

CITY COUNCIL MEETING AGENDA Monday, July 21, 2014, at 7 p.m. Camas City Hall, 616 NE 4th Avenue

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the July 7, 2014, Camas City Council Meeting and the Work Session minutes of July 7, 2014.
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize the write-off of the June 2014 Emergency Medical Services (EMS) billings in the amount of \$64,897.23. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (submitted by Cathy Huber Nickerson)
- D. Authorize the Mayor to sign an amendment to the On-call Consultant Contract with Gray & Osborne, Inc. This amendment provides for on-call water and sewer professional services including a North Urban Growth Area (NUGA) sewer evaluation, an odor control evaluation and general staff support in an amount not to exceed \$34,800. (submitted by Eric Levison)
- E. Authorize the Mayor to sign an amendment to the National Pollutant Discharge Elimination System (NPDES) Contract with Gray & Osborne, Inc. This amendment provides for additional technical support for the upcoming sewer NPDES in an amount not to exceed \$8,500. This item was presented at the July 7th workshop. (submitted by Eric Levison)
- F. Authorize the surplus of utility trailers. As a continuing process of improving the Equipment Rental Fund, staff is requesting that the items be declared as surplus from the equipment rental fund effective January 1, 2014. The fixed assets will be sold or transferred directly to the appropriate department. The following is the list of utility

trailers that staff is requesting to be declared as surplus: #41, #44, #130, #152, #162, #176, #179, #204, #205, #226, #233, #273, #278, #279, #280, #291, #304, #308, #338, #364, and #369. (submitted by Eric Levison)

- G. Authorize the Mayor to sign a consultant agreement with Abacus for the Wastewater Treatment Plant (WWTP) energy efficiency project. The Consultant Agreement with Abacus Engineering is to provide an energy grade audit for energy improvements at the WWTP to include the UV and blower systems. Staff is working with Clark Public Utilities and the Energy Trust on funding for this audit. The contract amount is not to exceed \$10,000. (submitted by Eric Levison)
- H. Approve Pay Estimate No. 1 for Project S-565 NW 38th Avenue Roadway Improvements, Phase 2, to Nutter Corporation in the amount of \$44,508.24. The pay estimate is for work completed from June 24, 2014 through June 30, 2014. (submitted by Anita Ashton)

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. 1301 Adopting Amendments to the Downtown Design Manual
 - Details: The resolution contains amendments to the Camas Downtown Design Manual related to hanging baskets and outside seating/dining associated with a business. This item was discussed at the July 7, 2014, City Council Workshop.
 Department/Presenter: Phil Bourquin, Community Development Director
 Recommended Action: Motion to adopt Resolution No. 1301 amending the Camas
 Downtown Design Manual

IX. PUBLIC WORKS

- A. Ordinance No. 2709 Extending a Franchise Agreement with Georgia Pacific for a Sewer and Utility Tunnel on NE 6th Avenue
 - 1. Details: This ordinance extends for an additional 25 years a nonexclusive franchise agreement, set to expire in 2016 (Ordinance 1833), for an 18" process sewer line and utility tunnel running under a portion of NE 6th Avenue. This agreement has been reviewed by the City Attorney.

Department/Presenter: Eric Levison, Public Works Director Recommended Action: Adopt Ordinance No. 2709

X. FINANCE

- A. Ordinance No. 2710 Limited Tax Obligation Bonds not to Exceed \$10,500,000
 - 1. Details: On July 7, 2014, City Council was provided an overview of the bond ordinance with the City's Bond Counsel, Nancy Neraas. This ordinance provides the City the ability to issue, sell and to deliver limited general obligation bonds not to exceed \$10,500,000. These bonds would be authorized to acquire a pool and sports facility for a community center, make road and transportation improvements, acquire buildings and other capital improvements to City facilities and to pay the costs for the issuance and sale of the bonds. The ordinance fixes or sets parameters with respect to terms and covenants of the bonds, and delegates a representative to approve the final terms of the sale of the bonds. The ordinance also provides the City the ability to issue one series, or more than one series of bonds.

Department/Presenter: Cathy Huber Nickerson, Finance Director Recommended Action: Motion to adopt Ordinance No. 2710, providing for the issuance, sale and delivery of not to exceed \$10,500,000 aggregate principal amount of limited tax general obligation bonds.

XI. ADMINISTRATIVE SERVICES

- A. International Association of Fire Fighters (IAFF) Local No. 2444 Bargaining Agreement
 - Details: The bargaining agreement is for the three year period beginning January 1, 2014, and ending December 31, 2016. This has been previously discussed and guided by City Council and has been the subject of closed sessions on labor negotiations. The agreement is with IAFF which represents employees in the Camas-Washougal Fire Department who are employed by the City of Camas. IAFF has ratified the agreement.

Department/Presenter: Jennifer Gorsuch, Administrative Services Director Recommended Action: Recommend Council ratification and authorization for the Mayor and City Administrator to sign the agreement.

XII. PUBLIC COMMENTS

XIII. ADJOURNMENT

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT Monday, July 07, 2014 at 4:30 p.m. Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

II. ROLL CALL

- Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk
- Staff: Kristin Berquist, Phil Bourquin, Peter Capell, James Carothers, Cathy Huber Nickerson, Eric Levison, Shawn MacPherson, and Steve Wall
- Press: Heather Acheson, Camas Washougal Post Record

III. PUBLIC COMMENTS

There was no one from the public who wished to speak.

IV. PUBLIC WORKS DEPARTMENT

A. Ordinance Granting a Franchise Agreement Extension with Georgia Pacific for a Sewer and Utility Tunnel on NE 6th Avenue

Details: This agreement extends for an additional 25 years a nonexclusive franchise agreement set to expire in 2016 (Ordinance 1833) for an 18" process sewer line and utility tunnel running under a portion of NE 6th Avenue. This agreement has been reviewed by the City Attorney.

Department/Presenter: Eric Levison, Public Works Director

This item will be placed on the July 21, 2014, Regular Council Meeting Agenda.

GP Franchise Ordinance 📎

B. Declared Miscellaneous Equipment Rental Trailers as Surplus

Details: As a continuing process of improving the equipment rental fund, staff is requesting that the following items were declared surplus from the

equipment rental fund effective January 1, 2014. The fixed assets will be sold or transferred directly to the appropriate department. Here is the list of utility trailers that are requested to be declared as surplus: #41, #44, #130, #152, #162, #176, #179, #204, #205, #226, #233, #273, #278, #279, #280, #291, #304, #308, #338, #364, #369 Department/Presenter: Eric Levison, Public Works Director

This item will be placed on the July 21, 2014, Consent Agenda for Council's consideration.

C. On-Call Engineering Service Agreement Amendment

Details: This amendment provides for on-call water and sewer professional services including a North Urban Growth Annexation (NUGA) sewer evaluation, an odor control evaluation and general staff support in an amount not to exceed \$34,800.

Department/Presenter: Eric Levison, Public Works Director

This item will be placed on the July 21, 2014, Consent Agenda for Council's consideration.

On Call 📎

D. National Pollutant Discharge Elimination System (NPDES) Permitting Support Amendment with Gray and Osborne Engineering

Details: This amendment provides for additional technical support for the upcoming sewer NPDES in an amount not to exceed \$8,500 Department/Presenter: Eric Levison, Public Works Director

This item will be placed on the July 21, 2014, Consent Agenda for Council's consideration.

G &O NPDES 🤝

E. Bid for Fallen Leaf Park Americans with Disabilities Act (ADA) Improvements

Details: This improvement is required to provide legal ADA access to the shelter area. The improvement includes designated parking spaces and compliant ramp with railing. Staff recommends reprioritization of existing budget authority to fund this project.

Department/Presenter: Eric Levison, Public Works Director

This item was placed as Item N. on the July 7, 2014, Consent Agenda. It was pulled from the Consent Agenda and added to the regular agenda as VIII. PUBLIC WORKS, Item A. because the bid was an irregular bid. Staff recommended that the bid be awarded based on the fact that the irregularity was minor.

Fallen Leaf Bid Tab 📎

V. COMMUNITY DEVELOPMENT DEPARTMENT

A. Downtown Design Manual

Details: These amendments are proposed for the Camas Downtown Design Manual related to hanging baskets and outside seating/dining associated with a business. The proposed modifications include:

- Pg. 3: Hanging baskets shall be installed so that the bottom of the basket is a minimum of 80 inches (6'8") above the finished grade of the public sidewalk. An exception to this is provided when an effective barrier such as a raised planter box, potted plant, or other physical barrier is located on the ground in such a way as to effectively mitigate a hazard created by the hanging basket.
- Appendix E Outdoor Seating Associated with a Food or Beverage Business. The City of Camas may allow outdoor seating associated with a food or beverage business subject to the following standards.
- 1. Submittal of an Encroachment Permit application to include a drawing of the table layout, circulation, barriers and spacing dimensions. The drawing shall include sidewalk width, table widths, barrier separation from inside the curbline, and distance from tree wells or other barriers.
- 2. Minimum Standards:
 - a. 48 inch cleared pedestrian sidewalk not including curb.
 - b. Encroachment not to extend beyond building limits or lease/owned space.
 - c. Barriers for areas serving alcohol shall meet standards and be a minimum of 42 inches in height with no opening greater than 10 feet along any wall.
 - d. City may allow a variation to the 48 inch standards for a distance of up to 10 feet dependent upon site constraints.
- 3. The City will require an insurance accord form with the City of Camas named as an additionally insured.

No action was requested at this time.

Draft Amended Downtown Design Manual 🦘

B. 2016 City of Camas Comprehensive Plan Update

Details: A professional services contract with Cogan Owens Cogan in an amount not to exceed \$53,750. This is for conducting a visioning process as part of the 2016 City of Camas Comprehensive Plan Update.

Department/Presenter: Phil Bourquin, Community Development Director

Robert Maul explained where staff is in the process. Comments included Chaney and Smith suggesting that a survey be included in the process of determining of the vision of the future, Bourquin said that a draft will be brought to a future workshop, and Mayor said that the State of the City would be an excellent opportunity to engage citizens.

This item has been placed on the July 7, 2014, Consent Agenda.

Camas Vision Contract 🤝

VI. CITY ADMINISTRATION

A. LaCamas Swim and Sport Acquisition

Details: Since the last workshop, Lauren Livingston, with Sports Management Group, received additional membership data and updated the Financial Feasibility Study. They also provided additional comparable Athletic Club data to the report. The revised report is attached for your review as well as a summary of the principal changes. Cathy Huber Nickerson adjusted the Sports Management Group expenses to better reflect what we anticipate for the City of Camas. We have added additional costs for employee benefits, indirect costs and debt service expenses. The spreadsheet is attached with three scenarios, the worst case low revenue and high expenses as well as high-high and low-low scenarios. Randy Curtis will give the Community Center Committee's perspective on the proposal.

Department/Presenters: Peter Capell, City Administrator; Cathy Huber Nickerson, Finance Director; Lauren Livingston, Sports Management Group, Randy Curtis, Community Center Committee Chair Council discussed the potential purchase and expressed their concerns to staff. This subject will be presented at the July 21st Workshop to give more detailed information to Council and to respond to questions asked during the meeting.

Camas Summary of Findings 🤝

Camas Report Update 🤝

Preliminary Lacamas Swim and Sport Proposal Analysis 🤝

VII. FINANCE DEPARTMENT

A. 2014 Limited General Obligation Bonds Presentation

Details: This presentation will provide an overview of the bond ordinance with the City's Bond Counsel, Nancy Neraas, who will be available for questions. Staff will provide an overview of the Preliminary Official Statement draft as well as the proposed bond issuance timeline with City Council.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Bond Schedule So

Bond Ordinance City of Camas LTGO Bonds 2014 So

POSCity of CamasLTGO Bonds 2014 Solution

B. 2015-2016 Budget Process

Details: This presentation will provide City Council with an overview of the 2015-2016 Budget Process.

Department/Presenter: Cathy Huber Nickerson

2015-2016 Budget Process 🦘

VIII. COUNCIL COMMENTS AND REPORTS (held until the Regular Meeting)

IX. PUBLIC COMMENTS

Tim Hein, 3512 NW Logan Court, Camas, asked, "Why do it?" and spoke in opposition to the City purchasing Lacamas Swim and Sport.

X. ADJOURNMENT

The meeting adourned at 6:32 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted July 2, 2014

July 7th Workshop Packet (large file--it may take a few minutes to load) So

Mayor

City Clerk



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT Monday, July 07, 2014 at 7:00 p.m. Camas City Hall, 616 NE 4th Avenue

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

I. CALL TO ORDER

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

- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
 - Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk
 - Staff: Jerry Acheson, Kristin Berquist, Phil Bourquin, Peter Capell, Mitch Lackey, Leona Langlois, Eric Levison, Cathy Huber Nickerson, Robert Maul, Nick Swinhart, and Steve Wall
 - Press: There were no members of the press present

IV. PUBLIC COMMENTS

David Sanks, 716 NE 5th Avenue, Camas, commented about the condition of the west side landscaping and building of Camas Public Library. Capell will respond to Sanks' concerns this week.

Mayor Higgins pulled Item N. from the Consent Agenda and added the topic as **VII. PUBLIC WORKS**, Item A.

V. CONSENT AGENDA

A. Approved the minutes of the June 16, 2014, Camas City Council Meeting and the work session minutes of June 16, 2014.

June 16th Council Meeting Minutes 🤝

June 16th Workshop Minutes 🌭

- **B.** Approved claim checks numbered 122025-122249 in the amount of \$795,643.61.
- **C.** Authorized Pay Estimate No. 2 for Project WS-714 and WS-729 Water and Sewer Casing Installation under the Burlington Northern Sante Fe railroad tracks in the amount of \$48,357.08 to 3 Kings Environmental for work completed through June 30, 2014. (submitted by James Carothers)

Pay Estimate No. 2 🤝

D. Authorized Pay Estimate No. 1 for Project S-590 Lake Road ½ Street Improvements to Michael Green Construction, Inc., in the amount of \$31,838.25 for work through June 26, 2014. (submitted by James Hodges)

S-590 Pay Estimate No. 1 📎

E. Authorized Pay Estimate No. 1 for Project WS-741 2014 STEP/STEF Tank Pumping to AAA Septic Services, LLC, in the amount of \$13,053.34 for work completed through June 30, 2014. (submitted by James Hodges)

WS-741 Pay Estimate No. 1 📎

F. Approved the Interlocal Cooperative Agreement for administering surcharge funds generated as a result of House Bill 2060. In 2002, the Washington State Legislature passed Substitute House Bill 2060, codified in Revised Code of Washington (RCW) 36.22.178 and called it the Affordable Housing for All Surcharge. The statute authorizes a ten dollar surcharge on documents recorded by the County Auditor's office with the funds to be used for housing programs for extremely low and very low income households. The proceeds from these funds provide support for shelters, transitional housing and permanent housing. (submitted by Peter Capell)

House Bill 2060 Interlocal Cooperative Agreement 🤝

G. Approved the Intergovernmental Agreement to participate in the Community Development Block Grant (CDBG) Program. The City has participated in the CDBG for many years. The grants have assisted the City in building numerous projects. We first signed the three-year agreement in 1997 and it has automatically renewed every three years. The Intergovernmental Agreement language has been updated, requiring it to be executed at this time for the 2015 - 2017 period of the agreement. This Intergovernmental Agreement will also automatically renew, unless we choose to terminate the agreement. (submitted by Peter Capell)

CDBG Intergovernmental Agreement So

H. Authorized the Mayor to execute Change Order No. 1 in the amount of \$0.00 to McDonald Excavating, Inc., for Project S-566 NW Friberg Street and Goodwin Road Improvements. Change Order No. 1 allows the contractor to close a section of NW Friberg from July 18th through August 29th, 2014. There isn't an impact on the project cost or on the working days. (submitted by James Carothers)

S-566 Change Order No. 1 📎

I. Authorized the Engineering Manager to sign Consultant Contract Supplemental Agreement No. 3 for Project S-566 NW Friberg Street and Goodwin Road Improvements with Harper Houf Peterson Righellis, Inc., for an amount not to exceed \$143,161.36. This contract amendment provides for Project Management, Survey, Engineer Plan Preparation for Professional Services Engineering (PSE), Final Right-of-Way Documents, and Construction Management Services for the project. The new total contract amount shall not exceed \$978,423.36. (submitted by James Carothers)

PSC Amendment 3 🤝

J. Authorized the Engineering Manager to sign the Professional Services Contract with HDJ Design Group, for assistance with the preparation of an Americans with Disabilities Act (ADA) Transition Plan for public facilities within the public rights-of-way, in an amount not to exceed \$20,070. HDJ will provide assistance with a self-evaluation of ADA accommodations criteria for pedestrian facilities within the public rights-of-way, such as curb ramps, sidewalks and paths, crosswalks, and traffic signals. This evaluation will provide the documentation for the assembling of a transition plan. The transition plan will identify a means of retrofitting upgrades per the ADA guidelines in a fiscally and chronologically reasonable manner. The transition plan is a requirement for public agencies with 50 or more employees per Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. (submitted by James Carothers)

ADA Professional Services Contract 🤝

K. Authorized the Engineering Manager to sign the Professional Services Contract with HDJ Design Group, for Project No. S-584 NW 6th and Norwood Traffic Signal Design, in an amount not to exceed \$50,075. (submitted by James Carothers)

Professional Services Contract 🤝

Professional Services Contract Ex B 2 So

L. Awarded the design contract to OTAK Engineering for Project SS-593 Julia Street Pond in the amount of \$49,524. As discussed at the June 16, 2014, Workshop, this proposal will evaluate alternative design options, select preferred option and prepare required documentation for environmental permitting for the improvements to the Julia Street Stormwater Pond. This is a budgeted item and consistent with the adopted Stormwater Comprehensive Plan. The adopted budget allocates \$50,000 for this project design. (submitted by Eric Levison)

OTAK Agreement 🤝

OTAK Fee Schedule 🤝

M. Awarded the contract for Project No. S-589A 2014 Grind and Overlay to Granite Construction Company in the amount of \$319,319.00. This contract provides for the pavement restoration on Lake Road from Everett to Sierra. Granite Construction Company was the responsible low bid at \$319,319.00 which was below the engineer's estimate. This is a budgeted item. (submitted by Eric Levison)

S-589A Bid Tab 📎

Item N. was pulled from the Consent Agenda and added to the Regular Agenda under VII Public Works, Item A.

N. Award the bid for Project No. P-899 Fallen Leaf Park ADA Improvements to PD Badertscher Construction, LLC in the amount of \$15,011.23. This improvement is required to provide legal ADA access to the shelter area. The improvement also includes designated parking spaces and a compliant ramp with railing. Staff recommends reprioritization of the existing budget authority to fund this project. (submitted by Eric Levison)

Fallen Leaf Bid Tab 📎

O. Authorized the Mayor to sign a professional services contract with Cogan Owens Cogan in an amount not to exceed \$53,750. This is for conducting a visioning process as part of the 2016 City of Camas Comprehensive Plan Update. (submitted by Phil Bourquin)

Camas Visioning Contract 🤝

It was moved by Melissa Smith, seconded by Don Chaney 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

Levison noted that a Waste Water Treatment Plant energy savings project would be added to the July 21, 2014, Consent Agenda, in the amount of \$10,000 for a consultant fee to Abacus.

Capell announced there will be an offsite meeting for City of Camas Department Heads this week with the biannual budget and the strategic plan for Camas the main topics.

B. Council

Hogan commented on the 4th of July Car Show and fireworks in the Camas area.

Mayor Higgins commented on fireworks during the Fourth of July season.

Hazen commented on the car show, volunteers that were needed for the Camas Days Parade, the Camas Finance Committee and the fireworks.

Turk attended Hoopin' with the Heroes and other events.

Chaney commented that Council should maintain a consistent schedule following the schedule for other local jurisdictions such as Washougal and Vancouver for the Fourth of July and thanked Capell for his work on the strategic plan.

Anderson commented on the car show, attended the Economic Development subcommittee, and obtained the consensus of Council members to speak on their behalf at the upcoming C-Tran Board Meeting.

Chaney requested that a process be developed for handling incoming communication addressed to all of the Council members. Capell will facilitate this process.

VII. MAYOR

- A. Announcements
- **B.** Appointments to the Salary Commission and the Parking Advisory Committee

Salary Commission and Parking Advisory Committee 🤝

It was moved by Melissa Smith, seconded by Greg Anderson to approve the appointments to the Salary Commission. The motion carried unanimously.

It was moved by Steve Hogan, seconded by Linda Dietzman to approve the appointments to the Parking Advisory Committee. The motion carried unanimously.

VIII. PUBLIC WORKS (Item N was moved from the Consent Agenda during the meeting)

A. Project No. P-899 Fallen Leaf Park ADA Improvements to PD Badertscher Construction, LLC, in the amount of \$15,011.23 came in as an minor irregular bid. This improvement is required to provide legal ADA access to the shelter area. The improvement also includes designated parking spaces and a compliant ramp with railing. Staff recommends reprioritization of the existing budget authority to fund this project. Department/Presenter: Eric Levison, Public Works Director

It was moved by Melissa Smith and seconded by Steve Hogan to deem the irregular bid a minor regularity and to move for approval and award the bid for Project No. P-899 to the apparent low bidder, PD Badertscher Construction, LLC, in the amount of \$15,011.23. The motion carried unanimously.

IX. COMMUNITY DEVELOPMENT

A. Resolution No. 1299 Authorizing the Road Closure for a Portion of NW Friberg/Strunk Street

Details: This resolution allows the contractor to close Friberg/Strunk Street from the northernmost driveway of the Union High School property north to NE 13th Street/Goodwin Road. The duration of the road closure will be no sooner than July 18th, 2014, to no later than August 29th, 2014. Access for emergency vehicles and residents is to be maintained during this road closure. Department/Presenter: James Carothers, Engineering Manager

It was moved by Linda Dietzman, seconded by Greg Anderson that Resolution No. 1299 be read by title only. The motion carried unanimously.

It was moved by Linda Dietzman, seconded by Greg Anderson to adopt Resolution No. 1299. The motion carried unanimously.

Resolution 1299 🤝

X. ADMINISTRATION

A. Resolution No. 1300 Adopting the Duties and Qualifications for the Administrative Services Director

Details: The position of Administrative Services Director was created and a salary schedule was adopted as part of the 2014 budget. At that time, it did not include duties and qualifications for the position.

Department/Presenter: Pete Capell, City Administrator

It was moved by Shannon Turk, seconded by Linda Dietzman that Resolution No. 1300 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Linda Dietzman that Resolution No. 1300 be adopted. The motion carried unanimously.

Resolution 1300 📎

XI. PUBLIC COMMENTS

There were no comments from the public.

XII. ADJOURNMENT

The meeting adjourned at 7:35 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted July 3, 2014

July 7, 2014 Agenda Packet 🤝

Mayor

City Clerk



June 16, 2014

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

SUBJECT: PROPOSAL FOR ON-CALL ENGINEERING SERVICES AMENDMENT CITY OF CAMAS, CLARK COUNTY, WASHINGTON G&O #20136.94

Dear Mr. Levison:

Per your request, Gray & Osborne, Inc. is submitting this proposal for an amendment to our existing contract for On-Call Water and Wastewater Engineering. The scope of work includes support for possible LID formation in the North Urban Growth Area (NUGA), additional services for the Odor Control Evaluation to support pilot testing, attendance at meetings, and other on-call engineering services.

For this project, I would serve as Project Manager. John Wilson will act as Principal-in-Charge, and Tom Zerkel will provide quality assurance. As indicated in the attached Exhibit B, the estimated cost of the attached scope of work is the not-to-exceed amount of \$34,800.

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

Sincerely,

GRAY & OSBORNE, INC.

Jay L. Swift, P.E.

JLS/hhj Encl.

cc: Mr. Jim Hodges, Capital Projects Manager, City of Camas

701 Dexter Avenue N., Suite 200 Seattle, Washington 98109 (206) 284-0860 Fax (206) 283-3206



Mr. Eric Levison June 16, 2014 Page 2

CITY OF CAMAS – NPDES PERMITTING SUPPORT AMENDMENT

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 Water and Wastewater Engineering Services Contract dated December 2, 2013, for a cost not to exceed \$34,800 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 ON-CALL ENGINEERING AMENDMENT ENGINEERING SERVICES

The following provides a scope of work for Gray & Osborne, Inc. for a proposed amendment to our existing contract for On-Call Water and Wastewater Engineering Services. The scope of work includes support for possible Local Improvement District (LID) formation in the North Urban Growth Area (NUGA), additional services for the Odor Control Evaluation to support pilot testing, attendance at meetings, and other on-call engineering services.

PROPOSED SCOPE OF WORK

The proposed scope of work is described below:

1. As directed by the City, provide engineering support, including conceptual designs and preliminary cost estimates, for potential LID configurations. Evaluate downstream impacts for alternatives, including in the STEP Main on Lake Road, the STEP Main Bypass, and the Lacamas Creek Pump Station.

Prepare figures showing proposed LID configurations and infrastructure. Document findings in technical memoranda, letter reports, and/or e-mails, as directed.

Attend phone conferences with developers, City staff, and others to support LID evaluation and formation plans.

- 2. Provide additional engineering services for the City's Wastewater Collection System Odor Control Evaluation, including office support for the ongoing pilot test of the Commander odor control product. Evaluate Commander performance, including results from gas phase and liquid phase monitoring conducted by the City and Commander. The results of this evaluation will be included in the final Odor Control Evaluation Report.
- 3. Provide additional on-call engineering services, as directed by the City.
- 4. Attend up to three meetings.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas - On-Call Water and Wastewater Engineering Services Amendment

Tasks	Principal Hours		Project Ianager Hours	Project Eng. Hours	AutoCAD/GIS Mgr./Graphic Artist Hours
1 NUGA LID Formation Support	16		40	80	40
2 Odor Control Evaluation - Additional Services	2	1	16	16	4
3 Other On-Call Engineering Services	4		8	16	8
4 Meetings	8	1	8	4	
5 QA/QC	2	-			
Hour Estimate:	32		72	116	52
Direct Labor Cost Billing Rate Range:*	\$35 to \$59	\$3	35 to \$56	\$33 to \$43	\$29 to \$36
Estimated Hourly Rates:*	\$55		\$42	\$37	\$31
Direct Labor Cost:	\$1,760		\$3,024	\$4,292	\$1,612
Subtotal Direct Labor:		\$	10,688		
Indirect Costs (180%):		\$	19,238		
Total Labor Cost:		\$	29,926		
Fee (15%):		\$	4,489		
Subtotal Labor & Fees:		\$	34,415		
Direct Non-Salary Cost:					
Mileage & Expenses (Mileage @ \$0.56/mile)		\$	385		
TOTAL ESTIMATED COST:		\$	34,800		

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only.



June 16, 2014

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

SUBJECT: PROPOSAL FOR NPDES PERMITTING SUPPORT AMENDMENT CITY OF CAMAS, CLARK COUNTY, WASHINGTON G&O #12454.00

Dear Mr. Levison:

Per your request, Gray & Osborne, Inc. is submitting this proposal for an amendment to our existing contract for NPDES Permitting Support. David Knight at Ecology has requested that the City provide an evaluation of compliance with state criteria to support a request for relaxed percent removal limits for the City's Wastewater Treatment Facility. The scope of work includes completing the evaluation, writing a letter to Ecology, additional NPDES Permitting Support, and attendance at meetings.

For this project, I would serve as Project Manager. John Wilson will act as Principal-in-Charge, and Tom Zerkel will provide quality assurance. As indicated in the attached Exhibit B, the estimated cost of the attached scope of work is the not-to-exceed amount of \$8,500.

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

Sincerely,

GRAY & OSBORNE, INC. lla

Jay L. Swift, P.E.

JLS/hhj Encl.

Mr. Jim Hodges, Capital Projects Manager, City of Camas cc:

(206) 284-0860 Fax (206) 283-3206 701 Dexter Avenue N., Suite 200 Seattle, Washington 98109



Mr. Eric Levison June 16, 2014 Page 2

CITY OF CAMAS - NPDES PERMITTING SUPPORT AMENDMENT

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 Water and Wastewater Engineering Services Contract dated December 2, 2013, for a cost not to exceed \$8,500 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 NPDES PERMITTING SUPPORT ENGINEERING SERVICES

The following provides a scope of work for Gray & Osborne, Inc. to provide engineering services for NPDES Permitting Support. David Knight at Ecology has requested that the City provide an evaluation of compliance with state criteria to support a request for relaxed percent removal limits for the City's Wastewater Treatment Facility. The scope of work includes completing the evaluation, drafting a letter to Ecology requesting the relaxed removal limits, additional NPDES permitting support, and attendance at meetings.

PROPOSED SCOPE OF WORK

The proposed scope of work is described below:

- Document criteria for obtaining relaxed percent removal limits in the City's NPDES permit, based on state regulations (WAC), guidance (Permit Writer's Manual and Criteria for Sewage Works Design), and communications with Ecology's Southwest Region Water Quality staff. Compile and evaluate Camas WWTF operating data with regard to criteria for obtaining relaxed percent removal limits.
- 2. Draft a letter to Ecology requesting relaxed percent removal limits in the new City NPDES permit. Incorporate revisions following City review of the draft letter and submit the letter to Ecology.
- 3. Provide additional NPDES permitting support in the form of follow-up to the letter to Ecology or additional permitting support as directed by the City.
- 4. Attend up to two meetings.

Additional items of work, not included in this scope and budget, may be required depending on Ecology's response.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

Tasks	Principal Hours	Project Manager Hours	Project Eng. Hours
1 Evaluation of Percent Removal Criteria Compliance		8	8
2 Letter to Ecology	1	8	8
3 Additional NPDES Permitting Support	1	8	8
4 Meetings	6	6	
Hour Estimate:	8	30	24
Direct Labor Cost Billing Rate Range:*	\$35 to \$59	\$35 to \$56	\$33 to \$43
Estimated Hourly Rates:*	\$55	\$42	\$37
Direct Labor Cost:	\$440	\$1,260	\$888
Subtotal Direct Labor:		\$ 2,588	
Indirect Costs (180%):		\$ 4,658	

City of Camas - NPDES Permitting Support Engineering Services

Subtotal Direct Labor:	\$ 2,588	
Indirect Costs (180%):	\$ 4,658	
Total Labor Cost:	\$ 7,246	
Fee (15%):	\$ 1,087	
Subtotal Labor & Fees:	\$ 8,333	
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 167	
TOTAL ESTIMATED COST;	\$ 8,500	

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only.



City of Camas 2100 NE 3rd Avenue Camas, WA 98607

 Attn:
 Eric Levison

 Re:
 City of Camas – Waste Water Treatment Plant

 Investment Grade Audit Proposal

Eric,

Abacus Resource Management Company (Abacus) is pleased to provide the following proposal for an Investment Grade Audit (IGA) to increase the energy efficiency of the City of Camas waste water treatment plant (WWTP).

Based on our interviews, site review and evaluation of the Camas WWTP, Abacus proposes to provide an Investment Grade Audit which will include the following specifics:

- Evaluation of the dissolved oxygen control system and interface with the blower motor variable frequency drives.
- Evaluation of the ultra violet control system and components.

These measures will be studied and should provide good opportunity for cost effective retrofit that would likely qualify for the Commerce grant funding program and utility incentives.

The following pages list the tasks and associated cost for ARMCo to provide a comprehensive IGA for the City of Camas.

Scope of Work:

Abacus proposes to complete an IGA for the City of Camas WWTP, including estimated energy savings, incentives, costs of possible retrofit options and return on investment (ROI).

- 1) Contact owner to schedule appointments to meet with facilities staff.
- 2) Meet with the facility staff in order to gain an understanding of the current conditions and how the fixtures are maintained. Review any fixture count documents that are available and make copies.
- On site audit includes the observation and documentation of the current street lighting inventory of fixtures and details.
- 4) Collect and correlate utility bill information to develop the existing baseline energy use and cost.
- 5) Identify and select potential energy efficiency measures (EEM's) to analyze.
- 6) Investigate and document the current and anticipated utility usage for the retrofit measures proposed. Calculate energy cost savings associated with each energy efficiency measure.
- 7) Estimate cost of EEM's and maintenance savings.
- 8) Investigate and estimate potential sources of energy efficiency grants and utility incentives.

12655 SW Center Street, Suite 250, Beaverton, Oregon 97005 503.277.5251 p 971.249.0777 f CCB#185390 July 15th, 2014



- 9) Create draft report including narrative description of street lighting and proposed retrofits. Individual EEM's to include estimated costs, savings, incentives, grants and simple payback. Include utility and collected data, baseline utility cost averaged for 3 years, and proposed energy cost saving calculations.
- 10) Meet with owner to present draft report and explain findings. Discuss any options or alternates and document changes to be incorporated into final report.
- 11) Deliver final report for review and acceptance.

Audit Schedule:

Perform first site visit within 5 working days of contract award. Deliver draft reports within 6 weeks of initial site visit. Deliver final report within 5 days of receipt of owner comments.

Cost Proposal:

Abacus will provide the Investment Grade Audit, assist with preliminary utility incentives and the Commerce grant application for a total of \$10,000. This amount is inclusive of all costs including reproduction, mileage, travel and per diem.

Study funding may be available through BPA's Energy Smart Industrial (ESI) program. We are also submitting a similar cost proposal to the ESI program for sponsorship. Any amount provided by the ESI program will be deducted from this proposal up to and including total sponsorship by the ESI program.

Please contact me with any questions or comments you may have. We look forward to continuing to provide energy conservation services for the City of Camas.

Best regards,

1110

Steve Rubbert Abacus Resource Management Company

Approved by:

The City of Camas, Washington

Scott Higgins, Mayor 616 NE 4th Avenue Camas, WA 98607

Date

CITY OF CAMAS PROJECT NO, S-585 DESCRIPTION: NW 38th Avenue Readway Improvements, Ph. 2 PAY ESTINATE #1 Council Meeting Date: July 21, 2014		7211 NE Phone: Original	(360) 573-2000 I Contract Tota Is Sales Tax A	Vancouver, WA 91		STP / TIB / REET		WATER / SEWER		Previous Estimate Totals		Current Estimate #1		Totals to Date	
Work Period	Date: June 24, 2014 - June 30, 2014					FUNDING		ACCOUNT							
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL	UNIT	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	QUANTITY	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
Schedule	A														and any age to the
A 1 Mo		LS	1.0	\$314,000.00	\$314,000.00		A DECEMBER OF				-				
A 2 Ro	adway Survaying	LS	1.0	\$30,000.00	\$30,000.00	h		1 Hand Street			I man a	1			
A 3 SP	CC Plan	LS	1.0	\$1,000.00	\$1,000.00	mmmmm	mmmm			mmmmm	mmmmm		mmmm	mmmm	mmmm
A A Tra	ance Control	LS	1.0	\$25,000.00	\$25,000.00	0.03	\$769.24		-		quumun	0.03	\$769.24	0.03	\$769.24
	Inc Control Supervisor	HR	2,350.0	\$25,000.00	\$115,150.00	71.00	\$3,479.00					71.00	\$3,479.00	71.00	\$3,479.00
	her Traffic Control Labor	HR	200.0	\$49.00	\$9,800.00	2.00	\$98.00					2.00		2.00	\$98.00
A 7 Co	nstruction Signs, Class A	SF	120.0	\$24.00	\$2,880.00	128.00	\$3,072.00	The second second				128.00	\$3,072.00	128.00	\$3,072.00
	rtable Changeable Message Sign	HR	336.0	\$15.00	\$5,040.00								Marso Call		1.10.2
A 9 OU	her Temporary Traffic Control	LS	1.00	\$7,000.00	\$7,000.00			a state of			mmmmm			mmmm	mmmmm
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A 10 Cie	aaring and Grubbing moval of Siructures and Obstructions	LS	1.0 1.D	\$75,000.00	\$75,000.00 \$40,000.00	0.25	\$18,500.00					0.25	\$18,500.00	0.25	\$18,500.00
	adway Excavation, Incl. Haul	CY	3,000.0	\$18.00	\$54,000.00		Address of the	1000	I DOWN						
	suitable Foundation Excavation, Incl. Haul	CY	1,600.0	\$9.50	\$15,200.00	E-24 Contraction						1	1		
A 14 Gr	avel Borrow, Incl. Haul	CY	14,300.0	\$18.50	\$264,550.00			A PARTY AND							
A 15 Dil	ch Excavation, Incl. Haul	CY	550.0	\$25.00	\$13,750.00										
A 16 Ch	annel Excevation, Incl. Haul	CY	29,000.0	\$8.50	\$246,500.00			and the second second							
A 17 Slo	ormwater Facility Excevation, Incl. Haut	CY	10,000.0	\$8.50											
A 18 CO	natruction Geolexille for Separation	SY	235.0	\$3.00	\$705.00		mmmm				mmmm	mmmm	mmmm	mmmm	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
A 19 Cn	ushed Surfacing Base Course	TON	11,020,0	\$20.00	\$220,400.00	record and the						recommenter de la commente de la comment			
	Place Coment Amended Base	SY	6,450.0	\$3.40	\$21,930.00								1000		
A 21 Ce	mont for CAB rface Treatment and Pavements	TON	193.0	\$116.00		South States and States	And a second second								
Su	rface Treatment and Pavements	11111	XIIIIIIX						8		<u> X////////////////////////////////////</u>				
A 22 HM	AA CL 1/2 In. PG 64-22	TON	4,040,0	\$76.00	\$307,040.00		Assessed to the second								
A 23 Pre	eparation of Existing Surfaces	TON	4.0	\$570.00	\$2,280.00			-							
A 24 HW	A for Approach CL, 1/2 In. PG 84-22 rectures	TIT	105,01	\$85.00	\$8,925.00		mmmm								
A 25 Pr	acast Reinf. Conc. Three Sided Structure No. 1	LS	1.0	\$235,000.00	\$235,000.00	-	mining	ALC: NOT THE OWNER							
	ecast Reinf, Conc. Three Sided Structure No. 2	LS	1.0	\$230,000.00	\$230,000.00								in the second second		
Sic	orm Sewer, Sanitary Sewer, and Water Mains	1////									X/////////////////////////////////////				
A 27 Un	derdrain Pipe, 8 in. Diam.	LF	390.0	\$43.00	\$16,770.00										
	Iminized Steel Cuivert Arch Pipe 41-In. x 53-in. Diam.	LF	312.0	\$140.00	\$43,680.00			- 34 - 4			-	-	100000000000000000000000000000000000000		
A 29 Ta	pered End Sect with Debris Barriar 12 In, Diam. rrugated Polyethylene Storm Sewer Pipe, 10 In. Diam.	EA LF	2.0	\$650,00 \$46.00	\$1,300.00 \$43,700.00			-					1 Comments		
	rrugated Polyethylene Storm Sewer Pipe, 10 In. Diam.	LF	2,735.0	\$48.00	\$131,280.00			and the second					1		
A 32 Co	rrugated Polyethylene Storm Sewer Pipe, 12 In. Diam.	LF	400.0	\$55.00	\$22,000.00										
	sting Storm Sewer Pipe	LF	4,020.0	\$2.00	\$8,040.00			and the second second	1				Sec. 1		
A 34 Ma	inhole 48 In. Diam. Type 1	EA	14.0	\$2,500.00	\$35,000.00			and the second second							
	inhole 60 In. Diam. Flow Control	EA	2.0	\$5,200,00	\$10,400.00										
	inhole 96 In. Diam. Type 3, Stormwater Filiration	EA	2.0	\$39,000.00						-					
A 37 Cu	rb Iniet uble Curb Iniet	EA	13.0	\$1,800.00	\$23,400.00			_							
	Ich Basin Type 1	EA	1.0	\$1,300.00	\$1,300.00			and the second second							
	ust Manholo	EA	2.0	\$500.00	\$1,000.00								Stellar and		
A 41 Ad	just Catch Basin	EA	2.0	\$400.00	\$800.00				and the second second			100 C			
A 42 Re	moval and Replacement of Unsuitable Material	CY	310.0	\$65.00	\$20,150.00			Contraction of the							
A 43 Sh		LF	4,725.0	\$2.00	\$9,450.00										
7/////Ad	just Valve Box osion Control and Water Pollution Control	EA	7.0	\$220.00	\$1,540.00	annon		(i)		VIIIIIIII	Amminin	Amminin	20000000		mmmm
A 45 ES		DAY	50.0	\$60.00	\$3,000.00		and the second			1 million			1 million		
A 46 Se	ed Mix B	AC	2.6	\$2,900.00	\$7,540.00			and the second second	a state of the						
A 47 Sta	abilized Construction Entrance	SY	300.0	\$20.00	\$6,000.00	158.50	\$3,130.00	To the Lot of the lot of				158.50	\$3,130.00	156.50	\$3,130.00
	reet Cleaning	HR	60.0	\$130.00	\$7,800.00		and the second se								
A 49 SI		LF	6,950.0	\$2.00	\$13,920.00	5,400.00	\$10,800.00	and the second second	and the first of the second			5,400.00	\$10,800.00	5,400.00	\$10,800.00
	h Visibility Fence et Protection	LF EA	2,865.0	\$2.00	\$5,730.00	2,150.00	\$4,300.00 \$360,00	and the second s				2,150.00		2,150.00	\$4,300.00 \$360.00
A 52 M	attle	LEA	45.0	560.00	\$2,700.00	6.00	\$360,00		A CONTRACTOR			5,00	\$30,00	6.00	\$360,00
VIIIIASte	stilo reambank Stabilization	VIIII	XIIIIIA	\$7.00	\$700.00	X/////////////////////////////////////				11111111111	XIIIIIIIIIIIIIIII	XIIIIIIIIIIIIIII	XIIIIIIIII		VIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII
A 53 We	ork Area Isolation	LS	1.0	\$60,000.05	\$60,000.05		manne								
A 54 We	air Log	EA	12.0	\$1,400.00	\$16,800.00		And the second se								
A 55 Los	g with Root Wad	EA	50.0	\$1,200.00	\$60,000.00		had the second second second	Capit Citt	A DAY AND A DAY		-				
	eambed Gravel	TN	1,580,0	\$43.00	\$71,380.00			all a second							
	ream Boulder, 18 In. Diam. ream Boulder, 24 In. Diam.	TON	40.0	\$130.00 \$130.00	\$5,200.00			the state of the s		-					
	ream Boulder, 24 In. Diam. oven Coir Matling	TON	60.0 8,820.0	\$130.00 \$3.30	\$7,800.00 \$29,106.00							1		1	
	n-Woven Colr Matting	SY	8,820.0	\$2.75	\$24,255.00			the second second	1.2			1			1
	ht Loose Rigrap	TON	290.0	\$55.00	\$15,950.00		A STATE OF THE				-	h.			
A 62 Qu	iarry Spalls	TON		\$40.00	\$1,320.00			The second second	States and Street of						
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A 63 Las		LS	1.0	\$147,000.00	\$147,000.00				a state of the local division of the						
	gation System, Design/Build	LS	1.0	\$168,000.00	\$168,000.00	mmmm		A DECK		mmmmm	hannan	kmmmm	konnon	mmmmm	mmmm
2000 Mar 100	atiand Mitigation Planting														

DESCRIPTION: NV 38th Avenue Phone; (360) 673-200 Roadway Improvements, Ph. 2 Original Contract Tot PAY ESTIMATE #1 (Includes Salas Tax A		E 43rd Avenue, V (360) 573-2000 Il Contract Total: es Sales Tax Am	43rd Avenue, Vancouver, WA 98681			nb / Reet NDING	WATER / SEWER ACCOUNT		Previous Estimate Totala		Gurrent Estimate #1		Totals to Date		
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	Traffic Cement Conc, Traffic Curb	LF	2,215.0	\$10.00	\$22,150.00		<u>annin nin</u>				, and the second se	<u> </u>	, and the second se	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
A 67	Cement Conc. Traffic Curb and Gutter	LS	5,510.0	\$10.00	\$55,100.00							-			
A 68 0	Cement Concrete Driveway Entrance, Type 1	SY	55.0	\$70.00	\$3,850.00										Ú.
	Cement Concrete Driveway Entrance, Type 3	SY	300,0	\$60.00	\$18,000.00										
	Reiscd Pavement Marker Type 2 Black Vinyl Coated Cheinlink Fence Type 3	HUND	1.5	\$760.00 \$29.00	\$1,102.00										
	Cement Conc, Sidewalk	SY	4,120.0	\$38.00	\$156,560.00		-								
	Cement Conc. Curb Ramp Type 1	EA	8.0	\$1,100.00	\$8,800.00	a second species			and the second s	-		1			
A 74	Cement Conc. Curb Ramp Type Directional	EA	2.0	\$1,200.00	\$2,400.00	a shirt and									
A 75	Illumination System	LS	1.0	\$140,000.00	\$140,000.00		1					1			
A 76	Traffic Signal System Modification - NW 38th Ave/ NW Parker St	LS	1.0	\$44,000.00 \$3,500.00	\$44,000.00 \$3,500.00										
	Permanent Signing Paint Line	LS	5,655.0	\$0.25	\$1,413.75		1			1		-			2
	Painted Wide Lane Line	LF	5,960.0	\$0.35	\$2,086.00	The second s	1 P								
A 80	Plastic Traffic Arrow	EA	14.0	\$100.00	\$1,400.00										
	Plastic Crosswalk Line	SF	180,0	\$5.00	\$900.00	1		the states				1	100 C		
A 82	Plastic Stop Line	LF	46.0	\$5.00	\$230.00	California Constant							S		
A 83	Plastic Bicycle Lane Symbol Other Items	EA	13.0	\$260.00	\$3,380.00	mmmm	in man			mmmmm	mmmm		mmmm	mmmm	mmmm
A 84	Joint Utility Trench, Incl. Backfill	LF	3,120.0	\$9.00	\$28,080.00	pullin	quinnin				<i>funning</i>	-	<i>quannun</i>	<i>quannan</i>	mmmm
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A 1		1	<u> </u>						and the second second						
Schedu	le B - Plant Establishment								The state of the s			1	IL BOARD		
B 1	1-Year Plant Establishment Performance Bond-Landscape Plant	LS	1.00	\$10,000.00	\$10,000.00		and the second second	The second s							
B 2	1-Year Plant Establishment Performance Bond-Wetland Millgatlo	d LS	1.00	\$10,000.00	\$10,000.00				- Contraction						
					\$20,000.00										
Sebedu	le C - Water / Sewer	-													
	Water Water / Sewer	mn	mmm	mmmm	mmmm	mmmm	mmmmm	mmmm	mmmmm		mmmmm	annonn	NIIIIIII	, mmmmmm	
B 1	Ducilie Iron Pipe for Water Main, 6" Dia.	LF	58.00	\$53.00	\$3,604.00			<u> annonna</u>	quantin		quanta	Para and a second	, mininini	<i>quumunu</i>	mmmm
B 2	Ducille Iron Pipe for Water Main, 8" Dia.	LF	40.00	\$59.00	\$2,360.00					1		REAL AND A			
	Ducille Iron Pipe for Water Main, 12" Dia.	LF		\$02.00	\$20,460.00			The second s							
B 4	Blowoff Assembly	EA	5.00	\$1,000.00	\$5,000.00		the state of the s					2 million			
B 5	Tapping Sleeve and Valve Assembly, 12 in.x8 in.	EA	1.00	\$3,600.00	\$3,600.00				1						
	Tapping Sleeve and Valve Assembly, 12 In.x12 In, Reselting Existing Hydrant	EA	3,00	\$5,000,00	\$4,500.00				The state of the s						
	Service Connection, 1-In. Dia.	EA	1.00	\$1,100.00	\$1,100.00				Sector Sector Sector		Contraction of the second	The second	A CONTRACTOR		
	Sanittary Sewer	1111	mm	mmm			KIIIIIIIIII		mmmm	\$1111111111	mmmm		×IIIIIIIII	mmm	///////////////////////////////////////
B 9	Class 200 Sewer Pipe, 6 In. Diam.	LF	180.00	\$50.00	\$9,000.00				1		1	1	1	1	
B 10	Tapping Sleeve and Assembly, 10 In. x 6 In.	EA	3.00	\$2,900.00	\$8,700.00				1						
B 11	Sanitary Sewer Service Connection 1 In, Diam.	EA	1.00	\$900.00	\$900.00		and the second second						1		
	Subtote	1			\$79,124.00							11			
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1			SUBTOTAL		\$4,212,950.80	Sublot		Subtota		Subtota		Sublota		Subtotal	\$44,508.24
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		TOTA	L CONTRACT		\$4,219,597.22	Total	= \$44,508.24	Total		Total =		Total	\$44,508.24	Total =	\$44,508.24
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				This Estimate	Previous Totals	Totals to Date									
1 1	Sch. A & B - STP / TIB / REET Account Num	ber: 313-	20-595-300-65	\$44,508.24	Trevious returs	Totals to Date	Bid Item A 84 NO	T STP or TIB Eligible	1						
						1.1.1	Bid Item A 75	NOT STP Eligible							
	Sch. C - Water Account Num			A CONTRACTOR OF			Water NO	T TIB Eligible							
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1 .	(Jaita Ishton)	1119	114		100		7	415/14		Com 1	P. Carat	hen	1/14/14	_	
	Project Engineer	Date	1 1	-	Contractor			Date		Engineering Manage	D1		Date		

RESOLUTION NO. 1301

A RESOLUTION adopting an Amended Downtown Design Manual.

WHEREAS, the City Council in Chapter 18.19 has adopted Design Review Standards to produce a meaningful integration of building, landscape and the natural environment; and

WHEREAS, Design Standards are intended to protect the general health, safety and welfare to the community by making efficient use of the land, which is consistent with the visual character and heritage of the Community; and

WHEREAS, the City Council adopted a Design Standards Manual through Resolution No. 1136 on September 2, 2008; and

WHEREAS, the City Council wishes to amend the Downtown Design Manual as attached hereto as Exhibit "A".

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

I

The Downtown Design Manual attached hereto as Exhibit "A" is hereby adopted by the City of Camas as the City's Design Standard for the Downtown Commercial Zone.

Π

ADOPTED by the Council of the City of Camas and approved by the Mayor this 21st day of July, 2014.

SIGNED:_____

Mayor

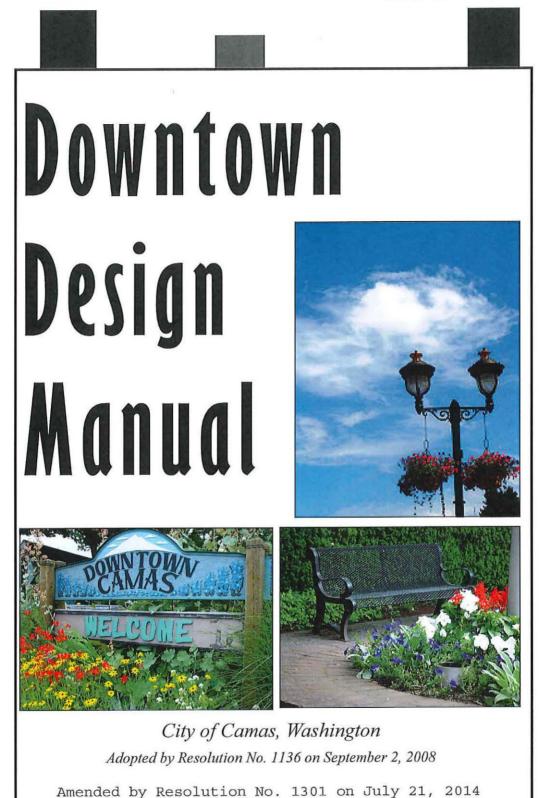
ATTEST:

Clerk

APPROVED as to form:

City Attorney

Exhibit "A"





Downtown Design Manual

City of Camas, Washington

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A. How to Use this Document

The Downtown Design Manual has been developed by downtown business owners in conjunction with the City of Camas. This document provides general requirements geared towards businesses considering renovations, expansions, or new site development.

The following process is suggested:

- 1. Read this document and note requirements that may apply to your project. Be sure to review the Appendix section. All words included in the Definitions appendix have been underlined (and are noted as bold) within this manual. Example: **Definition**
- 2. Review and define your project, then re-read this document.
- 3. If you have questions, contact the City of Camas Planning Division (360) 817-1562 to review your project. City staff will be happy to discuss your project and how it relates to this Downtown Design Manual, as well as other City codes.

B.Purpose

The Downtown Design Manual is intended to provide guidance for new development and redevelopment within the existing downtown core. This type of development is further expected to:

- 1. Achieve the goals and objectives of the City of Camas Comprehensive & Capital Facilities Plan;
- 2. Enhance livability, environmental quality and economic vitality with a mix of uses downtown;
- 3. Maximize efficient use of public facilities and services;
- 4. Create a safe, attractive, and convenient environment for a variety of uses including living, working, and

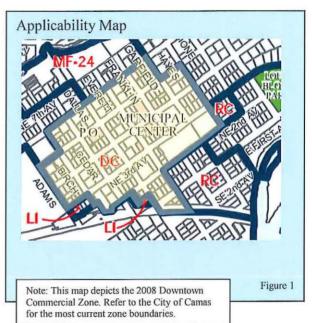


recreating with retail businesses on the street level and housing/office units on upper levels;

- 5. Encourage economic development in the area by creating an environment that attracts a broad and diversified consumer base to the downtown core;
- 6. Encourage an economically viable atmosphere that will attract new business to the downtown core.
- 7. Encourage sustainable development practices.

C. Applicability / General Requirements

- 1. The provisions of this section shall be applied to public spaces and private parcels located within the City of Camas downtown commercial zone. (Refer to Figure 1) The boundary is intended to include both sides of the street.
- 2. Private parcels shall be required to implement the improvements identified within this section for:
 - (a) all new uses;
 - (b) all changes of use;



- (c) the expansion of any building or development as defined in Camas Municipal Code ("CMC") Section 18.18.020(A) exceeding twenty percent of the existing floor or site area, or any one thousand square foot addition or increase in impervious coverage thereto, whichever is lesser.
- 3. The following activities are exempt from the requirements of this section.
 - (a) Routine or emergency repair or maintenance of public or private buildings, structures, landscaping or utilities;
 - (b) Interior remodeling.
- 4. If the requirements of the Downtown Design Manual conflict with other regulations, the more stringent of the two shall apply.
- 5. All work associated with the implementation of the Downtown Design Manual on private parcels shall be constructed and maintained by the land owner, unless otherwise noted.
- 6. All required improvements shall be subject to Design Review (CMC 18.19) prior to building permit issuance. In addition, projects may be subject to Site Plan Review (CMC 18.18) prior to building permit issuance. Project proponents are urged to contact the City of Camas for all required approval processes.
- 7. All work shall be completed in accordance with City of Camas Municipal Code.
- 8. Refer to Appendix B for a Required Elements Matrix.

9. Standards, materials, finishes, and colors specified within this manual, and the attached appendices, may be substituted with other similar elements with review by the Design Review Committee and approval by the City of Camas

decision maker.

D. Streetscape Elements

The Downtown Design Manual is intended to provide a high degree of landscape amenities, tree lined streets, attractively landscaped <u>frontage</u>s, screening of service areas, street furnishings, and pedestrian areas as part of a unified design.

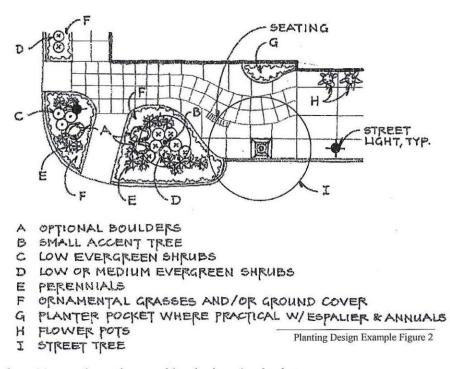


1. Planting Design

(a) On-site plantings that abut the public right of way shall provide multiple layers of plantings, including <u>canopy trees</u>, <u>understory trees</u>, <u>shrubs</u> and <u>groundcover</u>. Seasonal interest is encouraged to be enhanced through the use of plant materials that provide <u>seasonal color</u>, <u>fragrance</u>, and <u>specimen plant</u> materials. Refer to Figure 2 for a planting example.

(b) Landscape materials shall be installed per Appendix D. Landscaping should not exceed 30" high on corners.

(c) Hanging baskets shall be installed so that the bottom of the basket is a minimum of 80 inches (6'8") above the finished grade of the public sidewalk. An exception to this is when provided an effective barrier such as a raised planter box, potted plant, or other physical barrier is located on the ground



in such a way as to effectively mitigate a hazard created by the hanging basket.

(d) All plant materials shall meet or exceed specifications established by the American Association of Nurserymen for nursery stock, and be suitable for the climatic conditions encountered in Camas, Washington.

(e) A landscape maintenance plan per the American Association of Nurserymen's standards, and approved by the City of Camas, shall be recorded as a <u>covenant</u> on the project parcel for <u>landscaping located on private property</u>,

2. Irrigation Design

(a) All landscape plantings shall be irrigated with an automatic, underground irrigation system designed with water conservation in mind. Utilization of techniques such as separate water zones based on soil type, sun exposure, and plant water requirements are encouraged. Hanging baskets and individual planter pots may be hand watered. All irrigation materials located within the public right-of-way shall utilize the materials and construction techniques as listed in Appendix D and the City of Camas Design Standards Manual.

3. Street Trees

- (a) Trees selected for use as <u>street trees</u> shall be long-lived species possessing qualities suitable for an urban streetscape including branching characteristics, rooting characteristics, disease resistance, and non-fruiting. <u>Street Trees</u> shall be selected from Appendix "C" or the Camas Design Standard Manual (This manual is available online at http://www.ci.camas.wa.us/ pworks/engforms.htm).
- - online at http://www.ci.camas.wa.us/ pworks/engtorms.htm}.
- (b) <u>Street tree</u>s shall be a minimum of 2-inch caliper, fully branched, and staked at the time of planting.
- (c) <u>Street Tree</u>s shall be maintained to provide eight feet of clearance area under the canopy at the sidewalk and 10 feet of clearance at the street, per Figure 3.
- (d) <u>Street tree</u>s shall be planted on all street <u>frontages</u> at minimum 30 feet on-center spacing, as measured along the abutting curb.
- (e) <u>Street trees</u> shall be placed a minimum of two and one-half feet from the back of the curb as measured from the center of the tree, unless otherwise specified by the City of Camas decision maker, per Figure 3.
- (f) <u>Street tree</u> planters shall be covered with American with Disability ("ADA") accessible <u>tree grates</u> that are a minimum of six feet by six feet, <u>street tree</u> placement shall not

impede pedestrian access and shall allow for a minimum six foot <u>path of travel</u> (the ADA accessible <u>tree grate</u>s may be placed within the <u>path of travel</u> to meet these specifications).

- (g) A limited <u>tree grate</u> exception may be granted for instances where <u>street trees</u> must be placed in planter beds. Such planter beds must be at least twice the size of a standard <u>tree grate</u> tree planter, must be landscaped per this section, must be irrigated per this section, and must allow for a minimum six foot <u>path of travel</u>.
- (h) Street trees shall be irrigated per Appendix D.
- (i) <u>Street tree</u> planters, where allowed, shall include root barriers.

4. Hardscape Elements

Hardscape Elements provide a high degree of pedestrian amenity that encourages outdoor social interaction, promotes a sense of place, and public security. The introduction of <u>hardscape</u> elements such as natural stone, sculpture, <u>water features</u>, <u>drinking</u> <u>fountains</u>, decorative sidewalks (e.g. <u>scored</u> <u>concrete</u>, colored concrete, pavers, etc.), <u>enhanced paving</u>, <u>accent lighting</u>, <u>site</u> <u>furnishings</u>, recreational facilities, and the like are strongly encouraged.



- (a) Furnishings
 - (1) Furnishings shall consist of benches, <u>drinking fountains</u>, trash receptacles, and bike racks. Furnishings shall be placed such as to not impede or constrict pedestrian movement or ADA Accessibility. Outdoor seating associated with a food or beverage business may be authorized in accordance with Appendix "E".
 - (2) Benches shall be placed within the public sidewalk, private parcels, pocket plazas and parks to encourage social interaction and extend the length of stay in the area. At a minimum one bench should be located on each side of a city block. Where opportunities exist to locate more than one bench, benches should be orientated toward each other to encourage social interaction.
 - (3) **Drinking fountains shall be ADA accessible.**
 - (4) Trash Receptacles shall be placed within the public sidewalk, pocket plaza, and parks to encourage public sanitation and a litter free environment. At a minimum one trash receptacle should be located on each side of a city block near the midpoint of the block. Uses that generate a high potential for immediately disposable trash such as take out restaurants are strongly encouraged (unless

Downtown Design Manual

otherwise stated) to locate a trash receptacle within the <u>frontage</u> of their establishment.

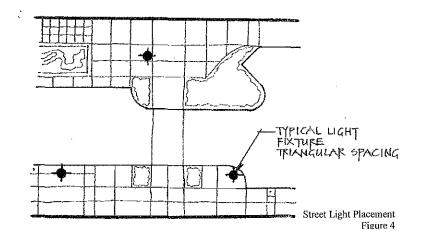
- (5) Bike racks shall be placed within the public sidewalk, pocket plaza, and parks to encourage multi modal transportation and pedestrian safety. At a minimum one bike rack should be located on each side of a city block near the midpoint of the block. Uses that generate a high potential for bike parking such as arcades and movie theaters are strongly encouraged (unless otherwise stated) to locate a bike rack within the <u>frontage</u> of their establishment.
- (6) Water features are encouraged. Upon review by the Design Review Committee, and approval by the City of Camas decision maker, placement of a <u>water feature</u> may be in lieu of some (or all) of the required elements for a particular parcel. The Design Review Committee shall determine which streetscape elements may be substituted by the <u>water feature</u>.



(7) <u>Public art</u> is required to be provided at one percent of construction cost. Upon review by the Design Review Committee, and approval by the City of Camas decision maker, placement of a permanent <u>public art</u> display may be in lieu of some (or all) of the required elements for a particular parcel. The Design Review Committee shall determine which streetscape elements may be substituted by the <u>public art</u>.



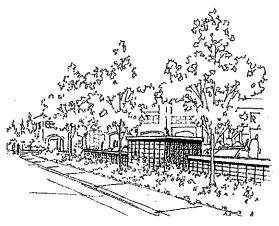
- (b) Street Lighting
 - (1) Themed ornamental street lighting shall be located along the public right of way. Street lights shall be located utilizing a triangular spacing per Figure 4. 'The street light (with hanging plant bracket) shall be the City of Camas approved downtown street light.



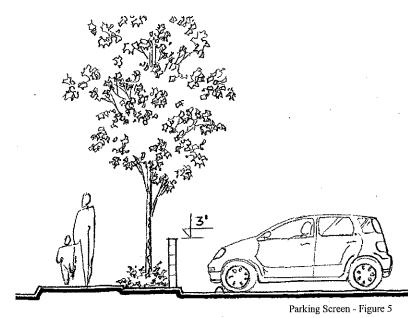
- (2) Every lot will not be required to place a streetlight. Street light spacing will dictate those lots required to place street lights. The City of Camas decision maker shall review and approve proposed street light spacing.
- 5. Screening Standards

Screening shall be utilized to obscure views of service, parking, and trash collection areas from view from the public right-of-way.

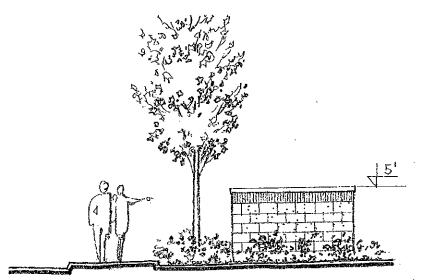
- (a) General
 - (1) Sight-obscuring <u>evergreen</u> vegetation, screen walls, or fences may be erected within the setback area of a private parcel.
 - (2) Screening shall not be placed within the public right-of-way.
- (b) Parking lots abutting the public right-of-way



(1) Shall be screened by a wall or fence three feet in height within a planting strip.

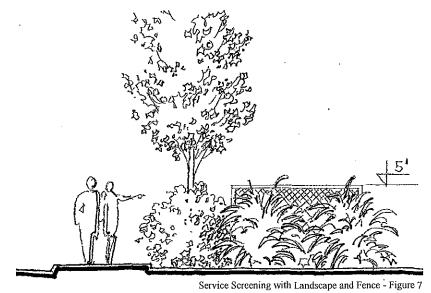


- (2) Where sufficient room exists, small to medium size trees shall be planted twenty feet on center.
- (3) The screen shall be placed so as to obscure the view of the parking area from the public right of way.
- (c) Service / trash collection areas abutting the public right-of-way
 - (1) Shall be screened by a wall or fence five feet in height within a planting strip.



Service Screening with Landscape and Wall - Figure 6

(2) Where sufficient room exists, small to medium size trees shall be planted twenty feet on center.



(3) Gates providing access to these areas shall be constructed of 100% opaque solid materials.

(d) Screen Materials

- (1) The height of any wall, fence, or hedge shall not interfere with safe lines of sight as determined by the City of Camas decision maker.
- (2) Barbed wire, razor wire, chain link, and vinyl fencing are prohibited.
- (3) Fences and walls shall be constructed of enduring materials such as wood, masonry, and concrete.
- (4) Walls and fences shall be 100% opaque.
- (5) Wall or fence screens shall provide visual interest through the use of varied building materials, textures, reliefs, architectural details, etc.
- (6) To avoid a solid or blank appearance, 20% of the face of walls and fences shall utilize varying materials, colors, and other textures.
- (7) Screening that utilizes plant materials shall incorporate plant materials capable of reaching 100% solid <u>evergreen</u> screen within three years of planting.

6. Pedestrian and Parking Lot Surfaces

- (a) Pedestrian Surfaces
 - (1) Pedestrian surfaces *outside* of the right-of-way (private property) shall be constructed of an all weather continuous surface such as asphalt, concrete, colored concrete, pavers, etc. Granular materials such as gravel may be approved by the City of Camas decision maker.
 - (2) Pedestrian surfaces within the public right-of-way shall be concrete per the City of Camas standard sidewalk, unless otherwise reviewed by the Design Review Committee and approved by the City of Camas decision maker.
- (b) Parking Lot Surfaces
 - Parking lot surfaces shall be constructed of an all weather continuous surface (e.g. asphalt, concrete, permeable paving, bricks, interlocking pavers). Gravel and dirt surfaces are not permitted.
- (c) ADA Accessibility
 - (1) Not withstanding any section of the design standards, applicable provisions of the American with Disabilities Act (ADA) shall at all times be implemented within the area. ADA design standards shall be subject to review and approval by the Building Official and City of Camas decision maker.

E. Architectural Standards

- 1. Site Planning
 - (a) New construction shall orient the main public entrance toward the public right of way.
 - (b) Parking areas shall be located to the rear or side of the structure. Parking shall not occupy more than 10% of the project <u>frontage</u> along the public right of way. Corner lots may be allowed additional <u>frontage</u> parking (on the <u>minor side street</u>) with additional screening per review by the Design Review Committee and approval by the City of Camas decision maker. Where



possible parking areas shall be accessed from an alley, buildings should be located to provide a continuous colonnade along the public right of way. Parking requirements can be found within Title 18 CMC.

- (c) Feature areas should be incorporated to provide outdoor use areas such as sidewalk dining, sidewalk merchandising, courtyards, nooks, balconies, alcoves or terraces.
- (d) Sufficient space shall be provided for refuse storage (and required screening) outside of the public right-of-way.
- (e) The intent of these standards is not to move existing buildings.
- (f) Downspouts shall not direct water across sidewalks.
- 2. Signage
 - (a) Signage shall be per the City of Camas Sign Ordinance.
- 3. Building Façade
 - (a) Building elevations visible from the public right of way should be designed to provide architectural interest and individual character.



Example of rain protection

- (b) <u>Glazing</u> fronting the street shall be utilized on a minimum of 40%, to a maximum of 80% of the ground floor elevation abutting the public right of way. Components of Energy Smart Design should be considered where <u>glazing</u> is utilized.
- (c) <u>Rain protection</u> attached to buildings shall be provided along the public right of way consisting of a five foot width minimum cover along 90% of the building facade. The building may not cantilever into the public right-of-way to achieve <u>rain protection</u>. <u>Rain protection</u> may take the form of a canopy projection, recessed entry, overhead balcony, or combination there of.
- (d) Architectural detailing should be utilized to provide visual interest and individual character. Elevations abutting the public right or way should incorporate a high degree of architectural detailing including but not limited to the use of relief panels, <u>cornice</u> work, window trim, balconies, overlooks, nooks, alcoves, shade panels, <u>rain protection</u>, finish textures, multiple color pallets, and staggered wall sections. Detailing shall be compatible with the existing and surrounding downtown area.



Example of detailing

- (e) Building Materials shall be selected for their enduring qualities. Recycled or renewable materials should be utilized where practical. Preferred materials include natural stone, masonry, wood, architectural grade metal, architectural grade composite materials, concrete, precast concrete products, and stucco.
- (f) Materials specifically prohibited include vinyl siding and exposed plywood products. This shall not be interpreted to preclude laminated doors or the use of plywood in soffits. Materials shall be compatible with the existing and surrounding downtown area.
- (g) Roof mounted equipment shall be screened from view from the street by providing a <u>parapet</u> or cornice at least equal in height to the equipment, and by painting the equipment to match the roof. For flat roofs the <u>parapet</u> shall surround the perimeter of the building. Screening shall be compatible with rooflines and materials so that the roof lines are harmonious.
- (h) Building colors shall be chosen to be compatible with neighboring structures, and natural or earth-tone colors shall predominate.



Appendix A – Definitions

- <u>Accent lighting</u>: controlled and focused light used to accent exterior elements or architectural details.
- <u>Canopy trees</u>: a species of tree which normally bears crown foliage no lower than eight feet above ground level upon maturity.
- <u>Change in Use</u>: change in the activity or purpose for which land or premises, or a building thereon is designed, arranged, or intended, or for which it is occupied or maintained, rented or leased as determined by the City of Camas Community Development Director.
- <u>Cornice</u>: any prominent, continuous, horizontally projecting feature surmounting a wall or other construction.
- <u>Covenant</u>: an agreement, usually formal, between two or more persons to do or not do something specified.
- <u>Deciduous</u>: trees that drop all or most of their leaves in winter.
- <u>Drinking fountain</u>: a public structure to provide drinking water.
- <u>Enhanced paving</u>: any permeable or impermeable decorative pavement material intended for pedestrian or vehicular use. Examples of enhanced pavement include brick or stone pavers, grass paver, exposed aggregate concrete, and stamped pavement.
- Evergreen: trees that keep all or most of their leaves or needles year-round.
- <u>Fragrance</u>: the state or quality of having a pleasant odor.
- <u>Frontage</u>: that portion of a parcel of property which abuts a dedicated public street or highway, or private road or driveway approved by the City of Camas decision maker.
- <u>Glazing</u>: windows or transparent material on a building façade.
- <u>Groundcover</u>: natural plants of species which normally reach a height of less than two feet upon maturity, installed in such a manner so as to form a continuous cover over the ground.
- <u>Hardscape</u>: Elements added to a natural landscape, such as paving stones, paving, walkways, irrigation systems, roads, retaining walls, sculpture, street amenities, fountains, and other mechanical features.
- <u>Landscaping located on private property</u>: landscape materials located and/or installed by the property owner.
- <u>Minor side street</u>: Local streets providing direct access to abutting land and access to the higher level arterials. They offer the lowest level of mobility and usually contain no bus routes. Service to through traffic movement usually is deliberately discouraged.
- <u>Parapet</u>: a low screen wall at the edge of a balcony or roof.
- <u>Path of travel</u>: a continuous, unobstructed way of pedestrian passage by means of which an area may be approached, entered, and exited, and which connects the area to an entrance to a facility or other nearby areas.
- <u>Public art</u>: works of art in any media that has been planned and executed with the specific intention of being sited or staged in the public domain, outdoors and

accessible to all. Examples of public art could be water features, ornamental street furniture, statues, historic wall plaques, and murals.

- <u>Rain protection</u>: device or architectural detail designed to provide relief from inclement weather
- <u>Seasonal color</u>: the use of blooming annuals, flowering perennials, and tree/shrubs, and foliage color to accent landscape design with an ever-changing display of color.
- <u>Scored concrete:</u> A concrete sidewalk that is etched in a pattern (typically 30" square).
- <u>Shrubs (bushes)</u>: woody plants of relatively low height, having several stems arising from the base, and lacking a single trunk.
- <u>Site furnishings</u>: man-made articles (such as benches and trash receptacles) that are needed in public spaces to service the needs of the public, or that assist in the safe and orderly management and use of the space.
- <u>Specimen plants</u>: Specimen plants are plants grown by themselves in a lawn or garden for ornamental effect, rather than being massed with others as are bedding plants or edging plants. Specimen plants can thus serve as focal points in landscape design. An example of a specimen plant is a flowering tree that has a prominent spot reserved for it on a lawn.
- <u>Street tree</u>: Any tree planted or maintained within the public easement. All new replacements will be selected from Appendix "C" or the Camas Design Standard Manual.
- <u>Tree grate</u>: coverings for tree wells designed to provide visual accent, ADA walkable surfaces, and space for water and air infiltration. See appendix D.
- <u>Understory trees</u>: small tree such as dogwood and holly, which rarely grow tall, and grow in the shade of a larger tree's canopy.
- <u>Water feature</u>: a landscape focal point with either still or moving water; may include fountains, waterspouts, waterfalls, formal or informal ponds, bogs, or container water gardens.

Appendix B – Required Elements Matrix

Design Feature	Required Elements	Encouraged Elements
Landscape	Street trees @ 30' o.c. minimum	Seasonal color
	Multiple layers of plantings	Fragrance
	Canopy trees	Fall color
•	Understory trees	Specimen plants
	Shrubs	
	Groundcover	
	Individual character	
	Maintenance plan covenant	
	Irrigation	
	the second s	
Hardscape	ADA Accessible tree grates ¹	Benches
ł	Street lighting ²	Trash receptacle
	Public art (1% of construction cost)	Bike racks
		Drinking fountains
		Water Feature
Screening	3' wall or fence in landscape strip	
(parking lots)	Visual interest – no blank walls	
(purking low)	Medium size trees 20' o.c. minimum ³	
Screening	5' wall or fence in landscape strip	
(service / trash	Visual interest – no blank walls	
collection areas)	Medium size trees 20' o.c. minimum ⁴	
,		
	100% solid opaque gates	and the second
Private	All weather concrete or asphalt	Pavers, Colored Concrete
Pedestrian &	ADA accessibility	
Parking Surfaces	Minimum 4' pedestrian path of travel	
		1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -
Pedestrian	ADA accessibility	Meandering sidewalks with
Surfaces w/in		special concrete scoring
Public Right-of-		patterns
Way	Decorative sidewalk (e.g. scored	
	<u>concrete</u> , colored concrete, pavers, etc.)	
	Minimum 6^2 4' (48") pedestrian path	
	of travel	
Architectural /	10 % maximum parking abutting the	Parking accessed from alley
Site Planning	project frontage along the public way ⁵	
	1 protect montage atoms the phone way	
Site I faining	Main entrance oriented towards public	Building located to form

		frontage
Design Feature	Required Elements	Encouraged Elements
Architectural / Site Planning continued	40% minimum to a maximum of 80% glazing of the ground floor elevation abutting the public way	Feature areas such as courtyards, sidewalk merchandising, etc.
	5' wide rain protection attached to building along 90% of frontage ⁶	Retail or restaurants on street level.
	Roof mounted equipment screening via parapet or cornice	Office and residential units on upper floors.
	Architectural detailing compatible with the existing downtown area	
	Architectural materials compatible with the existing downtown area	
	Natural – Compatible Colors	Energy Smart design

Natural - Compatible Colors Energy Smart design
 ¹ Limited Exceptions (D.3.i).
 ² Dependent on approved light spacing (D.4.b.2).
 ³ Where sufficient room exist (D.5.b.2).
 ⁴ Where sufficient room exist (D.5.c.2).
 ⁵ Corner lots may be allowed additional frontage parking (on the minor side street) with additional screening per review and approval (E.1.b).
 ⁶ The with the street street in the street street is street in the street street in the street street in the street street in the street street is street in the street street in the street street is street in the street street in the street street is street in the street street in the street street is street in the street street in the street street is street in the street street in the street street is street in the street street in the street street is street in the street street in the street street is street in the street street in the street street street is street in the street street in the street street street is street in the street street street street in the street street street is street street.

 6 The building may not cantilever into the public right-of-way to achieve rain protection (E.3.c).

Appendix C – Street Trees

This short list of trees is commonly found within the downtown commercial core of the city. An expanded list of approved street trees is located within the *Camas Design Standard Manual* (http://www.ci.camas.wa.us/pworks/engforms.htm).

Common Name:	Scientific Name:	Cultivar:	Height (in FT)	Width (in FT)
Raywood Ash	Fraxinus oxycarpa	Raywood	40	28
Leprechaun Ash	Fraxinus pennsylvanica	Johnson	18	16
Capital Pear	Pyrus calleryana	Capital	35	12
Chanticleer Pear	Pyrus calleryana	Chanticleer	40	15
Redspire Pear	Pyrus calleryana	Redspire	35	25

Minimum 4' Planting Strip Width

Minimum 6' Planting Strip Width

(*Refer to 4' tree list for additional trees for use under power lines)

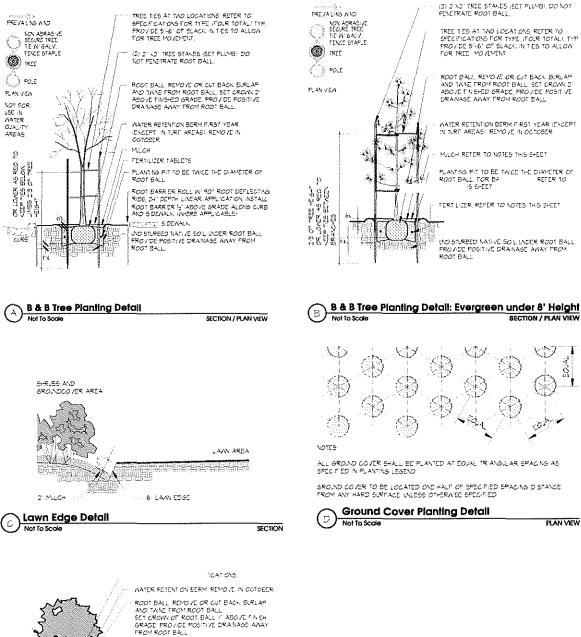
Common Name:	Scientific Name:	Cultivar:	Height (in FT)	Width (in FT)
Columnar Norway Maple	Acer platanoides	Columnar	35	15
European Hornbeam	Carpinus betulus	Fastigiata	35	25
Marshall Ash	Fraxinus pennsylvanica	Marshall	50	40
Summit Ash	Fraxinus pennsylvanica	Summit	45	25
Aristocrat Pear	Pyrus calleryana	Aristocrat	40	28
Greenspire Linden	Tilia cordata	Greenspire	40	30
Sterling Silver Linden	Tilia tomentosa	Sterling	45	35
Wireless Zelkova	Zelkova serrata	Schmidtlow	25	35
Village Green Zelkova	Zelkova serrata	Village Green	40	38

Minimum 8' Planting Strip Width

(*Refer to 4' tree list for additional trees for use under power lines)

Common Name:	Scientific Name:	Cultivar:	Height (in FT)	Width (in FT)
Crimson King Maple	Acer platanoides	Crimson King	40	35
Emerald Queen Maple	Acer platanoides	Emerald Queen	50	40
Summershade Maple	Acer platanoides	Summershade	42	40
Green Vase Zelkova	Zelkova serrata	Green Vase	50	40

Appendix D – Planting & Irrigation Details



FERT-LICER TABLETS REFER TO KOTES

2 Martin	TERSTOLER PAGETS RELEASIONORES			
	- PLANERS FIT TO BE A MAMM TAKE THE DIANETER OF ROOT DALL FOR DACKFUL MA REFER TO NOTES.			
38 or 68 to 40 to 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	NO STURBED NATI /E SO'L INDER ROOT BALL FRO / DE POSITI /E DRAMASE ANAY FROM	<u></u>		
	ROOT BALL	intended to b	hown are for reference only and are be used as a general guide. Specific project details specific to that project.	s
E & B Shrub Planting Not To Scale	Detail SECTION			
Downtown Design Manual			Page 20 of 26	

(2) 2'X2' TREE STAKES (SET FLIMB), DO NOT PENETRATE ROOT BALL,

TREE 1-ES AT TWO LOCATIONS, REFER TO SPECIFICATIONS FOR TYPE, IFOUR TOTALI, TYP PROVIDE 51-61 OF SLACK IN THES TO ALLOW FOR TREE I YO JEWENT

ROOT BALL, REMOVE OR CUT BACK BURLAP AND TAKE TROM ROOT BALL SET CROM 21 ABOVE TWISHED GRADE, PROVIDE POSITIVE DRAINAGE AWAY FROM ROOT BALL

WATER RETENTION BERM FIRST YEAR (ENCEPT IN TURE AREAS) REMOVE IN OCTOBER

MULCH REFER TO NOTES THIS SHEET

PLANTING FIT TO BE TAYOU THE DIAMETER OF ROOT BALL, FOR B4 REFER TO 19 SHEET

FERT LIZER, REFER TO NOTES THIS SHELT

(ADISTURBED NATIVE SOLL UNDER ROOT BALL FRO ADE POSITIVE DRAINASE AMAY FROM ROOT BALL

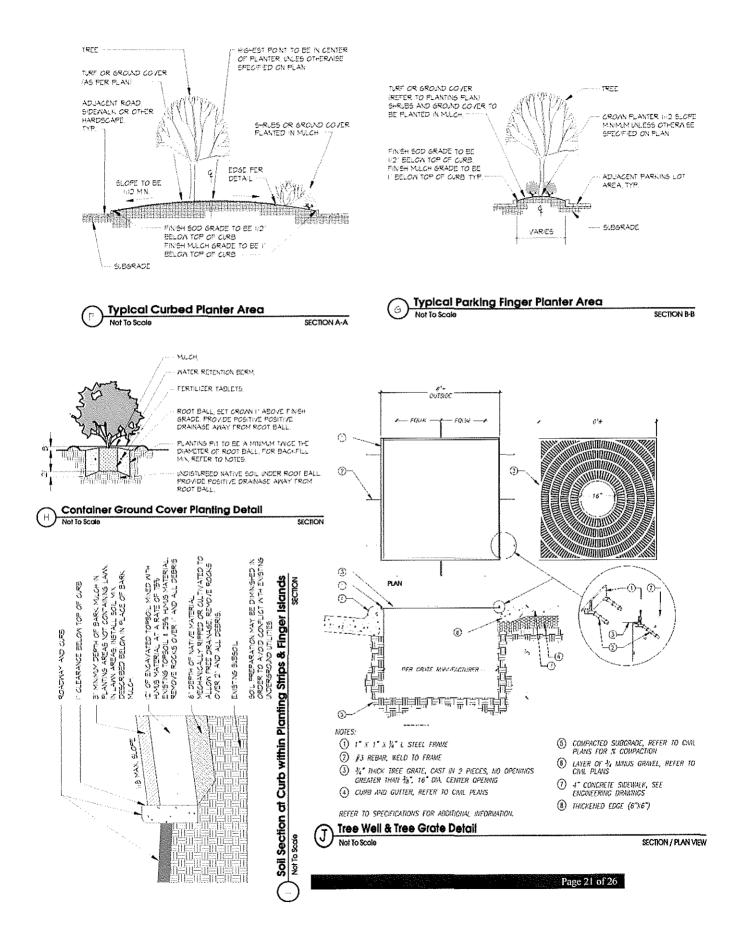
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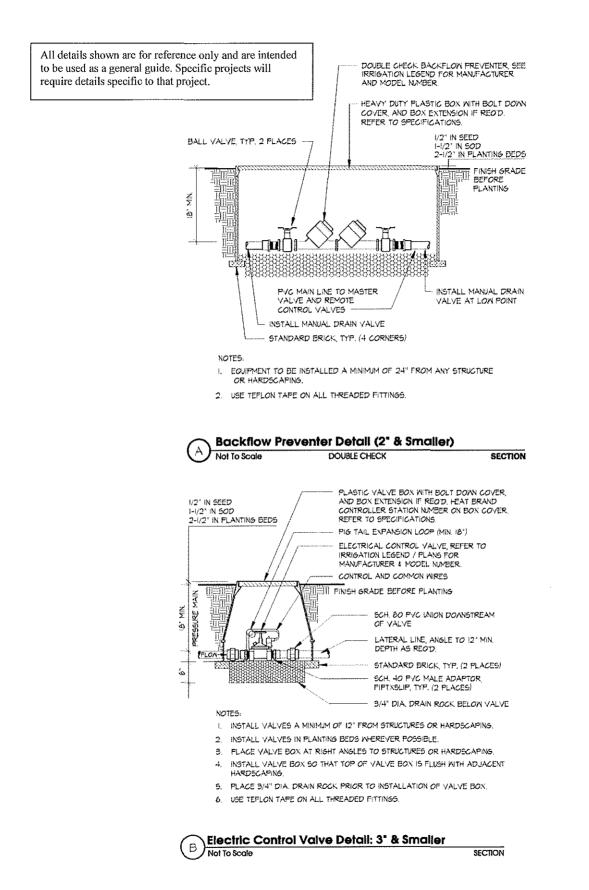
SECTION / PLAN VIEW

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PLAN VIEW

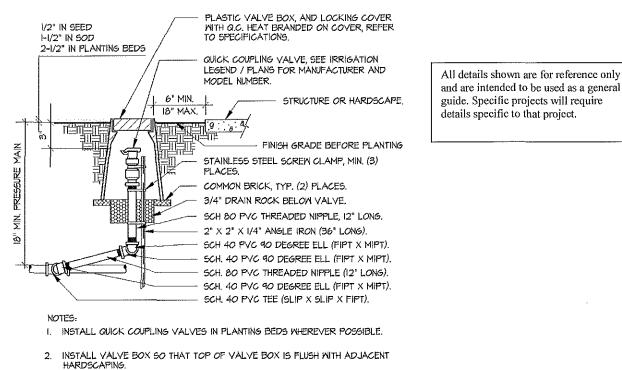
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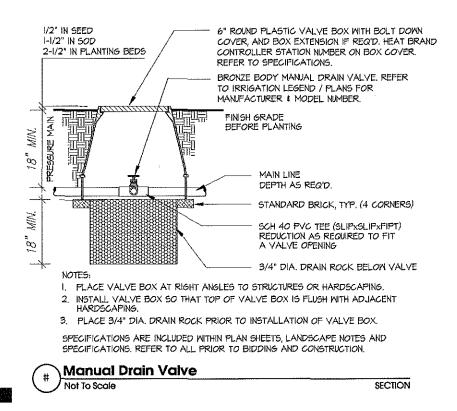


- 3. PLACE 3/4" DIA. DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.
- 4. SIZE OF ASSEMBLY TO BE EQUAL TO THE FIPT OF THE QUICK COUPLER.

SPECIFICATIONS ARE INCLUDED WITHIN PLAN SHEETS, LANDSCAPE NOTES AND SPECIFICATIONS, REFER TO ALL PRIOR TO BIDDING AND CONSTRUCTION.

Quick Coupling Valve Detail (Within Valve Box)

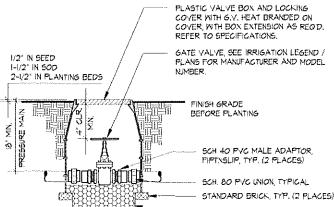
Not To Scale



SECTION

Downtown Design Manual

All details shown are for reference only and are intended to be used as a general guide. Specific projects will require details specific to that project.

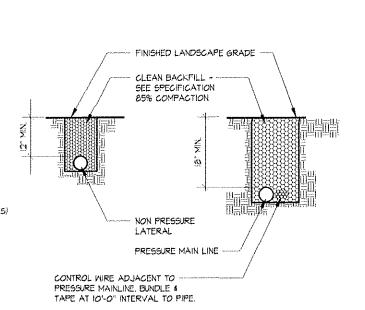


3/4" DIA, DRAIN ROCK (NOT TO EXCEED BOTTOM OF VALVEL

NOTES.

- INSTALL GATE VALVES A MINIMUM OF 12" FROM STRUCTURES OR I. HARDSCAPING.
- 2. INSTALL GATE VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
- INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH WITH ADJACENT З. HARDSCAPING.
- 4. USE TEFLON TAPE ON ALL THREADED PITTINGS.
- 5. PLACE 3/4" DIA, DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.

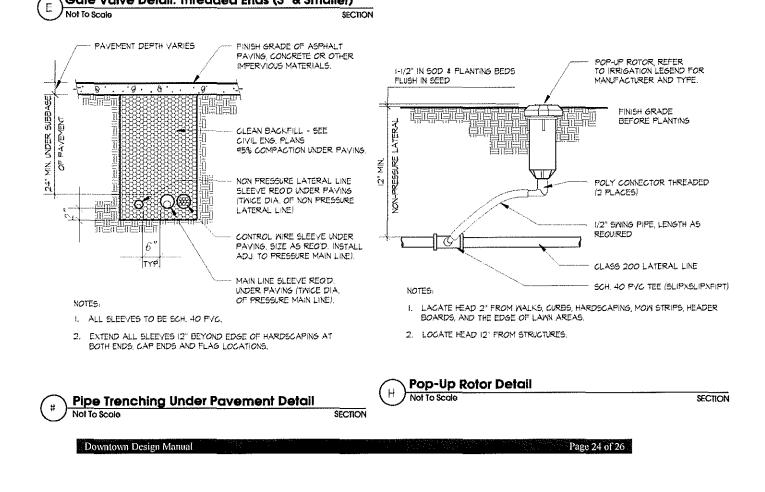
Gate Valve Detail: Threaded Ends (3" & Smaller)

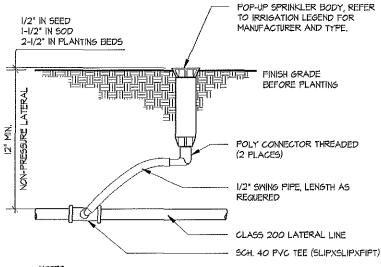


Pipe Trenching Detail (w/in Landscape Areas) Θ

SECTION

Not To Scale

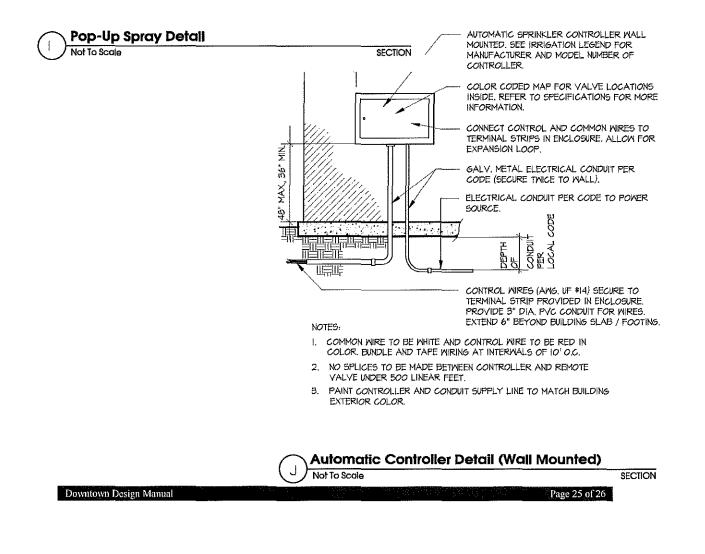




All details shown are for reference only and are intended to be used as a general guide. Specific projects will require details specific to that

NOTES:

- LOCATE HEAD 2" FROM WALKS, CURBS, HARDSCAPING, MOW STRIPS, HEADER BOARDS, AND THE EDGES OF LAWN AREAS.
- LOCATE STREAM SPRAY / BUBBLERS 6" FROM ALL STRUCTURES, AND SPRAY HEADS 12" FROM ALL STRUCTURES, BUT 6" FROM ALL STRUCTURES IN GROUND COVER AREAS.



Appendix E – Outdoor Seating Associated with a Food or Beverage Business

The City of Camas may allow outdoor seating associated with a food or beverage business subject to the following standards.

- 1. Submittal of an Encroachment Permit application to include a drawing of the table layout, circulation, barriers and spacing dimensions. The drawing shall include sidewalk width, table widths, barrier separation from inside the curbline, and distance from tree wells or other barriers.
- 2. Minimum Standards:
 - a. 48 inch cleared pedestrian sidewalk not including curb.
 - b. Encroachment not to extend beyond building limits or lease/owned space.
 - c. Barriers for areas serving alcohol shall meet standards and be a minimum of 42 inches in height with no opening greater than 10 feet along any wall.
 - d. City may allow a variation to the 48 inch standards for a distance of up to 10 feet dependent upon site constraints.
- 3. The City will require an insurance accord form with the City of Camas named as an additionally insured.

ORDINANCE NO. 2709

AN ORDINANCE granting to Georgia-Pacific Consumer Products (Camas) LLC, a Washington limited liability company, and to its successor and assigns an extension of a previously ordained franchise for an additional period of twenty-five (25) years to maintain and operate a utility tunnel beneath a portion of NE 6^{th} Avenue and an 18-inch process sewer beneath a portion of NE 6^{th} Avenue.

WHEREAS, by Ordinance No. 1833, the City of Camas granted to James River II, Inc., a twentyfive (25) year franchise to install and maintain a utility tunnel beneath a portion of NE 6^{th} Avenue and an 18-inch process sewer beneath a portion of NE 6^{th} Avenue; and

WHEREAS, said improvements have been completed; and

WHEREAS, the existing franchise granted under Ordinance No. 1833 is scheduled to expire in October 2016; and

WHEREAS, the City of Camas desires to extend the franchise for the maintenance and operation of the utility tunnel beneath a portion of NE 6^{th} Avenue and the 18-inch process sewer beneath a portion of NE 6^{th} Avenue for an additional period of twenty-five (25) years;

NOW, WHEREFORE, THE CITY COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

GRANT OF FRANCHISE

Georgia-Pacific Consumer Products (Camas) LLC, a Washington limited liability company, hereinafter referred to as the "Grantee", its successors and assigns, is hereby granted a franchise for a period of twenty-five (25) years for the purpose of operating and maintaining a utility tunnel under a portion of NE 6th Avenue and an 18-inch process sewer under a portion of NE 6th Avenue. Said utility tunnel and 18-inch process sewer is located beneath that portion of NE 6th Avenue as depicted in that certain drawing entitled "Site Work Wetlap Repulping Grading and Paving Plan" dated August 27, 1991, a copy of which is attached hereto as Exhibit "A" and by this referenced incorporated herein. Said utility tunnel and 18-inch process sewer was constructed in accordance with that certain document entitled "Secondary Fiber Utility Tunnel Plan and Sections" dated August 29, 1991, a copy of which is attached hereto in corporated herein.

Section II

NON-EXCLUSIVE GRANT

The franchise hereby granted shall not be exclusive, and the City expressly reserves the right, at any time during the term of the franchise hereby granted, to grant licenses or franchises to other persons or corporations as well as the right in its own name as a municipality, to use said streets and public places for such purpose.

Section III

MAINTENANCE

The maintenance of the aforedescribed utility tunnel and 18-inch process sewer and all appurtenances thereto shall be subject at all times to reasonable regulations by the City and shall be maintained as to interfere as little as practicable with other uses of NE 6^{th} Avenue.

Section IV

REPAIR

The Grantee shall, at its own cost and expense, promptly repair all streets and other public places in any way disturbed by the Grantee, its agents, employees, or contractors, and shall restore the same to as good a conditions as the same were prior to doing any of the work hereon.

Section V

INDEMNIFICATION

The Grantee hereby agrees and covenants to indemnify and hold the city of Camas, its officers, employees and agents, harmless against and from any and all claims and all damages, costs, and expenses to which it or they may be subjected by reason of any act or neglect of the Grantee or its agents, servants or contractors in any manner arising out of the maintenance or operation of the aforedescribed utility tunnel and 18-inch process sewer.

Section VI

RELOCATION OF IMPROVEMENTS

Nothing in this ordinance shall be deemed or construed to limit the power of the proper authorities of the City of Camas to prosecute and maintain public or local improvements. Whenever in the prosecution or maintenance of such improvements it becomes necessary or convenient as reasonably determined by the City of Camas to remove, readjust, relocate or change the utility tunnel or 18-inch process sewer of the Grantee, the same shall be done by and at the sole expense of the Grantee, its successors and assigns. Grantee agrees to work in good faith to commence any relocation as soon as reasonably possible, however, the City of Camas acknowledges that any relocation or readjustment of the utility tunnel and/or 18-inch process sewer could take between eighteen (18) months to up to three (3) years to complete. The City of Camas agrees to work in good faith with Grantee to minimize the cost of any such relocation or readjustment and to minimize any impacts on Grantee's manufacturing operations in the City of Camas.

Section VII

DEFAULT

If the Grantee shall fail to perform or comply with any of the obligations and requirements imposed by this ordinance, after the receipt of written notice from the City of Camas specifying the respect in which the Grantee is deemed to be in default hereunder, and demanding that such default be remedied within a reasonable time to be specified in such notice, the right and franchise granted hereby may be terminated and annulled by the City of Camas, after reasonable opportunity for the Grantee to be heard and appropriate determination with respect to such alleged default.

Section VIII

ASSIGNMENT

This franchise and the rights herein granted may be assigned, but no such assignment shall be of any force or effect until a copy thereof, certified as such by proper officials of the Grantee, shall be filed in the office of the City Clerk of the City of Camas, nor until the City Council of the City of Camas shall have consented to such assignment. Any successor or assignee of the Grantee must file with the City Clerk written acceptance of the rights and privileges referred hereby, and such successors or assignees' agreement to comply fully with and abide by and be bound by the terms of this ordinance and all requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of or imposed upon the Grantee hereunder.

Section IX

ACCEPTANCE

The Grantee shall forfeit and shall be deemed to have forfeited and abandoned all rights, privileges and authority conferred hereby, unless within sixty (60) days after the date this ordinance is adopted, it shall file in the office of the City Clerk, written acceptance of the rights and privileges conferred hereby, which acceptance shall contain an express undertaking by the Grantee for itself and its successor and assigns to faithfully comply with and be bound by the terms of this ordinance and all of the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of or imposed by this ordinance.

Section X

EFFECTIVE DATE

This ordinance shall take force and be in effect five (5) days from and after its publication according to law, and after acceptance by the Grantee as above provided. The Grantee shall further be required to reimburse the City of Camas for the Cost of publishing this ordinance.

PASSED by the Council and APPROVED by the Mayor this _____ day of ______, 2014.

SIGNED: ____

Mayor

ATTEST: ____

Clerk

APPROVED as to form:

City Attorney

ACCEPTANCE OF FRANCHISE

Georgia-Pacific Consumer Products (Camas) LLC, a Washington limited liability company, the Grantee of that certain franchise granted by the City of Camas by Ordinance No. 2709, does hereby consent to and accept the terms and conditions in said franchise and does hereby covenant and agree for itself, its successors and assigns, to indemnify and save harmless the City of Camas against all damages, costs and expenses whatsoever, to which said City may be subjected by reason of any act or neglect of the Grantee or its agents, servants, or contractors in any manner arising out of the construction, maintenance, or operation of the utility tunnel or the 18-inch process sewer.

DATED this _____day of ______, 2014

Georgia-Pacific Consumer Products (Camas) LLC, a Washington limited liability company

Accepted	by:	
Name:		
Title:		

I, PETER CAPELL, City Clerk of the City of Camas, certify that the attached is a true and correct copy of the City of Camas Ordinance No. 2709, being as ordinance granting to Georgia-Pacific Consumer Products (Camas) LLC, and to its successor and assigns, a franchise for a period of twenty-five (25) years to install, maintain, and operate a utility tunnel and an 18-inch process sewer in and under a portion of N.E. Sixth Avenue of the City of Camas, and that ordinance will be published according to law.

Peter Capell

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 2710

AN ORDINANCE of the City of Camas, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$10,500,000 aggregate principal amount of limited tax general obligation bonds to provide funds to acquire a pool and sports facility for a community center, make road and transportation improvements, acquire buildings and other capital improvements to City facilities and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed July 21, 2014

This document prepared by:

Foster Pepper PLLC 1111 Third Avenue, Suite 3400 Seattle, Washington 98101 (206) 447-4400

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*The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 2710

AN ORDINANCE of the City of Camas, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$10,500,000 aggregate principal amount of limited tax general obligation bonds to provide funds to acquire a pool and sports facility for a community center, make road and transportation improvements, acquire buildings and other capital improvements to City facilities and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

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

<u>Section 1.</u> <u>Definitions</u>. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) *"Authorized Denomination"* means \$5,000 or any integral multiple thereof within a maturity of a Series.

(b) *"Beneficial Owner"* means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(c) *"Bond"* means each bond issued pursuant to and for the purposes provided in this ordinance.

(d) *"Bond Counsel"* means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(e) *"Bond Fund"* means the Limited Tax General Obligation Bond Fund, 2014, of the City created for the payment of the principal of and interest on the Bonds.

(f) *"Bond Purchase Contract"* means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

(g) *"Bond Register"* means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(h) "Bond Registrar" means the Fiscal Agent, or any successor bond registrar selected by the City.

(i) "*City*" means the City of Camas, Washington, a municipal corporation duly organized and existing under the laws of the State.

(j) *"City Council"* means the legislative authority of the City, as duly and regularly constituted from time to time.

(k) *"Code"* means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(1) "DTC" means The Depository Trust Company, New York, New York, or its nominee.

(m) "Designated Representative" means the officer of the City appointed in Section 4 of this ordinance to serve as the City's designated representative in accordance with RCW 39.46.040(2).

(n) *"Final Terms"* means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(o) *"Fiscal Agent"* means the fiscal agent of the State, as the same may be designated by the State from time to time.

(p) "Government Obligations" has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(q) "Issue Date" means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(r) "*Letter of Representations*" means the Blanket Issuer Letter of Representations between the City and DTC, dated October 12, 1998, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(s) *"MSRB"* means the Municipal Securities Rulemaking Board.

(t) *"Official Statement"* means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(u) "Owner" means, without distinction, the Registered Owner and the Beneficial Owner.

(v) "Project" means the acquisition of a pool and sports facility for a community center, road and transportation projects, acquisition of buildings and other capital purposes, as deemed necessary and advisable by the City. Incidental costs incurred in connection with

carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project. The Project includes acquisition, construction and installation of all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances.

(w) "Project Fund" means the fund or funds of the City created for the purpose of carrying out the Project.

(x) *"Purchaser"* means KeyBanc Capital Markets Inc. of Seattle, Washington.

(y) *"Rating Agency"* means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(z) "*Record Date*" means the Bond Registrar's close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar's close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(aa) "*Registered Owner*" means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(bb) "Rule 15c2-12" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(cc) "SEC" means the United States Securities and Exchange Commission.

(dd) "Securities Depository" means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(ee) "Series of the Bonds" or "Series" means a series of the Bonds issued pursuant to this ordinance.

(ff) "State" means the State of Washington.

(gg) "*Term Bond*" means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Contract.

(hh) *"Undertaking"* means the undertaking to provide continuing disclosure entered into pursuant to Section 16 of this ordinance.

Section 2. <u>Findings and Determinations</u>. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of Project*. The City is in need of a pool and sports facility for a community center, road and transportation projects and other capital improvements. The City Council therefore finds that it is in the best interests of the City to carry out the Project.

(b) *Plan of Financing.* Pursuant to applicable law, including without limitation chapters 35.37, 35.40, 39.44, 39.46 and 39.52 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project. The total expected cost of the Project is approximately \$9,600,000, which is expected to be made up of proceeds of the Bonds, and other available money of the City.

(c) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$10,500,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

(1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2014 is \$2,575,083,055.

(2) As of April 1, 2014, the City has limited tax general obligation indebtedness, consisting of leases and conditional sales contracts outstanding in the principal amount of \$8,953,027, which is incurred within the limit of up to $1\frac{1}{2}$ % of the value of the taxable property within the City permitted for general municipal purposes without a vote. In addition, the City approved a line of credit in June 2014 in the maximum amount of not to exceed \$7,000,000.

(3) As of April 1, 2014, the City has unlimited tax general obligation indebtedness for capital purposes only outstanding in the principal amount of \$3,787,000. The indebtedness described in this paragraph has been incurred with the approval of the requisite proportion of the City's qualified voters at an election meeting the minimum turnout requirements, within the limit of up to $2\frac{1}{2}\%$ of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax general obligation indebtedness), $2\frac{1}{2}\%$ for utility purposes and $2\frac{1}{2}\%$ for open space, parks and economic development purposes.

(d) *The Bonds.* For the purpose of providing the funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Contract as approved by the City's Designated Representative consistent with this ordinance.

<u>Section 3.</u> <u>Authorization of Bonds</u>. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more Series in aggregate principal amount not to exceed \$10,500,000 to provide funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bonds. The proceeds of the Bonds allocated to paying the cost of the Project shall be deposited as set forth in Section 8 of this ordinance and shall be used to carry out the Project, or a portion of the Project, in such order of time as the City determines is advisable and practicable.

Section 4. Description of Bonds; Appointment of Designated Representative. The City's Finance Director, or the City Administrator in her absence, is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the

manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the following parameters:

(a) The Bonds may be issued in one or more Series, and the aggregate principal amount of the Bonds shall not exceed \$10,500,000;

(b) One or more rates of interest may be fixed for the Bonds as long as no rate of interest for any maturity of the Bonds exceeds 6.00%;

(c) The true interest cost to the City for each Series of Bonds does not exceed 5.00%;

(d) The aggregate purchase price for each Series of Bonds shall not be less than 98% of the aggregate stated principal amount of the Bonds, excluding any original issue discount;

(e) The Bonds may be issued subject to optional and mandatory redemption provisions; and

(f) The Bonds shall be dated as of the date of their delivery, which date and time for the issuance and delivery of the Bonds is not later than December 1, 2015.

In addition, a Series of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

In determining the number of series, the series designations, final principal amounts, date of the Bonds, denominations, interest rates, payment dates, redemption provisions, tax status, and maturity dates for the Bonds, the Designated Representative, in consultation with other City officials and staff and advisors, shall take into account those factors that, in her judgment, will result in the lowest true interest cost on the Bonds to their maturity, including, but not limited to current financial market conditions and current interest rates for obligations comparable to the Bonds.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds*. Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties

under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) Bond Register; Transfer and Exchange. The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) Securities Depository; Book-Entry Only Form. DTC is appointed as initial Securities Depository. Each Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is

authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication*. Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate Of Authentication. This Bond is one of the fully registered City of Camas, Washington, Limited Tax General Obligation Bonds, 2014." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

<u>Section 7.</u> <u>Payment of Bonds.</u> Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Fund.* The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. Bond proceeds in excess of the amounts needed to pay the costs of the Project and the costs of issuance, if any, shall be deposited into the Bond Fund. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

(b) *Project Fund*. The Project Fund is created as a fund of the City for the purpose of paying the costs of the Project. Proceeds received from the sale and delivery of the Bonds shall be deposited into the Project Fund and used to pay the costs of the Project and costs of issuance of the Bonds. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the Project Fund and used for the purposes of that fund, except that earnings subject to a federal tax or rebate requirement

(if applicable) may be withdrawn from the Project Fund and used for those tax or rebate purposes.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption*. The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Contract, consistent with the parameters set forth in Section 4.

(b) *Mandatory Redemption*. Each Bond that is designated as a Term Bond in the Bond Purchase Contract, consistent with the parameters set forth in Section 4 and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Contract. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) Selection of Bonds for Redemption; Partial Redemption. If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) Notice of Redemption. Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) Rescission of Optional Redemption Notice. In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption*. Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

<u>Section 10</u>. <u>Failure To Pay Bonds</u>. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

<u>Section 11</u>. <u>Pledge of Taxes</u>. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, including the real estate excise tax ("REET") and transportation impact fees for a portion of the road and transportation Projects and fee revenue and REET for a portion of the community center Projects, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. <u>Tax Covenants; Designation of Bonds as "Qualified Tax Exempt</u> <u>Obligations."</u>

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148

of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance*. The Finance Director is authorized and directed to adopt and implement the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) Designation of Bonds as "Qualified Tax-Exempt Obligations." A Series of the Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

(1) the Series does not constitute "private activity bonds" within the meaning of Section 141 of the Code;

(2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and

(3) the amount of tax-exempt obligations, including the Series, designated by the City as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Refunding or Defeasance of the Bonds. The City may issue refunding Section 13. bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 14. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale to the Purchaser based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. The Bond Purchase Contract for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Contract on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance. In determining the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Preparation, Execution and Delivery of the Bonds*. The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Contract, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 15. Official Statement.

(a) Preliminary Official Statement Deemed Final. The Designated Representative shall review and, if acceptable to her, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) Approval of Final Official Statement. The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

Section 16. Undertaking to Provide Continuing Disclosure. To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written undertaking (the "Undertaking") for the benefit of holders of the Bonds:

(a) <u>Undertaking to Provide Annual Financial Information and Notice of Listed</u> <u>Events</u>. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB: (1) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) ("annual financial information");

(2)Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (A) principal and interest payment delinquencies; (B) non-payment related defaults, if material; (C) unscheduled draws on debt service reserves reflecting financial difficulties; (D) unscheduled draws on credit enhancements reflecting financial difficulties; (E) substitution of credit or liquidity providers, or their failure to perform; (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (G) modifications to rights of holders of the Bonds, if material; (H) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (I) defeasances; (J) release, substitution, or sale of property securing repayment of the Bonds, if material; (K) rating changes; (L) bankruptcy, insolvency, receivership or similar event of the City, as such "Bankruptcy Events" are defined in Rule 15c2-12; (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(3) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) <u>Type of Annual Financial Information Undertaken to be Provided</u>. The annual financial information that the City undertakes to provide in paragraph (a):

(1) Shall consist of (A) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (B) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (C) assessed valuation for that fiscal year; and (D) regular property tax levy rate and regular property tax levy rate limit for the fiscal year;

(2) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2014; and

(3) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) <u>Amendment of Undertaking</u>. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) <u>Beneficiaries</u>. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) <u>Termination of Undertaking</u>. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) <u>Remedy for Failure to Comply with Undertaking</u>. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute an event of default. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) <u>Designation of Official Responsible to Administer Undertaking</u>. The Finance Director or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

(1) Preparing and filing the annual financial information undertaken to be provided;

(2) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;

(3) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

(4) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and

(5) Effecting any necessary amendment of this undertaking.

<u>Section 17</u>. <u>Supplemental and Amendatory Ordinances</u>. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

<u>Section 18</u>. <u>General Authorization and Ratification</u>. The Mayor, City Administrator, Finance Director and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

<u>Section 19</u>. <u>Severability</u>. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

<u>Section 20</u>. <u>Effective Date of Ordinance</u>. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Camas, Washington, at an open public meeting thereof, this 21st day of July, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

CERTIFICATION

I, the undersigned, City Clerk of the City of Camas, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 2701 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on July 21, 2014, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is July 29, 2014.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2014.

CITY OF CAMAS, WASHINGTON

City Clerk

AGREEMENT BETWEEN

the

CITY OF CAMAS

and the

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 2444

January 1, 2014- December 31, 2016

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AGREEMENT BETWEEN

the

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, Division Chief/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 -TRADES

- 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 response 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 $(1 \frac{1}{2})$ 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 <u>Overtime Twenty-four (24) hour Shift Personnel.</u> All hours worked 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 base rate of pay.
- 4.10 <u>Overtime Forty (40) Hour Daytime Personnel</u>. All hours worked 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 base rate of pay.

- 4.11 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.
- 4.12 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.
- 4.13 The maximum consecutive hours an employee may work is 60. This is inclusive of <u>any</u> hours worked, including trades or overtime. If an employee works 60 consecutive hours, they are required to have a minimum of 12 consecutive hours off duty before they can return to work. Any schedule adjustment request or offering of overtime by the employee that would exceed 60 consecutive hours worked shall be denied. Exceptions may be made for major incidents, wildland mobilization, calls that extend through shift change, and natural disasters that require the call back of personnel.
- 4.14 All training to maintain medical certifications that are a requirement of employment in a job classification is work and shall be compensated consistent with this collective bargaining agreement. The employer shall provide employees with the classes and training opportunities to maintain the required medical certifications consistent with the employees job classification. It is the responsibility of the employee to maintain medical certifications that are a requirement of employment. The required certifications shall be those mandated by the Washington State Department of Health and the Clark County Medical Protocol Director to perform in the capacity of the employee's job classification.

Paramedic personnel shall receive time and one-half $(1\frac{1}{2})$ pay for all required classes to maintain paramedic certification in Clark County taken while not on duty during a regularly scheduled shift. 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. Those requirements shall be determined by the County Medical Program Director.

4.15 An employee may elect to accrue compensatory time in lieu of overtime at the same rate. An employee may bank up to a maximum of one hundred forty-four (144) hours. Accrued compensatory time off shall be scheduled in the same manner as accrued vacation. 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. Use of compensatory time will be authorized consistent with Article 4.21 of this CBA and additional requests for use may be denied unless specifically allowed in the FLSA.

- 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.
- 4.18 All overtime distinct from continuing beyond the completion of normal shift time shall be compensated at a minimum of two (2) hours at the overtime rate of pay.
- 4.19 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 work 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.

- 4.20 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.
- 4.21 Minimum staffing and leave opportunity for the Camas-Washougal Fire Department shall be as follows:

11 Line positions

- A minimum of three (3) Captains or Acting Captains
- A minimum of four (4) county certified lead paramedics
- A minimum of one (1) Battalion Chief or Acting Battalion Chief

'Leave Slots' shall allow for three (3) line positions to be off shift through any combination of vacation, holiday leave, compensatory time, or Kelly day trade.

Additionally, one (1) position may be off using only compensatory time as defined in Article 4.15.

4.22 Vacancies are any position in the schedule that needs to be filled to maintain minimum staffing requirement of Article 4.21 of this CBA.

Battalion Chief vacancies caused by Kelly day or flex time will be covered by moving up an Acting Battalion Chief (ABC) qualified line personnel currently on duty. If moving up an ABC creates overtime (OT), vacancies will be filled from the OT box. If there is no ABC qualified line personnel on duty, Battalion Chiefs (BC)s will have the right of first refusal. If unable to hire a BC, then ABC qualified personnel will be offered OT per order of the OT box. If unable to fill the vacancy with an ABC then mandatory OT will hold the person filling the BC position prior to the vacancy.

BC's will have the right of first refusal for vacancies in the BC position not associated with a Kelly day or Flex time. If unable to fill the vacancy with a BC, an ABC on duty will be moved up and the OT will be filled from the OT box. If no ABC is available on duty, OT will be offered to ABC's per order of the OT box. If unable to fill the vacancy with an ABC then mandatory OT will hold for the person filling the BC position prior to the vacancy.

Captain vacancies will be filled by moving up an AC qualified line personnel on the schedule. If this creates OT, the vacancy will be hired from the OT Box. If there is no AC qualified line personnel on the schedule, rated Captains will have the right of first refusal per order in the OT Box. If no rated Captain is available then OT will be offered to AC qualified per order in the OT Box.

Non-officer vacancies will be filled by order of the OT Box.

- 4.23 Employee for employee trades shall be allowed. Each member of the bargaining unit can exchange shifts with other members when the change does not reduce department staffing below that defined in Article 4.21 of this CBA.
- 4.24 Kelly day trades shall be allowed. Each member of the bargaining unit can exchange their scheduled twenty four (24) hour Kelly day for a scheduled twenty-four (24) hour shift within the established twenty one (21) day FLSA work period. A Kelly day trade shall occupy a leave slot as defined in Article 4.21 of this CBA.
- 4.25 Each member of the bargaining unit may voluntarily exchange a scheduled twenty four (24) hour shift with another twenty four (24) hour shift on a different platoon without an individual being assigned to work in their place. Self-trades may be denied unless the trade eliminates any need for additional personnel on overtime to meet minimum staffing requirements at the time of request. Self-trade requests shall not be made earlier than two (2) weeks prior to the 'traded from' day. The requested 'traded to' day must fall within one week of the 'traded from' day and be within the same FLSA work period.

- 4.26 Trade opportunities established in Articles 4.23-4.25 of this CBA 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.
- 4.27 The FLSA period shall commence on any 'B' shift Monday and shall be a 21 day period.

ARTICLE 5 - HOLIDAY COMPENSATION - TIME OFF

- 5.1 All probationary shift employees will be advanced the combined total of holiday time off hours from date of hire through the end of the calendar year at the rate of 8.67 hours per month. 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 advanced one hundred four (104) hours of holiday time off at the beginning of each year in lieu of holidays.
- 5.3 Employees may cash out any amount of banked holiday time at the straight time rate anytime during the calendar year. Cashed out holiday time off will be remitted on the payday of the same pay period in which it was requested so long as it is requested prior to payroll cutoff.
- 5.4 Any accrued holiday time off not used by the end of the December pay period of each year, shall be transferred hour for hour to the employee's vacation bank.
- 5.5 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.
- 5.6 When an employee gives notice of separation from employment for any reason, the amount of holiday time off 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 time off 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.
- 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 granted 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 accrual may be carried over to the following year. Any accrued vacation time beyond the maximum at the end of December pay period shall be cashed out at straight time unless retention is authorized by the employer. Vacation hours cashed out in accordance with this paragraph shall not apply to or be restricted by Article 6.4 of this CBA.

In lieu of a cashout, the employee may transfer hours in excess of the maximum to compensatory hours earned. Transfers will be hour for hour and will not exceed the maximum one hundred forty four (144) compensatory hours per Article 4.15.

- 6.4 Employees may cashout up to 200 hours annually of accumulated vacation time at the straight time rate. Any request to cashout vacation time beyond a department accumulated total of one hundred thousand dollars (\$100,000) within a calendar year shall be at the discretion of the chief or designee.
- 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 accrue the benefit of vacation with pay consistent with the following chart:

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 provide employees with paid sick leave earned at eighteen (18) hours per month and will accrue 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 or have added to their vacation bank 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 or have added to their vacation bank 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 <u>Federal Family Medical Leave</u>

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 inpatient 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 <u>Washington State Family Leave</u>

An employee is entitled to twelve (12) workweeks of family leave during any twentyfour 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 7 sick leave guidelines apply to this leave.

- 10.9 <u>Washington State Family Care Rules</u> 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 department activities or events 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 Camas Fire Department, Washougal Fire Department and Camas-Washougal Fire 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 Employees of the bargaining unit shall have the option of enrolling themselves and their eligible dependents into the Northwest Firefighters Medical Benefits Trust (NWFFT) Plan \$100, NWFFT Plan \$1500 HDHP (effective January 1, 2015) or Kaiser Plan B for health insurance.
- 13.2 Employees of the bargaining unit shall be transitioned from the AWC Benefit Trust to the NWFFT as soon as possible after the signing of this contract, providing appropriate notice to both trusts. Effective with that transition, all employees currently enrolled in Regence Blue Shield HealthFirst through the AWC Trust shall be enrolled in the NWFFT/Regence Blue Shield Plan \$100. This article is no longer applicable upon completion of the transition of the employees. Until such time, coverage will not be interrupted.
- 13.3 Effective January 1, 2015, employees have the additional option of enrolling in the NWFFT/Regence Blue Shield Plan \$1500 (HDHP). Each employee that participates in the plan shall receive an additional contribution, provided by the City, into a Voluntary Employee Beneficiary Association (VEBA) account administered through Benefit Plans Administrative Services, Inc. (BPAS) at the following amount:
 - Employee only- \$2200/annually (paid in January)
 - Family- \$4200/annually (paid in January)
- 13.4 Employees may select from any of the plans being offered by the City during the open enrollment period each year (November) for the plan change to take effect in January of the following year.
- 13.5 The City will pay the premiums for medical coverage for the member's choice of medical plans as follows:
 - Employee coverage: 100%
 - Dependent(s) coverage: 90% (Employees shall pay, through pre-tax payroll deduction, 10% of total premium cost.)
- 13.6 The employer agrees to pay 100% of the premiums for Moda Health/Delta Dental of Alaska PPO 1500 administered by Benefit Solutions, Inc (BSI) for employee and dependent dental coverage for employees enrolled in NWFFT medical plans.

The employer agrees to pay 100% of the premiums for Delta Dental Plan F and VSP (administered by AWC) for employee and dependent dental and vision coverage for employees enrolled in Kaiser medical coverage.

13.7 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).

- 13.8 The Employer shall inform the Union of new premium rates each year as soon as possible.
- 13.9 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.
- 13.10 The Employer shall make pension contributions required to the LEOFF II state pension act.
- 13.11 Employees and their eligible dependents shall be assured pool passes for the municipal swimming pool.
- 13.12 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. Retirees are not eligible for the HDHP/VEBA option outlined above in Article 13.4.
- 13.13 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.
- 13.14 Members of the bargaining group may participate in the City's Dual Insurance Incentive Program.

ARTICLE 14 – UNIFORM & EQUIPMENT

- 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 be responsible for cleaning and replacing worn, damaged or incorrectly sized issued uniform items.

ARTICLE 15 - DISCIPLINARY PROCEDURES

- 15.1 The employer has the right to discipline employees for violations or charges inclusive of those set forth in Civil Service rules and regulations. The employee shall only be disciplined for and with just cause. 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 reprimand,
 (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 specified period of time, (4) suspension without pay, and (5) discharge.
- 15.3 Prior to the imposition of discipline the employee shall be informed of the alleged violation and be provided a copy of relevant documents the employer has regarding the alleged violation that may exist.
- 15.4 In the case of potential suspension without pay or discharge the employer shall hold a pre-disciplinary hearing no sooner than ten (10) calendar days not including Saturday, Sunday or City observed holidays 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 all discipline the employee will be given an opportunity to explain their side before the reprimand is finalized.
- 15.5 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.
- 15.6 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 owned 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) calendar days not including Saturday, Sunday or City observed holidays 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.
- 15.7 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.
- 15.8 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 disciplinary document may be placed in the personnel file without the employee having been first notified of the document, given a copy of the document, and a copy of the document delivered 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.

- 15.9 Verbal reprimands shall be documented. Verbal and 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.
- 15.10 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.
- 15.11 The disciplinary procedure herein in no way intends to limit the supervisor's ability to council or coach subordinates. Subordinate counseling or coaching are predisciplinary corrective actions that are intended to assist the employee in identifying and correcting workplace deficiencies.

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) calendar days excluding Saturday, Sunday and City observed holidays 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) calendar days excluding Saturday, Sunday and City observed holidays from the date of the discipline], must be initiated under the grievance procedure within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays 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:

<u>Step 1</u>: 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) calendar days excluding Saturday, Sunday and City observed holidays.

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)

<u>Step 2</u>: 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) calendar days excluding the day of filing, Saturday, Sunday and City observed holidays 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) calendar days excluding Saturday, Sunday and City observed holidays from the end of the hearing.

The Union may appeal an adverse decision of the City Administrator to a Step 3: 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 excluding Saturday, Sunday and City observed holidays of the City Administrator's decision. Within ten (10) calendar days excluding Saturday, Sunday and City observed holidays 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 excluding Saturday, Sunday and City observed holidays 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 excluding Saturday, Sunday and City observed holidays of the end 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, slowdown, 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 at every fire station 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 and both parties shall comply with discrimination categories as defined by state and federal law.
- 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, 2014, all employees in the bargaining unit will receive an adjustment to reflect the decompressing of the pay schedule created by merger ILA as well as an adjustment to reinstitute a 20% differential distributed evenly across the six steps. Additionally, all employees in the bargaining unit will receive a 1.25% increase in base pay. These adjustments shall constitute an increase in base pay as defined in Exhibit A.

Effective January 1, 2015, all employees in the bargaining unit will receive a 3% increase in base pay.

Effective January 1, 2016, all employees in the bargaining unit will receive a 3% increase in base pay.

The provisions outlined above shall be outlined in Exhibit A.

- 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 <u>Promotional Process for Fire Captain</u> Eligible candidates shall have four (4) years of line service within the Camas, Washougal, or Camas Washougal Fire Department at the firefighter or firefighter paramedic grade.
- 22.12 Promotional Process for Battalion Chief Eligible candidates shall have a minimum of four (4) years of line service within the Camas, Washougal, or Camas Washougal Fire Department at the captain or Paramedic Captain grade.
- 22.13 Longevity pay will be administered each pay period and will be based on total years of service with the City and added to base pay. To be eligible, the member must be at the top step of his/her respective pay range and have the following years of service:

June 1 2015- May 31, 2016:

Upon starting 10 years	1% of base pay
Upon starting 15 years	1.25% of base pay
Upon starting 20+ years	1.5% of base pay

From June 1, 2016:	
Upon starting 10 years	1.5% of base pay
Upon starting 15 years	1.75% of base pay
Upon starting 20+ years	2.0% of base pay

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.

If, during the course of regular shift hours, an employee is required to move from one location or fire station to another location or fire station, the employee may use their personal vehicle and shall be due mileage reimbursement at the current rate utilized by the city.

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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

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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.

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 employer agrees to pay the cost of fitness center, gym, workout, etc. membership fees for off duty use up to \$25 (twenty-five dollars) per employee per month. Payment will be made as a reimbursement upon proof of membership. Proof of membership shall be defined as a receipt or verification of payment, provided to the facility for the previous calendar year. Proof shall be submitted annually, in October for the entire year or any part of the previous year. In the event that there is a question as to whether the facility complies with this article, a committee of 2 Employer and 2 Union appointees shall meet and determine the applicability.

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 Medical Expense Retirement Plan administered by Benefit Solutions, Inc. 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. 40 hour personnel shall work regularly scheduled shifts.

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, 2014, until December 31, 2016.

CITY OF CAMAS, WASHINGTON

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 2444

By:	By:
Scott Higgins, Mayor	By: Kevin Bergstrom, Negotiations Chair
Date:	Date:
Ву:	By:
Peter Capell, City Administrator	Adam Brice, President
Date:	Date:

EXHIBIT A

Wage schedules

Effective January 1, 2014

Adjusted to retain 20% differential between step 1 and the final step and to reflect ILA compression removal and an additional 1.25% Increase

	1	2	3	4	5	6
Battalion Chief	7311	7583	7865	8157	8460	8774
Paramedic Captain	6789	7041	7303	7574	7856	8148
Captain	6267	6500	6741	6992	7251	7521
Deputy Fire Marshal	6267	6500	6741	6992	7251	7521
Firefighter/Paramedic	5745	5958	6179	6409	6647	6894
Firefighter	5222	5416	5618	5826	6043	6267

Effective January 1, 2015

	1	2	3	4	5	6
Battalion Chief	7531	781 1 `	8101	8402	8714	9038
Paramedic Captain	6993	7253	7522	7802	8091	8392
Captain	6455	6695	6943	7201	7469	7746
Deputy Fire Marshal	6455	6695	6943	7201	7469	7746
Firefighter/Paramedic	5917	6137	6365	6601	6847	7101
Firefighter	5379	5579	5786	6001	6224	6455

Effective January 1, 2016

3% increase

	1	2	3	4	5	6
Battalion Chief	7757	8045	8344	8654	8975	9309
Paramedic Captain	7203	7470	7748	8036	8334	8644
Captain	6649	6896	7152	7417	7693	7979
Deputy Fire Marshal	6649	6896	7152	7417	7693	7979
Firefighter/Paramedic	6095	6321	6556	6799	7052	7314
Firefighter	5541	5746	5960	6181	6411	6649

*In the event that the parties utilize a CPI index, 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:

12 X Monthly Salary 2496 Hours

EXHIBIT B

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

Firefighter100%Firefighter/Paramedic110%Fire Captain and Deputy Fire Marshal120%Paramedic Captain130%Battalion Chief140%

Additionally, a 20% differential shall be maintained between step one and the top step, divided evenly over the duration of the steps.

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