Days, Fourth of July, New Years Eve/Day, Halloween, Super Bowl Sunday, labor unrest/strikes, harsh weather events, disasters, etc... Overtime will only be used to backfill unanticipated or 'special circumstances' squad shortages.

The Chief and Captain will meet with the Sergeants prior to releasing the bid shift notice to discuss blackout dates. Both parties will work to minimize denial of leave requests through collaboration. However, the Chief has final discretion on staffing levels for all days.

This procedure is intended to provide acceptable guidelines for vacation bids. Exceptions to the procedure may be granted on approval of the Chief of Police or designee. Typically, exceptions will be considered on the basis of special, unusual or unexpected circumstances. In any case, approved exceptions to this procedure will not establish precedence for future application.

7.4 Employees shall receive all accrued vacation at the time of termination including that earned during the year of termination.

ARTICLE 8 - SICK LEAVE

- 8.1 Employees of the police department shall accrue sick leave at the rate of ten (10) hours per month with a maximum accrual of one thousand forty (1040) hours.
- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide proof of illness. Any employee who utilizes more than three (3) separate work days of sick leave either immediately prior to, or immediately following, their normal weekend (weekly days off) or holiday, may be required to provide a doctor's certificate for every subsequent sick hours taken during the remainder of that year.
- 8.3 Employees noted in 8.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse or minor child, or any person living in the immediate household, requiring the employee's attendance and/or care. Employees shall make reasonable attempts to schedule routine medical, dental and vision care appointments during their off-duty time so as to not impact department staffing levels. Emergency and last minute appointments shall be approved by the immediate supervisor, Captain, or Police Chief.

Sick leave may also be used for parents, including "step", who do not live in the employee's household, under circumstances defined as serious or extreme and/or life threatening.

- 8.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.5 Eight (8), ten (10) or ten point six (10.6) hours sick leave will be charged for each working day off duty, in accordance with the employees scheduled work hours for that day.

- 8.6 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours and has not used any sick leave during the previous twelve (12) consecutive calendar months, shall be eligible to cash out at straight time, thirty-three percent (33%) of all hours that would have been accrued over the maximum allowed.

If an employee has less than one thousand forty (1040) sick leave hours and does not use any sick leave during the previous twelve (12) consecutive calendar months, the employee shall have the option of accepting a one-time addition of twelve (12) hours of leave added to their vacation bank, or may opt for a one-time \$300 cash bonus.

The employee must contact payroll to receive this benefit. The request must be made within sixty (60) days of the occurrence (end of 12th month in which the incentive took place).

8.8 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out twenty-five (25%) percent of their sick leave balance at their current straight time rate.

8.9 Federal Family Medical Leave

Employees who work for the Employer for at least twelve (12) months, and have worked one thousand two hundred and fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

An "immediate family member" for purposes of Family Medical Leave is defined as an employee's spouse, child, parents, or any member of the immediate household. The Employer may expand the definition of immediate family under special circumstances. A "serious health condition" is an injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The Employer may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the Employer with at least thirty (30) days' notice if possible before taking such leave, or notify the Employer as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child or the serious health condition of the employee's spouse,

parents or children requiring in-patient care or continuing treatment, an employee is required to use all accrued unused compensatory or personal days and all accrued unused vacation leave. Before going on unpaid leave status for the serious health condition of the employee or the employee's minor child requiring in-patient or continuing treatment, an employee is required to use all unused sick leave, personal leave, compensatory leave, compensatory time off and vacation leave.

As required by law, the Employer shall maintain the employee's health benefits during the FMLA leave to a maximum of twelve (12) weeks. In the event an employee does not return to Employer employment after taking leave under this section, the Employer may recapture the cost of any health insurance premiums paid by the Employer during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the employee's former or equivalent position.

Washington State Family Leave

An employee is entitled to twelve (12) workweeks of family leave during any twenty-four month period to: (a) care for a newborn child or adopted child of the employee who is under the age of six at the time of placement for adoption, or, (b) care for a child under eighteen years old of the employee who has a terminal health condition, or (c) to care for the employee's registered domestic partner with a serious health condition. This twelve weeks allowed by Washington State Law (RCW 49.78) for leave is in addition to leave provided for pregnancy or childbirth.

Washington State Family Care Rules

Under this law, employees may use any accrued sick or other paid leave to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children eighteen (18) years and older with disabilities. (RCW 49.12.265)

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 A maximum of three (3) working days bereavement leave shall be allowed when there is a death in the employee's immediate family. "Immediate family" shall be defined as the employee's and spouse's children, domestic partner, parents, siblings, grandparents or grandchildren, or any member of the immediate household. Recognizing the need for family support, a maximum of two (2) days funeral or memorial service leave may be granted at the discretion of the department head to attend the funeral or memorial service of grandparents-in-law, aunts or uncles, and nieces or nephews of the first generation.
- 9.2 Bereavement leave of more than three (3) working days may be taken subject to the approval of the department head. Bereavement leave in excess of

- three (3) working days will be charged to sick leave, vacation leave, or leave without pay.
- 9.3 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

ARTICLE 10 - JURY DUTY

10.1 An employee serving on a jury of a federal or state court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between his/her regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit money received for such services to the City performed during City time.

ARTICLE 11 - OTHER LEAVES

11.1 In the event of a military leave, the Employer abides by the provisions of the State of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) calendar days with pay during each calendar year while engaged in the performance of ordered military duty and while going to or from such duty.

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to fifteen (15) days of unpaid leave while his/her spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of twenty (20) hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of his/her intent to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay

shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days but reinstatement cannot be guaranteed.

- 11.3 Upon written request from the Association, an Association officer or steward may be granted time off without pay or any cost to the employer to conduct bona fide business of the Association.
- 11.4 The City and the Association agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.

ARTICLE 12 - SENIORITY

- 12.1 Seniority is the length of continuous employment of an employee with the Employer within rank, in the police department.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 Promotions, demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.
- 13.2 For the position of Police Sergeant, the Civil Service Commission will submit to the Chief the list of the highest three (3) scores on the promotional list for Sergeant. The Chief may select any of the three (3) candidates for a promotional opportunity.

ARTICLE 14 - LAYOFFS AND RECALL

14.1 Layoffs will be conducted in reverse order of seniority by rank. Recall from lay-off shall be done in order of seniority with the most senior employee being recalled first. Seniority shall be defined as the total length of service with the Department. Failure of such employee to report for reinstatement within 10 days of notification of job availability shall result in loss of seniority.

<u>ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION</u> <u>DRUG - PENSION - LIFE INSURANCE</u>

- 15.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their dependents.
- 15.2 The Employer shall provide post-retirement medical insurance from retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the City for a total of ten (10) years and is retiring from the City under the provisions of the applicable LEOFF retirement plan. The City will select from available plan options that one which will be fully funded by the City. If the retiree opts to upgrade to other plans available through the provider, the difference in premium is the retiree's responsibility. Coverage for a spouse may be paid for by the employee in accordance with the requirements of the applicable plan. Employees hired after July 31, 2001 as described above shall not be eligible for Employer paid post-retirement medical insurance, but may participate for themselves and spouse at their own expense for the employee and spouse, consistent with plan requirements.
- 15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of fifty thousand dollars (\$50,000.00).

15.4 Health Insurance

AWC HealthFirst and Kaiser Plan 12B: The employer will pay medical coverage premiums for employees and dependents as follows:

Employee only coverage: one hundred (100%) percent Dependent(s) coverage: ninety (90%) percent. Employees shall pay, through pre-tax payroll deduction, ten (10%) percent of total premium cost.

The employer shall inform the association of the upcoming year's premium rates as soon as possible; the group may choose to move to other health plans offered by AWC and Kaiser with at least thirty (30) days notice and any additional requirements of carrier.

- 15.5 For the term of this agreement, the employer agrees to pay the premiums for Washington Dental Service (WDS) -Plan F, Willamette Dental \$15 co-pay plan and VSP vision coverage for the employee and their dependents. The Employer with pay the premiums for a life insurance plan for the employee consistent with the plan offered by the employer. The employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.
- 15.6 In the event insurance companies, brokers and/or administrators of the

existing health and welfare plans notify the Employer of changes in the premium structure and/or benefit structure, then and in that event, the Employer will notify the Association and employees of said changes. The parties will negotiate those changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium structure.

- 15.7 The Association and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage.
- 15.8 Any and all disputes or disagreements and/or claims involving coverage of employees between the insurance company and the employee are not grievable under this contract.
- 15.9 If a change in dependent coverage is not reported in a timely manner, the employee will be responsible for reimbursing the Employer for benefit premiums paid on their behalf.
- 15.10 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.
- 15.11 Employees and their immediate families (spouse and dependent children) shall be issued pool passes for the municipal swimming pool.
- 15.12 The City shall maintain a Section 125 plan for medical expenses and dependent care.

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive of those causes set forth in the Civil Service Rules and Regulations but not necessarily limited thereto.
- 16.2 Disciplinary action or measures shall include only the following:
 - (a) Verbal Warning
 - (b) Written reprimand
 - (c) Suspension without pay
 - (d) Demotion
 - (e) Discharge
- 16.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.

- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be 12 (twelve) months from police academy graduation date, not in any case to exceed 18 (eighteen) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the six (6) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's authorization shall have the right to inspect the full contents of his/her personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 16.7 Records of disciplinary action shall be removed from all City or Department maintained files and permanently destroyed in accordance with the following retention schedule and upon request of the employee:
 - 1. Verbal Warning Written records of a verbal warning or counseling shall be removed and destroyed after twelve (12) month without a reoccurrence of similar conduct which gave rise to the warning or counseling.
 - 2. Written Reprimand Written reprimands shall be removed and destroyed after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.
 - 3. Suspensions Written records of suspensions shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

If discipline noted in an evaluation has passed the retention period set forth in Article 16.7 of the contract, at the request of the employee, a sheet will be

attached to the evaluation stating that the discipline referred to in that evaluation has been permanently destroyed.

It is not the intent of the City to rely on discipline noted in the evaluations beyond the retention schedule for progressive discipline purposes.

For promotion purposes, the documentation set forth in paragraph a above will be shared as additional consideration for promotional candidates.

- 16.8 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.
- 16.9 Disciplinary documents that meet the criteria of "Brady" documents under the Court Rule shall be maintained until deemed unnecessary by the Prosecuting Attorney or the State Criminal Justice Training Commission on police officer decertification and are exempt from the above listed rule. However, no release of these "Brady" disciplinary documents will be made to any other person or entity and will not be used for any other purpose outside of the application of the court or the Criminal Justice Training Commission.

ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT

- 17.1 The Employer will furnish three (3) sets of standard approved uniforms to new employees.
- 17.2 Uniforms shall be cleaned and maintained under a quartermaster system as determined by the Chief or his designee. The Employer shall pay for the cleaning of up to six (6) uniforms and one (1) jacket per month, on average, for each employee. Employees who have been assigned to a detective assignment shall have the same cleaning allowance as those in the patrol division. The Employer shall pay for the cleaning of up to six (6) civilian shirts and pants, on the average, for each month, provided those items are used in connection to the job.
- 17.3 The Employer shall purchase a standard service sidearm and a standard set of handcuffs, holster and duty gear as required which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be purchased.
- 17.4 The employer has the sole discretion as to the type and style of uniforms and equipment provided to the employee.
- 17.5 For each year of this contract, seven hundred and fifty (\$750) dollars will be provided to those employees with the assignment of detective. This will be paid to the employee in January of each year. The purpose of the clothing allowance is to replace, clean and maintain the detective's non-uniform

clothing worn for work purposes. The clothing allowance shall be prorated for employees coming into the position after January.

ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- If any party fails to file a grievance within ten (10) working days from the 18.5 date of the occurrence or knowledge of the occurrence, then said party forever waives and forfeits the grievance as well as any and all rights and remedies relating to said grievance. Failure to pursue a grievance to the next step renders final and conclusive, the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) calendar days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) calendar days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.
- 18.6 The formal grievance procedure shall be as follows:

Step 1:

In order to protect all parties, and provide for clear documentation, all

grievances shall be in writing. To allow for grievances to be settled at the lowest possible level, each grievance shall be presented in writing by the member, or by the Association on behalf of the member, to the involved member's immediate supervisor—within ten (10) working days from the occurrence or knowledge of the occurrence. The employee shall have the option of being accompanied by his Association representative.—The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may move to Step 2 in accordance with the provisions herein below.

Step 2:

The grievance shall be presented in written form, stating the specific provision of this Agreement allegedly violated, to the Chief within ten (10) working days from its occurrence or knowledge thereof. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. The grievance will be considered "received" using the date the email was opened (if submitted electronically) or date written grievance was opened by the Chief. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 3:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within ten (10) working days of the response in Step 2 above, the grievance shall be presented to the Mayor or designee in writing. The Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission (date stamp on document provided by City Hall) and respond within seven (7) working days (days City Hall is open) of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 4:

- (a) Final and Binding Arbitration and/or Mediation:

 If the grievance has not been resolved at Step 3, the Association may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.
- (b) <u>Notice Time Limitations</u>: The Association shall notify the other party in writing of submission to mediation or arbitration within twenty (20) working days after receipt of the Step 3 response.
- (c) <u>Mediation</u>: Mediation is provided as a free service by PERC. The Employer and the Association shall each pay for their own fees or costs associated with mediation.

- (d) <u>Arbitrator Selection</u>: After timely notice, the parties shall establish who the arbitrator will be in the following manner:
 - (i) After timely notice, the parties shall select an impartial arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.
 - (ii) If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.
 - (d) <u>Decision Time Limit</u>: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) working days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

(e) Limitations - Scope - Power of Arbitrator:

- (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- (ii) The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
- (iii) The arbitrator shall also have the authority to receive evidence and question witnesses.
- (iv) The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules

and Regulations.

(f) Arbitration Award - Damages - Expenses:

- (i) Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.
- (ii) The arbitrator's written award shall be final and binding on all parties.

ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

The parties hereto agree that the wages and working conditions specified by the Employer ordinances and resolutions now in force shall be maintained consistent with this agreement for its term.

ARTICLE 20 - STRIKES AND LOCKOUTS

The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including suspension or discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article. Nothing herein shall be deemed to prohibit the Association or any individual employee from participating in any lawful activity.

ARTICLE 21 - ASSOCIATION REPRESENTATION

An authorized representative of the Association shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 22 - COMMUNICATION OF ASSOCIATION BUSINESS

The Association may use the department's mail box system and the City's email system to communicate with their members on Association business. All notices shall be signed by a representative of the Association who is

authorized by the Association to approve Association notices. The Association agrees to abide by all City polices in connection to the use of the City e-mail system and is aware of the laws regarding document retention and public disclosure.

ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this contract designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 24 - WAGES CLASSIFICATIONS AND PAY PLAN

- 24.1 The applicable pay plan is attached hereto and incorporated herein by reference as Appendix A to this contract.
- 24.2 An employee may be granted a step increase subject to satisfactory progress while on probation as determined by the department head and/or after having served six (6) months at step 1. Thereafter, an employee will be considered for a further step increase after twelve (12) months in step 2 of the pay plan subject to a satisfactory performance review by the department head. Thereafter, step increases will occur after an employee has spent at least twelve (12) months in each step and subject to satisfactory performance evaluations by the department head. If performance reviews result in an unsatisfactory performance rating then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the department head.

Probation for Police Sergeants shall be one (1) year. Probationary Sergeants will receive a step upon promotion and a second step at six (6) months upon satisfactory review by the Police Chief or his designee. Upon satisfactory completion of the probationary period, the employee's 'anniversary date' for future pay action shall be established by the date of the previous six-month step increase. If a probationary Sergeant is sick, injured, or is absent from the job for any reason for a period of six (6) consecutive calendar weeks or more, that length of time shall be added to their probationary time and any potential step increases shall similarly be extended.

- 24.3 Effective January 1, 2013, employees in the bargaining unit agree to forego a wage increase.
- 24.4 If an existing employee is promoted to a higher job classification then the employee will receive pay at a step which results in an increase and shall progress through the applicable steps subject to the provisions of Section 24.2 above. The promoted employee will receive a new anniversary date as of the date of promotion and will follow the pay plan procedures set forth in Section 24.2 above. Promoted employees will receive the step in the new pay plan which results in an increase in pay of at least three (3%) percent.
- 24.5 All bargaining unit employees shall receive an education incentive premium added to the base pay equal to one (1%) percent for an Associate Arts Degree or three (3%) percent for a Bachelor Degree from an accredited college or university.
- 24.6 Employees assigned by the chief to act as a Field Training Officer shall be paid a premium of three percent (3%) of the base rate of pay for time actually spent in performing such duties.
- 24.7 In recognition of the achievement of the Department in obtaining and maintaining State Accreditation, all employees in the bargaining unit shall receive a 1% accreditation premium each month added to their base pay.
- 24.8 Sworn officers (includes sergeants) who meet the following qualifications are eligible for the assignment as an MPO:
 - Completed six (6) years as a sworn officer years must be continuous service
 - Completed Camas probation period
 - No disciplinary action (written reprimand or above) for the prior twelve (12) months as defined below
 - Maintain all required certifications and CJTC requirements

If discipline occurs involving suspension, demotion or receiving two (2) or more written reprimands in a twelve (12) month period, MPO status is immediately suspended for a minimum time of six (6) months. After the six (6) months has passed, the employee may petition the Chief for reinstatement. Each case shall be considered on its own merits. After one year, the employee shall be reinstated to the status of MPO if no further discipline has occurred and the Officer has otherwise met the criteria listed above.

The premium pay shall be as outlined below:

In year of service	Monthly premium as %age of base wage
7-10	4.5%
11-15	5.5%
16+	6.5%

24.9 <u>Specialty Assignment Premiums</u>: Employees who are assigned to and who are performing the functions of Detective, SRO, Defensive Tactics Instructor, Firearms Instructor, TASER Instructor or Less Lethal (40mm launcher) Instructor, shall receive an additional monthly premium of one point five percent (1.5%) of their base pay. Instructors shall be certified.

Employees are eligible for the premium only when formally assigned the position by the Chief and only while in the assignment period. No employee may earn more than one assignment premium regardless of assignments.

Specialty assignments shall be made at the discretion of the Chief as outlined in Camas Police Department policy 02.25 (Specialized Units). The selection process will include a posting fo the open position to all eligible employees. The posting will be open for a minimum of fourteen (14) days to allow all interested employees the opportunity to apply.

The Chief shall determine the selection process to be used for each assignment and the minimum requirements for application and shall include that information in the posting. The length of assignment, once the appointment is made, is at the Chief's discretion.

Effective with the signing of this contract, the currently assigned members shall be grandfathered into their assignments and will receive the premium.

ARTICLE 25 - SEPARABILITY

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 26 - MILEAGE ALLOWANCE

All employees required by the cognizant department head to use their private cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS

The Association agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that new departmental rules and regulations affecting mandatory subjects of bargaining shall be reviewed with the Association and agreed upon prior to implementation. Nothing in this Article shall prevent the Employer from voluntarily collaborating with the Association on potential new rules and regulations that do not involve mandatory subjects of bargaining.

ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATION

When work operations involving new or substantially changed requirements are established as determined by the Employer, and such requirements are not adequate or properly prescribed in any existing position, the Employer will revise the position or establish a new position classification consulting with the Association committee beforehand.

ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE

The rules and regulation of the Camas Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

ARTICLE 30 - MANAGEMENT RIGHTS

The Association recognizes the prerogative of the employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of, but not limited to, the following:

- 30.1 The right to institute, from time to time, work rules applicable to bargaining unit employees.
- 30.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by at least one (1) work day of personal notice of the change, except in the event of an emergency, in which case no notice or discussion is

required. For purposes of clarification, one work day's notice is equivalent to twenty-four (24) hours before the start of the next scheduled shift. The remedy for shift change occurring in less than twenty-four (24) hours will result in compensation to the affected employee(s) of an additional one (1) hour of penalty pay at the rate of one and one-half (1.5) times the regular rate of pay. Because this extra one (1) hour is a penalty for the late notice, it does not conflict with the Article 5.1.

- 30.3 The right to hire, promote, demote, transfer, assign and/or retain employees in positions within the employer.
- 30.4 The right to discipline employees for just cause.
- 30.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the employer.
- 30.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is defined as unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 30.7 The right to determine the methods and processes means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.
- 30.8 Provided nothing contained in this article shall be deemed as a waiver of the Association's right to bargain changes in mandatory subject of bargaining.

ARTICLE 31 - BILL OF RIGHTS

- 31.1 Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 31.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.
 - Such investigations shall be conducted under the following general guidelines:
 - When a permanent, non-probationary employee is the subject of a formal internal investigation by the Camas Police Department, prior to any interview of the employee, the employee shall be advised of the specific nature of the inquiry of and whether he or she is suspected of (1) committing

a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. All interviews shall be conducted in a manner consistent with due process rights granted by law. The officer shall not thereafter contact the citizen or witnesses without prior permission of the Chief of Police.

- If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.
- Questioning of the officer shall be with full regard to his constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, he shall be fully advised of his rights under the Miranda decision. The employee shall have the right to retain an attorney of his own choosing, (at no expense to the City of Camas). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.
- Questioning of an employee accused of misconduct shall not be overly long, and he/she shall be entitled to reasonable intermission for personal necessities, meals, telephone calls, and rest periods. Providing both parties agree, the Employer or the employee may provide for the mechanical, electronic, or stenographic recording of any formal employee interview which could likely lead to criminal charges being filed against the employee or which could result in discipline of the employee by the Department. Whenever such a recording is made by one party, the other party shall have the right to make a copy of the recording. An employee who is the subject for a formal investigation shall have a right to make copies of any statement he or she has signed pertaining to the investigation.
- It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Association and the Chief of Police at the Employer's expense.

ARTICLE 32 - LIABILITY INSURANCE

The Employer agrees to either provide insurance coverage on. behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees and reasonable costs connected with lawsuits.

ARTICLE 33 - DRUG AND ALCOHOL POLICY AND PROCEDURES

The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 34 - SCHOOL RESOURCE OFFICER

The School Resource Officer assignment which was mutually agreed upon by the parties is hereby incorporated into this agreement as an appendix.

ARTICLE 35 - TERMINATION AND RENEWAL

This agreement shall be in full force and effect from January 1, 2013, except as otherwise indicated, until December 31, 2013.

CITY OF CAMAS, WASHINGTON

CAMAS POLICE OFFICERS' ASSOCIATION

By:Scott Higgins, Mayor	By: Henry Scott, Association President
Date:	Date:
By: Nina Regor, City Administrator	
Date:	

APPENDIX A

Effective January 1, 2013

Position	1	2	3	4	5	6	7
Police Sergeant	5814	5986	6166	6350	6542	6737	6939
Police Officer	4914	5062	5214	5370	5532	5697	5868

APPENDIX B

SCHOOL RESOURCE OFFICER ASSIGNMENT

- 1. The Employer and the CPOA agree that the normal assigned work week for the SRO during the school calendar year shall be day shift, Monday through Friday, based on a 5/2 work schedule, not to exceed nine (9) hours per day, inclusive of a one-half (.5) hour paid lunch. The normal shift starting time for the SRO shall be 0700 hours (7:00AM). The normal shift ending time shall be 1600 hours (4:00PM).
- 2. The SRO work schedule results in the SRO working one (1) hour of overtime each scheduled school work day, in excess of the normal eight (8) hour shift limit of the 5/2 work schedule. This results in the accrual of two hundred and seventy (270) overtime hours (1 hr X180 school days X 1.50T) for the SRO over the course of the school calendar year. This calculation is based on the SRO working all scheduled days—without using other paid leave (sick, vacation, bereavement, training, compensatory time, administrative leave, etc. Should the SRO miss a scheduled day of work (school day) no overtime accrual would be credited for that day. The Employer and the CPOA agree that overtime accrued by the SRO as listed above (Article 2) may not be submitted by the employee for cash payment.
- 3. The overtime hours as noted in Section 2 above shall be compensated by twenty-six (26) compensatory days off, coinciding with the number of full-day holiday/student non-attendance days (numbering 26) in the school calendar year as published by the Camas School District in its student attendance calendar. Twenty-six (26) days off would result in the use of two hundred and eight (208) compensatory hours (26 X 8 hrs). School days involving late start or early dismissal times will be worked as a normal full shift by SRO, who shall report to the patrol sergeant for assignment of duties.
- 4. The accumulation of compensatory time pursuant to this MOU is agreed to as an exception to Article 5.7 of the collective bargaining agreement which limits the accumulation of compensatory time to a maximum of one hundred and two (102) hours. The Employer and the CPOA agree that it will be necessary to establish a separate tracking in the payroll system for compensatory hours earned by the SRO under this agreement, and the SRO will be able to maintain a secondary compensatory time account. secondary compensatory time account, including the accrual and use thereof, will be guided by Article 5.7 of the CBA. The CPOA agree that all compensatory time accrued pursuant to this agreement, and Article 2 above, shall be used prior to the beginning of the next school year. The SRO shall not be allowed to carry-over compensatory hours earned in one school year to the next school year. This can be accomplished by the SRO using the remainder of the compensatory hours earned during the summer months.

- 5. For purposes of calculating paid and compensatory time-off, the SRO work shift will be based on an eight (8) hour day. (e.g., vacation, sick, compensatory time, bereavement leave). Hours worked beyond the normal SRO work schedule will be compensated as standard overtime, guided by Article 5 over the collective bargaining agreement. Extra-duty assignments shall be handled pursuant to the existing extra-duty policy.
- 6. Compensatory time accrued pursuant to this MOU will be applied to the twenty-six (26) holiday/student non-attendance days for each school calendar year, or the number of scheduled school holidays / non-attendance days, should that number change. The 2007-2008 Camas School District calendar indicated twenty-six (26) school non-attendance days.
- 7. Vacation and compensatory time off outside of the twenty-six (26) scheduled holidays during the school calendar year will be subject to the pre-approval of the sergeant assigned as the supervisor for the SRO. The SRO may schedule vacation time off at any time, including during the school year. However, the Employer and the CPOA agree that the desired intent is to have the SRO available on school days. To that extent, the SRO is strongly encouraged to take vacation after the end of the school year and before the beginning of the next school year (Summer non-attendance period).
- 8. Officers assigned as SRO shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers. The SRO will bid his/her vacation during the normal vacation bid process, conducted once each year for all CPOA members. Vacation requests submitted by the SRO after the vacation bid process is closed are handled the same as other patrol officers, on a "first come, first served" basis.
- 9. During the summer break when school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours), side A or B, or other assignment as mutually agreed upon. Day shift hours are established as either the 6:00AM shift or the 10:00AM shift. The Employer agrees to establish one or the other as the primary shift for the SRO and will make every attempt to reduce the movement between the two throughout the summer months to the degree possible. The CPOA recognize the needs of the Employer to cover vacant shifts caused by other member's absences. Both parties agree that by allowing the SRO only day shift assignments it may force another CPOA employee to be bumped in the work schedule, which may cause a violation of standardized procedure found in Article 4.4. Due to this MOU, a person with more seniority may be moved to another shift to facilitate leaving the SRO on one of the two listed day shifts.
- 10. Selection of the SRO shall be guided by Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.

- 11. This memorandum of understanding shall be considered an addendum to the current CBA, and is entered into pursuant to Chapter 41.56 RCW. Any dispute between the Employer and the CPOA or an employee concerning the interpretation, application, or alleged violation of any term of this Memorandum of Understanding shall be subject to the Grievance Procedure set forth in Articles 18 of the parties' CBA.
- 12. The normal FLSA work period for the SRO, during the school year, shall be seven (7) days as outlined in the Employee handbook, beginning at 12:01a.m. Monday and ending at 12:00 midnight Sunday of each week. For the period during the summer months when the SRO is assigned back to the 5/4-5/4-5/5 patrol schedule, there shall be a FLSA 28 day work period. A work day is defined as the twenty-four hour period beginning with the start of the employee's shift.
- 13. Each year, at the conclusion of the school year, the SRO assignment will be reviewed by the Chief of Police. The Chief of Police will consult with the person assigned as the SRO the previous school year to find out if that individual wishes to remain in the assignment another school year. Each year, selection of the SRO is ultimately based on Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.
- 14. The Employer and the CPOA recognize that certain extra-curricular events during the school year require the attendance of the SRO, such as football games, basketball games, dances, etc. These events usually take place on times outside of the normal daily work schedule, which is defined above in Article 1. Both parties agree that the SRO daily work schedule may be adjusted for up to 10 work days each school year to account for said events, provided that:
 - a. The events must be established in advance, giving reasonable notice to the SRO of his intended work schedule for the school year. The deadline for establishing the ten (10) event days shall be September 10th of each year. Changes to the ten (10) days of pre-established extra-curricular events, after Sept. 10th, may only be made by mutual agreement. Should an event be cancelled, the SRO will report to the patrol sergeant for duties that would fulfill the remainder of the normal nine (9) hour day.
 - b. The SRO shift start and ending times for extra-curricular events may be either 11:00AM until 8:00PM, 1:00PM to 10:00PM, or 2:00PM to 11:00PM. Shift start and ending times other than listed here will be only by mutual agreement.

Ordinance No. 2674

Authorization for the acquisition and installation of HVAC equipment and execution of a financing contract and related documentation relating to the acquisition of said equipment.

WHEREAS, the City of Camas (the "Local Agency") has executed a Notice of Intent to the Office of State Treasurer, in the form attached hereto as Annex 1 in relation to the acquisition of and the financing of the acquisition of the HVAC equipment, as defined below, under the provisions of RCW Chapter 39.94; and

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

WHEREAS, it is deemed necessary and advisable by the city council of the Local Agency that the Local Agency enter into a Local Agency Financing Contract with the Office of the State Treasurer, in the form attached hereto as Annex 2 (the "Local Agency Financing Contract"), in an amount not to exceed \$375,000, plus related financing costs, in order to acquire the Property and finance the acquisition of the Property;

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

WHEREAS, the Local Agency desires to appoint the individuals set forth in Annex 3 as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an "Authorized Agency Representative");

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

- Section 1. The individuals holding the offices or positions set forth in Annex 3 are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. A minimum of one of the two Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.
- Section 2. The form of the Local Agency Financing Contract attached hereto as Annex 2 is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$375,000, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives for the acquisition of the Property and financing of the acquisition of the Property.
- Section 3. The Local Agency hereby authorizes the acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.
- Section 4. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.
- Section 5. This ordinance shall become effective five (5) days from and after its publication according to law.

PASSED by the city counc 20th day of May, 2013.	oil of the City of Camas, at a regular meeting thereof held this
	SIGNED:
	ATTEST:
APPROVED as to form:	
City Attorney	

ANNEX 1

	Asset Lending)
Local Government Information County:Clark Legal Name: _City of Camas Contact Person: _Joan Durgin Address: _PO Box 1055 Camas, WA Phone: _360-817-1537_ Fax: _360-834-1535	MCAG No.: _0602_ Title: _Finance Director Zip: _98607_ E-mail: _jdurgin@cityofcamas.us_
Would you prefer to receive financing documents (check one): MS Word 6.0 by e-mail 3.5" disk – Word 9	Already have financing documents Hard copy by U.S. mail
Property description (include quantity, if applicable): _HVAC et Total cost: \$492,000 _ Maximum amount to finance: \$492,00	,000_ this equipment. Mid-February we will find out if the March_ se): _ 1. New HVAC for Police Facility, one of the two currently using space heaters, 2. Upgrade ten-year-out heating and cooling. Will be provided by (date) program proceeds or \(\times \) general funds to be reimburs
Security Pledge Voted general obligation of local government Other Information	
Approximate population: _20,020_ (not required for cities and c	counties).
If any of the following apply, please provide a complete discuss Yes No Does the local government use registered w Yes No Is the local government a party to significan Yes No Is this a reimbursement? If yes, date funds	rarrants, interfund loans or other cash flow borrowing?
We are not required to submit the Credit Form because	_
Has local government received a bond rating in the last two yea	rs? Yes No Bond rating(s):_ (attach rating agency letter)
By executing this Notice of Intent, the local agency acknowledges, agrees the nominal lessor in connection with the acquisition of the project. By exacknowledges and agrees that certificate counsel and any other special count and delivery of the certificates and the related financing documents shall not local agency, nor shall any attorney-client relationship exist or be deemed	to and accepts its designation and appointment as the agent of ecuting this Notice of Intent, the local agency further unsel to the state in connection with the authorization, issuance not be acting, and shall not be deemed to act, as counsel to the
in connection with such matters.	
in connection with such matters. Submitted by: Joan M Durgin Title:	Finance Director_

LOCAL AGENCY FINANCING CONTRACT, SERIES 20_ (Equipment)

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

RECITALS

WHEREAS, certain State agencies (as defined in Appendix I hereto, "State Agencies") are authorized to acquire real and personal property used or needed by such State Agencies through Agency Financing Contracts entered into pursuant to Chapter 356, Laws of Washington, 1989, codified as Chapter 39.94 of the Revised Code of Washington (the "RCW"), as supplemented and amended (the "Act"); and

WHEREAS, Chapter 291, Laws of Washington, 1998 supplemented and amended the Act to authorize the State to enter into Agency Financing Contracts on behalf of certain local agencies (as described therein, "Local Agencies"), including the Local Agency, to finance the acquisition of real and personal property by such Local Agencies; and

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

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Contract, Series 20___, dated as of the Dated Date (the "Master Financing Contract") with the Washington Finance Officers Association, a nonprofit corporation duly organized and existing under and by virtue of the laws of the state of Washington (the "Corporation"), to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

WHEREAS, the State Treasurer and the Local Agency have determined that it is necessary and desirable to enter into this Agency Financing Contract to provide financing or refinancing for the costs of acquisition of certain items of personal property, described in Exhibit B hereto (the "Property"), by the Local Agency; and

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

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

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

- Section 1.1 <u>Defined Terms.</u> Capitalized terms used but not otherwise defined in this Agency Financing Contract shall have the respective meanings given such terms in Appendix I hereto.
- Section 1.2 Notice of Intent; Personal Property Certificate; Certificate Designating Authorized Local Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A attached hereto and incorporated herein by this reference. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered herewith, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B attached hereto and incorporated herein by this reference. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C attached hereto and incorporated herein by this reference. Said Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on said Certificate is sufficient to bind the Local Agency under this Agency Financing Contract with respect to any of the undertakings contemplated herein. The terms and provisions set forth in Appendix II hereto are incorporated herein and made a part hereof by this reference.

Section 1.3 <u>Installment Sale and Purchase of Property.</u> The State hereby agrees to sell, assign and convey, and does hereby sell, assign and convey to the Local Agency, and the Local Agency hereby agrees to purchase, acquire and assume, and does hereby purchase, acquire and assume, from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits thereof and therefrom, subject to the security interest created pursuant to Section 2.5 of Appendix II hereof, and the Local Agency agrees to pay in consideration thereof the Purchase Price therefor and interest thereon and the Additional Costs in accordance with Section 1.4 hereof, and all other amounts required to be paid by the Local Agency hereunder, all in accordance with the provisions of this Agency Financing Contract.

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

Section 1.5 <u>Term.</u> The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 of Appendix II hereof.

STATE OF WASHINGTON OFFICE OF THE STATE TREASURER	City of Camas as Local Agency			
Ву	ByAuthorized Agency Representative (Mayor)			
Designated Treasurer Representative				
	Ву			
	Authorized Agency Representative (City Administrator			

Certificate Designating Authorized Agency Representatives

I, Scott Higgins, Mayor of the City of Camas (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. $2 \psi \gamma \psi$, the following individuals are each an "Authorized Agency Representative," as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such ordinance, one of the two following signatures are required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

	Scott Higgins, Mayor
	Nina Regor, City Administrator
Dated this 20th day of May, 2013.	
·	Mayor City of Camas
SUBSCRIBED AND SWORN TO before	e me this 20 th day of May, 2013.
	By: NOTARY PUBLIC in and for the State of Washington, residing at:
	Printed Name: My Commission Expires:

ordinance no. <u>2675</u>

AN ORDINANCE repealing Chapter 2.08 of the Camas Municipal Code, which combined the offices of City Treasurer and City Clerk, adopting a new Chapter 2.07 providing for the combination of the City Clerk with the City Administrator and prescribing the duties of the City Clerk; and adding a new Chapter 2.09 providing for the appointment of a City Treasurer and prescribing the duties therefore.

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

Section I

Chapter 2.08 of the Camas Municipal Code is hereby repealed.

Section II

There is hereby added to the Camas Municipal Code a new Chapter 2.07 City Clerk, as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section III

There is hereby added to the Camas Municipal Code a new Chapter 2.09 City Treasurer, as set forth in Exhibit B attached hereto and by this reference incorporated herein.

Section IV

	This ordinance shall take effe	ct June 1, 2013, and shall be published as required by law.
	PASSED by the Coun-	cil and APPROVED by the Mayor this day of May,
2013.		
		SIGNED:
		Mayor
		ATTEST:
		Clerk
APPR	OVED as to form:	
	City Attorney	

EXHIBIT A

CHAPTER 2.07 CITY CLERK

2.07.010 Office of City Clerk Combined with City Administrator. The office of the City Clerk is combined with the office of the City Administrator.

2.07.020 Appointment/Oath/Bond. The mayor shall appoint the City Clerk, which appointment shall be subject to confirmation by a majority vote of the City Council. The Clerk shall, before entering upon the duties of office, take an oath of office and execute and file in the Treasurer's Office an official bond in such penal sum as the Council shall determine, conditioned upon the faithful performance of the duties of the position of City Clerk.

2.07.030 Duties of Clerk. (A) To keep a full and true record of every act and proceeding of the City Council, and to keep such book accounts and make such reports as may be required by the Division of Municipal Corporations in the office of the State Auditor. (B) To record all ordinances, annexing thereto a certificate giving the number and title of the ordinance, stating that the ordinance was published and posted according to law, and that the record is a true and correct copy thereof. (C) To be custodian of the seal of the City and to have authority to acknowledge the execution of all instruments by the City which require acknowledgments. (D) To appoint a deputy for whose acts the Clerk and the Clerk's bondsman shall be responsible, and the Clerk and the Clerk's deputy shall have the authority to take all necessary affidavits to claims against the City and certify them without charge. (E) To perform such other duties as may be required by statute or ordinance. (F) To delegate such duties and responsibilities unless otherwise prohibited by law.

EXHIBIT B

CHAPTER 2.09 CITY TREASURER

2.09.010 Appointment. The mayor shall appoint the City Treasurer, which appointment shall be subject to confirmation by a majority vote of the City Council. The City Treasurer shall, before entering upon the duties of the City Treasurer's office, take an oath of office and execute and file in the Treasurer's Office an official bond in such penal sum as the Council shall determine, conditioned upon the faithful performance of his duties.

2.09.020 Duties. The City Treasurer shall exercise all the powers vested in and perform all the duties required by ordinance or statute to be performed by a treasurer of a non-charter code city operating under the mayor council plan.

REAL ESTATE PURCHASE AND SALE AGREEMENT WITH EARNEST MONEY PROVISION

1. Effective Date:	, 2013
2. Parties:	Arthur C. Piculell, Jr., and Dee W. Piculell, husband and wife, hereinafter referred to as "Seller";
	and
	The City of Camas, a Washington municipal corporation, hereinafter referred to as "Purchaser".
agrees to sell to the Purchaser and the Pu	conditions and considerations set forth herein, the Seller archaser agrees to purchase from the Seller certain real ngton, described as follows (hereinafter "Premises"):
Count	y of Clark, State of Washington
See Exhibit "A", attached herein.	hereto and by this reference incorporated
Purchaser and Seller authorize the inserting the inserting as Exhibit "B" is a survey of the reserve to the res	ion of any correction to the legal description. Attached eal property described in Exhibit "A."
4. Purchase Price: The total purchase processed and NO/100 Dollars (\$272,000)	orice for the Property shall be Two Hundred Seventy Two
Promissory Note attached hereto as Exhil Deed of Trust in the form attached hereto with the terms of a Settlement Agreement C. In addition, pursuant to the	nand received by Seller. ase price shall be paid in accordance with the terms of a bit "C." Purchaser shall execute the Promissory Note and the sto secure repayment of the Promissory Note, consistent to between the parties hereto, dated January 2, 2014. nat certain Development Agreement executed by and the Purchaser shall provide to the Seller \$15,000.00 in
cknowledges receipt of the sum of One	herewith deposits and delivers to Seller, and Seller hereby Thousand and No/100 Dollars (\$1,000.00) as earnest money in escrow by Chicago Title, Fishers Landing Office, for the
losing agent for the closing of the transa- gent an original of this agreement, the ea ny and all other documentation necessar	er hereby authorizes Seller to establish an escrow with ction contemplated herein, and to deliver to said closing arnest money deposit, escrow and closing instructions, and y for closing. This agreement shall be closed on or before ch shall be the termination date.

- 7. <u>Title Insurance</u>: Purchaser, shall be furnished with a standard form owner's policy of title insurance at closing. Closing agent shall apply for a preliminary commitment for such insurance with a title insurance company. The policy shall insure title to the Premises in Purchaser to the full extent of the purchase price, subject to no encumbrances, defects or liens except those specified in the printed policy form, and those which are set forth in this agreement. If title cannot be made so insurable on or before the closing date called for herein, either party may terminate this agreement by written notice to the other party. In such event, unless Purchaser elects to waive such defects or encumbrances, the earnest money deposit and any down payment proceeds shall be refunded to Purchaser, less title insurance company charges.
- 8. <u>Title and Conveyance</u>: Purchaser offers to purchase the property in its present condition on the terms noted. Seller hereby warns that to the best of its knowledge the premises described herein or any improvements thereon do not materially violate the applicable zoning regulations and that it is unaware of any material defect in the premises or improvements thereon. The following should not be considered defects.
- 8.1. Rights reserved in federal patents or state deeds; building or use restrictions general to the district, including governmental platting and subdivision requirements; reserved hydrocarbon and mineral rights; existing utility and other easements of record approved by Purchaser and not inconsistent with Purchaser's intended use; existing covenants, conditions, restrictions, deed exceptions and reservations of record as approved by Purchaser and not inconsistent with Purchaser's intended use; all of which shall not be deemed encumbrances or defects.
- 8.2. Encumbrances to be discharged by Seller may be paid out of purchase price at the date of closing. Seller shall convey title to the Premises to Purchaser by warranty deed, subject to those encumbrances, liens and defects noted and excepted in Paragraphs 7 and 8 of this agreement, and subject to encumbrances and defects assumed, and accepted or approved by Purchaser as provided in Paragraphs 7 and 8 of this agreement. In the event that there is a major defect, the cost of which to cure would undermine the purchase price and/or the basis for entering into the Agreement, the Seller may elect to cancel the Agreement as set forth in Section 17.
- 9. Closing Costs: Purchaser shall be responsible for paying one-half (1/2) the escrow/closing fee, the recording fee, one-half (1/2) of the title insurance premium for the owners policy, one-half (1/2) of the real estate excise tax, and all attorney's fees incurred by Purchaser. Seller shall be responsible for payment of one-half (1/2) of the real estate excise tax, one-half (1/2) of the title insurance premium for the owners policy, one-half (1/2) of the escrow/closing fee, and all attorney's fees incurred by Seller.
- 10. <u>Possession</u>: Purchaser shall be entitled to possession of the Premises on the date of closing. Purchaser shall execute a license in a form acceptable to Seller to allow Seller and their agents to access the Premises to accomplish the terms of the Settlement Agreement and the Development Agreement by and between the parties hereto, which license shall expire upon the completion of said duties on part of the Seller.

- 11. <u>Conditions Precedent</u>: The enforceability of this agreement by the parties hereto and the obligations of the parties to close escrow are subject to the occurrence or waiver of each of the following conditions precedent on or before the date established for closing as hereinabove set forth:
 - 11.1. Approval of the condition of title to the Premises by Purchaser.
- If any of the conditions are not satisfied or waived by the party who benefits from such conditions at or prior to closing, such party, without prejudice to any other rights or remedies herein provided, may withdraw from this transaction and be released from all liability hereunder by giving written notice to the other party and the escrow/closing agent. The parties' agreement to close this transaction constitutes their approval or waiver of all such conditions.
- 12. <u>Default</u>: If either party defaults on that party's contractual obligations herein, then the non-defaulting party may seek specific performance, together with incidental damages, pursuant to the terms of this Agreement, collect actual damages or seek rescission of the contract. If the non-defaulting party seeking damages or rescission is the Purchaser, the earnest money, upon demand, shall be refunded to the Purchases, less its share of the costs laid out in Section 9, as the sole an exclusive remedy available to the Purchaser for such failure.
- 13. Attorney Fees and Costs: In the event litigation arises out of this agreement, the losing party agrees to pay the prevailing party's attorney fees incidental to said litigation, together with all costs and expenses incurred in connection with such action, including costs of searching records to determine the condition of title, and whether or not incurred in trial court or on appeal, or in any proceedings under the federal Bankruptcy Code or state receivership statutes.
- 14. <u>Waiver</u>: No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or otherwise be construed so as to at any future time stop such party from exercising such right or remedy. Failure of a party at any time to require performance of any provision of this agreement shall not limit the right of that party to enforce the provision, nor shall any waiver by a party of any breach of any provision constitute a waiver of any succeeding breach of that provision, or waiver of that provision itself, or any other provision.
- 15. Escrow or Closing Instruction: This agreement shall serve as and/or be incorporated into Seller's and Purchaser's escrow or closing instructions for the closing of this transaction. Any inconsistencies between this agreement and escrow or closing instructions provided by the parties shall be resolved in favor of this agreement.
- 16. <u>Non-Merger</u>: Provisions of this agreement shall not be deemed to have merged into the closing documents, but shall survive the closing and continue in full force and effect.
- 17. <u>Closing and Termination</u>: Purchaser shall have until the closing date to satisfy or waive all contingencies referenced in Section 12, above, unless terminated according to the provisions of this agreement. The parties may by mutual agreement extend the closing date. Each party will deposit with the closing agent all instruments and monies necessary to complete the purchase and sale.

18. Notices: Notices or demands hereunder shall be in writing and may be mailed or delivered personally. If mailed, such notices shall be sent with postage prepaid, by certified mail, return receipt requested, and the date marked on the return receipt by United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered to the last known addressee or the parties.

To Purchaser:

CITY OF CAMAS

Attn: City Administrator 616 NE Fourth Avenue Camas, WA 98607

To Seller:

Arthur C. Piculell, Jr., and Dee W. Piculell

c/o James D. Howsley

Jordan Ramis

1499 SE Tech Center, Suite 380

Vancouver, WA 98683

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

- 19.1. That it has no notice or knowledge of any liens to be assessed against the Premises.
- 19.2. That it has no notice or knowledge from any governmental authority or agency of any violation of law or ordinance relating to the Premises.
- 19.3. That it has no notice or knowledge of any material defect in the Premises which has not been disclosed to Purchaser in writing.
- 20. <u>Disclosure of Representation</u>: It is understood that this Real Estate Purchaser and Sale Agreement has been prepared by Roger D. Knapp, attorney, for the benefit of The City of Camas, Purchaser.

21. Miscellaneous:

- 21.1. Gender and Number: As used in this agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.
- 21.2. <u>Interpretation/Construction</u>: Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this agreement for any purpose relating to construction or interpretation of the terms of this agreement and shall in no way limit any of the provisions of this agreement.
- 21.3. Entire Agreement and Amendment: This agreement constitutes the entire agreement of the parties hereto, supersedes and replaces all prior or existing written and oral agreements between

the parties, and may not be amended other than in writing, signed by all parties.

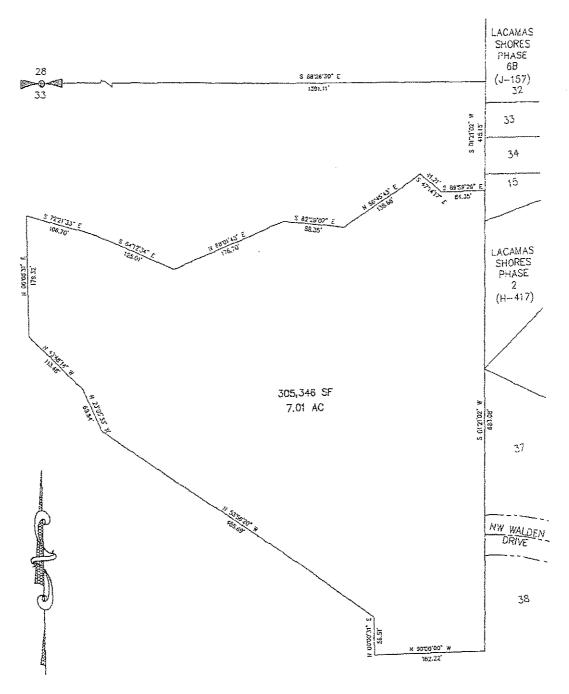
- 21.4. <u>Successors and Assigns</u>: The terms and provisions of this agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and proper and permitted assigns and successors of the parties.
- 21.5. <u>Closing Agent</u>: For purposes of this agreement, "closing agent" shall be defined as a person authorized to perform escrow or closing services who is designated by the parties hereto to perform such services.
- 21.6. <u>Date of Closing</u>: For purposes of this agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow or closing instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.
 - 21.7. Time of the Essence: Time is of the essence of this agreement.
- 21.8. Governing Law and Venue: This agreement shall be governed by and interpreted in accordance with Washington law. Any action or litigation arising out of or in connection with this agreement shall be conducted in Clark County, Washington.
- 22. <u>Ratification</u>: This agreement shall not be binding upon the City of Camas until ratified by the City Council of the City of Camas at a regularly scheduled council meeting. The City agrees to submit this agreement for ratification at the next regularly scheduled council meeting following acceptance by Seller.
- 23. Access and Construction Easement: At closing, Purchaser and Seller shall enter into an Access and Construction Easement for the purposes of allowing Seller to complete a soft trail connection from Lake Road to the property and from the property to the Seller's Lower Loop Road, in a form acceptable by both parties. The covenants of this section shall survive closing.

	DATED this	day of	, 2013.
			CITY OF CAMAS
			Ву:
			Title: Mayor
accept t	On thehe sale set for	day of	, 2013, the undersigned hereby approve and ment and agree to carry out all the terms thereof on the part
of the S		_	
		henry Jr.	Dee w Pigies
Sthur (C. Paulell, Jr.	will Por	Dee W. Picuell

DATE: 7-02-2012

JOB NO: 06-356

NOT TO SCALE



Deed Report Deed Name: 7 ACRES 7/2/2012 14:12

Starting Coordinates: Northing 110741.76, Easting 1144148.38

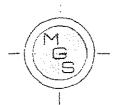
3earing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
3 01°21'02" W	683.08	LINE				_	
N 90°00'00" W	162.22	LINE					
N 00°00'31" E	56.51	LINE					
N 53°56'20" W	485.69	LINE					
N 23°05'33" W	68.84	LINE					
N 43°48'14" W	113.48	LINE					
N 00°00'31" E	179.32	LINE					
s 72°21'33" E	106.70	LINE					
5 64°12′34″ E	125.01	LINE					
N 68°01'43" E	176.70	LINE					
S 82°29'07" E	88.35	LINE					
N 56°45′43" Ε	138.86	LINE					
3 47°14'17" E	41.21	LINE					
S 89°59'29" E	64.35	LINE					

Ending Coordinates: Northing 110741.78, Easting 1144148.37

Area: 305353.42 S.F, 7.0099 Acres Total Perimeter Distance> 2490.32

Closure Error Distance> 0.02 Error Bearing> S 39°57'05" E

Closure Precision> 1 in 104635.19



MINISTER-GLAESER SURVEYING INC.

(360) 694-3313 FAX (360) 694-8410 2200 E. EVERGREEN VANCOUVER, WA 98661

July 2, 2012

EXHIBIT "A"

A tract of land in a portion of the Northeast Quarter of Section 33, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section 33;

Thence South 88°26'30" East, along the North line of said Northeast quarter 1391.11 feet to the west line of Lot 32, of Lacamas Shores Phase 6B according to the plat thereof recorded in Book "J" of plats at page 157, records of Clark County Washington;

Thence South 01°21'02" West, along said west line of Lot 32, and the extension thereof, 415.15 feet, to point on the west line of Lot 15 of Lacamas Shores Phase 2 according to the plat thereof recorded in Book "H of plats at page 417, records of Clark County Washington, said point being the TRUE POINT OF BEGINNING:

Thence continuing South 01°21'02" West, along the West line of said Lot 15 and the extension thereof, 683.08 feet, to the Northeast Corner of parcel 2 of that certain tract of land conveyed to Reuben Bafus by deed recorded under auditors file NO 3987511 records of Clark County Washington:

Thence North 90°00'00" West, along the North line of said Bafus tract, 162.22 feet, to the Northwest comer thereof;

Thence North 00°00'31" East, 56.51 feet;

Thence North 53°56'20" West, 485.69 feet;

Thence North 23°05'33" West, 68.84 feet;

Thence North 43°48'14" West, 113.48 feet;

Thence North 00°00'31" East, 179.32 feet;

Thence South 72°21'33" East, 106.70 feet;

Thence South 64°12'34" East, 125.01 feet;

Thence North 68°01'43" East, 176.70 feet;

Thence South 82°29'07" East, 88.35 feet;

Thence North 56°45'43" East, 138.86 feet;

Thence South 47°14'17" East, 41.21 feet;

Thence South 89°59'29" East, 64.35 feet, to the TRUE POINT OF BEGINNING.

Together with and subject to easements, reservation and restriction apparent or of record.

Containing 7.01 acres more or less.

