



CITY COUNCIL MEETING AGENDA
Tuesday, February 19th, 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 January 25, 2013, Planning Conference and the February 4, 2013, Camas City Council Meeting and the work session minutes of February 4, 2013.
- B. Approve claim checks as approved by the Finance Committee.
- C. Authorize Pay Estimate 7-FINAL for Project WS-720 2012 STEP/STEF Tank Pumping in the amount of \$586.22 to AAA Septic Service and accept project as "complete". The Pay Estimate is for work completed through February 9, 2013. This project is budgeted and fully funded.
- D. Authorize a 12-month contract extension with AAA Septic Service for Project WS-720A 2013 STEP/STEF Tank Pumping. The City's existing contract for annual STEP/STEF Tank Pumping with AAA Septic Service, Inc. (AAA) allows for a contract extension to occur provided that both parties (The City of Camas and AAA) mutually agree to such extension, subject to an adjustment of unit costs equal to the Portland Consumer Price Index (CPI) for the most recent 12 month period. The relevant Portland CPI is +2.5%. Camas Operation's staff has indicated satisfactory results with the City's current contractor, AAA Septic; and AAA Septic has indicated that they would like to perform our STEP/STEF Tank Pumping through 2013. The City has \$60,000 allocated for this work in the adopted 2013 Budget.
- E. Authorize Pay Estimate No. 2 for Project P-874A Louis Bloch Park Restroom Improvements in the amount of \$7,691.41 to Michael Green Construction, Inc., for work completed through February 8, 2013. This project is budgeted and fully funded by a Community Development Block Grant (CDBG).
- F. Authorize Mayor to sign a professional services contract with Gray and Osborne for an Odor Control Study in the amount of \$39,670. This study provides an in-depth analysis of data gathered in 2012 to provide recommendations to best treat hydrogen sulfide to reduce collection system corrosion and provide cost effective odor control.

- G. Authorize staff to make payment and issue credit vouchers in the amounts identified in the attached letter request at qualifying project final acceptance for the Transportation Impact Fee (TIF) and System Development Charge (SDC) credit request from Hills at Round Lake (HARL). The HARL Development has completed a variety of qualifying capital improvements as part of their development. Approval of the letter request will authorize staff to issue a combination of cash, SDC and TIF credit vouchers for the qualifying projects. The projects and amounts are included in the attached staff report. All cash contributions are in the approved 2013 Budget. The qualifying projects are as follows: 1) Cash payment of \$198,090 for the Crown Road Water Booster Station 2) Cash payment of \$458,010 for the Crown Road 24" water line 3) Water SDC credit voucher in the amount of \$827,635 for the balance of the Crown Road 24" water line 4) Sewer SDC credit voucher in the amount of \$846,820 for the 12" force main, 6" force main and sewer pump station 5) A TIF credit voucher in the amount of \$381,900 for the portion of Route "J" of the TIF Study.
- H. Authorize the Mayor to sign the Hills at Round Lake (HARL) Developer Agreement for the water line up-size from 8" to 12" in the amount of \$102,316.67. The Developer Agreement reimburses HARL for the regional component of the water line upsize. This item was presented at workshop on April 2, 2012, and is in the 2013 approved budget.
- I. Approve for signature by an authorized representative of the City, the Conservation Covenant being recorded to protect the 4.15 acre sensitive area tract within the Wittler Short Plat at 2222 SE 283rd Avenue. The preliminary short plat was approved on May 15, 2012, and a decision for a minor modification was approved on July 30, 2012. As a part of the short plat approval, an approximate 4.15 acre tract was required to be set aside, and a conservation covenant recorded to protect the sensitive area, per CMC 16.53.040(C)(3). The applicant has met all other conditions of approval for the short plat, which will be recorded before the end of the month.
- J. Authorize the Mayor to execute the Purchase and Sale Agreement (PSA) Amendment with Longview Timberlands, LLC, for property acquisition related to Project WS-709 Zone 544 Water Improvements – Slow Sand Filter. Our current PSA with Longview Timberlands, LLC, for the purchase of ten acres of property expires on March 1, 2013. This amendment extends the existing agreement to September 1, 2013. There is no additional cost associated with this item. Acquisition of the property requires approval from Clark county Planning of a short plat and other land use related applications.
- K. Authorize the write-offs of ambulance billings for January in the amount of \$67,495.79. This is for the remaining balance of Medicaid and Medicare patient's accounts that the City of Camas cannot collect after receiving payments from Medicare, Medicaid, and secondary insurance.

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements

VIII. COMMUNITY DEVELOPMENT

- A. Resolution No. 1266 establishing Jimmie Rodgers Avenue as an honorary designation.
 - 1. Details: A Resolution declaring and establishing "Jimmie Rodgers Avenue" in the City of Camas as an honorary designation.
Department/Presenter: Phil Bourquin, Community Development Director
Recommended Action: Motion to approve Resolution No 1266

IX. HUMAN RESOURCES

- A. Ratify International Association of Fire Fighters (IAFF) Local #2444 Contract for the One-Year Period beginning January 1, 2013, and ending December 31, 2013
 - 1. Details: This has been previously discussed and guided by City Council, and has been the subject of Executive Sessions on labor negotiations. The agreement is with IAFF which represents employees of the Camas Fire Department. IAFF has ratified the labor agreement. A draft copy of the contract is attached.
Department/Presenter: Jennifer Gorsuch, Human Resources Director
Recommended Action: Recommend ratification of the contract and authorization for the Mayor and City Administrator to sign the contract

X. EXECUTIVE SESSION

- A. Potential Litigation

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 person with special needs have opportunities to participate. For more information, please call 360.834.6864.



PLANNING CONFERENCE MINUTES - Draft
Friday, January 25, 2013 at 1:00 p.m.
Camas City Hall, 616 NE 4th Avenue

I. WELCOME

The City of Camas Planning Conference began at 1:03 p.m.

In attendance were Mayor Scott Higgins, and Council members Greg Anderson, Don Chaney, Tim Hazen, Steve Hogan, Melissa Smith and Shannon Turk.

Staff members present were Parks and Recreation Manager Jerry Acheson, Community Development Director Phil Bourquin, Executive Assistant Leisha Copsey, Manager of Information Services Sherry Coulter, Finance Director Joan Durgin, Human Resources Director Jennifer Gorsuch, Special Projects Coordinator and retiring City Administrator Lloyd Halverson, Police Chief Mitch Lackey, Public Works Director Eric Levison, Police Captain Shyla Nelson, City Administrator Nina Regor, Fire Chief Nick Swinhart and Library Director David Zavortink. Brian Christopher, Chair of the Library Board of Trustees, was also present to give a presentation.

Randy Curtis, Parks and Recreation Commission member, and Heather Acheson, Editor of the Camas-Washougal Post Record, were also in attendance.

Camas School District Superintendent Mike Nerland was present to facilitate the conference.

There were approximately 8 members of the public present during the conference.

Mayor Higgins welcomed everyone to the conference and made opening remarks. City Administrator Nina Regor and Special Projects Coordinator Lloyd Halverson made brief statements.

II. PLANNING CONFERENCE OVERVIEW

Mayor Higgins gave a brief overview of the Planning Conference.

III. INTRODUCTIONS AND TEAM BUILDING EXERCISE

A. Introductions and Team Building Exercise

Details: Introductions were made and Council and staff participated in a team building exercise.

Department/Presenter: Mike Nerland, Superintendent of the Camas School District

IV. CITY ADMINISTRATION

A. Information Regarding the Camas School District's Operation & Maintenance and Technology Renewal Levies

Details: An update on this matter was provided as requested by the Camas School District.

Department/Presenter: Mike Nerland, Superintendent of the Camas School District

Camas School District Levies Presentation (attachment added - January 23, 2013)

Camas School District Levies Presentation (PDF format)

V. FIRE DEPARTMENT

A. Fire Department Year in Review and Outlook for 2013

Details: There was a brief discussion on the challenges and accomplishments of 2012 and a forecast of what the year 2013 holds for the Fire Department and for the merger between Camas and Washougal.

Department/Presenter: Nick Swinhart, Fire Chief

A joint meeting with the City of Washougal will be scheduled in the near future to discuss the direction of the fire department merger.

VI. MAYOR (item added January 25, 2013)

A. Technology Update

Details: A report was given regarding some of the accomplishments from 2012 and the goals for the year 2013, including partnership opportunities.

Department/Presenter: Scott Higgins, Mayor

VII. CITY ADMINISTRATION

A. The Roles of Boards, Commissions and Council Representatives, Including Representatives to Regional Organizations

Details: The focus of the topic was on refining and clarifying the expectations for boards, commissions, and Council liaisons to boards, commissions and regional organizations. As examples, this pertains to representation on boards of regional organizations such as C-TRAN and the Regional Transportation Council (RTC), where representation is shared by Camas and Washougal. This included further clarification of communication expectations.

Department/Presenter: Lloyd Halverson, Special Projects Coordinator and retiring City Administrator

Camas-Washougal Interlocal Agreement to Provide for the Appointment of Joint Representation on the C-TRAN and RTC Boards of Directors

Clear communication expectations regarding the roles of boards, commissions and Council representatives will be shared with the Mayor and Administrator of Washougal during one of the monthly meetings.

It was suggested that the liaisons and alternate liaisons representing regional organizations, from both Camas and Washougal, meet to clarify the communication expectations between the two cities. This information will then be brought back to both City Councils.

There was also discussion pertaining to the process of how Council should be selected to serve as liaisons to boards, commissions, regional organizations and the Mayor Pro-tem.

Nerland stated that there would be a break prior to the library presentation.

VIII. BREAK

The conference went into recess at 3:12 p.m.

The conference reconvened at 3:23 p.m.

IX. LIBRARY (item added January 25, 2013)

A. Camas Library News

Details: There was a presentation of a promotional video that is being created. There was also a demonstration of Zinio (an on-line data base for magazines), a new service being offered, and an update about library hours.

Department/Presenter: David Zavortink, Library Director and Brian Christopher, Library Board of Trustees Chair

X. CITY ADMINISTRATION

A. The General Fund Balancing Riddle - Long Term Options

Details: The presentation included a summary analysis of the "structural gap" between revenues and expenditures, and some summary information about options for the Camas City Council's consideration. The most recent City budgets are available on the City's website. The narrative budget messages gives some background and insight to the riddle. A summary memo of "options" is attached.

Department/Presenter: Lloyd Halverson, Special Projects Coordinator and retiring City Administrator

Summary Memo of Options (attachment added - January 25, 2013)

Paul Lewis Email Regarding Assessed Value (attachment added - January 25, 2013)

Watershed Timber Appraisal (attachment added - January 25, 2013)

Administration, staff and potentially a consultant will work on strategies through tailored public processes, to determine a path to longer term balance between community needs and ambitions on one hand, and resources and revenue measures on the other hand. These strategies will then be discussed during a mid-year planning conference.

XI. COMMUNITY DEVELOPMENT DEPARTMENT

Mayor Higgins stated that due to time constraints, that the Community Development Department topic will be postponed until the February 4, 2013, Council Workshop.

A. 2013 Community Development Work Plan and Priorities

Details: Each year the Community Development Department establishes a work plan that is reviewed with Council. The purpose of the work plan is to communicate and establish priorities of the department for the coming year.

Department/Presenter: Phil Bourquin, Community Development Director

2013 Active Projects Map (attachment added - January 25, 2013)

2013 Planning Department Work Plan (attachment added - January 25, 2013)

2013 Engineering Department Work Plan (attachment added - January 25, 2013)

2013 Building Department Work Plan (attachment added - January 25, 2013)

This topic will be discussed at the February 4, 2013, Council Workshop.

XII. CITY ADMINISTRATION

A. Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis

Details: SWOT analysis is a brainstorming approach to developing a work plan that effectively targets finite resources to the community's greatest needs. Strengths are traits or conditions that are advantages (natural or manmade), assets or resources. Weaknesses refer to what is currently not available, but should be; what is done poorly, or could be improved; or what should be avoided. Opportunities are current strengths that can be built upon; current weaknesses that can be easily converted or transformed; or positive trends that the City can take advantage of. Threats are current weaknesses that can't be easily converted or transformed; negative trends that the City currently faces or may face in the future; or obstacles to overcome.

Department/Presenter: Nina Regor, City Administrator

SWOT Analysis Presentation (attachment added - January 23, 2013)

SWOT Analysis Presentation (PDF format)

The next steps of the SWOT analysis will be discussed during the mid-year planning conference.

Nerland moved public comments up on the agenda due to time constraints. He also announced that a welcoming reception for the new City Administrator, Nina Regor, is being held at the library from 6 to 8 p.m.

XIII. PUBLIC COMMENTS (5:20 p.m.)

Randy Curtis, 947 NW 43rd Avenue, Camas, WA commented about the SWOT analysis.

Ken Hadley, 4011 F Circle, Washougal, WA suggested that a tutorial on how to navigate the City's website would be helpful.

Manoj Kripalani, PO Box 451, Camas, WA stated that the City has built a beautiful community and commented about the City's staff. He also thanked Halverson for his years of service to the community and remarked about the time allowed for public comments during the Council Meetings.

Mayor Higgins gave closing remarks.

XIV. COUNCIL COMMENTS AND REPORTS (5:00 p.m.)

Hogan, Turk, Anderson, Hazen and Smith thanked Halverson for his years of service to the community and welcomed Regor to the City.

Chaney encouraged the Camas and Washougal School Districts to become part of the Camas-Washougal Economic Development Association (CWEDA). Mayor Higgins responded that he will bring this matter up at the next CWEDA Board Meeting.

Anderson, Hazen and Smith commented about the planning conference.

Halverson thanked the City of Camas for the opportunity to serve the community.

Regor commented about her excitement to join the Camas community and thanked Halverson for his efforts and commitment to the City of Camas for the past 24 years.

Nerland made closing remarks and stated that he enjoyed the relationship that was built working with Halverson and the partnership between the school and the City. He also thanked Halverson and welcomed Regor to the City of Camas.

Nerland announced that the new Woodburn Elementary School will be opening in the fall and that Jan Strohmaier was selected to be the new principal. He added that Julie Mueller replaced Strohmaier as the principal at the Lacamas Heights Elementary School.

Mayor remarked about Halverson's pending retirement, the bright future of the City and thanked everyone for coming to the conference.

XV. ADJOURNMENT

The conference adjourned at 6:03 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 persons with special needs have opportunities to participate. For more information, please call 360.834.6864.

Quick Preview of Agenda and Supporting Documents - posted January 18, 2013

Planning Conference Agenda with Supporting Documents 

Mayor

City Clerk



**CITY COUNCIL REGULAR MEETING MINUTES – Draft
Monday, February 4, 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 7:02 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Excused: Linda Dietzman

Staff: Phil Bourquin, James Carothers, Jan Coppola, Leisha Copsey, Sherry Coulter, Joan Durgin, Jennifer Gorsuch, Jim Hodges, Roger Knapp, Mitch Lackey, Eric Levison and Nina Regor

Press: There were no members of the press present.

IV. PUBLIC COMMENTS

There were no comments from the public.

V. CONSENT AGENDA

- A.** Approve the minutes of the January 22, 2013, Camas City Council Meeting and the work session minutes of January 22, 2013.

January 22, 2013 City Council Meeting Minutes 

January 22, 2013, City Council Worksession Minutes 

- B.** Approve claim checks numbered 116089-116216, in the amount of \$396,257.68.

- C.** Approve Pay Estimate No. 1 for Project SS-571 Cedar Street Storm Sewer Realignment to Civil Works NW, Inc., in the amount of \$50,749.75. The work is for the period ending January 25, 2013.

Pay Estimate No. 1 for Project SS-571 

It was moved by Greg Anderson, seconded by Steve Hogan 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

Mayor and Council welcomed Nina Regor, City Administrator to the City team.

Hogan commented on February's First Friday event.

Hazen and Mayor expressed their appreciation to Susan Newlove, Administrative Support Assistant and Susan Wilde, Senior Administrative Assistant for the nice welcoming reception that they arranged for Nina Regor.

Chaney commented on the proposed debt forgiveness program that the Finance Committee has been discussing. This item will be on the February 19th Workshop Agenda.

VII. MAYOR

A. Announcements

There were no announcements from the Mayor.

VIII. COMMUNITY DEVELOPMENT

A. Public Hearing to Consider a Boundary Line Adjustment with the Gano Family

Details: City staff and David and Kristine Gano have been in discussions related to doing a Boundary Line Adjustment (BLA) along property lines that are common to the Gano family parcel and the Fallen Leaf Lake Park property. The intent of the BLA is to exchange equal areas of property in a manner that will benefit each party. Ordinance No. 2509 requires that a public hearing be conducted "prior to the sale, conveyance, transfer, or other disposition of open space, park, or recreational land owned by the City." The purpose of the public hearing is to provide notice of the proposed property exchange and to provide an open forum to obtain public comments.

Department/Presenter: James Carothers, Engineering Manager

Memorandum Gano Boundary Line Adjustment

City Ordinance No. 2509

Gano Boundary Line Adjustment Map

Gano Boundary Line Adjustment Image No. 1

Gano Boundary Line Adjustment Image No. 2

Mayor Higgins opened and closed the public hearing at 7:08 p.m., as there was no public testimony.

It was moved by Greg Anderson, seconded by Don Chaney to authorize staff to proceed with the administrative processing of the boundary line adjustment. The motion carried unanimously.

B. Resolution No. 1262 Approving the Goodwin Road Speed Limit

Details: Clark County recently deeded Goodwin Road to the City of Camas. State statute assigns the speed limit of county roads at 50 miles per hour and city roads at 25 miles per hour, unless otherwise adopted by the local governing agency. This resolution will clearly designate the maximum speed for this corridor. Because the site distance for motorists entering the corridor at Camas Meadows Drive looking west is adequate only for a 35 mile per hour travel speed on Goodwin Road, this resolution sets the maximum speed of NE 13th Street and the southwest end of NE Goodwin Road at 35 miles per hour. Goodwin Road from 400 feet northeast of Camas Meadows Drive to Lacamas Creek will remain at 50 miles per hour.

Department/Presenter: James Carothers, Engineering Manager

Resolution No. 1262

Goodwin Road Speed Limit Map

It was moved by Don Chaney, seconded by Steve Hogan that Resolution No. 1262 be read by title only. The motion carried unanimously.

It was moved by Don Chaney, seconded by Steve Hogan that Resolution No. 1262 be adopted. The motion carried unanimously.

IX. FINANCE DEPARTMENT

A. Resolution No. 1263 to Increase the Advance Travel Fund from \$1,000.00 to \$1,500.00

Details: The State Auditor's office allows the use of an advance travel account for employees and officials to use strictly for travel expenses. The City has had this revolving account for over 30 years at a balance of \$1,000. With advances made for travel costs for training events, especially for Police and Fire staff, this account typically runs out of available funds until it is reimbursed through the accounts payable process. The Finance Department would like to increase the balance to \$1,500.00.

Department/Presenter: Joan Durgin, Finance Director

Resolution No. 1263

It was moved by Steve Hogan, seconded by Melissa Smith that Resolution No. 1263 be read by title only. The motion carried unanimously.

It was moved by Steve Hogan, seconded by Greg Anderson that Resolution No. 1263 be adopted. The motion carried unanimously.

- B.** Resolution No. 1264 authorizing the Emergency Rescue Fund to Borrow \$350,000.00 with Repayment by December 31, 2013

Details: Because the collection of property taxes in the Emergency Medical Services Fund is primarily only twice a year, cash is needed in this fund to meet monthly obligations. The fund will borrow \$350,000 from the Firemen's Pension Fund with a repayment required by December 31, 2013.

Department/Presenter: Joan Durgin, Finance Director

Resolution No. 1264

It was moved by Shannon Turk, seconded by Tim Hazen that Resolution No. 1264 be read by title only. The motion carried with Melissa Smith abstaining.

It was moved by Shannon Turk, seconded by Greg Anderson that Resolution No. 1264 be adopted with the corrections that were noted. (ie, that the third finding incorrectly references the General Fund and will be corrected to state that the funds will be borrowed from the Firemen's Pension Fund). The motion carried with Melissa Smith abstaining.

X. POLICE

- A.** Resolution No. 1265 Confirming the Appointment of the Camas Municipal Court Judges

Details: The City of Camas contracts with Clark County District Court to operate the Camas Municipal Court. The Mayor of Camas appoints the District Court Judges and Court Commissioners, by name, to the position of the Municipal Court Judge. The Council must confirm these appointments.

Department/Presenter: Mitch Lackey, Police Chief

Resolution No. 1265

It was moved by Steve Hogan, seconded by Melissa Smith that Resolution No. 1265 be read by title only. The motion carried unanimously.

It was moved by Steve Hogan, seconded by Melissa Smith that Resolution No. 1265 be adopted. The motion carried unanimously.

XI. HUMAN RESOURCES

- A. Ratify the Office and Professional Employees International Union, Local No. 11, AFL-CIO (Local No. 11) Contract for the one-year period beginning January 1, 2013, and ending December 31, 2013**

Details: This has been previously discussed and guided by City Council and has been the subject of executive sessions on labor negotiations. The agreement is with Local No. 11 which represents employees of the Camas Public Library. Local No. 11 has ratified the labor agreement. A draft copy of the contract is attached.

Department/Presenter: Jennifer Gorsuch, Human Resources Director

2013 Local No. 11 Draft Contract

It was moved by Don Chaney, seconded by Shannon Turk to approve the ratification of the Local No. 11 Contract and authorization for the Mayor and City Administrator to sign the contract. The motion carried unanimously.

XII. EXECUTIVE SESSION

- A. Potential Litigation**

The meeting recessed at 7:24 p.m., for discussion on potential litigation for an estimated 15 minutes. No further action will be taken.

XIII. ADJOURNMENT

The meeting adjourned at 7:56 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 person with special needs have opportunities to participate. For more information, please call 360.834.6864.

Quick Preview of Agenda and Supporting Documents - Posted January 30, 2013

Council Agenda with Supporting Documents 

Mayor

City Clerk



**CITY COUNCIL WORKSHOP MEETING MINUTES - Draft
Monday, February 4, 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: Greg Anderson, Don Chaney, Tim Hazen, Steve Hogan, Melissa Smith and Shannon Turk

Excused: Linda Dietzman

Staff: Phil Bourquin, James Carothers, Jan Coppola, Leisha Copsey, Joan Durgin, Cliff Free, Jennifer Gorsuch, Jim Hodges, Mitch Lackey, Eric Levison, Nina Regor and Ron Schumacher

Press: Heather Acheson, Camas-Washougal Post Record

III. PUBLIC COMMENTS

Marsha Rose, 432 NE 38th Avenue, Camas, commented on the City's mandatory garbage service. Levison acknowledged her concerns and noted that possible solutions will be offered for Council's consideration at the February 19th Council Workshop Meeting. Rose also noted safety concerns on SR-500 just outside of the city limits.

IV. SPECIAL PRESENTATIONS

Mayor Higgins stated that the Clark County Commission Special Presentation on Aging will be rescheduled to the March 4th Council Workshop.

A. Clark County Commission on Aging

Details: A short update will be given on the Commission's 2013 work plan

Department/Presenter: Lisa Rasmussen, Vice-Chair of the Clark County Commission on Aging

Commission on Aging Current Projects and Contacts

Commission on Aging Brochure

V. COMMUNITY DEVELOPMENT DEPARTMENT

A. 2013 Community Development Work Plan and Priorities

Details: Each year the Community Development Department establishes a work plan that is reviewed with Council. The purpose of the work plan is to communicate and establish priorities of the department for the coming year.

Department/Presenter: Phil Bourquin, Community Development Director

2013 Active Projects Map

2013 Planning Work Plan

2013 Engineering Work Plan

2013 Building Work Plan

The 2013 Community Development Work Plan was reviewed and discussed.

B. Change Order No. 1 for Project SS-571 Cedar Street Storm Sewer Realignment

Details: Council awarded this project to Civil Works NW, Inc., at the December 3, 2012, Council Meeting for \$56,165.80. Work on the project is now complete. This change order includes the following: 1) Force account work required to relay pipe across NE 6th Avenue due to a grade conflict in the amount of \$4,254.30; and 2) Credit for deletion of Bid Item No. 12 for 30 cubic yards of solid rock excavation at \$150 per yard equaling \$4,500.00. This change order is in the amount of a credit of \$266.34 including sales tax.

Department/Presenter: James Carothers, Engineering Manager

This item will be submitted for Council's consideration on the February 19, 2013, Consent Agenda.

C. Contract Extension for Project WS-720A 2013 STEP/STEF Tank Pumping

Details: The City's existing contract for annual STEP/STEF Tank Pumping with AAA Septic Service, Inc., (AAA Septic) allows for a contract extension to occur provided that both parties (The City of Camas and AAA Septic) mutually agree to such extension, subject to an adjustment of unit costs equal to the Portland Consumer Price Index (CPI) for the most recent 12 month period. The relevant CPI is plus 2.5 percent. Operations staff has indicated satisfactory results with the City's current contractor, AAA Septic. AAA Septic has indicated that they would like to perform the City's STEP/STEF Tank Pumping in 2013. The City has \$60,000 allocated for this work in the adopted 2013 Budget.

Department/Presenter: James Carothers, Engineering Manager

This item will be submitted for Council's consideration on the February 19, 2013, Consent Agenda.

D. Miscellaneous and Updates

Details: Updates on Miscellaneous or emergent items

Department/Presenter: Phil Bourquin, Community Development Director

There were no updates on miscellaneous or emergent items.

VI. PUBLIC WORKS DEPARTMENT

A. Professional Services Contract with Gray and Osborne for Sewer Odor Control Study

Details: This contract provides for the analytical assessment of data gathered in 2012. The study will provide recommendations for the lowest cost, most effective treatment option to control odor and corrosion issues associated with hydrogen sulfide for a cost not to exceed \$39,670.

Department/Presenter: Eric Levison, Public Works Director

Proposal for Wastewater Collection System Odor Control

This item will be submitted for Council's consideration on the February 19, 2013, Consent Agenda.

B. Hills at Round Lake (HARL) Regional Infrastructure Reimbursement

Details: The first phase of the HARL development is nearing completion on a number of regional facility installations including the Crown Road Water Line and Booster Station, 12" waterline upsize, Crown Road Sewer, Basin VI Sewer Pump Station and force main, and portions of Route J on the Transportation Impact Fee (TIF) Plan. The developer will be submitting invoices, System Development Charge and TIF credit voucher requests along with a Development Agreement for Council consideration.

Department/Presenter: Eric Levison, Public Works Director

Staff Report concerning the Hills at Round Lake

These items will be submitted for Council consideration on upcoming agendas.

C. Miscellaneous and Updates

Details: Updates on Miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

There were no updates on miscellaneous or emergent items.

VII. HUMAN RESOURCES

A. Staffing Update

Details: There have been recent employee departures in the City which need to be refilled. These positions were presented to City Council.

Department/Presenter: Jennifer Gorsuch, Human Resources Director

Council did not voice any objections to the positions being refilled.

VIII. CITY ADMINISTRATION

A. Miscellaneous and Scheduling

Details: Updates on Miscellaneous or scheduling items

Department/Presenter: Nina Regor, City Administrator

Regor commented about her first week on the job and stated that she has started the transcription of the Strengths, Weakness, Opportunities and Threats (SWOT) analysis and is scheduling the department SWOT analysis. The results will be presented to Council at a future meeting.

IX. MAYOR

A. Camas-Washougal Economic Development Association (CWEDA) Update

Details: A brief update was given about CWEDA's benchmarks and activities for 2012.

Department/Presenter: Mayor Scott Higgins

CWEDA's Impact Report

X. COUNCIL COMMENTS AND REPORTS

Mayor commented on the fire at the Crestline Elementary School in Vancouver and on the recent newspaper articles regarding economic development. He commended the Camas School District's offer of one of its schools as a temporary location.

Hogan commented on Georgia Pacific's Community Advisory Committee meeting that he will be attending and noted that February's First Friday Event was very enjoyable.

Chaney and Anderson attended and commented about the Regional Fire Authority (RFA) meeting. Anderson gave an overview of the meeting. A brief discussion followed.

Anderson stated that there is an upcoming C-Tran meeting.

Turk will be attending a Community Center Development Committee (CCDC) meeting and a Library Board of Trustees meeting.

Smith commented on the upcoming Regional Transportation Committee (RTC) meeting.

XI. PUBLIC COMMENTS

Ken Hadley, 4011 F Circle, Washougal, commented on the RFA meeting.

XII. ADJOURNMENT

The meeting adjourned at 5:29 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 persons with special needs have opportunities to participate. For more information, please call 360.834.6864.

Quick Preview of Agenda and Supporting Documents - Posted on January 30, 2013

Workshop Agenda with Supporting Documents 

Mayor

City Clerk

CITY OF Gamas PROJECT NO. WS-720 2012 STEP/STEF Tank Pumping			PAY ESTIMATE: SEVEN ~ FINAL PAY PERIOD: 10/1/12 through 2/9/12				AAA Septic Service PO Box 1668 Brush Prairie, WA 98606 (360) 687-8960				
			ORIGINAL CONTRACT AMOUNT: \$43,042.27 *								

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
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SANITARY SEWER

1	Commercial STEP & STEF Tank Pumping	1000 GAL	15.00	\$94.49	\$1,417.35	23.50	\$2,220.52	6.00	\$566.94	29.50	\$2,787.46
2	Residential STEP & STEF Tank Pumping	EA	406.00	\$94.49	\$38,362.94	367.00	\$34,677.83	0.00	\$0.00	367.00	\$34,677.83


SUBTOTAL:					\$39,780.29		\$36,898.35		\$566.94		\$37,465.29
Sanitary Sales Tax (8.4%):					\$3,341.54		\$3,099.46		\$47.62		\$3,147.08
Total:					\$43,121.83		\$39,997.81		\$614.56		\$40,612.37

	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ORIGINAL CONTRACT TOTAL	\$39,780.29	\$36,898.35	\$566.94	\$37,465.29
ADDITIONS / DELETIONS	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$39,780.29	\$36,898.35	\$566.94	\$37,465.29
SALES TAX (8.4%)	\$3,341.54	\$3,099.46	\$47.62	\$3,147.08
TOTAL CONTRACT	\$43,121.83	\$39,997.81	\$614.56	\$40,612.37
LESS 5% RETAINAGE		(\$1,844.92)	(\$28.35)	(\$1,873.26)
TOTAL LESS RETAIN.		\$38,152.89	\$586.22	\$38,739.10

* Original Contract Amount includes sales tax at 8.2%, but has been corrected where indicated.

SAN. ACT. NUMBER: 424.00.535.811.48

SAN. THIS PAY EST: \$586.22

F.I.

 Project Engineer
 Date 2/11/13


 Contractor
 Date 2/12/13


 Project Manager
 Date 2/12/13

WS-720A
 2013 STEP/STEF Tank Pumping
 Appendix A - Contract Extension

PROJECT NO. WS-720A DESCRIPTION: 2011 STEP/STEF Tank Pumping		2013 Rates adjusted using the the July 2012 Portland CPI of +2.5% AAA Septic Service P.O. Box 1668 Brush Prairie, WA 98606 360.687.8960				2012 Awarded Rates AAA Septic Service P.O. Box 1668 Brush Prairie, WA 98606 360.687.8960			
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL
BASE BID									
1	Commercial STEP & STEF Tank Pumping	1000 GAL	30	\$96.85	\$2,905.50	1000 GAL	15	\$94.49	\$1,417.35
2	Residential STEP & STEF Tank Pumping	EA	465	\$96.85	\$45,035.25	EA	406	\$94.49	\$38,362.94
					Subtotal				\$47,940.75
					Sales Tax (Items 1-2)				\$4,027.02
					TOTAL (BASIS OF AWARD)				\$51,967.77
									\$39,780.29
									\$3,341.54
									\$43,121.83

CITY OF CAMAS PROJECT NO. P-874A Project Name: Louis Bloch Park Restroom CDBG Project			PAY ESTIMATE: TWO PAY PERIOD: 1/11/13 Through 2/8/13 Original Contract Amount: \$149,179.72				Michael Green Construction, Inc. PO Box 142 Washougal, WA 98671 360.518.1476 360.817.9948 fax				
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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
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SCHEDULE "A" - PARKS											
1	MOBILIZATION	LS	1.00	\$7,000.00	\$7,000.00	1.00	\$7,000.00	0.00	\$0.00	1.00	\$7,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$1,800.00	\$1,800.00	0.75	\$1,350.00	0.15	\$270.00	0.90	\$1,620.00
3	CLEARING & GRUBBING	LS	1.00	\$1,600.00	\$1,600.00	1.00	\$1,600.00	0.00	\$0.00	1.00	\$1,600.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1.00	\$2,180.00	\$2,180.00	1.00	\$2,180.00	0.00	\$0.00	1.00	\$2,180.00
5	ROADWAY EXCAVATION INCLUDING HAUL	CY	43.00	\$21.00	\$903.00	43.00	\$903.00	0.00	\$0.00	43.00	\$903.00
6	CRUSHED SURFACING TOP COURSE	TN	38.00	\$24.20	\$919.60	38.00	\$919.60	0.00	\$0.00	38.00	\$919.60
7	CRUSHED SURFACING BASE COURSE	TN	22.00	\$24.20	\$532.40	22.00	\$532.40	0.00	\$0.00	22.00	\$532.40
8	HMA CL. 1/2" PG 64-22	TN	13.00	\$275.00	\$3,575.00	0.00	\$0.00	13.34	\$3,668.50	13.34	\$3,668.50
9	EROSION CONTROL AND WATER POLLUTION CTRL	LS	1.00	\$2,000.00	\$2,000.00	0.50	\$1,000.00	0.25	\$500.00	0.75	\$1,500.00
10	ROADSIDE RESTORATION	LS	1.00	\$2,000.00	\$2,000.00	0.50	\$1,000.00	0.25	\$500.00	0.75	\$1,500.00
11	CEMENT CONCRETE TRAFFIC CURB	LF	67.00	\$18.10	\$1,212.70	64.00	\$1,158.40	0.00	\$0.00	64.00	\$1,158.40
12	CEMENT CONCRETE PEDESTRIAN CURB	LF	32.00	\$18.10	\$579.20	33.50	\$606.35	0.00	\$0.00	33.50	\$606.35
13	CEMENT CONCRETE SIDEWALK	SY	73.00	\$54.50	\$3,978.50	19.00	\$1,035.50	0.00	\$0.00	19.00	\$1,035.50
14	CEMENT CONCRETE SIDEWALK RAMP, TYPE 2	EA	1.00	\$1,800.00	\$1,800.00	1.00	\$1,800.00	0.00	\$0.00	1.00	\$1,800.00
15	WHEEL STOP	EA	2.00	\$125.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
16	IRRIGATION SYSTEM	LS	1.00	\$1,250.00	\$1,250.00	0.00	\$0.00	1.00	\$1,250.00	1.00	\$1,250.00
17	RESTROOM	LS	1.00	\$66,615.00	\$66,615.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
18	RESTROOM ACCESSORIES	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
19	ELECTRICAL SYSTEM	LS	1.00	\$16,500.00	\$16,500.00	0.34	\$5,610.00	0.00	\$0.00	0.34	\$5,610.00
20	PROJECT DOCUMENTATION	LS	1.00	\$5,000.00	\$5,000.00	0.25	\$1,250.00	0.25	\$1,250.00	0.50	\$2,500.00
Parks Subtotal (Items 1-20):					\$124,695.40		\$27,945.25		\$7,438.50		\$35,363.75
Sales Tax: (Items 1-20)						Rate: 8.4%	\$10,474.41		\$624.83		\$2,972.24
Parks Total:					\$135,169.81		\$30,292.65		\$8,063.33		\$38,355.99

SCHEDULE "B" - WATER											
22	SERVICE CONNECTION, 1 INCH DIA.	EA	1.00	\$4,000.00	\$4,000.00	1.00	\$4,000.00	0.00	\$0.00	1.00	\$4,000.00
Water Subtotal: (Item 22)					\$4,000.00		\$4,000.00		\$0.00		\$4,000.00
Sales Tax: (Item 22)						Rate: 8.4%	\$336.00		\$0.00		\$336.00
Water Total:					\$4,336.00		\$4,336.00		\$0.00		\$4,336.00

SCHEDULE "C" - SEWER											
21	TRENCH SAFETY SYSTEM (MINIMUM BID \$1/L.F.)	LF	100.00	\$6.00	\$600.00	100.00	\$600.00	0.00	\$0.00	100.00	\$600.00
23	PVC SANITARY SEWER PIPE, 6 INCH DIA.	LF	57.00	\$58.00	\$3,192.00	57.00	\$3,192.00	0.00	\$0.00	57.00	\$3,192.00
24	ABS COMPOSITE SEWER PIPE, 4 INCH DIA.	LF	33.00	\$30.12	\$993.96	33.00	\$993.96	0.00	\$0.00	33.00	\$993.96
25	SEWER CLEANOUT, 4 INCH DIA.	EA	1.00	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00	1.00	\$300.00
26	SEWER CLEANOUT, 6 INCH DIA.	EA	1.00	\$400.00	\$400.00	1.00	\$400.00	0.00	\$0.00	1.00	\$400.00
27	CONNECTION TO DRAINAGE STRUCTURE	EA	1.00	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00
28	RE-CHANNEL MANHOLE	EA	1.00	\$450.00	\$450.00	1.00	\$450.00	0.00	\$0.00	1.00	\$450.00
Sewer Subtotal (Items 21, 23-28):					\$7,435.96		\$7,435.96		\$0.00		\$7,435.96
Sales Tax: (Items 21, 23-28)						Rate: 8.4%	\$624.62		\$0.00		\$624.62
Sewer Total:					\$8,060.58		\$8,060.58		\$0.00		\$8,060.58

CITY OF CAMAS PROJECT NO. P-874A Project Name: Louis Bloch Park Restroom CDBG Project			PAY ESTIMATE: TWO PAY PERIOD: 1/11/13 Through 2/8/13 Original Contract Amount: \$149,179.72				Michael Green Construction, Inc. PO Box 142 Washougal, WA 98671 360.518.1476 360.817.9948 fax				
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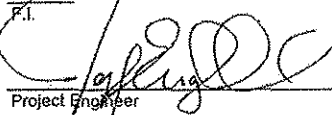
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
SCHEDULE "D" - STORMWATER											
29	UNDERDRAIN PIPE, 3 INCH DIA.	LF	47.00	\$14.89	\$699.83	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
30	DRAIN PIPE, 3 INCH DIA.	LF	77.00	\$10.24	\$788.48	40.00	\$409.60	0.00	\$0.00	40.00	\$409.60

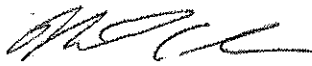
Stormwater Subtotal (Items 29-30): \$1,488.31 \$409.60 \$0.00 \$409.60
Sales Tax: (Items 29-30) Rate: 8.4% \$125.02 \$34.41 \$0.00 \$34.41
Stormwater Total: \$1,613.33 \$444.01 \$0.00 \$444.01


	ORIGINAL CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SUBTOTALS	\$137,619.67	\$39,790.81	\$7,438.50	\$47,229.31
CHANGE ORDERS TO DATE	-----	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$137,619.67	\$39,790.81	\$7,438.50	\$47,229.31
SALES TAX (8.4%)	\$11,560.05	\$3,342.43	\$624.83	\$3,967.26
TOTAL CONTRACT	\$149,179.72	\$43,133.24	\$8,063.33	\$51,196.57
LESS 6% RETAINAGE	-----	(\$1,989.54)	(\$371.93)	(\$2,361.47)
TOTAL LESS RETAIN.	-----	\$41,143.70	\$7,691.41	\$48,835.11

PARKS ACCT. NUMBER: 300-00-594-760-63
WATER ACCT. NUMBER: 424-00-594-340-65
SEWER ACCT. NUMBER: 424-00-594-360-65
STORM ACCT. NUMBER: 419-00-594-630-65

THIS PAY EST. LESS RETAINAGE \$7,691.41
THIS PAY EST. LESS RETAINAGE \$0.00
THIS PAY EST. LESS RETAINAGE \$0.00
THIS PAY EST. LESS RETAINAGE \$0.00

P.I.

Project Engineer Date 1/8/13


Contractor Date 1/8/13


Project Manager Date 1/8/2013



Gray & Osborne, Inc.
CONSULTING ENGINEERS

January 22, 2013

Mr. Eric Levison
Public Works Director
City of Camas
616 NE Fourth Avenue
Camas, Washington 98642

**SUBJECT: PROPOSAL FOR WASTEWATER COLLECTION SYSTEM ODOR
AND CORROSION CONTROL STUDY – PHASE 2
CITY OF CAMAS, CLARK COUNTY, WASHINGTON
G&O #20107.36**

Dear Mr. Levison:

Per your request, Gray & Osborne, Inc. submits this proposal for Phase 2 of the Wastewater Collection System Odor and Corrosion Control Study.

The City's collection system has had periodic odor issues in recent years. In addition, hydrogen sulfide emissions from the City's collection system have resulted in significant corrosion in the collection system. Left unchecked, this corrosion will cause the premature failure and/or reduce the service life of millions of dollars of collection system infrastructure, including collection system piping and pump station equipment.

In Phase 1 of the study completed in 2012, background data was collected, hydrogen sulfide concentrations monitored, and sewage samples analyzed. In Phase 2, hydrogen sulfide generation in key portions of the City's collection system will be modeled. The City's existing odor and corrosion control facilities will be evaluated, and additional odor and corrosion control facilities and practices will be identified as part of the development of a comprehensive odor and corrosion control strategy for the City's wastewater collection system.

WaferTech discharges high concentrations of sulfate, a key hydrogen sulfide precursor, but also significant concentrations of nitrate, which prevents the formation of hydrogen sulfide. In Phase 1, sample collection for the STEP Main serving West Camas was coordinated with WaferTech. In Phase 2, the current and future impacts of WaferTech's discharges on the potential for odor formation and control, and the possibilities of



Mr. Eric Levison
January 22, 2013
Page 2

coordination with WaferTech for odor and corrosion control (e.g., through coordinated addition of nitrate), will be evaluated.

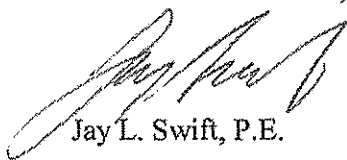
We have included a limited amount of additional, targeted liquid and gas monitoring in this phase to corroborate the findings of Phase 1, assist with model calibration, and establish the temperature dependence of the gas-to-liquid ratios of hydrogen sulfide at key points in the collection system. The locations of this additional testing will be established after preliminary evaluation of the hydrogen sulfide generation model. This additional testing may also be used to assess the impact of preliminary modifications to chemical dosing rates.

For this project, John Wilson will serve as Project Manager. I will serve as Project Engineer, with assistance from Ken Alexander, Mallory Taylor, and Greg Harem in our Vancouver office and Jon Hinton in our Olympia office. As indicated in the attached Exhibit B, the estimated cost of the attached scope of work is the not-to-exceed amount of \$39,670.

Please advise us should you require any additional information concerning this proposal.

Very truly yours,

GRAY & OSBORNE, INC.



Jay L. Swift, P.E.

JLS/hhj
Encl.

cc: Mr. Jim Hodges, Capital Projects Manager, City of Camas
Mr. Ken Alexander, P.E., Client Manager, Gray & Osborne, Inc., Vancouver



Mr. Eric Levison
January 22, 2013
Page 3

**CITY OF CAMAS – WASTEWATER COLLECTION SYSTEM ODOR AND
CORROSION CONTROL STUDY – PHASE 2**

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current On-Call Wastewater Engineering Services Contract dated September 16, 2002, for a cost not to exceed \$39,670 as noted herein without further written direction and authorization of the City.

Name (Print)

Title

Signature

Date

EXHIBIT A

SCOPE OF WORK

CITY OF CAMAS WASTEWATER COLLECTION SYSTEM ODOR AND CORROSION CONTROL STUDY – PHASE 2

This exhibit describes a scope of work for Phase 2 of the Wastewater Collection System Odor and Corrosion Control Study, to provide evaluation and recommendations for optimization of odor and corrosion control facilities and practices throughout the City of Camas wastewater collection system.

The City's collection system has had periodic odor issues in recent years. In addition, hydrogen sulfide emissions from the City's collection system have resulted in significant corrosion in the collection system. Left unchecked, this corrosion will cause the premature failure and/or reduce the service life of millions of dollars of collection system infrastructure, including collection system piping and pump station equipment.

The proposed scope of work is described below.

PROPOSED SCOPE OF WORK

Task 1 – Updating Background Data and Odor and Corrosion Problem Areas

- A. Meet with City staff to update background data for the pump stations, force mains, gravity sewers and other appurtenances related to the wastewater conveyance systems serving the City. Available background data required may include record drawings, contract documents, and access to public works staff and sites to discuss odor and corrosion characteristics, facility operations, and determine pumping and flow characteristics.
- B. Update and review with City the list of existing odor and corrosion control facilities within the wastewater collection system to determine the types of technology, design bases, and operation and maintenance history of each system.
- C. Update list of odor complaints received by City and issues identified by City staff to determine if there are any links to time of day, time of year, or changes in flow (decreased flow when schools are not in session or increased flow from parks and camping/RV facilities during peak summertime use). Update list of infrastructure damaged by corrosion.

- D. Identify current and future force main discharge points receiving wastewater with long detention times and any other locations where the City has received significant odor complaints or has corrosion concerns. Update list of areas with STEP systems pumping into force mains based on number of homes connected and include estimated flows in detention time calculations.

Task 2 – Odor Control Facilities Evaluation

- A. Update past and current dosing rates of chemical injection systems used on force, STEP, and pressure mains. Review and evaluate Phase 1 gas and liquid monitoring data, in combination with dosing rates, to determine effectiveness of existing odor control measures.
- B. Evaluate pump station sites and force main profiles of facilities with high wastewater detention time and/or documented odor problems at force main discharge points.
- C. Using gas and liquid monitoring data obtained in Phase 1, the physical layout of the sewer system, and current and projected future flow rates, construct a preliminary computer model to evaluate denitrification (consumption of nitrate) and sulfate reduction (formation of hydrogen sulfide) in the key sewer lines, including the 21-inch STEP Main serving West Camas and WaferTech, in the City's collection system at current conditions and at projected 2025 conditions identified in the City's General Sewer/Wastewater Facility Plan.
- D. Conduct additional, targeted liquid and gas monitoring in this phase to corroborate the findings of Phase 1, assist with model calibration, establish the temperature dependence of the gas-to-liquid ratios of hydrogen sulfide at key points in the collection system, and/or determine the efficacy of modified operations (e.g., higher nitrate feed rates). The locations of this additional testing will be established after preliminary evaluation of the hydrogen sulfide generation model. After consultation with the City, the existing odor control operations (e.g., nitrate feed rates) may be modified prior to this testing.

A maximum of three liquid samples will be taken and a maximum of 3 weeks of additional gas monitoring is included. The City's two hydrogen sulfide monitors will be installed in selected air vacs, pressure main discharge locations, and problem manholes for the gas monitoring.

- E. Update model and revise model calibration to reflect the results of the additional monitoring conducted. Model future reaction rates for denitrification and sulfate reduction and determine expected chemical

concentrations during critical conditions (summer) in the key sewer lines, including the 21-inch STEP Main serving West Camas and WaferTech, using the computer model, based on current and projected 2025 domestic and industrial loadings.

Task 3 – Odor Control Facilities Recommendations

- A. Evaluate potential modifications to the existing chemical injection (i.e., Biomagic) process for the 21-inch STEP line. Consider other chemicals as replacements or supplements. Evaluate the impact of the WaferTech wastewater discharge (known to contain sulfuric acid wastes) on odor generation and control. Discuss with WaferTech possible cooperation on odor control strategies.
- B. Evaluate potential for carbon adsorption/oxygen/ozone/chemical dosing at pump station sites or remote sites adjacent to force mains to alleviate odor formation in downstream facilities. Evaluation shall include adequacy of the City's existing odor control facilities.
- C. Evaluate potential odor and corrosion control sites adjacent to gravity flow facilities if hydrogen sulfide formation cannot be eliminated by force main odor and corrosion treatment facilities discussed above.
- D. Develop a matrix to evaluate odor and corrosion control options.
- E. Calculate estimated operation and maintenance costs for odor control facilities, both for existing and for most feasible alternatives for odor and corrosion control system modifications, based on matrix evaluation.
- F. Calculate planning level capital cost estimates for most feasible alternatives for odor and corrosion control system modifications.

Task 4 – Completion of Wastewater Collection System Odor and Corrosion Control Study

- A. Prepare and provide the City with a draft Wastewater Collection System Odor and Corrosion Control Study that documents the evaluation of the system, identifies locations of odors and corrosion or areas with high potential for current and future odor formation, provides alternatives for odor and corrosion control, recommends the preferred alternative(s), and provides planning level cost estimates for the design, construction, and operation of the recommended odor and corrosion control facilities. The report will provide recommendations for an overall odor control strategy based on potential influencing factors:

- Wastewater Temperature
 - pH
 - Hydrogen Sulfide Aqueous and Gaseous Concentrations
 - Flow Rate
 - Seasonal Changes
 - Industrial Dischargers
 - Recommended Dosing Rates
- B. Attend a meeting to review the draft report with City staff to discuss findings and recommendations.
- C. Incorporate review comments and provide four copies of final Wastewater Collection System Odor and Corrosion Control Study to City.

ASSUMPTIONS/EXCLUSIONS/CITY RESPONSIBILITIES

The City will provide its two 0 to 200 ppm hydrogen sulfide, calibrated “Odalog” instruments for installation by Gray & Osborne staff.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Camas - Wastewater Collection System Odor and Corrosion Control Study - Phase 2

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours
1 Updating Background Data and Odor and Corrosion Problem Areas			
A Meeting with City	2	2	
B Update and Review Existing Odor and Corrosion Control Facilities		2	2
C Update Odor and Corrosion Issues List		1	1
D Force Main Analysis		2	4
2 Odor and Corrosion Control Facilities Evaluation			
A Evaluate Effectiveness of Existing Practices		4	8
B Evaluate Pump Stations		2	4
C Construct Preliminary Hydrogen Sulfide Generation Model	1	8	16
D Conduct Additional Gas and Liquid Testing		8	16
E Update and Revise Hydrogen Sulfide Generation Model		8	12
F Model Current and 2025 Hydrogen Sulfide Generation	1	8	8
3 Odor Control Facilities Recommendations			
A Evaluate Potential Chemical Injection Modifications	2	8	8
B Evaluate Potential for Carbon Adsorption/Oxygen/Ozone/Chemical Dosing at Pump Stations	2	8	8
C Evaluate Potential for Odor and Corrosion Control Sites Adjacent to Gravity Flow Facilities	2	4	8
D Develop a Matrix to Evaluate Odor and Corrosion Control Options	1	2	4
E Evaluate Operation and Maintenance Costs of Top Alternatives	1	4	8
F Evaluate Capital Costs of Top Alternatives	1	4	8
4 Completion of Wastewater Collection System Odor and Corrosion Control Study			
A Prepare Draft Report	2	16	40
B Meeting with City	2	2	
C Prepare Final Report	2	8	8
Hour Estimate:	19	101	163
Estimated Hourly Rates:	\$56	\$46	\$38
Direct Labor Cost	\$1,064	\$4,646	\$6,194

Subtotal Direct Labor:	\$ 11,904
Indirect Costs (180%):	\$ 21,427
Total Labor Cost:	\$ 33,331
Fee (15%):	\$ 5,000
Subtotal Labor & Fees:	\$ 38,331
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 739
Testing Laboratory	\$ 600
TOTAL ESTIMATED COST:	\$ 39,670



STAFF REPORT

FROM: Eric Levison

DATE: January 28, 2013

ITEM: February 4th Workshop

Hills at Round Lake (HARL) regional infrastructure development closeout:

The HARL development is close to substantial completion. This development has installed a number of regionally significant improvements that are eligible for System Development Charge (SDC) or Traffic Impact Fee (TIF) cash reimbursement or credit vouchers. The improvements listed below have been discussed by Council over several meetings dating back to 2010 and were part of the original Development Agreement for the site. Regional facilities installed include 6650 feet of 24" water line on Crown Road, 3607 feet of 12" waterline from Crown Rd to SE 15th Ave, 5476 feet of 12" sewer force main on Crown Rd, installation of regional components of Basin VI sewer lift station and 2714 feet of 6" sewer force main that connects the regional sewer pump station and the force main on Crown Rd. The developer has also constructed 834 feet of TIF route J. The City is responsible for the regional cost of these improvements in accordance with (CMC 3.88.140, 13.72.040, and 13.52.040). As part of the compensation package the developer requested upsize payment for the 12" waterline upsize to be processed as a Developer Agreement at the April 2, 2012 workshop. Reimbursement for these improvements will require a number of separate transactions as follows:

- Cash payment of \$198,090 for Crown Rd Water Booster Station
- Cash payment of \$458,010 for Crown Rd 24" water line

- Water SDC credit voucher in the amount of \$827,635 for owed balance of the Crown Rd 24" water line
- Sewer SDC credit voucher in the amount of \$846,820 for 12" force main, 6" force main and Sewer pump station
- Approve an Developer Agreement for the 12" water line upsized consistent with the staff memo of April 2, 2012 in the amount of \$102,316.67
- A TIF credit voucher in the amount of \$381,900 for the portion of route J of the TIF study.

Staff anticipates that documents will be ready for Council consideration at the February 18th meeting. All of the cash components listed above are in the 2013 approved budget.



LANDERHOLM

Legal advisors. Trusted advocates.

Randall B. Printz
805 Broadway Street
Suite 1000
PO Box 1086
Vancouver, WA 98666

T: (360) 816-2524
T: (503) 283-3393
F: (360) 816-2529
E: randy.printz@landerholm.com

February 11, 2013

Eric Levison
City of Camas
616 NE Fourth Ave.
P.O. Box 1055
Camas Washington 98607

Re: TIF and SDC credits for Hills at Round Lake

Dear Eric:

As you know, under the City's Capital Facilities Plans (CFPs) for sewer, water and transportation, an entity is entitled to System Development Charge (SDC) credits, or Transportation Impact Fee (TIF) credits, if they construct certain improvements identified on the respective CFP. In this case, the Hills at Round Lake LLC (HARL) has completed some of those qualifying improvements. A list of those improvements and the costs estimated in the respective CFPs is attached to this letter.

The City reviewed and approved the design of these improvements and has now accepted these improvements constructed by HARL. As such, HARL is now entitled to receive SDC and TIF credits as expressly provided for in the City's adopted CFPs for sewer, water and transportation.

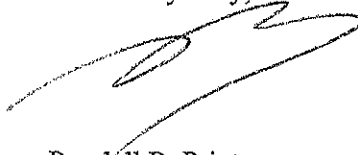
As indicated in the attached documentation, and as previously discussed with the City, the following are the respective amounts of SDC and TIF credits to be issued to HARL under the CFPs; and a payment of cash, as also provided for in the water CFP. Based upon the presence of the identified improvements on the City's CFP's and the estimated costs therein; and the City's acceptance of the qualifying improvements, HARL hereby requests that the City issue the following amounts of SDC credits, TIF credits and cash:

Sewer SDC credits	\$846,820
Water SDC credits	\$827,635
Water cash	\$656,100
TIF credits	381,900

Eric, please let me know if you have any questions.

Re: TIF and SDC credits for Hills at Round Lake
February 11, 2013
Page 2

Yours very truly,

A handwritten signature in black ink, appearing to be "R. Printz", written over a horizontal line.

Randall B. Printz

RBP/ss
Enclosure
HOLH01-000089 - 650072.doc

HILLS AT ROUND LAKE SANITARY SEWER IMPROVEMENT CREDITS
MARCH 2011

**Basin VI Lift Station Improvement (as estimated in Camas General Sewer Plan (GSP)
April 2010)**

Total cost in GSP for improvement	\$830,000
Total cost to be constructed by developer	\$781,500
Amount reimbursable to private constructor under GSP	\$276,667
Percentage of total project constructed by developer (developer not constructing 2 – 23 hp pumps = \$48,500)	94%
Total amount reimbursable under GSP to developer ($\$276,667 \times .94$)	<u>\$260,067</u>

6" Force Main D-6

Reimbursement allowed by GSP on per l.f. basis	\$52.50
Lineal feet of improvement to be constructed by developer	2714
Total amount reimbursable under GSP ($2714 \times \$52.50$)	<u>\$142,485</u>

12" Force Main Crown Road

Reimbursement allowed by GSP on per l.f. basis	\$81.13
Lineal feet of improvement to be constructed by developer	5476
Total amount reimbursable under GSP ($5476 \times \$81.13$)	<u>\$444,268</u>

Total Amount Reimbursable under GSP For Sewer Improvements **\$846,820**

Cost for Two pumps

2 pumps	\$28,500
(per budget figures provided by Romtec for future installation of two 23 hp pumps)	
Tax Rate (8.9%)	<u>2,540</u>
Subtotal	\$31,040
Contingency (25%)	<u>7,760</u>
Subtotal	\$38,800
Engineering and Admin. Costs (25%)	<u>9,700</u>
Total not constructed	\$48,500

Reimbursable Cost per L.F. 6" Force Main

\$63,000/3/400 L.F.	\$52.50
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Reimbursable Cost per L.F. 12" Force Main

\$1,144,000/3/4700 L.F.	\$81.13
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CITY OF CAMAS
 GENERAL SEWER/WASTEWATER FACILITY PLAN AMENDMENT
 PRELIMINARY COST ESTIMATE
 BASIN VI LIFT STATION (265 gpm peak flow)

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>
1	Mobilization/Demobilization	1	LS	\$ 52,000	\$ 52,000
2	Clearing & Grubbing	1	LS	\$ 7,000	\$ 7,000
3	Dewatering	1	LS	\$ 20,000	\$ 20,000
4	Erosion Control	1	LS	\$ 7,000	\$ 7,000
5	Temporary Shoring & Bracing	1	LS	\$ 11,500	\$ 11,500
6	Trench Excavation Safety Systems	1	LS	\$ 3,000	\$ 3,000
7	Concrete Slabs and Foundations	1	LS	\$ 13,800	\$ 13,800
8	Gravel Base	250	TN	\$ 20	\$ 5,000
9	Grading and Paving	1	LS	\$ 20,000	\$ 20,000
10	Fencing	250	FT	\$ 50	\$ 12,500
11	Utilities & Misc. Site Improvements	1	LS	\$ 8,000	\$ 8,000
12	Electrical Shelter	1	LS	\$ 11,500	\$ 11,500
13	Painting & Dampproofing	1	LS	\$ 50,000	\$ 50,000
14	Pumps and Level Control	1	LS	\$ 57,200	\$ 57,200
15	Piping, Valves and Accessories	1	LS	\$ 36,600	\$ 36,600
16	Generator System	1	LS	\$ 36,600	\$ 36,600
17	Electrical	1	LS	\$ 54,900	\$ 54,900
18	Instrumentation & Telemetry	1	LS	\$ 40,000	\$ 40,000
19	Utility Service (PUD)	1	LS	\$ 12,000	\$ 12,000
20	Programming, Startup, SCADA, Documentation	1	LS	\$ 20,000	\$ 20,000
	Subtotal				\$ 478,600
	Sales Tax (8.9%)				\$ 42,595
	Subtotal				\$ 521,195
	Contingency (25%)				\$ 130,299
	TOTAL ESTIMATED CONSTRUCTION COST				\$ 660,000
	Engineering and Administrative Costs (25%)				\$ 170,000
	Total Project Cost (Rounded)				\$ 830,000



Chad McMurry <chad@olsonengr.com>

HILLS AT ROUND LAKE - BUDGETARY ESTIMATE FOR FUTURE PUMPS

Anisa Bear <romtec3@romtecutilities.com>
To: Chad McMurry <chad@olsonengr.com>

Wed, Feb 23, 2011 at 1:31 PM

Chad,

The costs to install the future pumps are as follows:

1. Purchase of two Flygt NP 3153 23 HP pumps = approximately \$28,500 (includes freight to the job site)

Note: This is the current list price of these pumps. Flygt pumps increase in price every year 2 – 8%. This also does not include sales tax.

2. Installation of the above two pumps = approximately \$2,500 (provided by Flygt)

Sincerely,

Romtec Utilities, Inc.



Anisa Bear
Manager, Business Operations

541-496-9678

541-496-0804

COMPLETE PUMPING SYSTEMS

WASTEWATER - STORM WATER - INDUSTRIAL PROCESS WATER - OILY WATER -
ENVIRONMENTAL CLEAN UP - MITIGATION

CITY OF CAMAS
GENERAL SEWER/WASTEWATER FACILITY PLAN AMENDMENT
PRELIMINARY COST ESTIMATE
Install 4,700 LF of 12-inch Force Main

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization, Cleanup, and Demobilization	LUMP SUM	\$ 50,000.00	\$ 50,000.00
2	12-inch FM Sewer Pipe	4700 LF	\$ 90.00	\$ 423,000.00
3	Locate Existing Utilities	LUMP SUM	\$ 12,000.00	\$ 12,000.00
4	Traffic Control	LUMP SUM	\$ 1,200.00	\$ 1,200.00
5	Erosion Control	LUMP SUM	\$ 12,000.00	\$ 12,000.00
6	Trench Safety Systems	LUMP SUM	\$ 4,700.00	\$ 4,700.00
7	Gravel Backfill	2410 TN	\$ 15.00	\$ 36,150.00
8	Connections to Existing	2 EA	\$ 2,500.00	\$ 5,000.00
9	Foundation Gravel	300 TN	\$ 25.00	\$ 7,500.00
10	Crushed Surfacing, Top Course	120 TN	\$ 25.00	\$ 3,000.00
11	Cold Mix Asphalt	200 TN	\$ 85.00	\$ 17,000.00
12	Asphalt Pavement Repair	3140 SY	\$ 20.00	\$ 62,800.00
13	Sawcutting	9400 LF	\$ 4.00	\$ 37,600.00
Subtotal:.....				\$ 671,950.00
Sales Tax (8.9%):.....				\$ 59,803.55
Subtotal:.....				\$ 731,753.55
Contingency (25%):.....				\$ 182,946.45
TOTAL ESTIMATED CONSTRUCTION COST:.....				\$ 914,700.00
Engineering and Administrative Costs (25%):.....				\$ 228,700.00
TOTAL ESTIMATED PROJECT COST:.....				\$ 1,144,000.00

CITY OF CAMAS
GENERAL SEWER/WASTEWATER FACILITY PLAN AMENDMENT
PRELIMINARY COST ESTIMATE
Install 400 LF of 6-inch Force Main

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
1	Mobilization, Cleanup, and Demobilization	LUMP SUM	\$ 3,000.00	\$ 3,000.00
2	6-inch FM Sewer Pipe	400 LF	\$ 60.00	\$ 24,000.00
3	Locate Existing Utilities	LUMP SUM	\$ 1,000.00	\$ 1,000.00
4	Traffic Control	LUMP SUM	\$ 500.00	\$ 500.00
4	Erosion Control	LUMP SUM	\$ 1,000.00	\$ 1,000.00
6	Trench Safety Systems	LUMP SUM	\$ 400.00	\$ 400.00
9	Gravel Backfill	150 TN	\$ 15.00	\$ 2,250.00
11	Connections to Existing	1 EA	\$ 2,500.00	\$ 2,500.00
13	Foundation Gravel	20 TN	\$ 25.00	\$ 500.00
14	Crushed Surfacing, Top Course	5 TN	\$ 25.00	\$ 125.00
15	Cold Mix Asphalt	20 TN	\$ 85.00	\$ 1,700.00
16	Asphalt Pavement Repair	270 SY	\$ 20.00	\$ 5,400.00
17	Sawcutting	800 LF	\$ 4.00	\$ 3,200.00
Subtotal:.....				\$ 36,975.00
Sales Tax (8.9%):.....				\$ 3,290.78
Subtotal:.....				\$ 40,265.78
Contingency (25%):.....				\$ 10,034.23
TOTAL ESTIMATED CONSTRUCTION COST:.....				\$ 50,300.00
Engineering and Administrative Costs (25%):.....				\$ 12,600.00
TOTAL ESTIMATED PROJECT COST:.....				\$ 63,000.00

CHAPTER 6

FINANCIAL ANALYSIS

This chapter addresses the financial impacts of the proposed improvements to the collection and treatment system to support the North Urban Growth Area (NUGA) expansion as well as additional development in the Grass Valley area identified since December 2007.

The 2007 General Sewer/Wastewater Facility Plan addressed the financial impacts of the proposed improvements to the City's wastewater collection and treatment system. The City commissioned a Utilities Rate Study by FCS Group resulting in a final report issued in January 2010. The FCS Group study incorporated the NUGA expansion Capital Improvement Program (CIP) from this General Sewer Plan amendment into its analysis. A copy of the FCS Group Sewer Utility Rate Study is located in Appendix F.

The FCS Group study assumed the following for the NUGA expansion:

- Collection system costs are spread out over a 10-year period (2014-2023), with 10 percent of the improvements constructed each year.
- The City funds one third of the collection system improvements, developers will fund two thirds.
- Treatment plant expansion needed to support the NUGA will not be made until 2021.

The FCS Group financial analysis also incorporated into their analysis the debt service for a \$10 million Public Works Trust Fund (PWTF) loan that was acquired for the Phase 2 upgrades to the wastewater treatment facility now under construction. The City also received a \$1 million PWTF loan for the Phase 2 design.

The FCS Group analysis assumes that a limited amount of revenue from system development charges (4 percent annually) will be used to fund the collection and treatment system capital improvements, while the majority of the improvements will be funded by the PWTF loan (41 percent) and revenue bonds (53 percent), with the remaining amount coming from existing fund balances (2 percent).

An 82 percent rate increase is needed to fund the total operating and capital needs of the sewer system through 2013. A phased rate transition strategy is proposed over the time period: 34 percent in 2009, 10.6 percent in both 2010 and 2011, 8 percent in 2012 and 3 percent in 2013. Monthly residential rates that incorporate the FCSG recommended rate increases are as follows:

2008 - \$24.05

2009 - \$32.23

HILLS AT ROUND LAKE WATER IMPROVEMENT CREDITS
MARCH 2011

**Crown Road Booster Station Improvement T-5 (as estimated in Camas Water System Plan
(WSP) June 2010)**

Total cost in WSP for improvement	\$713,000
Total cost to be constructed by developer	\$662,281
Amount reimbursable to private constructor under WSP	\$213,000
Percentage of total project constructed by developer (developer not constructing 2 booster pumps = \$50,719)	93%
Total amount reimbursable under WSP to developer ($\$213,000 \times .93$)	<u>\$198,090</u>

Crown Road 24-inch Transmission Main T-4

Total cost in WSP for improvement	\$2,973,000
Amount reimbursable to private constructor in WSP	\$1,508,000
Reimbursement allowed by WSP on per l.f. basis	\$193.33
Lineal feet of improvement to be constructed by developer	6650
Total amount reimbursable under WSP ($6650 \times \$193.33$)	<u>\$1,285,645</u>
Total Amount Reimbursable under WSP For Water Improvements	<u>1,483,735</u>

Cost for two booster pumps T-5

2 Booster pumps @ \$15,000	\$30,000
Tax Rate (8.2%)	<u>2,460</u>
Subtotal	\$32,460
Contingency (25%)	<u>8,115</u>
Subtotal	\$40,575
Engineering and Admin. Costs (25%)	<u>10,144</u>
Total not constructed	\$50,719

Reimbursable Cost per L.F. T-4

\$1,508,000 / 7800 L.F.	\$193.33
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Table 8-3 Transmission and Booster Station Improvements

Project No.	Year	Description	Capacity/Length	Cost ⁽¹⁾
T-1	2010	Forest Home Booster Station Site Acquisition	-	\$50,000
T-2	2012	Forest Home Booster Station Upgrade	2,500 gpm	\$464,800
T-3	2012	Forest Home Transmission Upgrade	1,400 LF	\$358,000
T-4 ⁽²⁾	2012	24-inch Crown Road BS suction and discharge transmission main from 3 rd to 15 th	7,800 LF	\$2,973,000
T-5 ⁽³⁾	2012	Crown Road Booster Station	3,200 gpm	\$713,000
T-6	2012	Upper Prune Hill Portable Booster Pump	125 gpm	\$15,000
T-7	2015	24-inch transmission main within the NUGA to connect the 542 Zone to the 544 Zone and the proposed Green Mountain Reservoir	19,650 LF	\$7,041,000
T-8	2016	12-inch transmission main from Cemetery Reservoir inlet to 6 th and Oak	2,300 LF	\$514,000
T-9	2016	Cemetery Booster Station	4,000 gpm	\$784,300
T-10	2016	16-inch transmission main to connect Cemetery BS with 455 Zone at 22 nd and Division	4,200 LF	\$1,275,000
T-11	2016	Convert existing 12-inch CI pipe to supply 455 Zone	-	\$50,000
T-12	2018	Lower Prune Hill Booster Station Upgrade	4,000 gpm	\$483,000
T-13	2020	Lacamas Booster Station Upgrade	3,500 gpm	\$177,000
T-14	2020	20-inch suction-side transmission main to Lacamas Booster Station	5,000 LF	\$1,731,000
T-15 ⁽²⁾	2023	Replace 14-inch steel transmission main from Butler Site to 455 Zone	6,000 LF	\$1,563,000
T-16	2024	Crown Road Booster Station Upgrade	4,800 gpm	\$80,300
T-17	2024	12-inch main along SE Polk St. for increased transmission from proposed Well 16	2,300 LF	\$514,000
T-18	2025	Jones and Boulder Creek Transmission Improvements	48,000 LF	\$6,974,000

(1) CCI = 8,660.08 per ENR January 2010.

(2) Developers will pay for approximately \$1,465,000 of this project.

(3) Developers will pay for approximately \$500,000 of this project.

**City of Camas
Preliminary Project Cost Estimate
Transmission and Booster Station Improvement T-4
Crown Road 24-inch Transmission Main**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization, Cleanup, and Demobilization	LUMP SUM	\$ 131,000	\$ 131,000
2	24-inch D.I. Water Pipe, Including Fittings	7,800 LF	\$ 110	\$ 858,000
3	Locate Existing Utilities	LUMP SUM	\$ 31,300	\$ 31,300
4	Erosion Control	LUMP SUM	\$ 31,300	\$ 31,300
5	Additional Pipe Fittings	5,460 LB	\$ 2.50	\$ 13,650
6	Trench Safety Systems	LUMP SUM	\$ 15,600	\$ 15,600
7	24-inch Butterfly Valves	13 EA	\$ 27,500	\$ 357,500
8	Fire Hydrants	20 EA	\$ 4,000	\$ 78,000
9	Gravel Backfill	6,356 TN	\$ 15	\$ 95,400
10	Foundation Gravel	715 TN	\$ 35	\$ 25,100
11	Asphalt Concrete Pavement Repair	530 TN	\$ 80	\$ 42,400
12	Crushed Surfacing, Top Course	486 TN	\$ 25	\$ 12,200
13	Cold Mix Asphalt	358 TN	\$ 150	\$ 53,700
14	Connections to Existing System	2 EA	\$ 1,500	\$ 3,000
15	Traffic Control	LUMP SUM	\$ 10,000	\$ 10,000
Subtotal.....				\$ 1,758,150
Tax rate (8.2%).....				144,168
Subtotal:.....				\$ 1,902,318
Contingency (25%).....				\$ 475,682
Total Estimated Construction Cost:.....				\$ 2,378,000
Engineering and Administrative Costs (25%):.....				\$ 595,000
Total Estimated Project Cost:.....				\$ 2,973,000

City of Camas
Preliminary Project Cost Estimate
Transmission and Booster Station Improvement T-5
Crown Road Booster Station

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization, Cleanup, and Demobilization	LUMP SUM	\$ 31,200	\$ 31,200
2	Clearing and Grubbing	LUMP SUM	\$ 3,000	\$ 3,000
3	Site Work	LUMP SUM	\$ 25,000	\$ 25,000
4	CMU Building	500 SF	\$ 200	\$ 100,000
5	Piping and Appurtanences	1 EA	\$ 50,000	\$ 50,000
6	Booster Pumps	4 EA	\$ 15,000	\$ 60,000
7	Auxiliary Power Generator	LUMP SUM	\$ 50,000	\$ 50,000
8	Electrical, Telemetry, and Instrumentation	LUMP SUM	\$ 95,000	\$ 95,000
9	Automatic Transfer Switch	LUMP SUM	\$ 6,500	\$ 6,500
Subtotal.....				\$ 420,700
Tax rate (8.2%).....				34,497
Subtotal.....				\$ 456,000
Contingency (25%).....				\$ 114,000
Total Estimated Construction Cost:.....				\$ 570,000
Engineering and Administrative Costs (25%):.....				\$ 143,000
Total Estimated Project Cost:.....				\$ 713,000



Practical expertise. Exceptional results.

January 20, 2012

Civil Engineering
Surveying
Planning
Landscape Design
Forestry

City of Camas
Public Works Department
Hand-Delivered
Attn.: Eric Levison, Public Works Director

Re.: Hills at Round Lake P.R.D. (OE Job No. 7436)
Engineer's Estimate of Water Upsize Costs

Eric:

As requested, Olson Engineering has prepared the attached estimate of construction costs incurred to increase the size of the water main in Woodburn Drive and 27th Avenue from 8" to 12" diameter.

In order to complete this estimate, OEI contacted HDSupply, the primary local distributor for water distribution pipe, fittings, and accessories, for current prices on the materials required for the 8" and 12" alternatives. Labor and equipment costs for each item were estimated based on Means *Heavy Construction Cost Data*. Only the costs for items which were changed as a result of the upsize were included in this estimate; items such as hydrants and valve boxes which would be the same regardless of the size of the main were not considered.

The cost to install the 12" main elements was determined to be \$283,566.55. The cost for equivalent 8" main elements was determined to be 181,249.88. This results in a difference of \$102,316.67. Additional detail is available on the attached spreadsheet printout.

If you have questions regarding this estimate or need additional information, please contact Chad McMurry or me at (360) 695-1385.

Sincerely,

Peter A. Tuck, PE

Principal-in-Charge of Engineering, Project Engineer



1/20/12

Encl.: Cost comparison spreadsheet
cc.: Pete DeWitz, Hills at Round Lake LLC

Z:\7000\7400\7430\7436\7436.e.20120119.water main upsize cost letter.docx

Page 1 of 1

HILLS AT ROUND LAKE
Water Upsize Cost Estimate

January 20, 2012

MATERIALS	12" Option				8" Option		
	Unit Cost	Qty.	Unit	Total	Qty.	Unit	Total
12" Pipe	\$ 42.48	3607	L.F.	\$ 153,225.36			
8" Pipe	\$ 25.80				3607	L.F.	\$ 93,060.60
24" x 12" FLG Tee	\$ 1,653.12	1	EA.	\$ 1,653.12			
24" x 8" FLG Tee	\$ 1,926.40				1	EA.	\$ 1,926.40
12 x 8" FLG Tee	\$ 520.32	5	EA.	\$ 2,601.60			
8" FLG Tee	\$ 282.88				5	EA.	\$ 1,414.40
12" MJ 11-1/4 Bend	\$ 138.88	7	EA.	\$ 972.16			
8" MJ 11-1/4 Bend	\$ 69.12				7	EA.	\$ 483.84
12" MJ 22-1/2 Bend	\$ 148.48	15	EA.	\$ 2,227.20			
8" MJ 22-1/2 Bend	\$ 75.52				15	EA.	\$ 1,132.80
12" MJ 45 Bend	\$ 169.60	4	EA.	\$ 678.40			
8" MJ 45 Bend	\$ 77.44				4	EA.	\$ 309.76
12" x 10" FLG Reducer	\$ 318.08	1	EA.	\$ 318.08			
10" x 8" FLG Reducer	\$ 211.84				1	EA.	\$ 211.84
12" x 8" FLG Reducer	\$ 280.96	1	EA.	\$ 280.96			
12" MJxFLG Butterfly Valve	\$ 1,268.53	14	EA.	\$ 17,759.42			
8" MJxFLG Gate Valve	\$ 894.71				14	EA.	\$ 12,525.94
12" Bolt Kit & Gasket	\$ 25.85	6	EA.	\$ 155.10			
8" Bolt Kit & Gasket	\$ 10.29				6	EA.	\$ 61.74
12" Joint Restraint Gasket	\$ 206.60	81	EA.	\$ 16,734.60			
8" Joint Restraint Gasket	\$ 123.72				81	EA.	\$ 10,021.32
TOTAL MATERIALS				\$ 196,606.00			\$ 121,148.64

LABOR & EQUIPMENT	12" Option				8" Option			
	12" Qty.	Labor	Machine	Cost	8" Qty.	Labor	Machine	Cost
12" Pipe	3607	\$ 13.05	\$ 5.10	\$ 65,467.05				\$ -
8" Pipe					3607	\$ 10.30	\$ 4.02	\$ 51,652.24
24" x 12" FLG Tee	1	\$ 440.00	\$ 171.00	\$ 611.00				\$ -
24" x 8" FLG Tee					1	\$ 440.00	\$ 171.00	\$ 611.00
12 x 8" FLG Tee	5	\$ 196.00	\$ 76.50	\$ 1,362.50				\$ -
8" FLG Tee					5	\$ 150.00	\$ -	\$ 750.00
12" MJ 11-1/4 Bend	7	\$ 130.00	\$ 51.00	\$ 1,267.00				\$ -
8" MJ 11-1/4 Bend					7	\$ 83.50	\$ -	\$ 584.50
12" MJ 22-1/2 Bend	15	\$ 130.00	\$ 51.00	\$ 2,715.00				\$ -
8" MJ 22-1/2 Bend					15	\$ 83.50	\$ -	\$ 1,252.50
12" MJ 45 Bend	4	\$ 130.00	\$ 51.00	\$ 724.00				\$ -
8" MJ 45 Bend					4	\$ 83.50	\$ -	\$ 334.00
12" x 10" FLG Reducer	1	\$ 108.00	\$ 42.00	\$ 150.00				\$ -
10" x 8" FLG Reducer					1	\$ 103.00	\$ 40.00	\$ 143.00
12" x 8" FLG Reducer	1	\$ 108.00	\$ 42.00	\$ 150.00				\$ -
12" MJxFLG Butterfly Valve	14	\$ 300.00	\$ 51.00	\$ 4,914.00				\$ -
8" MJxFLG Gate Valve					14	\$ 245.00	\$ 96.00	\$ 4,774.00
TOTAL LABOR & EQUIP.				\$ 77,360.55				\$ 60,101.24
Additional trench ex., granular backfill	300	CY	\$ 32.00	\$ 9,600.00				

GRAND TOTAL				\$ 283,566.55				\$ 181,249.88
--------------------	--	--	--	---------------	--	--	--	---------------

From: Curleigh Carothers [<mailto:jcarothers@cityofcamas.us>]
Sent: Tuesday, December 04, 2012 2:12 PM
To: Randall B. Printz
Cc: Bourquin, Phil; Stonex, Kurt
Subject: Camas TIF Credits

Randy,

Please note on page 160 of 187 of the attached "Final TIF Appendix..." pdf that the total cost in millions for the TIF projects is \$79.5. In this same table, note that the 60 percent reduction factor is applied to this number for calculating collection cost.

On page 41 of 58 of the "Final TIF report..." pdf that the "Total TIF Eligible Cost" shown for all projects is \$79.6 Million, the same as the pre-reduction factor amount (rounding difference only) from the appendix.

The city will only be collecting 60 percent of the "Total TIF Eligible Cost." Per the City Attorney, TIF credits should be granted at the same rate of collection.

The calculated cost for Facility J for curb-to-curb+storm on page 162 of 187 in the "Final TIF Appendix..." is \$3.82 Million.

The TIF reimbursable amount for building the entire length of roadway is:

$\$3.82 \text{ Million} * (0.60 \text{ reduction factor}) * (1.039 \text{ annual increase}) = \2.381 Million.

I concur with Kurt's calculation of the percent of the constructed roadway in his letter dated September 7th, 2012. The constructed length is 834 feet and the overall length of the TIF segment is 5,200 feet.

The TIF reimbursable amount for building the 834 feet is:

$\$2.381 \text{ Million} * (834') / 5,200' = \$381,900$

James E. Carothers, P.E.
Engineering Manager/City Engineer
City of Camas
616 NE 4th Avenue
PO Box 1055
Camas, WA 98607
360-817-7230
360-834-1535 FAX
jcarothers@cityofcamas.us

After Recording, Return to:

Randall B. Printz
Landerholm Law Firm
P.O. Box 1086
Vancouver, WA 98666

Parcels: 123228-000, 123233-000 and 122997-000
Sec. 1, T1N, R3E, W.M.
Project: Hills at Round Lake

Above Space for Recording Information Only

DEVELOPER AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Camas, a Washington Municipal Corporation, hereinafter the "City," and Hills at Round Lake, LLC (Developer and Property Owner), hereinafter "HARL", and shall be effective as of the date of the last signature below.

RECITALS

WHEREAS, HARL owns or controls certain real property which is located in the City of Camas, Washington. The property is more fully described in the attached Exhibit "A" and is incorporated by reference herein ("The Property"); and,

WHEREAS, HARL has obtained Preliminary Plat and other development approvals on the Property for a project known as Hills at Round Lake PUD, (SUB05-16); and,

WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and,

WHEREAS, HARLs preliminary plat approval issued by the City contains a condition requiring the upsizing of certain water line improvements; and,

WHEREAS, the City, has determined that consistent with the preliminary plat approval, upsizing the water line to a 12" water line would provide a larger benefit to the public; and,

WHEREAS, the City and HARL desire to enter into an agreement that will share the costs of the water line upgrade; and,

WHEREAS, the water line upgrade will benefit properties in addition to HARL; and,

WHEREAS, this Agreement will provide increased predictability to both HARL and the City on issues relating to the provision of water service.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Developer Agreement.

This Agreement shall become a contract between HARL and the City upon the City's approval and execution by both parties.

Section 2. Effective Date and Duration of Agreement.

This Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties, provided that any time periods specified in this Agreement shall be tolled pending any appeals of any city, state or federal land use decisions necessary to commence or complete development. This Agreement shall expire five (5) years after its effective date.

Section 3. Terms of Developer Agreement.

HARL will construct the entire length of the 12" water main referenced in Exhibit "B", which is attached hereto and incorporated by reference herein, consistent with that set of plans dated 06/16/11 prepared by Olson Engineering, Inc. Within twenty (20) days of completion of construction by HARL, and acceptance by the City of the 12" water main, the City shall pay to HARL the amount of \$102,316.67.

Section 4. Remedies.

Should a disagreement arise between the City and HARL regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 5. Performance.

Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 6. Venue.

This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 7. Severability.

If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 8. Inconsistencies.

If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 9. Binding on Successors and Recording.

This Agreement shall run with the land and be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 10. Recitals.

Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 11. Amendments.

This Agreement may only be amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

CITY OF CAMAS, WASHINGTON

By (person signing) _____

Title _____

HILLS at ROUND LAKE LLC

BY ITS GENERAL PARTNER:

HDV GP, LLC, a Delaware limited liability company

By: _____

GREG KUBICEK, Authorized Signer

STATE OF WASHINGTON)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that GREG KUBICEK signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the authorized signer for HDV GP, LLC, General Partner of the H2D3V4, L.P., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2013

NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark

My Commission Expires: _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the _____ of the CITY OF CAMAS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2013

NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

EXHIBIT A

LEGAL DESCRIPTION FOR THE HILLS AT ROUND LAKE
PERIMETER DESCRIPTION

January 18, 2013

That parcel of property conveyed to Loyal Land Company, L.L.C., a Washington Limited Liability Company by document recorded under Auditor's File No. 3783220, Clark County Deed Records described as follows:

Government Lots Five (5), Six (6) and Seven (7), and the Fractional Northwest quarter of the Northwest quarter of Section One (1), Township One (1) North, Range Three (3) East of the Willamette Meridian. Together with an easement for ingress, egress and utilities as set forth in documents recorded under Auditor's File Nos. 9009180097 and 9106140202.

ALSO:

That parcel of property conveyed to Loyal Land Company, L.L.C. by document recorded under Auditor's File No. 3219213, Clark County Deed Records, described as follows:

A parcel of property in the Terril M. Coffey Donation Land Claim and being a portion of the North half of Section 1, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly Southeast corner of the Terril M. Coffey Donation Land Claim; thence North $00^{\circ} 48' 05''$ East along the East line of said Coffey Donation Land Claim, 736.92 feet; thence North $89^{\circ} 58' 23''$ West, 468.60 feet; thence North $00^{\circ} 23' 42''$ East 544.82 feet to the North line of the most Southerly parcel conveyed to Charles Edward Farrell by deed recorded under Auditor's File No. 7905090106, Clark County Records; thence North $89^{\circ} 58' 06''$ West along said North line 510 feet, more or less to the West line of the Coffey Donation Land Claim; thence South along the West line of said Coffey Donation Land Claim to the Southwest corner of said Coffey Donation Land Claim; thence East along the South line of the Coffey Donation Land Claim to the POINT OF BEGINNING. Except that portion lying Southerly and Easterly of the County Road known as Crown Road.

EXCEPT:

That parcel of property conveyed to "Camas School District No. 117" by document recorded under Auditor's File No. 4466957 D, Clark County Deed Records.

ALSO EXCEPT:

That parcel of property conveyed to "City of Camas" by document recorded under Auditor's File No. 4924829 D, Clark County Deed Records.

ALSO EXCEPT the following described parcel of land:

A parcel of property located in the Northwest quarter of Section 1, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of the Terri M. Coffey Donation Land Claim;

THENCE North 88° 53' 25" West along the South line of said Coffey Donation Land Claim and the Westerly extension thereof, a distance of 1698.97 feet;

THENCE leaving said South line, North 01° 06' 35" East, a distance of 15.19 feet to the TRUE POINT OF BEGINNING;

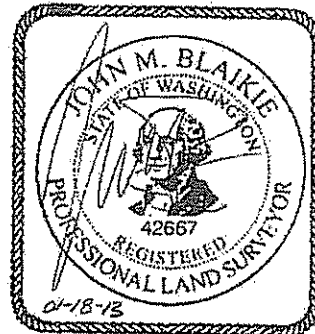
THENCE North 65° 43' 18" East, a distance of 57.91 feet;

THENCE North 24° 16' 42" West, a distance of 33.18 feet;

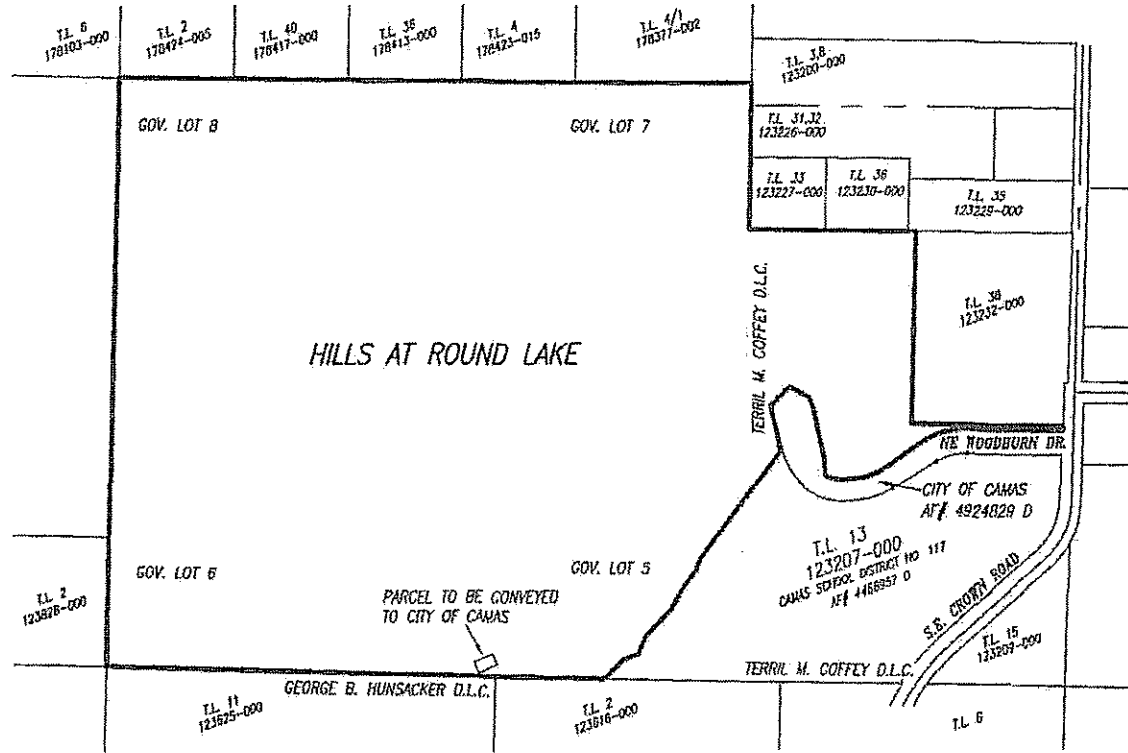
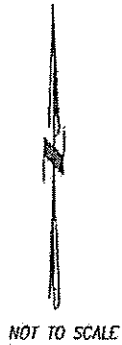
THENCE South 65° 43' 18" West, a distance of 57.91 feet;

THENCE South 24° 16' 42" East, a distance of 33.18 feet to the TRUE POINT OF BEGINNING.

Except any portion lying within county roads.



SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
 HILLS AT ROUND LAKE PERIMETER DESCRIPTION
 IN A PORTION OF THE NORTH 1/2 OF SECTION 1,
 T. 1 N., R. 3 E., W.M.,
 CITY OF CAMAS, CLARK COUNTY, WASHINGTON



OLSON LAND SURVEYORS
 ENGINEERS
 ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
 1-360-635-1385
 1-503-219-9936

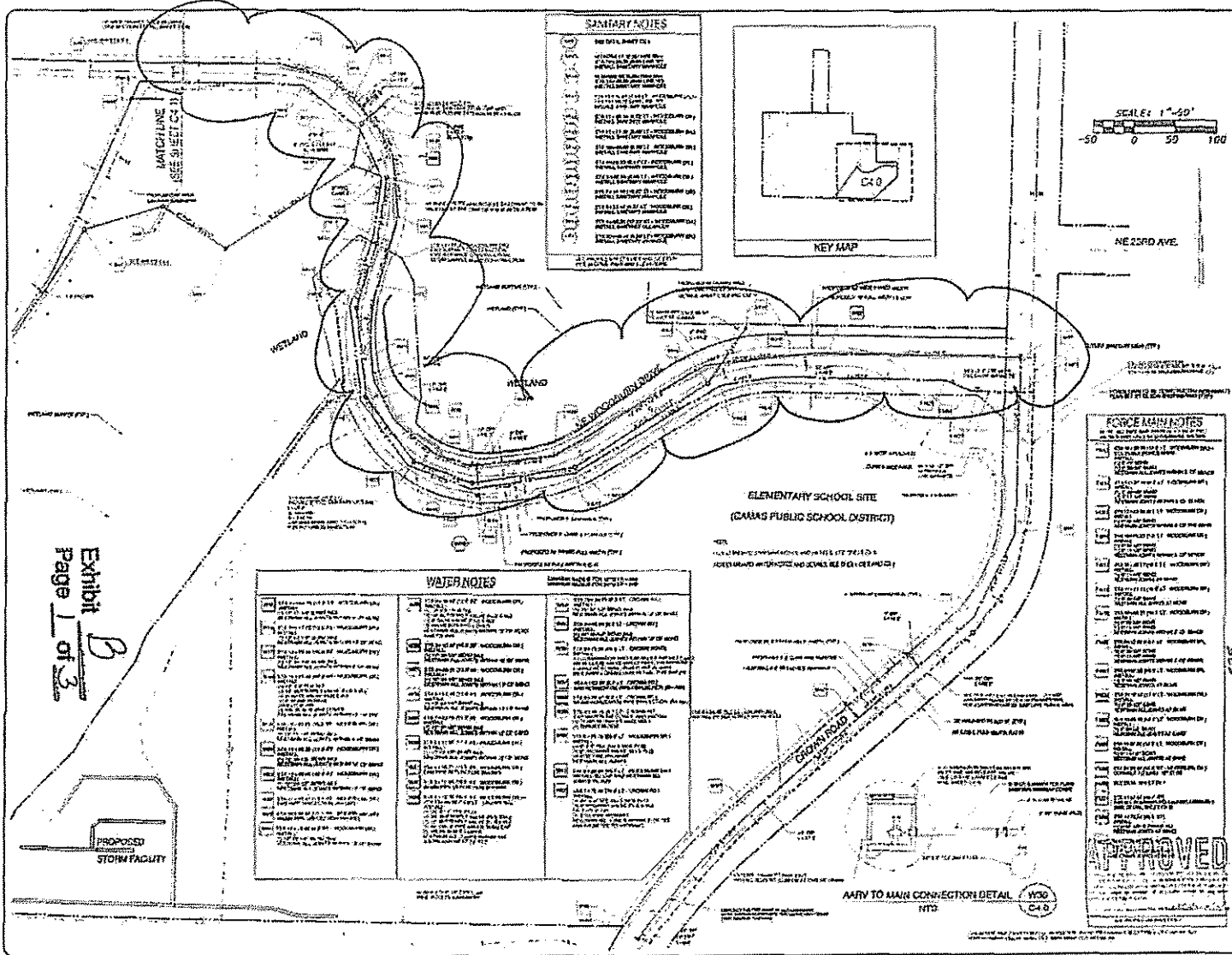
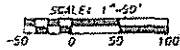
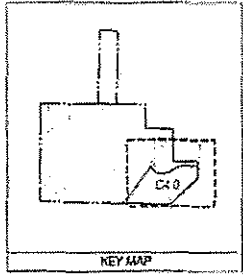


Exhibit B
Page 1 of 3

SANITARY NOTES

1. SEE DETAIL SHEETS FOR ALL SANITARY SEWER LINES.
2. ALL SANITARY SEWER LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
3. ALL SANITARY SEWER LINES SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.
4. ALL SANITARY SEWER LINES SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.
5. ALL SANITARY SEWER LINES SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.
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9. ALL SANITARY SEWER LINES SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.
10. ALL SANITARY SEWER LINES SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.



WATER NOTES

1. ALL WATER LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.	2. ALL WATER LINES SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.	3. ALL WATER LINES SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.
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FORCE MAIN NOTES

1. ALL FORCE MAIN LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
2. ALL FORCE MAIN LINES SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.
3. ALL FORCE MAIN LINES SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.
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10. ALL FORCE MAIN LINES SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.

CLIENT: THE HILLS AT ROUND LAKE P.R.D.

PROJECT: SANITARY SEWER LAYOUT

SCALE: 1"=50'

DATE: 11/15/11

DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

PROJECT LOCATION: THE HILLS AT ROUND LAKE P.R.D.

PROJECT NUMBER: [Number]

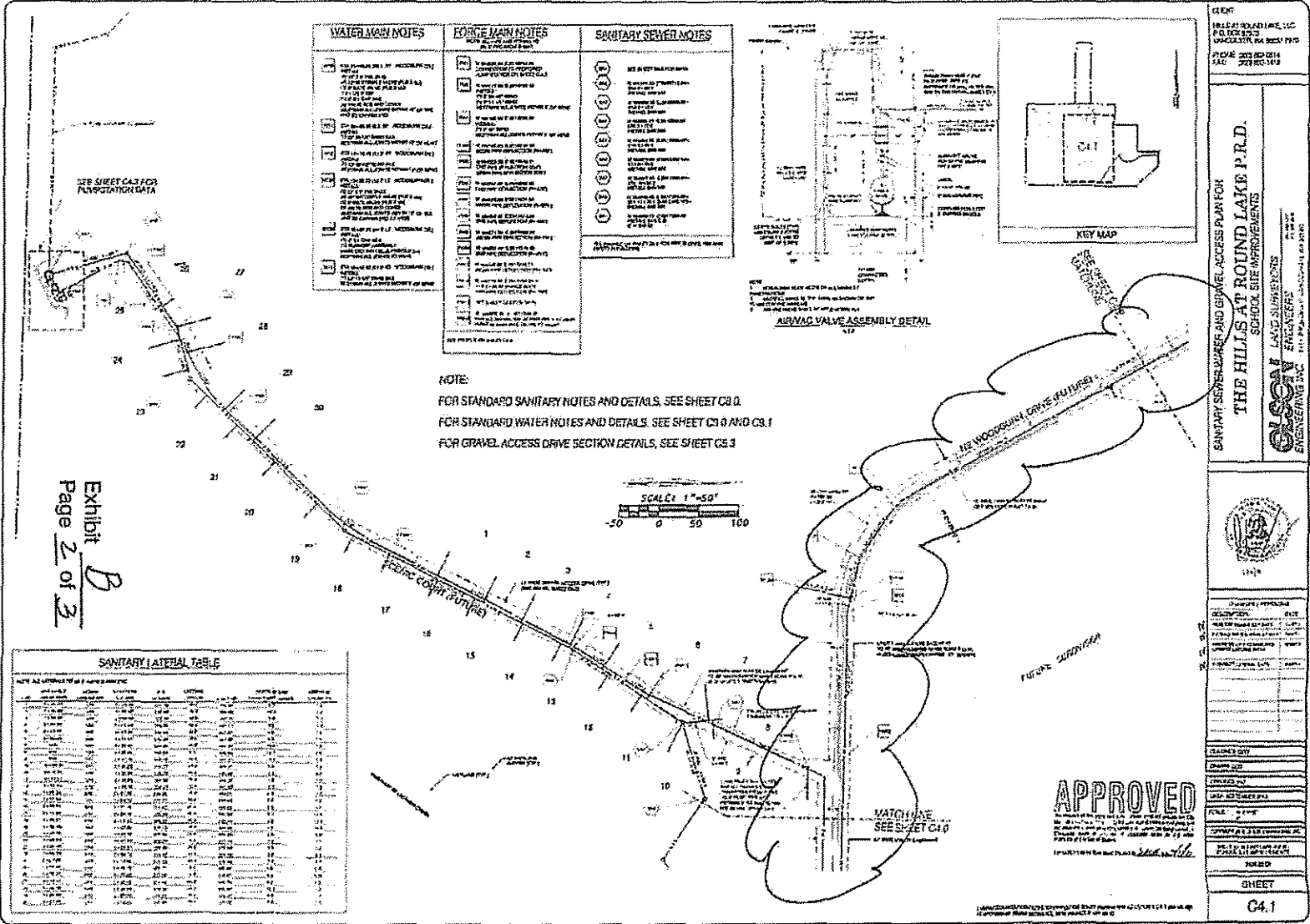
SHEET: C4.0

APPROVED

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WATER MAIN NOTES

- 1. SEE SHEET CS-1 FOR ACCESSORY DATA.
- 2. ALL WATER MAINS SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
- 3. ALL WATER MAINS SHALL BE 15' DEEP UNLESS OTHERWISE NOTED.
- 4. ALL WATER MAINS SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.
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- 27. ALL FORCE MAINS SHALL BE 15' DEEP UNLESS OTHERWISE NOTED.

SANITARY SEWER NOTES

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- 4. ALL SANITARY SEWERS SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.
- 5. ALL SANITARY SEWERS SHALL BE 12' DEEP UNLESS OTHERWISE NOTED.
- 6. ALL SANITARY SEWERS SHALL BE 15' DEEP UNLESS OTHERWISE NOTED.
- 7. ALL SANITARY SEWERS SHALL BE 10' DEEP UNLESS OTHERWISE NOTED.
- 8. ALL SANITARY SEWERS SHALL BE 12' DEEP UNLESS OTHERWISE NOTED.
- 9. ALL SANITARY SEWERS SHALL BE 15' DEEP UNLESS OTHERWISE NOTED.
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- 26. ALL SANITARY SEWERS SHALL BE 12' DEEP UNLESS OTHERWISE NOTED.
- 27. ALL SANITARY SEWERS SHALL BE 15' DEEP UNLESS OTHERWISE NOTED.

NOTE:
 FOR STANDARD SANITARY NOTES AND DETAILS, SEE SHEET CS-2.
 FOR STANDARD WATER NOTES AND DETAILS, SEE SHEET CS-3 AND CS-4.
 FOR GRAVEL ACCESS DRIVE SECTION DETAILS, SEE SHEET CS-5.

Exhibit B
 Page 2 of 3

SANITARY LATERAL TABLE

MANHOLE NO.	INVERT ELEVATION	MANHOLE DIA.	MANHOLE TYPE	MANHOLE MATERIAL	MANHOLE RINGS	MANHOLE WEIGHT	MANHOLE HEIGHT	MANHOLE DRAINAGE	MANHOLE ACCESS
1	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
2	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
3	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
4	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
5	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
6	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
7	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
8	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
9	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
10	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
11	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
12	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
13	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
14	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
15	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
16	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
17	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
18	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
19	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
20	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
21	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
22	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
23	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
24	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
25	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
26	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"
27	100.00	36"	1	CONCRETE	12"	120	12"	12"	12"

CLIENT:
 HILLS AT ROUND LAKE, LLC
 1000 ROUND LAKE BLVD.
 ROUND LAKE, IL 60073

PHONE: 815.480.8111
 FAX: 815.480.8112

SANITARY SEWER AND GRAVEL ACCESS PLAN FOR
THE HILLS AT ROUND LAKE P.R.D.
 SCHOOL SITE IMPROVEMENTS

OLSON
 LAND SURVEYORS
 ENGINEERS INC.

12148

APPROVED

DATE: 11/11/11

PROJECT NO.: 11-001

SHEET NO.: 04.1



CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607
<http://www.ci.camass.wa.us>

**NOTICE OF DECISION AND STAFF REPORT
PRELIMINARY SHORT PLAT
WITTLER SHORT PLAT
FILE: SP12-01**

PROPOSAL: Preliminary plat approval to divide an approximate 5.95 acre lot into four lots.
OWNER: Joseph and LouAnn Wittler
CONTACT: Jocelyn Cross
Olson Engineering, Inc
1111 Broadway
Vancouver, WA 98660
LOCATION: 2222 SE 283rd Avenue, Assessors Account No. 123232-000
DECISION DATE: May 15, 2012
SEPA: A Determination of Non-Significance was issued on March 15, 2012, and a copy of the determination was mailed to the required state agencies, individuals and entities requesting notification, and all owners of real property generally located within three hundred (300) feet of the subject property on March 15, 2012, published in the local newspaper on March 20, 2012, and posted the determination at City Hall, the Camas post office, at the Camas Library, and on the City website.

APPLICABLE LAW: The application was submitted on February 1, 2012, and the applicable codes are those codes that were in effect at the date of application (through Ordinance No. 2636), Camas Municipal Code (CMC): Title 16 Environment; Title 17 Land Division; Title 18 Zoning.

I. SUMMARY

Proposed Lots:

- 4 lots - single family
- Lot sizes: Three at 6,200 to 6,900 square feet
One at 4.9 acres

Acreages/Areas:

- Total site area: 5.95 acres
- Zoning: R-6,000 (R-6)

The proposed preliminary short plat does or can comply with the applicable standards of the Camas Municipal Code (CMC) and Revised Code of Washington (RCW), as discussed throughout the report, provided that the applicant complies with the conditions of approval.

II. FINDINGS

TITLE 16 – ENVIRONMENT

Chapters 16.01 through 16.21 SEPA

Findings: The City of Camas, as lead agency, made a Determination of Non-Significance and mailed a copy of the determination to the required state agencies, individuals and entities requesting notification, and all owners of real property generally located within three hundred (300) feet of the subject property on March 15, 2012, published it in the local newspaper on March 20, 2012, and posted the determination at City Hall, the local post office, and the local library.

A comment was received from the Camas School District #117, regarding safe access for students to the adjacent Woodburn School. A meeting was held with staff from the city and the school district on March 27, 2012, and the curb cut and sidewalk marking proposed as part of the development of the Hills at Round Lake (also adjacent to the subject development) will be satisfactory to meet the concerns.

Comments were also received from the Washington Department of Ecology, Washington Department of Fish and Wildlife, and C-Tran (local public transit system). Concerns from these agencies are addressed in this report and included as conditions of approval.

Chapter 16.31 Archaeological Resource Preservation

Archaeological Services of Clark County, LLC (ASCC) submitted a Cultural Resources Survey of the Wittler Short Plat Project Area (ASCC Survey Report No. 11727) dated January 23, 2012. The report met all requirements in this chapter. The report included recommendations to be followed while work is being done for the project and after the development is complete. (See Condition of Approval #11)

Findings: A note will be required on the face of the subdivision that sets out the procedure for discovery of an item of archaeological interest to be followed in all phases of permitted ground-disturbing activities. (See Condition of Approval #12 and Plat Note #6.)

Chapter 16.51 Critical Areas

The applicant owns an approximate 5.9 acre parcel that contains a single-family home with attached garage. The applicant proposes to create three new single-family residential lots on approximately one-half acre at the southeast area of the parcel, which is identified in the critical area reports as “the study area”. This south-southeast portion of the 5.9 acres was the focus of the critical area reports that were submitted with the application since the applicants have no plans to develop the north or westerly are of the parcel.

Findings: CMC 16.51.210(A-C) requires temporary markers to be placed during construction, and to be replaced with permanent signs along the boundary. (See Condition of Approval #13)

Chapter 16.53 Wetlands

There is a large wetland (Category III) located west of the proposed development area, which also contains a fish-bearing (Type F) stream. The wetland and stream also continue northerly to the northern boundary of the 5.9 acres. The applicant submitted a Wetland Delineation and Assessment report (November 4, 2011), and a Buffer Averaging & Restoration Plan (January 25, 2012) prepared by Kevin Grosz of The Resource Company. The project does not propose to impact the wetlands, but would impact the buffer for a utility crossing for the sanitary sewer line, for the northwest portion of proposed Lot 1, and for the level spreader to dissipate stormwater. The sewer line impact would be temporary and the report gives recommendations for the excavation and restoration of the area. The buffer area for the lot and stormwater system would be compensated by expanding the buffer in the area north of Lot 1, which contains similar plant communities.

Findings: Staff finds that the report meets the preliminary plan requirements in CMC 16.53.050(E)(2). A final mitigation plan that meets the criteria in CMC 16.53.050(E)(3) will be required for final approval. (See Condition of Approval #11) Staff also finds that by following the recommendations in these reports

that this application would meet the criteria in CMC 16.53.050. (See Condition of Approval #12)

Chapter 16.61 Fish and Wildlife Habitat Conservation Areas

The applicant submitted a Fish & Wildlife Habitat Conservation Areas Report prepared by The Resource Company, dated November 28, 2011.

The report stated that "...no priority habitats were observed within or adjacent to the study area. However, protected fish and wildlife habitat conservation areas as described ... occur within the property, but west of the study area."

Finding: No impacts are proposed within the development area.

Title 17 – Land Development

Chapter 17.09 Short Subdivisions

17.09.030(D) Criteria for Preliminary Short plat Approval. The community development director or designee shall base his decision on an application on the following criteria:

1. The proposed short plat is in conformance with the Camas comprehensive plan, neighborhood traffic management plan, Camas parks and open space plan, and any other city adopted plans;

Comprehensive Plan: the subject property is designated as Single Family High in the city's Comprehensive Plan, which includes the Residential-6,000 (R-6) zone designation. The applicant is proposing lots that meet the requirements of the R-6 zone designation.

Neighborhood traffic management plan: The proposed project will not exceed 700 trips per day and as such implementation of traffic calming elements identified in the traffic management plan are not applicable to this project.

Parks and open space plan: The 2007 Parks, Recreation and Open Space Comprehensive Plan shows a portion of the proposed T-27 trail traversing the subject property. Staff would note that the current street improvement (NE Woodburn Drive) being constructed as a part of the Hills at Round Lake is providing a seven-foot wide sidewalk along the south side of the street. This location will also provide a safe and efficient stream crossing that would not otherwise be provided if the trail was located on the subject property.

17.09.030(D)

2. Provisions have been made for water, storm drainage, erosion control and sanitary sewage disposal for the short plat which are consistent with current standards and plans as adopted in the Camas Design Standard Manual;

The applicant's revised Preliminary Plan (March 7, 2012) demonstrates that appropriate provisions can or will be made for water, sanitary sewer and stormwater utilities that can or will be consistent with current city standards.

Water: Water will be supplied to the site via an existing 12-inch diameter water main line that was installed during the construction of NE Woodburn Drive. The applicant is proposing to extend four one-inch diameter water services to the site from this existing water main. The existing residence on proposed Lot 4 is currently served by a private water well, septic tank and septic drainfields regardless of the lots or properties served unless otherwise approved by the Public Works Director. The applicant is requesting that the Public Works Director allow the retention of the existing water well for irrigation purposes only. The applicant has indicated their willingness to connect to a public water system at the time of development, and will pay applicable system development and connection fees at the time of connection. The existing septic tank and drainfield must be properly abandoned.

The Public Works Director supports the applicant's request to retain the existing well for irrigation

purposes only, provided the irrigation is solely for the benefit of Lot 4. (See Conditions of Approval #4, #5, and #7.)

Storm: Stormwater management will consist of dispersion of roof and driveway runoff across the proposed landscape and vegetated buffer area. Dispersion of runoff from the roof, side and rear yard areas of proposed Lot 1 will occur at the downhill lot boundary via a flow spreader or other acceptable means. Runoff from the access drive, Lot 1 front yard, and Lots 2 and 3 will be directed to and collected in a stormwater conveyance system and routed to the dispersion trench shown in the Preliminary Development Plan.

Sanitary Sewage Disposal: The subject property is located within the Sanitary Sewer Basin study area for The Hills at Round Lake, PRD (HARL) as shown in Exhibit "A". The sanitary basin includes the subject parcel and other parcels located east and north of the subject parcel. Future sanitary sewer flows from the entire basin were calculated in the design of the HARL pump station. The HARL developer is in the process of constructing the sanitary sewer pump station and will be reimbursed by the city for the station up size costs and as such there is no late comer's agreement for the proposed lots being created. The HARL developer also extended the 8 inch diameter sanitary sewer main line beyond their connection point and to the subject parcel.

The applicant is proposing to extend the gravity sanitary sewer main line in order to provide service laterals to each lot. The applicant is also providing a 15-foot wide sanitary sewer easement between Lots 2 and 3 for the future extension of the 8-inch diameter main line. The applicant is not proposing to extend this line to the right-of-way of SE 283rd Avenue, as identified in the Technically Incomplete letter date February 16, 2011. (Exhibit "B") The extension of this main line to the right-of-way of SE 283rd Avenue is in the public interest, is consistent with the HARL extension, and would allow for the desirable extension of this line beyond the development consistent with the requirements of CMC 17.19.040(C)(2e). (See Condition of Approval #8)

Erosion: Erosion control measures will be provided during the site improvements contemplated for this short plat in accordance with adopted city standards. The Erosion Sediment Control plans will ultimately be submitted to the city for review and approval prior to any ground disturbance.

Findings: Staff finds that adequate provisions can or will be made for water, stormwater, sanitary sewer, and erosion controls improvements that will be consistent with city requirements.

17.09.030(D)

3. Provisions have been made for road, utilities and other improvements that are consistent with the six-year street plan, the Camas Design Standard Manual and other state adopted standards and plans;

Roads: Access to the proposed lots is being provided by a private access tract. This tract will be 20 feet in width, and will provide a 12-foot wide paved driveway access to the lots, consistent with the private road standard "A" of Table 17.19.040-1 of the Camas Municipal Code (CMC). This private access road location exceeds the 2003 TIF Update Manual's minimum intersection setback requirement of 100 feet from a collector street (SE 283rd Avenue). The length of the access road is less than 150 feet and therefore does not require a turn-around. Additionally, the newly constructed homes will require fire sprinklers in accordance with CMC 17.19.040(A)(7). (See Condition of Approval #16, and Plat Note #5)

The applicant must ensure that adequate provisions are made for the ownership, maintenance, and repair of the private stormwater system and the proposed private street pursuant to CMC 17.19.040(A)(2). (See Condition of Approval #18 and Plat Note #1)

The Preliminary Development Plan makes provisions for a minimum six-foot wide sidewalk from the

intersection of the proposed access tract easterly to the intersection of NE Crown Road and NE Woodburn Drive. The current improvements under construction on NE Woodburn Drive include directional curb ramps and thermo-plastic crosswalk installation across NE Woodburn Drive at the intersection. This will provide a marked, legal crossing for pedestrians from the proposed development.

The subject property is west of and adjacent to SE 283rd Avenue (a.k.a. NE Crown Road). The existing right-of-way width is currently 60 feet in width with a two lane paved rural road lacking urban improvements (curbs, storm system, sidewalks, street lighting, etc.). This roadway is considered to have a functional designation of collector. In accordance with CMC 17.19.040(B) this roadway would typically require the developer to provide half-width street improvements per CMC 17.19.040(B)(1), and right-of-way dedication as necessary to meet the minimum 37-foot half-width requirements of Table 17.19.040-1. The applicant is proposing to dedicate an additional seven feet of land along this roadway to provide the required 37-foot half-width right-of-way. The applicant has submitted an argument (applicant's memo dated 3/7/12, Exhibit "C") demonstrating the dis-proportionality of constructing the actual half-width street improvement. Staff agrees with the applicant's assertion that the cost of half-width street construction is disproportional to the amount of trips added to the road system from the creation of three new residential lots. No construction will be required.

Utilities, Street Lighting, Street Trees, and other improvements: The applicant can or will make adequate provisions for utilities as shown on the revised Preliminary Development Plans. Street lighting is currently being installed along NE Woodburn Drive on the south side of the road. There is a street light located near the proposed access drive on NE Woodburn Drive, as shown in the Street Lighting Plan submitted with the application materials. The applicant is not proposing lighting on the private access drive, nor will it be required.

CMC 17.19.030(F)(1) requires the applicant to install one two-inch diameter tree in the front yard of each lot. The location of these trees is shown on the Preliminary Landscape Plan submitted with the application materials.

Findings: Staff finds that the applicant can or will make adequate provisions for roads, utilities, street lighting, street trees, and other improvements that are consistent with the six-year street plan, the Camas Design Standard Manual, and other state adopted standards and plans.

17.09.030(D)

4. Provisions have been made for dedications, easements and reservations;

The proposed short plat is adjacent to SE 283rd Avenue, which is considered to have a functional designation as a collector street. The applicant is proposing to dedicate seven feet of land along the easterly boundary of the subject property to provide a 37-foot wide half-width right-of-way consistent with the requirements of CMC 17.19.040(B). Staff agrees that provisions for dedications, easements, and reservations can or will be made by the applicant at the time of final platting.

17.09.030(D)

5. Appropriate provisions are made to address all impacts identified by the transportation impact study.

Finding: The applicant was not required to include a Transportation Impact Study (TIS) due to the anticipated low traffic volumes that will be generated with this development. Typically, a TIS is only required when a project will generate 200 or more average daily trips, or when deemed necessary by the City Engineer. This project is expected to generate approximately 30 average daily trips. Staff finds that this provision does not apply to this particular development.

17.09.030(D)

6. The design, shape and orientation of the proposed lots are appropriate to the proposed use for which the lots are intended;

The proposed lots will have frontage on either a private or public street, have side lots lines that are perpendicular to the roadway they face, and will have building envelopes that are capable of siting a square building of 40 feet by 40 feet within the building envelope per CMC 17.19.030(D)(1-3). Additionally, the proposed lots appear to meet the density and dimensional requirements of the R-6 zone designation of CMC 18.09.040 Table 2.

Finding: Staff finds that the lots as proposed can or will meet the city requirements for residential lots. (See Findings under CMC 18.09.040, Page 7.)

17.09.030(D)

7. Provisions are made for the maintenance of commonly owned private facilities;

Finding: The applicant's narrative at page 4 indicates that a private road maintenance agreement will be recorded at the time of final platting.

CMC 17.19.040(C)(3) states that storm drainage facilities shall be placed on their own tract, or within an open space tract, and are to be maintained by the homeowners within the development. The proposed stormwater dispersion system, as shown on the Preliminary Development Plan, is proposed to be located within an easement on Lot 4. The proposed dispersion system should be placed in a tract to be consistent with the code requirements. (See Condition of Approval #9)

The narrative is silent on maintenance responsibilities for the on-site stormwater collection and dispersion system. A private stormwater collection and dispersion system maintenance agreement should be recorded at the time of final platting. (See Condition of Approval #20)

17.09.030(D)

8. The short plat complies with the relevant requirements of the Camas land development code and zoning codes, and all other relevant local regulations;

Finding: Staff finds that the proposed lots meet the relevant requirements of Title 17.18 as discussed throughout this report.

17.09.030(D)

9. That the short plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary short plat approval.

Finding: Staff finds that generally the application and plans are consistent with said applicable regulations. Per the applicant's narrative, Staff concurs that the proposed short plat can or will meet the requirements of RCW 58.17, and other applicable state and local laws that are in effect at the time of final platting. The final short plat will be processed in accordance with the requirements of CMC 17.21.060.

Chapter 17.19 Design and improvement standards

17.19.030(A)(1)

Critical Areas.

Finding: The applicant submitted the following reports: Wetland Delineation and Assessment, Buffer Averaging and Restoration, and Fish and Wildlife Conservation Areas for the southeastern portion of the parcel. This is the area that will be developed for the three additional lots. There is a stream that intersects the property from the southwest corner area to the northeast area within a wetland. The ordinary high water mark of that stream has been shown, with the 75-foot stream and the 100-foot wetland buffers delineated on the maps. The northwest corner of proposed Lot 1 falls within the 100-foot wetland buffer. The applicant has proposed an 887 square foot buffer reduction in that area, and an expansion of the buffer in the area to the

north of Lot 1, using buffer averaging in CMC 16.53.050(C)(2). Staff finds that “squaring up” the rear of Lot 1 would protect more of the wetland while still maintaining “... a building envelope capable of siting a forty-foot by forty-foot square dwelling within the building envelope.” (CMC 17.19.030(D)(3a))

Also see comments for CMC Chapter 16.51 Critical Areas, Chapter 16.53 Wetlands, and Chapter 16.61 Fish and Wildlife Habitat Conservation Areas, pages 2-3.

17.19.030(A)(2)

Vegetation. In addition to meeting the requirements of CMC 18.31 Tree Regulations, every reasonable effort shall be made to preserve existing significant trees and vegetation, and integrate them into the land use design.

Finding: After reviewing other options, the applicant is proposing to remove approximately 25 of the nearly 100 trees. From the line of trees along the southern boundary two will be removed for the sanitary sewer line, and six for the private road. Five others would be removed within the sewer route. Twelve others would be removed for the road and building envelopes. The trees within the wetland buffer will be protected by the critical area boundary signs and fencing. The remaining trees along the southern boundary and along SE 283rd Avenue will need to be retained. (See Condition of Approval #15 and Plat Note #10)

Finding: The applicant’s Tree Plan shows which existing trees will be retained along the south and east boundaries, and the location of the street trees. There is no plan to protect the trees that will be retained per CMC 18.31.080. The trees within the wetland buffer will be protected by signs and fencing (see CMC 16.51 Findings, above, and Condition of Approval #14, and Plat Note #10). The Tree Plan indicates the general location of the required street trees. (See Condition of Approval #17)

17.19.030(D)

6. Double Frontage Lots. Residential lots which have street frontage along two opposite lot lines shall be avoided, except for lots which provide separation of a residential development from a traffic arterial, in which case additional lot depth of at least twenty feet will be provided to act as a buffer strip between the lot and the traffic arterial;

Finding:

Lots 2 and 3 are double frontage lots, having frontage on both the private road tract and SE 283rd Avenue. Due to the constraints placed on parcel development because of the stream and wetland, and their buffers, this is unavoidable. Fencing should be placed on the east property lines of Lots 2 and 3 to block direct access from the lots to SE 283rd Avenue. (See Condition of Approval #22 and Plat Note #9)

17.19.030(D)(9)

9. Redivision.

Finding: Given the location of the existing house and the constraints on the property because of the stream and wetlands and their buffers, any possible redivision of the property would take place on the northern portion of the lot, and would not utilize the proposed private road tract.

Title 18 Zoning

18.09.040

Table 2 – Density and dimensions – Single-family residential zones

Finding: The applicant’s narrative and drawings are inconsistent, and staff is unclear if the 60-foot minimum lot width is achieved. These dimensions must comply with zoning standards or the applicant will need to apply for a Minor Variance per CMC Chapter 18.45. (See Condition of Approval #21)

III. CONCLUSIONS OF LAW:

As conditioned in this staff report, this short plat application has the ability to meet the requirements of Title 16 – Environment, Title 17 – Land Development, and Title 18 – Zoning of the Camas Municipal Codes.

IV. CONDITIONS OF APPROVAL:

1. Site improvement plans for water, sanitary sewer, private stormwater system, sidewalks and the private access road shall be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.
2. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer's estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.
3. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved development in accordance with CMC 17.19.030 (I) & (J). The City will supply the list of required signs, markings and barriers at the time paving is scheduled. This will include "No Parking" signs to be placed on both sides of Tract "A".
4. The applicant shall connect proposed Lot 4 to public water and public sanitary sewer at the time of the site improvements and shall pay applicable system development fees and connection fees.
5. Installation of an acceptable backflow prevention device isolating the public and private water systems shall be shown on the final site improvement plans.
6. The existing irrigation system supplied by the retained private water well shall be appropriately modified to provide irrigation for the exclusive use of Lot 4. A sign shall be placed near the wellhead/hose bib stating that it is for the use of Lot 4 only.
7. The existing septic tank(s) and septic drain field shall be abandoned in accordance with State and County guidelines at the time of site improvements.
8. The applicant shall extend the sanitary sewer main through the site to the ROW of SE 283rd Avenue.
9. The applicant shall create a separate Tract on and over Lot 4 at the proposed location of the private stormwater collection and dispersion system in accordance with CMC 17.19.040 (C, 3).
10. Final as-built construction drawing submittals shall meet the requirements of the Camas Design Standards Manual.
11. A final wetland mitigation plan that meets the requirements of CMC 16.53.050(E)(3) shall be submitted prior to final plat approval.
12. All recommendations in the Wetland Delineation & Assessment, Buffer Averaging & Restoration Plan, and the Fish & Wildlife Habitat Conservation Areas Report shall be followed during development and construction.
13. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the city and Washington Department of Archaeology and Historic Preservation (DAHP).
14. The wetland/sensitive area shall be placed in a tract. Per CMC Section 16.53.040(C), the applicant shall be required to:

- a. Prior to any earthwork, construction fencing shall be in place around the wetland/sensitive area buffer tract. The protective fencing shall remain in place until final occupancy permits are issued;
 - b. Install a permanent fence along the outer boundaries of the wetland/sensitive areas, with small signs (minimum one foot by one foot) posted every one hundred feet. These signs shall read: "Sensitive Area buffer – Leave in its natural state. It is illegal to cut, prune, mow, or perform any ground disturbance within this area. Call the City of Camas for information." These signs shall be permanently maintained;
 - c. A conservation covenant shall be recorded in a form approved by the city.
 - d. The wetland/sensitive area buffers shall be shown on the short plat, and a note referencing the recorded covenant shall be on the plat.
15. The applicant shall provide a permanent mechanism for the protection of the trees to be preserved as shown on the Preliminary Tree and Landscape Plan that is acceptable to the City.
 16. The applicant shall install temporary fencing around the drip line of the significant trees prior to any logging or earth moving activities, and the fencing shall remain in place throughout individual lot construction. The preserved trees shall not be removed without prior written permission from the city.
 17. The planting of street trees shall be the responsibility of the applicant, and shall be installed or bonded for prior to final plat approval.
 18. All homes within this short plat shall have automatic fire sprinkler systems designed and installed in accordance with NFPA 13D.
 19. Prior to final short plat approval the applicant shall place approved address signs where Tract "A" intersects with NE Woodburn Drive.
 20. The applicant shall form a homeowners association for this development to provide for the perpetual maintenance of the private access drive and the private storm water collection and dispersion system. The applicant shall submit CC&R's to the city for review and approval.
 21. A drawing that accurately reflects the lots, which complies with the dimensions in CMC 18.09.040 Table 2 shall be submitted prior to final plat approval.
 22. The applicant shall place and maintain a continuous fence along the east boundary of Lots 2 and 3 to prevent vehicular access from these lots directly to SE 283rd Avenue.

VI. PLAT NOTES:


1. A Homeowners Association or Maintenance Agreement will be required for this development to provide perpetual maintenance of the private access drive and private storm collection and dispersion system. Copies of any C.C. & R's or Maintenance Agreements shall be submitted and be on file with the City of Camas.
2. The applicant shall establish enforcement procedures for no-parking on private streets to maintain a clear path of travel for emergency responders.
3. A final occupancy permit will not be issued by the Building Department until all site improvements are completed and accepted by the City.
4. The lots in this short plat are subject to traffic impact fees, school impact fees, and park/open space impact fees. Each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance.
5. Automatic fire sprinkler systems designed and installed in accordance with NFPA 13D are required in all residences.
6. In the event that any archaeological or historic materials are encountered during project activity, work in the immediate area (initially allowing for a 100-foot buffer; this number may vary by circumstance) must stop and the following actions taken:

- a. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
- b. Take reasonable steps to ensure the confidentiality of the discovery site; and
- c. Take reasonable steps to restrict access to the site of discovery.

The project proponent shall notify the concerned tribes and all appropriate city, county, state, and federal agencies, including the Washington State Department of Archaeology and Historical Preservation. (CMC 16.31.150(D))

7. The wetland/sensitive tract, Tract _____, is set aside as open space and shall remain in its natural state, unless otherwise approved by the City. No activity may occur in this tract without a critical area report and approval from the Director of Community Development unless otherwise permitted pursuant to CMC 16.50.120. This tract shall be owned and maintained by the HOA of this development.
8. The private well and hose bib located near the northwest corner of Lot 1 is for the exclusive use of Lot 4.
9. Lots 2 and 3 are not allowed direct access to SE 283rd Avenue.
10. No trees shall be removed from the southern boundary of Lots 1, 2 and 4, nor along the eastern boundary of Lots 2, 3, and 4 without approval by the City of Camas. If approval is granted for hazardous tree conditions, then replacement trees must be planted at a ratio of 2:1.

Dated this 11th day of May, 2012
Decision issued by,



Kathy Marlowe, Planner I
Community Development Department

Appeals: This is a Type II Decision and is appealable to the Hearings Examiner pursuant to CMC18.55.200. All appeals are initiated by filing a notice of appeal with the director (City Hall, 616 NE 4th Ave.) within fourteen (14) days of issuance of the decision being appealed. The notice of appeal shall be in writing, include the appeal fee of \$330, and contain the following information:

- (1) Appellant's name, address and phone number;
- (2) Appellant's statement describing his or other standing to appeal;
- (3) Identification of the application which is the subject of the appeal;
- (4) Appellant's statement of grounds for the appeal and the facts upon which the appeal is based;
- (5) The relief sought, including the specific nature and extent;
- (6) A statement that the appellant has read the notice of appeal and believes the content to be true, followed by the appellant's signature.



CITY OF CAMAS

P.O. Box 1055
Camas, Washington 98607
360-817-1562 Fax 360-834-1535
<http://www.ci.camass.wa.us>

MEMORANDUM

To: Olson Engineering
Attn: Jocelyn Cross
1111 Broadway
Vancouver, WA 98660

Joe and LouAnn Wittle
2222 SE 283rd Avenue
Camas, WA 98607

From: Kathy Marlowe *KM*
Planner I

Wes Heigh
Engineering

Date: February 16, 2012

Re: Wittler Short Plat

This letter is to inform you that the above application has been **deemed to be incomplete as of the date of this letter**. The intent of this letter is to confirm that the information necessary for processing the applications has not been submitted.

Information required for completeness:

- The Archaeological Report does not appear to be signed, and does not appear to include the preparer's qualifications and work history per the pre-application notes.
- The Buffer Averaging & Restoration Plan qualifications and work history sheet is not signed by the plan preparer.

Other project issues or concerns:

- It is unclear in the narrative which phase of the final plat will include the parent parcel with the existing house (Lot 4). The preliminary plat shows a "project boundary" that is not consistent with the boundaries of the entire parcel and does not show the final dimensions of lot 4. The applicant may wish to revise the preliminary short plat to accurately reflect the actual lot sizes.
- The narrative is silent on "Limitations on further subdivision" (CMC 17.09.050) or "Contiguous short plats" (CMC 17.09.060). The applicant may wish to include a discussion section that demonstrates their comprehension of these requirements and how they plan to comply with said requirements.
- The narrative at page 11 discusses half-width street improvements. The applicant could make a stronger argument of the possible dis-proportionality of half-width street improvements along SE 283rd Ave. by identifying the estimated costs of half-width improvements vs. the amount of traffic added to the existing street system from this proposed 4 lot short plat. The applicant could also include a statement regarding the land

value of the 7' wide ROW that is being proposed for dedication along the east edge of lots 2, 3 and 4.

- The narrative is silent regarding the requirements of CMC 17.19.040 (B, 10c). and does not address the requirement of providing one additional off-street parking space for every 5 units when the average lot size is under 7,400 S.F. The applicant should request an exception to this requirement in accordance with CMC 17.23.010.
- The HARL sanitary sewer basin plan identifies parcels to the north and east of the subject property that are to be served by the HARL sanitary sewer lift station and as such the applicant will likely be required to provide a minimum 15' sanitary sewer easement and/or extension of the 8" sanitary sewer main to SE 283rd Ave. ROW for future connections and/or extensions per CMC 17.19.040 (C, 2e). The preliminary utility plan should be revised to reflect this utility extension and easement location.
- Retaining the existing water well for future irrigation only at the time of development of Phase II may be allowed by the Public Works Director as proposed in the narrative at page 12, however there will likely be the requirement to install an acceptable backflow prevention device at the time of connecting the existing residence to public water.

If you have any questions please feel free to contact us.

CMC Section 18.55.130(C) states: Upon receipt of a letter indicating the application is incomplete, the applicant has one hundred eighty (180) days from the original application submittal date within which to submit the missing information or the application shall be rejected and all materials returned to the applicant.

Olson Engineering, Inc.

Memo

RECEIVED
MAY 03 2012
CITY OF CAMAS

To: City of Camas
Kathy Marlowe
Wes Heigh

From: Jocelyn Cross

Date: 3/7/12

Re: Wittler Short Plat – Fully Complete

Joe and LouAnn Wittler
2222 SE 283rd Avenue
Camas, WA 98607

Information required for completeness:

- The Archaeological Report does not appear to be signed, and does not appear to include the preparer's qualifications and work history per the pre-application notes.
Provided by Archaeological Services and emailed to Kathy Marlowe 2/17/12.
- The Buffer Averaging & Restoration Plan qualifications and work history sheet is not signed by the plan preparer.
Provided by The Resource Company and submitted on 2/27/12.

Other project issues or concerns:

- It is unclear in the narrative which phase of the final plat will include the parent parcel with the existing house (Lot 4). The preliminary plat shows a "project boundary" that is not consistent with the boundaries of the entire parcel and does not show the final dimensions of lot 4. The applicant may wish to revise the preliminary short plat to accurately reflect the actual lot sizes.
The preliminary short plat has been revised to reflect the lot dimensions of lot 4 and submitted on 3/7/12.
- The narrative is silent on "Limitations on further subdivision" (CMC 17.09.050) or "Contiguous short plats" (CMC 17.09.060). The applicant may wish to include a discussion section that demonstrates their comprehension of these requirements and how they plan to comply with said requirements.
An additional drawing has been provided by The Resource Company that further details the limitations of the property because of the existing critical areas. It is clear from the drawing that there is not a reasonable way to connect the proposed short plat with other potential development at the NE corner of the site. Refer to the narrative, page 8, #9 for more information. The drawing

provided does not show the buffers which would place further limitation on future development.

- The narrative at page 11 discusses half-width street improvements. The applicant could make a stronger argument of the possible dis-proportionality of half-width street improvements along SE 283rd Ave. by identifying the estimated costs of half-width improvements vs. the amount of traffic added to the existing street system from this proposed 4 lot short plat. The applicant could also include a statement regarding the land value of the 7' wide ROW that is being proposed for dedication along the east edge of lots 2, 3 and 4.

The Wittler Short Plat will create 3 new lots which will access onto NE Woodburn Drive. The trips to and from these lots will be primarily to the south down Crown Rd. toward 3rd Ave. and not traveling on the site's easterly frontage. Utilizing the ITE rate of 9.57 Average Daily Trips (ADT) per lot results in a total of 29 ADT. The applicant has proposed to dedicate an additional seven feet of right of way along the site's frontage on Crown Road. The approximate length of this frontage is 544 ft. The area of the proposed dedication is 3808 square feet (sf). Assuming a land value of \$3 per sf would result in a value of approximately \$11,500. The new lots will also be assessed traffic impact fees at the time of building permit.

The applicant believes that the requirement of any additional street improvements to Crown Road would not be proportionate to the traffic impacts generated by the development. Included with this memo is the street section that was utilized for the estimate. Below is a summary of the estimate.

<u>Earthwork & Streets:</u>	\$150,000
<i>This includes – Mobilization, clearing, grubbing, strippings, general excavation, import material, fine grading, asphalt, base rock, demolish existing roads, pavement cut, curb & gutter, wheelchair ramps, sidewalk, erosion control, landscape, hydro seeding, traffic control, striping, signage, street lighting, and relocation of existing power and phone utilities.</i>	
<u>Storm Sewer:</u>	\$110,000
<i>This includes – 12" main with granular backfill, catch basins, stormwater treatment and detention facility, and adjusting existing manholes to finished grade.</i>	
<u>Contingency – 10%</u>	\$26,000
<u>Engineering & Surveying – 15%</u>	\$39,000
Total Construction Cost:	\$325,000

As mentioned in the original narrative, the City of Camas can require half-width improvements when deemed appropriate by the City Engineer. However, based on the above information it can be seen that a cost of \$325,000 for 29 average daily trips is grossly disproportionate. Another way to quantify this is to look at the cost per lot which would be approximately \$108,000.

- The narrative is silent regarding the requirements of CMC 17.19.040 (B, 10c). and does not address the requirement of providing one additional off-street parking space

for every 5 units when the average lot size is under 7,400 S.F. The applicant should request an exception to this requirement in accordance with CMC 17.23.010.

Only 3 new units are proposed. Parking will be provided in the garage and driveways.

- The HARL sanitary sewer basin plan identifies parcels to the north and east of the subject property that are to be served by the HARL sanitary sewer lift station and as such the applicant will likely be required to provide a minimum 15' sanitary sewer easement and/or extension of the 8" sanitary sewer main to SE 283rd Ave. ROW for future connections and/or extensions per CMC 17.19.040 (C, 2e). The preliminary utility plan should be revised to reflect this utility extension and easement location.

The utility plan has been revised and was submitted on 3/7/12.

- Retaining the existing water well for future irrigation only at the time of development of Phase II may be allowed by the Public Works Director as proposed in the narrative at page 12; however there will likely be the requirement to install an acceptable backflow prevention device at the time of connecting the existing residence to public water.

Phasing is no longer proposed; however, it is understood that an acceptable backflow device will likely be required.

- Phasing – CMC 17.11.040

Phasing is no longer proposed. Therefore, this code section does not apply.

- Required Improvements - CMC 17.19.20

Phasing is no longer proposed. The existing septic system will be abandoned and the existing house on proposed lot 4 will be connected to public sewer at the time of construction for lots 1-3.



Community Development Department
P.O. Box 1055
Camas, WA 98607

STAFF REPORT AND NOTICE OF DECISION
MINOR MODIFICATION TO PRELIMINARY APPROVAL
WITTLER SHORT PLAT
FILE #: MINMOD12-05
RELATED FILES # SP12-01, SEPA12-04

PROPOSAL: Modification to Conditions of Approval for SP12-01, in particular: Condition #14, Condition #14b, and Plat Note #7; and an exception request to amend Condition # 22.

OWNER: Joseph and LouAnn Wittler

CONTACT: Jocelyn Cross
Olson Engineering, Inc
1111 Broadway
Vancouver, WA 98660

LOCATION: 2222 SE 283rd Avenue
Assessors Account No. 123232-000

DECISION DATE: July 30, 2012

APPLICABLE LAW: The application for a minor modification was submitted on July 3, 2012, and the applicable codes are those codes that were in effect at the date of application (through Ordinance No. 2636), Camas Municipal Code (CMC): Title 16 Environment, Title 17 Land Division; Title 18 Zoning, specifically (but not limited to): Chapter 18.55 Administrative Procedures.

CMC 18.55.290 Minor amendments or modifications.

Minor amendments are modifications to approved developments or permits. Minor amendments are those modifications which may affect the precise dimensions or location of buildings, accessory structures, and driveways, but do not affect: (i) overall project character, (ii) increase the number of lots, dwelling units, or density, (iii) decrease the quality or amount of open space, or (iv) vary from specified dimensional standards of this title.

BACKGROUND

The applicant was granted preliminary approval for a four lot short plat on approximately 5.95 acres of land zoned Residential-6,000 (R-6) on May 15, 2012. That approval included, in pertinent part, the following Conditions of Approval and Plat Note that are the subject of this Minor Modification:

- Condition 14: The wetland/sensitive area shall be placed in a tract. Per CMC 16.53.040(C), the applicant shall be required to:
 - b. Install a permanent fence along the outer boundaries of the wetland/sensitive areas, with small signs (minimum one foot by one foot) posted every one hundred feet. These signs shall read: "Sensitive Area

buffer – Leave in its natural state. It is illegal to cut, prune, mow, or perform any ground disturbance within this area. Call the City of Camas for information.” These signs shall be permanently maintained.

- Plat Note 7: The wetland/sensitive tract, Tract _____, is set aside as open space and shall remain in its natural state, unless otherwise approved by the City. No activity may occur in this tract without a critical area report and approval from the Director of Community Development unless otherwise permitted pursuant to CMC 16.50.120. this tract shall be owned and maintained by the HOA of this development.
- Condition 22: The applicant shall place and maintain a continuous fence along the east boundary of Lots 2 and 3 to prevent vehicular access from these lots directly to SE 283rd Avenue.

DISCUSSION:

Condition 14. “The wetland/sensitive area shall be placed in a tract.”

The applicant’s narrative states that “the applicant would like the wetland area to remain in the ownership of Lot 4 and not create a separate tract. A covenant will be recorded to protect the wetland/sensitive areas,” and “A conservation covenant and protective easement will be more than adequate for this project.”

CMC 16.51.240(A) requires that critical areas and their buffers be protected and preserved through a permanent protective mechanism acceptable to the city, listing tracts, protective easements, or dedication of the area to a public agency or land trust. CMC 16.53.040(B)(3) states that wetlands and buffers **shall be** placed in a non-buildable tract, unless the responsible determines the tract is impractical. (Emphasis added)

The applicant’s narrative (Page 2) states that “In this case it is impractical to create a tract,” stating that since the owners of Lot 4 will be responsible for the maintenance and care of the critical area it’s not necessary to create a separate tract. It is unclear how an owner being responsible for the care and maintenance makes the creation of a tract impractical.

The area within Lot 4 has not had a critical areas study done, so the extent of the critical areas and their buffers is unknown. If the owner of Lot 4 does not know the extent of the critical areas how can they protect and preserve it? The narrative talks about how “the property has been well maintained and extensively landscaped with special care given to the natural environment.” Without a delineation of the critical areas and their buffers there is no way of knowing the extent of the critical areas and their buffers, if the existing landscaping has already impacted the critical areas, or how much more landscaping the owner of Lot 4 might be allowed to do.

And without a critical areas study, that includes delineation of the critical areas and their buffers on the short plat map, and a conservation covenant for review by the city, there is no assurance that the owner will protect and preserve the critical areas as required in code.

Condition 14b. “Install a permanent fence along the outer boundaries of the wetland/sensitive areas, with small signs (minimum one foot by one foot) posted every one hundred feet. These signs shall read: “Sensitive Area buffer – Leave in its natural state. It is illegal to cut, prune, mow, or perform any ground disturbance within this area. Call the City of Camas for information.” These signs shall be permanently maintained”

CMC 16.53.040(C)(2) requires a permanent physical demarcation along the buffer area to be installed and maintained, consisting of “logs, a tree or hedge row, fencing, or other prominent physical marking approved by the responsible official.” The applicant will choose one of these options and make note on the plat which method they will utilize, the purpose of the demarcation, and post the required signs. The end of the private road tract will be especially marked with both the physical barrier and a sign.

Plat Note 7. “The wetland/sensitive tract, Tract _____, is set aside as open space and shall remain in its natural state, unless otherwise approved by the City. No activity may occur in this tract without a critical area report and approval from the Director of Community Development unless otherwise permitted pursuant to CMC 16.50.120. This tract shall be owned and maintained by the HOA of this development.”

If the Director determines that the conservation covenant and protective easement are sufficient to adequately

protect this area this note would be amended to state that the owner of Lot 4 will own and maintain the tract.

CMC 17.23.010 Exception Request.

Condition 22. "The applicant shall place and maintain a continuous fence along the east boundary of Lots 2 and 3 to prevent vehicular access from these lots directly to SE 283rd Avenue."

The fence was required in response to CMC 17.19.030(D)(6), which requires double frontage lots, when they cannot be avoided, to have an additional twenty feet for a buffer strip to provide for separation between the development and the traffic arterial. Given the extent and location of the wetland/sensitive areas on this parcel, and the limited area for development due to the location of the existing house, there was no feasible way to provide the extra twenty feet for the buffer strip, and the fencing was required in lieu of the extra lot depth. The applicant's narrative, at Page 3, is asking that they be given an exception to the code requirement of lot depth and to the requirement of building a fence along the eastern boundary. They state that there is a dense row of cedar trees in the area that would require extensive trimming and possibly removal, which would reduce the buffering effect. They feel the trees would be a more effective natural buffer than a fence. During a visit to the site on July 12, 2012, staff walked the area behind the trees, and noted that, as they stand now, they do provide a dense screen.

Staff finds that Condition 22 could be modified and the intent of CMC 17.19.030(D)(6) met under the following provisions: The existing row of trees should be left standing, with no trimming or thinning, in order to maintain the natural buffering. A note would need to be placed on the plat to this effect. Additional plantings of cedar trees or others acceptable to the city would need to be planted in the area at the southeast corner of Lot 2, where there is an existing gravel driveway entering the property. All tree planting must be a minimum of three feet in height, fully branched, and adequately staked. They must be roughly in line with the existing trees and planted at a similar distance apart as the existing trees. If these trees are destroyed at any time they will need to be replaced with new trees, or replaced by a continuous fence, as approved by the city.

CONCLUSIONS:

As conditioned in this staff report, this minor modification to the short plat preliminary approval can or will meet the requirements of Title 16 Environment, Title 17 Land Development, and Title 18 Zoning of the Camas Municipal Code.

DECISION: Approval of a Minor Modification (MinMod12-05) is granted to File No. SP12-01, with the following modified conditions. All other conditions of the original decision are not affected by this minor modification.

MODIFIED CONDITIONS OF APPROVAL:

1. Condition of Approval 14 of the Notice of Decision and Staff Report for Preliminary Short Plat Approval shall be amended to read as follows:

The wetland/ sensitive area affecting the entire parcel shall be delineated and protected by way of a conservation covenant and protective easement, and shall be placed in a tract. The City of Camas shall review and approve the covenant and easement prior to final plat approval.

- a. Prior to any earthwork, construction fencing shall be in place around the wetland/sensitive area buffer. The protective fencing shall remain in place until final occupancy permits are issued;*
- b. Install a permanent physical demarcation along the outer boundaries of the wetland/sensitive areas, consisting of logs, a tree or hedge row, fencing, or other prominent physical marking approved by the city. In particular, a permanent physical demarcation shall be placed at the north end of Tract "A" (the private road), along with a sign as required in "c" below.*
- c. Small signs shall be posted at an interval of one per lot or every one hundred feet, whichever is less, and perpetually maintained at locations along the outer perimeter of the wetland/sensitive area buffer. These signs shall read: "Sensitive Area Buffer – Leave in its natural state. It is illegal to cut, prune, mow, or perform any ground disturbance within this area. Call the City of Camas for information." These signs*

shall be permanently maintained.

d. A conservation covenant and protective easement shall be recorded in a form approved by the city at the time the final plat is recorded.

e. The wetland/sensitive area and buffers shall be shown on the short plat for the entire parcel, and a note referencing the recorded covenant and easement shall be on the plat.

2. Condition of Approval 22 of the Notice of Decision and Staff Report for Preliminary Short Plat Approval shall be amended to read as follows:

The applicant shall maintain the row of cedar trees along the eastern boundary of Lots 2 and 3 to prevent vehicular access from these lots directly to SE 283rd Avenue. Additionally, the area at the southeast corner of Lot 2 currently being used as a driveway onto the property shall be planted with similar cedar trees to effectively block that driveway. The trees shall be a minimum of three feet in height, fully branched, and adequately staked. They shall be roughly in line with the existing trees and planted at a similar distance apart as the existing trees. The applicant shall maintain these new trees until such time as they are established.

Additionally, Plat Note 10 shall be amended to read:

No trees shall be removed from the southern boundary of Lot 1, 2 and 4, nor along the eastern boundary of Lots 2, 3, and 4 without approval from the City of Camas. If approval is granted for hazardous tree conditions, then replacement trees must be planted at a ratio of 2:1. If hazardous tree conditions exist along the eastern boundary of Lot 2, 3, and 4, the trees can be replaced with a six-foot sight-obscuring fence.

3. Plat Note 7 of the Notice of Decision and Staff Report for Preliminary Short Plat Approval shall be amended to read as follows:

The wetland/sensitive area tract, Tract ___ is set aside as open space and shall remain in its natural state, unless otherwise approved by the City. No activity may occur in this tract without a critical area report and approval from the Director of Community Development, unless otherwise permitted pursuant to CMC 16.50.120. This tract shall be owned and maintained by the owners, current and future, of Lot 4 of this development.

By:



Kathy Marlowe, Planner I, for
Phil Bourquin, Community Development Director

APPEALS: The applicant or any person receiving mailed notice of the directors decision, may appeal the decision within 15 days of the decision date. Appeals shall be filed at City Hall, no later than 5:00pm on the 15th day after the decision. Timely filing of an appeal includes at minimum submittal of an appeal fee of \$330.00, and concise statements addressing CMC Section 18.55.200. An appeal of this Administrative Decision would be to the Hearings Examiner. The appeal fee covers the cost of copying and notification of appeal to the Hearings Examiner. Further, CMC Section 18.55.450 addresses review of approved permits.

AFTER RECORDING RETURN TO:

Steve Morasch
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

DECLARATION OF COVENANT

Grantor: Joseph G. Wittler and Martha LouAnn Wittler, Trustees of the Wittler Living Trust Dated February 17, 1998

Grantee: City of Camas, a Washington municipal entity

Abbr. Legals: A portion of SEC 1 T1N R3E WM (#38 T M COFFEY DLC)

Tax Parcel ID Number: 123232-000

THIS COVENANT is entered into this ____ day of _____, 2013, by and between Joseph G. Wittler and Martha LouAnn Wittler, Trustees of the Wittler Living Trust Dated February 17, 1998 (hereinafter called Grantor), and City of Camas, a Washington municipal entity (hereinafter called Grantee).

RECITALS

WHEREAS, Grantor is the fee simple title holder of real property located in Camas, Washington, which property has been approved for a short plat by the City of Camas under the project name Wittler Short Plat, City File Number SP12-01 (the "Approval"); and,

WHEREAS the Approval requires that the Grantor grant a conservation covenant over approximately 4.16 acres of the project (the "Covenant Area") in perpetuity for preservation and conservation of certain areas of the project; and,

WHEREAS the Covenant Area is legally described and depicted in Exhibit "A", which is attached hereto and incorporated by reference herein, located in the City of Camas, Clark County, Washington; and,

WHEREAS it is the intent of Grantor, as set forth herein, that Grantor hereby execute this Declaration of Covenant in order to set aside and conserve in perpetuity, limitations on the use of the Covenant Area, as is required by the Approval;

NOW THEREFORE, the parties agree to the following terms:

1. The Grantor hereby grants and conveys to the Grantee a conservation covenant to prevent any use of the Covenant Area that will significantly impair or interfere with the conservation values of the Covenant Area.
2. This Declaration of Covenant is intended to, and shall, run with the land in perpetuity, unless otherwise agreed to in writing between Grantor and Grantee.
3. Except as otherwise provided in this Covenant, Grantor, and its successors, assignees, and transferees, shall refrain from, and not authorize any other person from altering or developing the Covenant Area in a manner inconsistent with this Declaration of Covenant and the Approval. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Covenant Area:
 - a) Subdivision and residential development;
 - b) Commercial, industrial, or agricultural development and/or use;
 - c) Alteration of the land surface or any vegetation other than current or future approved mitigation or the removal of hazard trees or non-native invasive species;
 - d) Timber harvest;
 - e) Alteration of the topography, except as allowed through current or future approved mitigation;
 - f) Creation of paths, trails, or roads, except as described in the wetland mitigation plan and allowed within the Approval;
 - g) Waste disposal;
 - h) Mineral development;
 - i) The placement of fill material;
 - j) Dredging, removal, or excavation of any soil or minerals, except as described in the wetland mitigation plan and allowed within the permit;
 - k) Drainage of surface or groundwater, except as approved under the permit or that has historically drained to this area;
 - l) Construction or placement of any structure;
 - m) Plowing, tilling, or cultivating the soils or vegetation; and
 - n) Use of the wetland for the dumping of untreated stormwater at a volume that adversely impacts the hydrology of the wetland. This provision shall not prevent routine use and maintenance of the stormwater outfall constructed as part of the project pursuant to the Approval. Routine use and maintenance of the stormwater

outfall and the public sanitary sewer that crosses the Covenant Area shall be exempt from this Declaration of Covenant.

4. The Grantor reserves unto itself, its heirs, successors, assignees, and transferees all rights accruing from its ownership of the Covenant Area, including the right to engage in or permit or invite others to engage in all uses of the Covenant Area that are not expressly prohibited herein and are not inconsistent with the purpose of this Declaration of Covenant. This covenant may only be amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereby sign, attest, grant and accept this DECLARATION OF COVENANT:

GRANTOR:

**Joseph G. Wittler and Martha LouAnn Wittler,
Trustees of the Wittler Living Trust Dated
February 17, 1998**

By: Joseph G. Wittler ~~IT~~ ~~TE~~
Joseph G. Wittler, Trustee

By: Martha LouAnn Wittler ~~IT~~
Martha LouAnn Wittler, Trustee

Dated: 2/5/13

GRANTEE:

City of Camas, a Washington municipal entity

By: _____

Its: _____

Dated: _____

[Notary Acknowledgements on following pages.]

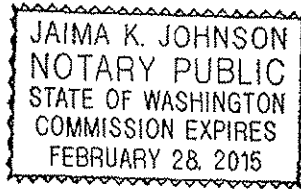
STATE OF WASHINGTON)

ss.

County of Clark)

I certify that I know or have satisfactory evidence that JOSEPH G. WITTLER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute this instrument and acknowledged it as the as TRUSTEE of the WITTLER LIVING TRUST DATED FEBRUARY 17, 1998, to be the free and voluntary act of such party and to bind the Grantee for the uses and purposes mentioned in this instrument.

Dated: 2-5-13



Jaima K. Johnson
Notary Public in and for the State of Washington
Residing at: Camas
My appointment expires: 2-28-15

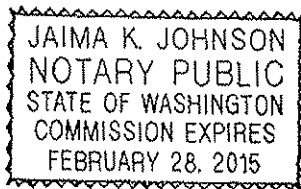
STATE OF WASHINGTON)

ss.

County of Clark)

I certify that I know or have satisfactory evidence that MARTHA LOUANN WITTLER is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute this instrument and acknowledged it as the as TRUSTEE of the WITTLER LIVING TRUST DATED FEBRUARY 17, 1998, to be the free and voluntary act of such party and to bind the Grantee for the uses and purposes mentioned in this instrument.

Dated: 2-5-13



Jaima K. Johnson
Notary Public in and for the State of Washington
Residing at: Camas
My appointment expires: 2-28-15

STATE OF WASHINGTON)

County of Clark) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute this instrument and acknowledged it as the as _____ (*title of authorized representative*) of the CITY OF CAMAS, to be the free and voluntary act of such party and to bind the Grantor for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

LEGAL DESCRIPTION FOR WITTLER SHORT PLAT REVISED CONSERVATION COVENANT AREA

January 2, 2013

A parcel of property in the Terril M. Coffey Donation Land Claim, being a portion of the North half of Section 1, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly Southeast corner of the Terril M. Coffey Donation Land Claim;

THENCE North $01^{\circ} 52' 47''$ East along the East line of said Coffey Donation Land Claim, 736.92 feet to Easterly extension of the South line of that parcel conveyed to Joseph G. Wittler, et ux, by deed recorded under AF # 9804140156, Clark County records;

THENCE North $88^{\circ} 53' 41''$ West along said Easterly extension and along said South line 281.16 feet to the TRUE POINT OF BEGINNING;

THENCE North $32^{\circ} 11' 57''$ East 23.36 feet;

THENCE North $21^{\circ} 54' 52''$ East 49.21 feet;

THENCE South $88^{\circ} 53' 41''$ East 91.00 feet;

THENCE North $01^{\circ} 52' 47''$ East 52.48 feet to a point hereinafter referred to as Point "A";

THENCE North $64^{\circ} 39' 51''$ West 111.21 feet;

THENCE North $29^{\circ} 43' 24''$ East 154.48 feet;

THENCE South $89^{\circ} 26' 07''$ East 69.31 feet;

THENCE South $72^{\circ} 12' 38''$ East 87.78 feet;

THENCE North $01^{\circ} 39' 53''$ East 269.60 feet to the North line of said Wittler parcel;

THENCE North $88^{\circ} 53' 25''$ West along the North of said Wittler parcel 433.79 feet to the Northwest corner thereof;

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Page 1 of 2

EXHIBIT A (Continued)

THENCE South 01° 28' 24" West along the West line of said Wittler parcel 544.82 feet to the Southwest of said Wittler parcel;

THENCE South 88° 53' 41" East along the South line of said Wittler Parcel 187.43 feet to the TRUE POINT OF BEGINNING.

EXCEPT the following described parcel:

COMMENCING at the aforesaid Point "A";

THENCE South 01° 52' 47" West 37.83 feet to the TRUE POINT OF BEGINNING;

THENCE North 67° 07' 35" West 27.82 feet;

THENCE North 37° 05' 39" East 18.55 feet;

THENCE North 52° 54' 21" West 5.00 feet;

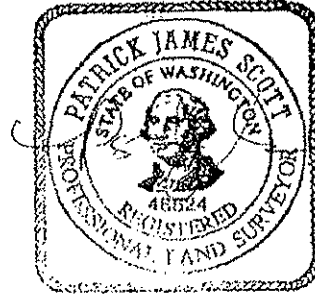
THENCE South 37° 05' 39" West 43.53 feet;

THENCE South 52° 54' 21" East 5.00 feet;

THENCE North 37° 05' 39" East 19.82 feet;

THENCE South 67° 07' 35" East 31.01 feet;

THENCE North 01° 52' 47" East 5.36 feet to the TRUE POINT OF BEGINNING.



1-4-2013

SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into effective as of _____, 2013 by and between LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company ("Seller"), and City of Camas, a municipal corporation ("Buyer").

A. Seller and Buyer (the "Parties") are parties to that certain Real Estate Purchase and Sale Agreement dated effective August 24, 2012, and amended by that certain First Amendment to Real Estate Purchase and Sale Agreement dated effective November 19, 2012 (the "Agreement"), whereby Seller is selling to Buyer certain real property in Clark County, Washington more particularly described in the Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

B. The Parties wish to amend the Agreement to extend the Termination Date described in Section 3.1 of the Agreement.

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

1. The Termination Date is hereby extended to September 1, 2013.
2. This Amendment may be executed in separate counterparts, each of which shall be deemed an original hereof and shall together constitute one and the same document. The Parties agree that electronic delivery by facsimile or email of a signed counterpart of this Amendment shall be deemed the same as delivery of the original counterpart. Upon request of the other party, a party delivering an electronic counterpart of this Amendment shall provide to the requesting party a signed original of this Amendment.
3. Except as explicitly modified by this Amendment, the Agreement remains in full force and effect as written.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date and year first written above.

LONGVIEW TIMBERLANDS LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Its: _____

CITY OF CAMAS,
a municipality of the State of Washington

By: _____

Printed Name: _____

Its: _____

RESOLUTION NO. 1266

A RESOLUTION declaring and establishing "Jimmie Rodgers Avenue" in the City of Camas as an Honorary designation.

WHEREAS, Jimmie Rodgers was raised in the City of Camas, graduating from Camas High School in 1951; and

WHEREAS, Jimmie Rodgers began singing as a child in Camas and sang as male soloist for many Camas High School music programs; and

WHEREAS, Jimmie Rodgers received a big break into the record industry by auditioning and winning the nationally televised Arthur Godfrey talent show; and

WHEREAS, Jimmie Rodgers cut his first record demo with Roulette Records with the song "Honeycomb" that went on to number one on the charts and stayed there for seven weeks; and

WHEREAS, Jimmie Rodgers' career has included 23 gold records, 450 recorded songs, over 40 top ten hits, multiple television appearances, his own television show, and two motion pictures; and

WHEREAS, the City of Camas desires to recognize Jimmie Rodgers as their "home town boy" and to honor his achievements in the entertainment industry through the establishment of an honorary street name for that portion of NW 10th Avenue on which Jimmie Rodgers lived from 1939 through 1957.

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

SECTION I

NW 10th Avenue between NW Greeley Street and NW Drake shall be and is hereby declared to be designated as Jimmie Rodgers Avenue.

ADOPTED at a regular Council meeting this 19th day of February, 2013.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

AGREEMENT BETWEEN
CITY OF CAMAS
and the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 2444

January 1, 2013- December 31, 2013

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION 3

ARTICLE 2 - UNION SECURITY 4

ARTICLE 3 - CHECK-OFF OF DUES..... 5

ARTICLE 4 - WORK SCHEDULES - OVERTIME - LEAVE SLOTS 6

ARTICLE 5 - HOLIDAY COMPENSATION..... 10

ARTICLE 6 - VACATIONS 11

ARTICLE 7 - SICK LEAVE 12

ARTICLE 8 - BEREAVEMENT LEAVE 14

ARTICLE 9 - JURY DUTY 15

ARTICLE 10 - OTHER LEAVES..... 16

ARTICLE 11 - SENIORITY 19

ARTICLE 12 - CIVIL SERVICE RULES AND REGULATIONS..... 20

ARTICLE 13 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION
 DRUG - PENSION - LIFE INSURANCE..... 21

ARTICLE 14 - UNIFORM ALLOWANCE..... 23

ARTICLE 15 - DISCIPLINARY PROCEDURES..... 24

ARTICLE 16 - GRIEVANCE PROCEDURE 26

ARTICLE 17 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS . 28

ARTICLE 18 - STRIKES AND LOCKOUTS 29

ARTICLE 19 - UNION REPRESENTATIVES..... 30

ARTICLE 20 - BULLETIN BOARDS..... 31

ARTICLE 21 - NON-DISCRIMINATION 32

ARTICLE 22 - WAGES, CLASSIFICATIONS AND PAY PLAN 33

ARTICLE 23 - HEALTH AND SANITATION 35

ARTICLE 24 - SEVERABILITY 36

ARTICLE 25 - MILEAGE ALLOWANCE 37

ARTICLE 26 - LIABILITY INSURANCE..... 38

ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS 39

ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATIONS..... 40

ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE..... 41

ARTICLE 30 - MANAGEMENT RIGHTS 42
ARTICLE 31 - USE OF TOBACCO PRODUCTS..... 43
ARTICLE 32 - DRUG AND ALCOHOL POLICY AND PROCEDURES 44
ARTICLE 33 - PHYSICAL FITNESS 45
ARTICLE 34 - USE OF FIRE STATION 46
ARTICLE 35 - WSCFF RETIREE MEDICAL TRUST 47
ARTICLE 36 - ALTERNATIVE DUTY 48
ARTICLE 37 - LABOR MANAGEMENT COMMITTEE 49
ARTICLE 38 - TERMINATION AND RENEWAL 50
EXHIBIT A..... 51
EXHIBIT B 52

AGREEMENT BETWEEN

CITY OF CAMAS

and the

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 2444

THIS AGREEMENT is made and entered into by and between the City of Camas, Camas, Washington, hereinafter referred to as the "Employer," and the International Association Of Fire Fighters, Local No. 2444, chartered by the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union".

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 Union, 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 Union as the sole collective bargaining agent for all regular full-time employees of the Fire Department of the City of Camas excluding Fire Chief, Deputy Fire Chief, Division Chief of Emergency Medical Services, Fire Marshal and any positions covered under another bargaining agreement

ARTICLE 2 - UNION 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 Union 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 from the date of employment become and remain members of the Union in good standing.
- 2.3 In the event an employee member of the Union as defined in Article I of the agreement who joins the Union fails to maintain his membership in the Union in good standing, therein by the payment of Initiation Fees and by regular payment of dues, the Union will notify the Employer, in writing, of such employee's delinquency. The Employer agrees to advise the employee that his membership obligation will normally result in termination of employment within five (5) days.
- 2.4 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.
- 2.5 The Union agrees to hold the Employer harmless of any liability resulting from the enforcement of this Article.

ARTICLE 3 - CHECK-OFF OF DUES

The Employer agrees to deduct Union dues from the wages of each employee upon receipt of the employee's authorization. The Employer agrees to forward such dues to the office of the Union monthly.

ARTICLE 4 - WORK SCHEDULES – OVERTIME – LEAVE SLOTS

- 4.1 It is in the best interest of the fire service to allow for flexibility in scheduling by the Employer. This is necessary in order to provide trained personnel for fire/medical responses and to provide fire service coverage.
- 4.2 The Fire Chief will follow the work schedule provisions set forth below. If the Fire Chief determines a work shift and/or workweek change needs to be made, the Employer shall provide at least fourteen (14) days of personal notice of the change, except in the event of an emergency.
- 4.3 The work shift of 24-hour shift emergency personnel, as assigned by the Fire Chief, shall begin at 7:00 a.m. and shall consist of twenty-four (24) consecutive hours at the fire station followed by forty-eight (48) consecutive hours off duty. Each employee shall work an average of 48 hours per workweek.
- 4.4 The work schedule of 40-hour daytime personnel shall be Monday through Friday. Eight (8) consecutive hours, excluding the lunch period, shall constitute a day's work. The workday shall normally begin at 7:30 a.m.; the normal workweek shall consist of forty (40) hours in a seven (7) day work period. The employer and the employee may elect to mutually agree on an alternative work schedule.
- 4.5 For the employees working the twenty-four (24) hour shift schedule every seventh (7th) shift shall not be worked and will be considered a Kelly day.
- 4.6 Off duty employees are expected to respond to alarms when called, if they are able. Members off duty due to disciplinary leave, illness or injury shall not respond to call back alarms unless approved by duty Battalion Chief or Fire Chief.
- 4.7 Employees who attend mandatory drills while off-duty shall be compensated at the rate of time and one-half (1 ½) their regular pay rate. Employees shall be notified at least fourteen (14) days in advance of a mandatory drill. For timekeeping purposes, training time is calculated in quarter-hour increments.
- 4.8 Volunteers shall continue to be utilized according to past practice or as agreed by the parties.
- 4.9 Each member of the bargaining unit may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Employer as determined by, and subject to, the approval of the Fire Chief or designee. Trades will not create overtime obligations, interrupt instructor obligations or unreasonably interfere with daily operations. Trade requests will not be capriciously or arbitrarily withheld. If a trade request is denied, the Employer will state in writing the reason for the denial. Trade requests will be addressed within seventy-two (72) hours of submittal of the written request. In the absence of the Fire Chief, the designee may respond to the trade submittal.

An individual may voluntarily 'self trade' onto another shift without another individual being assigned to work in their place. These types of trades shall only be approved when the trade equalized personnel from shift to shift or eliminates the need for additional personnel on overtime to meet minimum staffing requirements. Self trades are subject to the approval by the Fire Chief or designee.

- 4.10 Overtime - Twenty-four (24) hour Shift Personnel. All hours worked as authorized by the Fire Chief in excess of forty-eight (48) hours in a work week, as established by the Employer, shall be compensated at one and one-half (1.5) times their regular rate of pay.
- 4.11 Overtime - Forty (40) Hour Daytime Personnel. All hours worked as authorized by the Fire Chief in excess of eight (8) hours per day (10 hours per day in on a four (4) day, ten (10) hour work schedule), or forty (40) hours per week shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay.
- 4.12 Forty (40) hour daytime employees on emergency callback (two (2) hour minimum) shall be calculated at a forty (40) hour overtime rate based on two thousand eighty (2080) hours per year.
- 4.13 Qualified forty (40) hour daytime employees may continue to be considered for twenty four (24) hour shift overtime created by shift employee absences or vacancies, provided said employees are current with all applicable training competencies. Such shift overtime shall be scheduled in advance and not overlap or interfere in any way with the employee's regularly scheduled forty (40) hour workweek. Scheduled shift fill-in overtime shall be calculated and compensated at the forty (40) hour employees shift overtime equivalent based on two thousand four hundred ninety six (2496) hours per year.
- 4.14 Paramedic personnel shall receive time and one-half (1½) pay for all off duty required classes for their paramedic certification in Clark County. The Administrative Office shall establish the list of required classes and their availability.
- It is the responsibility of each employee to maintain proper paramedic credentials. These classes include, but are not limited to, ACLS, PHTLS, and either PEPPS or PALS.
- 4.15 An employee may elect to accrue compensatory time in lieu of overtime at the same rate up to a maximum of one hundred forty-four (144) hours. Compensatory time off shall be scheduled in the same manner as vacation time. If requested use of compensatory time off will result in the employer incurring an overtime compensation expense to cover more than one (1) employee's absence, the request may be denied.
- 4.16 Forty (40) hour daytime employees may elect to accrue compensatory time in lieu of overtime at the same rate up to a maximum of one hundred twenty (120) hours.
- 4.17 Employees called back for station coverage related to the depletion of staffing due to department operational needs shall be compensated a minimum of two (2) hours plus time worked calculated in fifteen (15) minute increments at the overtime rate of pay.

All other overtime distinct from continuing beyond the completion of their normal shift time (meetings, scheduled shift coverage, scheduled code 1 transfers, etc.) shall be compensated at a minimum of two (2) hours at the overtime rate of pay.

- 4.18 The Battalion Chief assigned to the administrative position shall work a flexible work schedule. Work time shall average 48 hours per week over any given FLSA period. This position requires that the Battalion Chief understand that the work schedule may vary due to staffing levels, work projects, injuries and department needs as determined by the Fire Chief.

The position of Administrative Battalion Chief is normally a two year assignment. The Fire Chief retains the right to modify the assignment duration due to department needs. Although the work schedule for this position is unique and flexible, all efforts will be made to accommodate the needs of the employee.

- 4.19 The assignment of Training Captain shall be appointed by the Fire Chief and filled from the current pool of Captains with consideration given for desire, ability and time in grade. Additional consideration will be given to the experience and expertise of the employees. Two (2) months notice shall be given prior to transition to the assignment. The assignment of Training Captain shall normally be a one (1) year appointment but may be extended or shortened with mutual agreement. The work week for the position shall be a forty (40) hour week consisting of four (4) ten (10) hour days or five (5) eight (8) hour days, but shall also be flexible with consideration for any evening and weekend drills and classes. The Training Captain shall not regularly work shift but shall be eligible for overtime coverage. The Training Captain shall facilitate daily EMS and fire training for all shifts, keep and maintain training records for the organization and function as an administrative liaison to the EMS Division Chief. The Training Captain may also act as an incident safety officer or in a support capacity to the IC on fire scenes. The employee in this position shall receive benefits and accruals for forty (40) hour personnel as outlined in the bargaining agreement.

LEAVE SLOTS

Leave shall be selected by the members across the two departments (Camas and Washougal) through one process.

The process shall be seniority based, during initial rounds selection, and allow members of either department to take leave interchangeably providing all staffing parameters are met and consideration is given to any existing leave selection language.

Minimum staffing and leave selection for the combined department shall be as follows:

11 Line Personnel

- A minimum of three (3) are Captain or Acting Captain qualified
- A minimum of four (4) hold a paramedic certification
- One (1) Battalion Chief or Acting Battalion Chief

Up to three (3) line personnel can be off shift through any combination of vacation or holiday leave. For the purpose of this language, Battalion Chiefs are to be considered line personnel. Additionally, one (1) individual shall be off using accrued compensatory time (as is stated in Article 4.15).

ARTICLE 5 - HOLIDAY COMPENSATION

- 5.1 All probationary shift employees will be granted an additional one-hundred four (104) hours of annual holiday time at the rate of 8.67 hours per month. Members may exercise the option to receive straight time pay in lieu of time off. The monthly accrual rate will continue until the conclusion of the probationary period at which point the employee shall receive the balance of the annual accrual of one-hundred four (104) hours.
- 5.2 Twenty-four (24) hour shift employees will be granted an additional one hundred four (104) hours of holiday time off at the beginning of each year in lieu of holidays. The individual employee may exercise the option to receive straight time pay for this specified holiday time in lieu of the time off.
- 5.3 Employees may cash out any amount of banked holiday time at the straight time rate anytime during the calendar year. Requests made before payroll cut-off will be granted with that employees regular pay check during the month requested.
- 5.4 The employee has the option of splitting the monthly holiday accrual between cash or time at their request.
- 5.5 Any accrued holiday time not used by the end of the December pay period of each year, shall be added to the employee's vacation bank.
- 5.6 Forty (40) hour daytime employees shall observe thirteen (13) holidays, the normal ten (10) that City Hall will observe by being closed plus three (3) floating holidays.
- 5.7 When an employee gives notice of separation from employment for any reason, the amount of holiday pay shall be prorated (8.67 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.

ARTICLE 6 - VACATIONS

- 6.1 Employees shall choose vacation by seniority and will take them between January 1 and December 31 for vacation earned the previous year (including that earned in accordance with Article 5 above). Subject to other conditions and terms of this Article, an employee may schedule their vacation any time after January 1 of each calendar year upon approval of the Fire Chief or designee.
- 6.2 An employee taking his vacation shall not be entitled to any extra compensation for having worked during the period for which he was entitled to vacation unless requested by the Fire Chief or designee and approved by the Employer to do so.
- 6.3 A maximum total of two (2) years vacation time may be carried over to the following year and the carryover has been approved by the Battalion Chief and the employee's supervisor.
- 6.4 Employees may cashout up to 200 hours annually of accumulated vacation time at the straight time rate. No more than 100 hours may be cashed out each January-June and each July-December of each year. If an employee does not cashout leave during the first six month period, he/she will be limited to the remaining 100 hours in that calendar year only.
- 6.5 Employees shall receive all accrued vacation at the time of termination or separation of service including vacation earned on pro-rata basis during the year of termination.
- 6.6 Employees will be entitled to and shall receive annual vacation benefits with pay as follows:

Length of Service **24 hr. shift personnel** **40 hr. personnel**
 Hrs/Mon Hrs/Yr Hrs/Mon Hrs/Yr

0 – 6 mos.			3.33	20/6 mos.
0-1 yr.	6	72		
7 mos.- 4 yrs.			8	96
2-4 yrs.	11	132		
5-7 yrs.	14	168		
5 – 9 yrs.			12	144
8-10 yrs.	16	192		
10 - 14 yrs.			14	168
11-14 yrs.	18	216		
15-19 yrs.	20	240	16	192
20 or more yrs.	28	336	20	240

ARTICLE 7 - SICK LEAVE

- 7.1 The Employer agrees to maintain sick leave earned at eighteen (18) hours per month and sick leave accrual to a maximum of one thousand two hundred forty-eight (1248) hours for twenty-four (24) hour shift personnel.
- 7.2 Sick leave will accrue at eight (8) hours per month with a maximum of one thousand forty (1040) hours for personnel working the forty (40) hour daytime schedule.
- 7.3 Employees noted in Section 7.1 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 dependent child 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.
- 7.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 7.5 Time off for sick leave and medical purposes shall be charged against available sick leave for actual time used only.
- 7.6 Sickness or disability shall be reported to the Fire Chief or designee prior to time for commencement of the employee's work day, or as soon thereafter as practicable. The employee may be required to provide proof of illness.
- 7.7 Any platoon duty employee who has reached their maximum accrual of one thousand two hundred forty-eight (1248) sick leave hours shall be eligible to cash out at straight time, thirty-three percent (33%) of all hours accrued over the maximum allowed. This benefit will be paid to eligible employees annually in October. Any forty (40) hour daytime schedule employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours shall be eligible to cash out at straight time thirty-three percent (33%) of all hours accrued over the maximum allowed. This benefit will be paid to eligible employees annually in October. If an employee has less than one thousand two-hundred forty-eight (1248) or 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 an addition of twelve (12) hours of leave added to their vacation bank, or may opt for a three hundred fifty dollar (\$350) cash bonus. This option may be utilized once every twelve (12) month period. Employees must notify payroll of their desire to utilize this benefit by the payroll cutoff period to receive it in that month's paycheck.
- 7.8 The Union and the Employer agree to abide by the provisions of the Federal Family Medical Leave Act, Washington Family Leave Act and Washington Family Care Rules as outlined in Article 10.

- 7.9 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out twenty-five percent (25%) of their sick leave balance at their current straight time rate.
- 7.10 Upon retirement of an employee, the Employer shall make contributions into the WSCFF Employee Benefit Trust in an amount equal to one hundred percent (100%) of the employee's sick leave cash out. The trust fund is established in accordance with applicable federal and state laws, and the City shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses.

ARTICLE 8 - BEREAVEMENT LEAVE

- 8.1 A maximum of twenty-four (24) working hours bereavement leave shall be allowed when there is a death in an employee's immediate family such as spouse, domestic partner, child, parents, siblings, grandparent, grandchild or other member of the immediate household. This also includes "step" and "in-law" relationships as well as aunts, uncles, nieces and nephews of the first generation. Human Resources will administer Article 8 for consistency in unique circumstances as they arise.
- 8.2 Additional leave may be requested in twelve (12) hour increments to a maximum of forty-eight (48) hours total for each incident. Approval for additional leave can be given by the employee's immediate supervisor or in cases where short notice is given by the on duty officer. The additional hours of leave will be taken from the employee's banked sick leave first, then banked vacation holiday or comp time must be used. Leave without pay may only be used if all other leave has been depleted.
- Eight (8) hour employees shall follow the leave policy in the City of Camas Employee handbook.
- 8.3 Employees may be excused by the Employer to attend the funeral of deceased fellow employees with pay.

ARTICLE 9 - JURY DUTY

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.

ARTICLE 10 - OTHER LEAVES

- 10.1 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 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 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 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.

- 10.2 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.
- 10.3 Upon request the union president or their designated representative may be granted up to twenty-four (24) hours time off with pay per year to conduct bona fide union business. All requested time over twenty-four (24) hours in a calendar year may be approved at no cost to the city.
- 10.4 Members of the Union negotiation committee shall be allowed to attend negotiation sessions while on-duty when staffing allows and there is no increased cost to the City.

10.5 The "City of Camas Shared Leave Policy" adopted 04/13/01 and mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement.

10.6 The City and the Union agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.

10.7 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, holiday or 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, holiday, compensatory time and vacation accruals.

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.

10.8 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 for leave is in addition to leave provided for pregnancy or childbirth. Article 8 sick leave guidelines apply to this leave.

10.9 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.

10.10 Employees who attend voluntary meetings as authorized by the Fire Chief or designee, shall be eligible for 'flex hours' (hour for hour). Flex hours shall be taken similar to vacation or other forms of elective leave, but shall not cause a vacancy within the department staffing that requires the use of overtime compensation. This leave shall be used during the year in which it is accumulated and may not be cashed out.

ARTICLE 11 - SENIORITY

- 11.1 Seniority is the length of continuous employment of an employee with the Employer in any one department. Where abilities are equal, seniority shall be observed with respect to promotions, transfers, and layoffs.
- 11.2 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 12 - CIVIL SERVICE RULES AND REGULATIONS

Employees shall comply with the City of Camas Civil Service Rules and Regulations regarding examinations, certifying for appointments and promotions, making suspensions and removals, and otherwise carrying out said acts unless otherwise outlined in this contract.

**ARTICLE 13 - HEALTH & WELFARE - DENTAL - VISION -
PRESCRIPTION DRUG - PENSION - LIFE INSURANCE**

13.1 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 employee's annual salary excluding overtime, to the nearest thousandth, not exceeding Fifty Thousand Dollars (\$50,000.00).

13.2 **Regence Medical HealthFirst Plan** - For each year of this Agreement, the City will pay premiums for medical coverage offered by the City as follows:

Employee only coverage: 100%

Dependent(s) coverage: 90% (Employees shall pay, through pre-tax payroll deduction, 10% of total premium cost.)

Kaiser Medical Plan - For each year of this Agreement, the City will pay premiums for medical coverage offered by the City as follows:

Employee only coverage: 100%

Dependent(s) coverage: 90% (Employees shall pay, through pre-tax payroll deduction, 10% of total premium cost.)

The Employer shall inform the Union of new premium rates as soon as possible.

Both parties agree to make a good faith effort to find an alternative health care plan which is acceptable to both the Employer and the Union.

13.3 For the term of this Agreement only, the Employer agrees to pay the premiums for dental (AWC WDS Plan F), vision and life insurance plans offered by the Employer and the Employer will continue prescription drugs coverage subject to the provisions of this Article for the term of this Agreement.

13.4 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, benefits structure and/or the continued availability of such plans, then and in that event, the Employer will notify the Union and employees of such changes. The parties will negotiate these 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 levels.

13.5 The Employer shall make pension contributions required to the LEOFF II state pension act.

13.6 Employees and their immediate families (spouse and dependent children) shall be assured pool passes for the municipal swimming pool.

13.7 The Employer shall provide post-retirement medical insurance for the employee from retirement to age sixty-five (65), subject to the provisions above. Spousal coverage

may be purchased from the Employer at the medical plan rates in accordance with plan requirements. Employees hired after January 1, 2006 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.

- 13.8 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in the benefit structure, then and in that event, the Employer will notify the Union and employees of said changes. The parties will negotiate these 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 levels.
- 13.9 The Union and/or 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 coverages.
- 13.10 Members of the bargaining group may participate in the City's Dual Insurance Incentive Program.

ARTICLE 14 - UNIFORM ALLOWANCE

- 14.1 Uniforms or an allowance for items unique and required for the proper and safe delivery of public services will be provided.
- 14.2 The Employer has implemented a quarter-master system under which the Employer shall clean, maintain and replace uniforms as determined by the Fire Chief or designee.

ARTICLE 15 - DISCIPLINARY PROCEDURES

- 15.1 Employees may be disciplined or discharged for just cause, inclusive of those set forth in Civil Service rules and regulations. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- 15.2 Disciplinary action or measures shall include only the following: (1) verbal counseling, (2) written reprimand, (3) additional discipline may include denial of privileges such as trades or removal from platoon duty to 8 hour work days for a period of time, (4) suspension without pay, and (5) discharge.
- 15.3 Prior to the imposition of written reprimands, denial of privileges such as trades or removal from platoon duty to 8 hour work days for a period of time, suspension without pay or discharge, the employee shall be informed of the alleged violation and be provided a copy of relevant documents the Employer has regarding the alleged violation. In the case of potential suspension without pay or discharge the Employer shall hold a pre-disciplinary hearing no sooner than ten (10) working days (Monday through Friday irrespective of shifts-days that City Hall is open for business) from the time the employee was notified of the alleged violation. At this hearing the employee will be given an opportunity to present his side of the issue. In case of written reprimands the employee will be given an opportunity to explain their side before the reprimand is finalized.
- 15.4 If the employee wants representation, said employee is entitled to have union or legal representation, at no cost to the Employer, present at meetings held with the Employer to discuss disciplinary action against him.
- 15.5 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 or without 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. If an employee is found innocent of the alleged violation, he shall receive all back pay for the suspension period.
- 15.6 Newly hired employees shall serve a twelve (12) month probationary period. Probationary employees may be terminated/discharged without cause and without recourse; provided however, when a probationary employee is terminated / discharged, the employee may request an exit interview.
- 15.7 The employee and the employee's Union 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, with a copy to the Union. 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.

- 15.8 The written reprimands will be removed, at the employee's request, from an employee's personnel file after one year from the date said action was finalized, provided that no further written reprimands have been issued within the one year time period. If another written reprimand has been issued within this time period, then both written reprimands shall remain in the personnel file for an additional one year from the date of the latest written reprimand.
- 15.9 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.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Both parties understand that open and honest communication is essential to successful dispute resolution. The Union and the City agree to communicate in good faith and make all reasonable attempts to avoid escalation of any disputes that may arise. A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.

16.2 If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigatory hearing must be filed with the Commission within ten (10) working 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.

16.3 Grievances, except for disciplinary action to be reviewed by the Civil Service Commission [must be filed with the Commission within ten (10) working days from the date of the discipline], must be initiated under the grievance procedure within thirty (30) calendar days of the alleged violation or when the employee should have reasonably known about the alleged violation. Failure to timely file a grievance results in said alleged grievance being forever forfeited.

16.4 Grievances shall be resolved in the following manner:

Step 1: The Union and/or employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the recommended resolution to the Chief who shall review the grievance and render a written decision within ten (10) working days.

Grievances must be in written form and contain the following:

- A full description of the grievance and how the grievant(s) was/were affected
- Identify the section(s) of the CBA allegedly violated and state the specific nature of the violation
- Indicate the date(s) of the grieved incident(s)
- Specify the remedy and/or solution to the grievance sought by the grievant
- Identify the grievant(s) and be signed by the grievant(s)

Step 2: If the grievance is not resolved at Step 1, the Union and/or grievant shall submit the grievance to the City Administrator within ten (10) working days of receipt

of the Chief's decision. The City Administrator shall have discretion to determine what testimony or additional evidence, if any, beyond the written grievance and the Chief's decision is necessary to resolve the grievance, and to schedule presentation of such testimony or additional evidence. The City Administrator shall submit his written decision within ten (10) working days from the hearing.

Step 3: The Union may appeal an adverse decision of the City Administrator to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's decision. Within ten (10) working days of the Union's request to arbitrate, a representative of the Union and of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they may request an arbitrator from the Public Employment Relations Commission or a list of seven (7) arbitrators from the American Arbitration Association. Upon receipt of the list, the two representatives shall meet within fifteen (15) calendar days to alternately strike names until one name remains. This person shall serve as the sole arbitrator. The arbitrator shall render a decision within thirty (30) calendar days of the hearing, which decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this agreement. The arbitrator shall not have the authority to award punitive damages.

- 16.5 Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.
- 16.6 Each party shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

ARTICLE 17 - 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 18 - STRIKES AND LOCKOUTS

The Employer and the Union 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 Union nor the Employer shall cause, engage in, or sanction any work stoppage, strike, slow-down, or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The Employer shall not constitute any lockout of its employees during the term of this Agreement.

ARTICLE 19 - UNION REPRESENTATIVES

An authorized representative of the Union 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 Union shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 20 - BULLETIN BOARDS

The Employer shall provide a bulletin board for the Union's use in an area conveniently accessible to bargaining unit employees. The Union may maintain the board for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

ARTICLE 21 - NON-DISCRIMINATION

- 21.1 The Employer agrees that they will not discriminate against any employee because of his Union activity.
- 21.2 Neither the Union nor the Employer, in carrying out their obligation under this agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender or age.
- 21.3 All references to employees in this contract designate both genders, and wherever the male gender is used, shall be construed to include male and female employees.

ARTICLE 22 - WAGES, CLASSIFICATIONS AND PAY PLAN

- 22.1 The applicable pay plan is attached hereto and incorporated herein by references as Exhibit A and Exhibit B to this contract.
- 22.2 New employees will be paid at the first step of their pay range as determined by the Employer. An employee may be granted a step increase subject to satisfactory completion of probation as determined by the department head and after having served twelve (12) months at Step 1. Thereafter, an employee will be considered for a further step increase after twelve (12) months in each step and subject to satisfactory performance evaluations by the Fire Chief or designee. 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 Fire Chief or designee.
- 22.3 Effective January 1, 2013, all employees in the bargaining unit will forego a wage increase.
- 22.4 Employees will perform the job duties and responsibilities of their current classification.
- 22.5 Upon promotion, employees shall receive an increase in pay to a minimum of one full step above any subordinate employee within the department. After completion of a twelve (12) month probation period, the employee shall be eligible to receive an additional step increase subject to satisfactory performance evaluations by the Fire Chief or designee. The completion date of the probation period shall be the new anniversary date of the promoted employee. Thereafter, the employee will be considered for further step increases subject to a satisfactory performance review by the Fire Chief or designee.
- If a probationary employee is sick or injured for a period of six (6) consecutive weeks or more, that length of time shall be added to their probationary time and any potential step increases shall be similarly extended.
- 22.6 If an employee in the Deputy Fire Marshal position, with the Chief's concurrence, voluntarily chooses to maintain emergency medical certification above the level of first responder, the employer will pay for continuous education in accordance with this contract. Such employee will not be entitled to premium pay for emergency medical certification above the level of first responder.
- 22.7 Twenty-four (24) hour shift employees who work out of classification in a higher rank for six (6) or more hours in one shift, shall receive a premium equal to 6% of the top step Firefighter hourly wage for each hour worked out of classification.
- 22.8 When a forty (40) hour employee is assigned and directed by the Employer to perform the work of a higher classification for more than five (5) consecutive work days, the

employee shall be eligible for payment within the higher classification at the first pay step that is above their current rate of pay beginning on the sixth (6th) day and continuing until such time as the temporary assignment is ended by the employer.

- 22.9 It is the Employee's responsibility to maintain their paramedic skills and training necessary to maintain their paramedic certification. The Employer will assist the employee, with approval of the department head, in scheduling all necessary classes and training. The employee may elect to attend one (1) medically oriented conference each year subject to department head approval. The employer will pay for the cost of the conference, transportation, meals, lodging and cost of re-certification tests.
- 22.10 Any qualified Firefighter/Paramedic who works as a Field Training Officer (FTO) will be eligible for a premium equal to 5% of the employee's base hourly wage for each hour performing FTO duties.
- 22.11 Promotional Process for Fire Captain
Eligible candidates shall have four (4) years of line service with the Camas Fire Department at a lower grade.

ARTICLE 23 - HEALTH AND SANITATION

The Washington State rules and regulations covering health and sanitation shall prevail.

ARTICLE 24 - SEVERABILITY

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 throughout negotiations to comply with the existing regulations or laws.

ARTICLE 25 - MILEAGE ALLOWANCE

All employees required by the Fire Chief or designee 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 26 - 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 including reasonable attorney's fees and reasonable costs connected with lawsuits provided, however, such coverage will not protect the employee from their intentional and/or malicious tortuous acts or assaults.

ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS

The Union 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 working conditions shall be reviewed with the Union prior to implementation.

ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATIONS

- 28.1 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 Union beforehand.
- 28.2 The classifications of Firefighter and Firefighter/Paramedic shall be considered lateral positions. It is the intent of the Employer to permit Firefighters and Firefighter/Paramedics, who possess the necessary qualifications, to make lateral transfers to vacant Firefighter and/or Firefighter/Paramedic positions prior to requesting the appointing authority to make requisition upon the Civil Service Commission to fill such vacancy. Such transfers shall not result in a change to the employee's anniversary date. The Employer retains the right to determine the number of employees in each classification in order to accomplish the City's service delivery mission.
- 28.3 Firefighters requesting transfer into the Firefighter/Paramedic position shall be, at a minimum, in FTEP Phase 4. A raise in compensation equivalent to the differential between Firefighter and Firefighter/Paramedic at equivalent steps shall be granted at the time of transfer. Such transfer shall not be considered "permanent" until "lead medic" status is attained. If "lead medic" status is not attained within fifteen (15) shifts of the initial transfer, unless extended by mutual agreement of the Chief, Paramedic Captain and FTO, the employee shall revert to their previous position and pay status.
- 28.4 Firefighter/Paramedics requesting to transfer into a Firefighter status shall receive a reduction in compensation equivalent to the differential between Firefighter/Paramedic and Firefighter at equivalent steps at the time of transfer. Firefighter/Paramedics may only change status to Firefighter if there is a current approved Firefighter vacancy.

ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE

It is agreed that the intention of the parties of this agreement is that this agreement and all working agreements shall be consistent with the Personnel Ordinance, and that where it is found that the provisions of such an agreement are in conflict with the Personnel Ordinance, that the language of the agreement would become the basis for recommending an amendment of the Ordinance.

ARTICLE 30 - MANAGEMENT RIGHTS

Except as limited by the terms of this Agreement and applicable law, the Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and lawful power and legal authority. The City shall have the right to:

- (A) Institute from time-to-time, work rules applicable to bargaining unit employees.
- (B) Determine work schedules, overtime, and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.
- (C) Hire, promote, demote, transfer, assign and / or retain employees in positions within the City.
- (D) Discipline employees for just cause.
- (E) Lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.
- (F) 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.
- (G) The right to take whatever actions the Employer deems necessary to carry out services in an "emergency". Examples of "emergencies" are civil disorders, natural disasters, man-made disasters, quarantine to a large number of people, etc.

ARTICLE 31 – USE OF TOBACCO PRODUCTS

Employees are prohibited from smoking any tobacco products while on-duty. Employees who use smokeless tobacco products shall be allowed to do so, so long as the use does not interfere with daily operations or response. Smokeless tobacco use is a privilege and shall be limited to the fire station and non-public areas. No tobacco products shall be used within apparatus or while on calls. Individuals using smokeless tobacco products will be responsible for maintaining inconspicuous use.

ARTICLE 32 - DRUG AND ALCOHOL POLICY AND PROCEDURES

The Drug and Alcohol Policy and procedures mutually agreed on by the parties are 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 33 – PHYSICAL FITNESS

The union and city agree to adopt the principles of the IAFF/IAFC Fitness Initiative to develop policy as it relates to physical fitness and wellness.

Members of the bargaining unit shall be provided at least one hour each shift, during productive weekday work hours, (excluding holidays) where they will perform physical activity (P.T.). Said activity shall be considered mandatory but is secondary to daily duties, special events and emergency responses which may prohibit a workout. Strenuous departmental training shall be in lieu of regular P.T.

The parties agree that improvements shall be made to the current City provided workout facilities. In the spirit of this agreement, a committee shall form for the improvement of the workout equipment and facilities at the fire stations. That committee shall propose budget considerations for purchase of equipment and workout facility improvement. Employee members shall be appointed by the president of the bargaining unit.

The employer agrees to provide 'on duty' workout facilities at no cost to the employee. The off duty facilities provision shall be suspended for the duration of this agreement.

The physical fitness and wellness of each employee is of paramount concern for both the City and the Union. The above modification resulted from an effort to identify places within the contract to help offset impacts of current financial situations. If the projected financial situation of the City does not materialize, the City and the Union agree to explore opportunities to reestablish and secure workout facilities for off duty use at a reduced rate to the employee similar to the provision this language replaces.

The Union and the City agree to meet in good faith during the term of this contract to set up a program through which employees will receive qualified medical physicals to ensure they are fit for duty.

ARTICLE 34 - USE OF FIRE STATION

The Employer agrees to allow the use of fire stations for the regularly scheduled monthly meeting of the Union provided such meetings do not disrupt normal department operations. Other uses of fire stations may be permitted with prior approval of the Fire Chief or designee.

ARTICLE 35 - WSCFF RETIREE MEDICAL TRUST

The City shall make a deduction from the employee's paycheck and such contribution shall be made on a pre-taxed basis from the base salary of each LEOFF II employee. The contributions shall be payable to the Washington State Council of Firefighters Employee Benefit Trust. The contribution rate shall be deducted from the employee's paycheck on a pre-taxed rate of \$75.00 per month, or as amended by the Board of Trustees. These contributions shall be included as salary for purposes of calculating retirement benefits.

ARTICLE 36 - ALTERNATIVE DUTY

L & I (On-the-job) Injury or Illness

If an employee is off work due to an on-the-job injury or illness, the employer will offer alternative duty if it's available and if it has been approved by the employee's physician.

Employees will be expected to fulfill the amount of hours per week cleared by the physician.

Any additional time off will be subject to the rules that govern elective time off. With the employee's physician and Fire Chief or designee's approval the employee may be allowed to work their normal twenty-four (24) hour shifts. The employee may also work any combination of days or hours as long as they have prior approval and there shall be no reduction in benefit accruals.

If an employee returns to twenty-four (24) hour shift work they will work their assigned shifts.

Any additional time off will be subject to the rules that govern elective time off. During shift, the employee will be under the direct supervision of the respective Captain and Battalion Chief.

They will participate in shift activities and facilitate operations not barred by the terms of their medical release.

Off-Duty Injury or Illness

If an employee is off work due to illness or injury that occurs off duty, the employer will offer alternative duty if it's available and if approved by the employee's physician. The offer of alternative duty will be made by the Fire Chief or designee within thirty (30) days after the employee informs the employer that he/she is unable to do regular duty work. If available, this duty will be offered during the rehabilitation and treatment period for the employee and shall not exceed twelve (12) consecutive months. Notes from the employee's physician will be provided after follow-up appointments or at regular, reasonable intervals while employee is in treatment. Under certain, unique circumstances, alternative duty may be extended beyond the initial twelve (12) months with concurrence of the Fire Chief and Union.

The platoon duty employee will not normally be offered twenty-four (24) hour shift work. The employee will work a forty (40) hour work week with the 40 hour employee accruals. The employee can work any combination of days or hours as long as the forty (40) hours per week are worked and the schedule is approved by the Fire Chief or designee. The employee can only work hours approved by their physician.

Examples of alternative duty may include fire prevention, training, administration and public education in addition to basic office duties. Nothing in this article is intended to circumvent rights afforded employees by state or federal laws.

ARTICLE - 37 - LABOR MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee, consisting of up to three (3) union representatives and up to three (3) Employer representatives. The Committee shall meet at the request of either party, and by mutual consent. The committee's purpose is to discuss matters of mutual concern. It may forward recommendations to Management. It is understood that the committee's role is advisory only. For attendance of meetings, which are mutually agreed to, union representatives shall be in a paid status. The parties shall make good faith efforts to minimize the overtime impacts of the meeting.

ARTICLE 38 - TERMINATION AND RENEWAL

Unless otherwise indicated or except for contract language changes effective from the date of signature forward, this agreement shall be in full force and effect from January 1, 2013, until December 31, 2013.

CITY OF CAMAS, WASHINGTON

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL NO. 2444**

By: _____
Scott Higgins, Mayor

By: _____
Kevin Bergstrom, President

Date: _____

Date: _____

By: _____
Nina Regor, City Administrator

By: _____
Michael Coyle, Vice President

Date: _____

Date: _____

EXHIBIT A

January 1, 2013

<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Battalion Chief	7025	7280	7543	7814	8097	8391
Paramedic Captain	6524	6760	7003	7256	7518	7791
Fire Captain	6021	6240	6465	6698	6940	7191
Deputy Fire Marshal	6021	6240	6465	6698	6940	7191
Firefighter/Paramedic	5520	5720	5927	6140	6362	6592
Firefighter	5018	5199	5387	5581	5783	5993

* CPI-U shall mean the Portland-Salem CPI-U for the preceding July-July period Progression through the pay plan is subject to the provisions of Article 22.

Hourly Rate Formula: $\frac{12 \times \text{Monthly Salary}}{2496 \text{ Hours}}$

EXHIBIT B

In addition to annual cost of living increases, the wage scale for members of the bargaining unit will maintain the following salary differentials:

Firefighter	100%
Firefighter/Paramedic	110%
Fire Captain and Deputy Fire Marshal	120%
Paramedic Captain	130%
Battalion Chief	140%