



## **CITY COUNCIL REGULAR MEETING AGENDA**

**Monday, May 7, 2018, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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NOTE: For public comment; state name and address; limit is 3 minutes. Hand written comments to the Clerk. Special instructions will be provided for public hearings or a quasi-judicial matters.

### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE**

### **III. ROLL CALL**

### **IV. PUBLIC COMMENTS**

### **V. CONSENT AGENDA**

- A. Approve the April 16, 2018 Council Regular and Workshop meeting minutes, and the minutes of the April 23, 2018 Special Meeting.

 [April 16, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)

[April 16, 2018 Camas City Council Regular Meeting Agenda](#)

[April 23, 2018 Camas City Council Special Meeting Minutes - Draft](#)

- B. Approve the automated clearing house and claim checks as approved by the Finance Committee.

- C. Approve the Final Plat for Belz Place Subdivision Phase 2, which includes 55 lots. Belz Place Phase 2 is the last phase of a subdivision that received preliminary plat approval on July 10, 2006. (Submitted by Sarah Fox)

 [Staff Report for Belz Place Phase 2](#)

[Belz Place - page 1](#)

[Belz Place - page 2](#)

[Belz Place - page 3](#)

- D. Approve the Final Plat for The Hills at Round Lake Planned Residential Development (PRD) Phases 12 and 13, which includes 41 lots. The Hills at Round Lake Phases 12 and 13 are the last phases of a PRD that received master plan approval on October 4, 2010. (Submitted by Sarah Fox)

 [Hills at Round Lake Phases 12 & 13 Staff Report](#)

[Final Plat Phases 12 & 13](#)

- E. Award the 2018 Well 17 Development (Test Well) to Hokkaido Drilling, Inc. in the amount of \$185,472.40. This project has been budgeted in the 2018 Water/Sewer Fund and those funds are available to complete this project. (Submitted by Sam

Adams)

 [Well 17 Bid Submittal Hokkaido Drilling](#)

- F. Authorize the write-off of the April 2018 Emergency Medical Services (EMS) billings in the amount of \$124,708.32. 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 Pam O'Brien)

NOTE: Consent Agenda items may be removed for general discussion or action.


## **VI. NON-AGENDA ITEMS**

- A. Staff
- B. Council

## **VII. MAYOR**

- A. Announcements
- B. 2018 Citizen Appointments  
 [2018 Citizen Appointments](#)
- C. Taiwanese American Heritage Week Proclamation  
 [Taiwanese American Heritage Week Proclamation](#)
- D. Mayor's Volunteer Spirit Award - March  
 [March 2018 Ed Bergstrom](#)

## **VIII. MEETING ITEMS**

- A. Collective Bargaining Agreement Between the City of Camas and the International Association of Fire Fighters (IAFF) Local #2444  
Details: The collective bargaining agreement between the City and the IAFF is for a three-year period beginning January 1, 2017, and ending December 31, 2019. This item was previously discussed with Council and has been the subject of closed sessions. The IAFF has ratified the labor agreement.  
Presenter: Jennifer Gorsuch, Administrative Services Director  
Recommended Action: Staff recommends Council ratify the agreement and authorize the Mayor and City Administrator to sign the agreement.  
 [IAFF 2017-2019 Collective Bargaining Agreement](#)

## **IX. PUBLIC COMMENTS**

## **X. EXECUTIVE SESSION**

- A. Executive Session - Property Acquisition (RCW 42.30.110)

## **XI. ADJOURNMENT**

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Monday, April 16, 2018, 4:30 PM**  
**City Hall, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

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

**II. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Deanna Rusch, Melissa Smith and Shannon Turk

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, Pete Capell, Cliff Free, Mitch Lackey, Robert Maul, Randy Miller, Ron Schumacher, Nick Swinhart, Steve Wall and Alicia Pacheco (intern)

Press: Kelly Moyer, Camas-Washougal Post-Record

**III. PUBLIC COMMENTS**

No one from the public wished to speak.

**IV. WORKSHOP TOPICS**

**A. Downtown Camas Association (DCA) Update**

Details: DCA representatives provided a DCA activities update to Council.

Presenter: Carrie Schulstad, Executive Director and Caroline Mercury, Board President

 [Update to Council 2018](#)

[2018 Goals and Work Plan](#)

[Strategies and Actions Matrix 2018](#)

Schulstad and Mercury provided an overview of current DCA activities.

**B. Form of Government Committee Update**

Details: The Form of Government Committee has met four times, including this morning. The Chair of the Committee updated the Council about the progress made to date.

Presenter: Nan Henriksen, Chair, Form of Government Committee

Henriksen provided an update to Council about the Form of Government Committee.

**C. Fire Department Level of Service Presentation**

Details: In preparation for the 2019-2020 Budget process, Department Heads have

been providing Level of Service presentations for Council Workshop meetings. Attached is the Camas-Washougal Fire Department's Level of Service presentation. Presenter: Nick Swinhart, Fire Chief

 [Fire Level of Service Presentation](#)

Swinhart provided an overview of the Level of Service for the Camas-Washougal Fire Department.

D. Well 17 and Drinking Water Source Review

Details: The City's draft Water System Plan Update identifies the need to have an additional water source(s) online by 2021 to serve new development. Staff has been working on site selection and options for Well 17 for a number of years and has recently received bids to drill a test well. Staff reviewed the context and background information relative to the Well 17 Project and discussed other potential water source options that are identified in the draft Water System Plan Update.

Presenter: Steve Wall, Public Works Director and Sam Adams, Utilities Manager

 [Drinking Water Source Analysis Presentation](#)

Wall and Adams provided Council an overview of future drinking water well options.

E. North Shore Waterline Proposed Latecomer Agreement

Details: Working with the City, the Camas School District (CSD) completed waterline improvements on NE Leadbetter Road between N Adams Street and NE 9th Street. The waterline improvements were designed and constructed as part of the North Shore Sewer Transmission Project, but primarily paid for by CSD and will benefit parcels on the north side of Lacamas Lake that are currently undeveloped. In accordance with Revised Code of Washington (RCW) Chapter 35.91, the CSD has requested to enter into a Latecomer Agreement with the City. Staff reviewed the draft agreement, latecomer charge methodology and the proposed latecomer agreement approval process with Council.

Presenter: Steve Wall, Public Works Director and Heidi Rosenberg, CSD Capital Programs Director

 [CSD Latecomer Request for Leadbetter Road Waterline](#)  
[CSD Waterline DRAFT Latecomer Agreement](#)

Wall provided an overview to Council regarding the proposed North Shore Waterline Latecomer Agreement; Council is in support of staff's latecomer charges methodology as presented.

F. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall updated Council regarding the pump station mechanical failure over the weekend.



G. Community Development Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director

Bourquin updated Council about the annual Comprehensive Plan amendments, the tree grant the City received, and the formation of a City internal Communications Committee. Bourquin also informed Council about the Polish City Sister delegation visit.

H. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Pete Capell, City Administrator

Capell announced the Polish delegation reception on April 27, 2018, at 5:30 p.m. at Lacamas Lodge. He stated that he met with the new District Court administrator and was informed of upcoming staffing changes. Capell updated Council on the status of current labor negotiations.

**V. COUNCIL COMMENTS AND REPORTS**

Hogan attended the Administrative Committee and commented about DCA's First Friday event featuring former Mayor of Camas Nan Henriksen's Camas development history.

Anderson attended the Administrative Committee.

Carter attended the DCA and Library Board of Trustees meetings.

**VI. PUBLIC COMMENTS**

The following individuals commented about the Fire Department:

Kevin Bergstrom  
Joshua Proctor  
Adam Brice

**VII. ADJOURNMENT**

The meeting adjourned at 6:38 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



**CITY COUNCIL REGULAR MEETING AGENDA**  
**Monday, April 16, 2018, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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NOTE: For both public comment periods - come forward when invited; state your name and address; limit comments to three minutes. Written comments can be given to the City Clerk. If it is a public hearing or a quasi-judicial matter, special instructions will be provided.





**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENTS**

**V. CONSENT AGENDA**

- A. Approve the April 2, 2018, Camas City Council Regular and Workshop meeting minutes.
  -  [April 2, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)
  - [April 2, 2018 Camas City Council Regular Meeting Minutes - Draft](#)
- B. Approve the automated clearing house and claim checks as approved by the Finance Committee.
- C. Authorize the write-off of the March 2018 Emergency Medical Services (EMS) billings in the amount of \$80,884.38. 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 Pam O'Brien)
- D. Authorize the Mayor to sign the Interagency Agreement with Clark County, the Port of Vancouver, and the Cities of Battle Ground, Vancouver and Washougal for contribution in promoting the reduction of toxic auto leaks. (Submitted by James Carothers)
  -  [Interagency Agreement Reducing Toxic Auto Leaks](#)
- E. Authorize the Mayor to sign an Interlocal Agreement establishing Camas' participation in the Regional Major Crimes Team. (Submitted by Mitch Lackey)
  -  [Regional Major Crimes Agreement](#)
- F. Approve the Grass Valley PTA's request to hold a raffle. (Submitted by Mitch Lackey)
- G. Approve the list of surplus equipment and miscellaneous items. The equipment has reached its scheduled useful life. Surplus equipment will be auctioned or otherwise sold to the extent possible. (Submitted by Denis Ryan)
  -  [Spring 2018 Surplus Items](#)

- H. Accept the Mill Ditch Sewer Main Replacement Project as complete. The total construction contract amount paid was \$417,105.25. The final pay estimate was paid on April 2, 2018. This project is funded by the Sewer Utility Fund. The 2018 budget allocation for this project will be covered in the Spring Omnibus. (Submitted by James Carothers)

 [Mill Ditch Sewer Final Pay Estimate](#)

NOTE: Consent Agenda items may be removed for general discussion or action.

## **VI. NON-AGENDA ITEMS**


- A. Staff
- B. Council

## **VII. MAYOR**

- A. Announcements
- B. Mayor's Volunteer Spirit Award

 [April 2018 Nolan Friend](#)

## **VIII. MEETING ITEMS**

- A. Public Hearing for Ordinance No. 18-007 Amending the City of Camas 2018 Budget Ordinance Nos. 16-023 and 17-018  
Details: Continue the public hearing, which was opened on April 2, 2018, to provide citizens an opportunity to give public testimony regarding the 2018 Spring Omnibus Budget Amendments. Staff provided three workshop presentations on March 5, March 19, and April 2, to discuss the 28 Operating packages and 43 Capital packages for a total of \$9.3 million in budget amendments.  
Presenter: Pete Capell, City Administrator  
Recommended Action: Staff recommends that Council continue the public hearing, deliberate and move to adopt Ordinance No. 18-007 and publish according to law.  
 [Ordinance 18-007 amending Budget-Spring Omnibus 2018](#)  
[Attachment A - 2018 Spring Omnibus](#)  
[Attachment B - 2018 Spring Omnibus](#)  
[2018 Spring Omnibus Attachment B detail](#)
- B. Ordinance No. 18-008 NW Larkspur Street Condemnation Ordinance  
Details: This ordinance is for condemning certain land lying within the City of Camas for the purpose of constructing NW Larkspur Street. Construction of the NW Larkspur Street Improvements requires the acquisition of properties adjacent the current public right-of-way. The City has been unsuccessful in its attempts to negotiate the acquisition of real property rights on three of these adjacent parcels. This ordinance authorizes the City Attorney to begin the condemnation proceedings to acquire the necessary rights to own and/or use the subject properties. Staff recommends that Council take public testimony prior to voting on this ordinance.  
Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends Council move to adopt Ordinance No. 18-008 and publish according to law.

 [Ordinance No. 18-008](#)

[Ordinance No 18-008 Exhibits](#)

C. 2018 Well 17 Development Bid Consideration

Details: The City received two bids for the construction of a test well associated with the Well 17 Development project. The apparent low bidder, Holt Services Inc., submitted a bid at \$173,602.60; however, Holt Services did not submit a signed copy of Addendum #1, an E-Verify MOU or Supplemental Criteria B-1, B-2 and B-3. Staff has attached a memorandum to City Council outlining the issue in more detail with recommended actions. Additionally, the signed bid tabulations are included for reference.

Presenter: Sam Adams, Utilities Manager

Recommended Action: Staff is recommending rejection of Holt Services Inc. bid. Determination of this issue is within Council's discretion. Council should deliberate and determine the type of irregularity of Holt Services Inc. low bid. Make a motion and vote affirming the determination. Secondly, determine which of the two bidders shall be awarded the contract, or reject all bids for the project. Make a motion and vote affirming the determination.

 [City Council Evaluation Memo](#)

[Well 17 Bid Tabulation](#)

## IX. PUBLIC COMMENTS

## X. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Monday, April 23, 2018, 4:30 PM**  
**City Hall, 616 NE 4th Avenue**

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**SPECIAL MEETING**

**I. CALL TO ORDER**

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

**II. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Deanna Rusch, Melissa Smith and Shannon Turk

Staff: Bernie Bacon, Debra Brooks, Phil Bourquin, Bob Busch, Pete Capell, Cathy Huber Nickerson, Mitch Lackey, Denis Ryan, Ron Schumacher and Connie Urquhart

Press: No one from the press was present

**III. WORKSHOP TOPICS**

**A. Public Works Department Level of Service Presentation**

Details: Staff reviewed the attached presentation and led a discussion regarding the framework, resources and services provided by the Streets, Stormwater, Solid Waste, Water and Sewer Divisions within the Public Works Department. Staff also reviewed the current service levels of each division, discussed staffing levels and presented a proposed strategy for the remainder of 2018 and developing the 2019-2020 Biennial Budget.

Presenter: Steve Wall, Public Works Director

 [Public Works Department Level of Service](#)

Wall provided an in-depth review of the Public Works Department's Level of Service. Discussion ensued. This is one in a series of Level of Service presentations by all City departments.

**IV. ADJOURNMENT**

The meeting adjourned at 6:48 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



## STAFF REPORT FOR BELZ PLACE PHASE 2 FINAL PLAT (FP17-05)

Associated Decisions: SUB05-14; BLA15-03; MINMOD15-04; MINMOD15-13; FP15-09 (Phase 1); DA16-01 (Res. #16-007); DR16-07; and Additional mitigation for tree removal and wetland impacts

TO: Mayor Higgins  
City Council

FROM: Sarah Fox, Senior Planner  
Anita Ashton, Engineering Project Manager

DATE: April 12, 2018

LOCATION: The development is located southeast of the intersection of Sierra Street and 23<sup>rd</sup> Avenue. The location is also described as the Section 3, Township 1 North, Range 3 East, Willamette Meridian (WM).

OWNER: Pahlisch Homes at Belz Place, LLC  
201 SW Wilson Ave., Suite 100  
Bend, OR 97702

**APPLICABLE LAW:** The application was submitted on November 2, 2017, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

### BACKGROUND INFORMATION

<b>Total Area:</b> 18.19 acres	<b>Recreational open space:</b> 0.04 acres (easement over Lot 85)
<b>Lots:</b> 55	<b>Storm Pond:</b> Shared facility with Phase 1 is located in Tract A
<b>Critical Areas:</b> 6.35 acres (Tract F)	

### SUMMARY

Belz Place Phase 2 is the last phase of a 36.9 acre subdivision (originally), which received preliminary plat approval on July 10, 2006, for 107 lots. Subsequent modifications and the removal of a southerly parcel, resulted in a revised total of 103 lots. Phase 1 (File #FP15-09) was approved with 48 lots on June 20, 2016.

**This staff report addresses the requirements for final plat approval.** Lot numbers and street names within the conditions of the preliminary approval differ from the final plat due to subsequent modifications. Where these occurred, staff made note of the changes. Staff found that the applicant met the requirements in accordance with CMC§17.21.060.

[Note: Where a condition was abbreviated in this Report, it is noted with "...". This Report does not modify any conditions of any associated decision.]

## PRELIMINARY PLAT (SUB05-14)

CONDITIONS OF APPROVAL	STATUS / COMMENTS
1. Stormwater treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Stormwater Manual design guidelines. Final stormwater calculations shall be submitted at the time of final construction plan submittal.	Complete
2. All construction plans will be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.	Complete
3. Underground (natural gas, CATV, power, street light and telephone) utility plans shall be submitted to the City for review and approval prior to approval of the construction plans.	Complete
4. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved subdivision. The City will supply the list of required signs, markings and barriers at the time paving is scheduled.	Complies
5. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer's estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.	Payment received
6. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners.	Complies
7. A homeowner's association (HOA) will be required for this development. The applicant will be required to furnish a copy of the CC&Rs for the development to the City for review. Specifically, the applicant will need to make provisions in the CC&Rs for maintenance of the stormwater detention and treatment facilities, any storm drainage system or easements outside the City's right of way (if applicable) and the proposed tracts and associated common improvements.	Annexation document submitted and approved for form and content
8. Building permits shall not be issued until this subdivision is deemed substantially complete and the final plat is recorded and approved by the Planning, Engineering, Building and Fire Departments.	The code no longer includes a "substantial complete" process
9. The applicant shall remove all temporary erosion prevention and sediment control measures from the site at the end of the two-year warranty period, unless otherwise directed by the Public Works Director.	Will comply
10. Final plat and final as-built construction drawing submittals shall meet the requirements of the CMC 17.11.060, CMC 17.01.050 and the Camas Design Standards Manual for engineering as-built submittals.	Final plat drawings comply with requirements
<b>PLANNING</b>	

CONDITIONS OF APPROVAL	STATUS / COMMENTS
11. Prior to the removal of trees, a forest practice permit shall be required. The applicant shall supply a copy of said permit with final engineering.	Complied
12. Consistent with SEPA mitigation measures, the applicant shall install 4'-high temporary construction fencing at the perimeter of Tract C, prior to any earth moving activity.	Removed as permanent fencing or walls are in place
13. Consistent with SEPA mitigation measures, the applicant shall install a minimum of 4'-high continuous, permanent fencing along the boundary of Tract C prior to final plat approval. Maintenance of this fencing shall be the responsibility of the homeowners association and shall be included in the HOA CC&R's.	Tract C is now Tract F Permanent fencing is installed in most locations. Balance of chain-link fencing is included in bond amount
14. Pursuant to §17.19.030.D(2) side lot lines of lots numbered 30, 31, 45, 46, 47, 56, 58, 60, 61, 72, 73, 92, 93, and 94 shall run at right angles to the roadway as far as practicable. These lots lines shall be adjusted prior to construction drawing approval.	Lot line adjustments were made as required
15. A design review permit shall be required for Tract "D" per §18.19 CMC.	Design Review approval of Tract "D", pool amenity building was issued on October 18, 2016. File #DR16-07
<b>ENGINEERING</b>	
16. The applicant shall incorporate traffic calming features in a number and location acceptable to the City prior to final engineering plan approval. The plan shall include traffic calming measures within the existing right of way at the intersection of 22 <sup>nd</sup> Avenue and Tanner Street in order to discourage cut-through traffic on 22 <sup>nd</sup> Avenue	Provisions for traffic calming were included with development agreement
17. The applicant shall submit plans for the development of the proposed trails prior to final engineering. Prior to final plat approval of any phase the applicant shall construct the trail segment within that phase consistent with the approved plans.	A public trail easement is provided over Lot 85. Easements are annotated with "P.T.E." on the plat. Timing of construction changed per MinMod15-04
18. The applicant shall submit plans for the development of Tract D as proposed and complete the improvements prior to final occupancy of the first home in Phase 1...	See comments at Condition #15
19. The applicant shall revise the proposed typical street sections to include a minimum 5' planter strip (4.5' clearance) with a 2' clear area behind the sidewalk.	Complies
20. The applicant shall complete the installation and construction of half-width street improvements on NW Tidland Parkway along the entire frontage of the Ostenson Canyon Park property frontage. The applicant may construct full-width improvements on this street section pursuant to a separate agreement with the City.	Refer to development agreement
21. Prior to final engineering approval the applicant shall submit and obtain staff approval of a landscape plan for Tract A (the stormwater detention facility), Tract D (the pool/pool house and tot lot)... The landscape plan shall include type and location of plants, and appropriate watering system to assure landscaping success.	Common area landscaping is installed.  The process of "substantial completion" is no longer in effect



CONDITIONS OF APPROVAL	STATUS / COMMENTS
Landscaping of common areas shall be installed consistent with the approved plan prior to substantial completion.	
22. Prior to final engineering approval the applicant shall submit and obtain staff approval of a plan for improvement of Tract B with landscaping or hard surfacing, unless the Fire Marshall determines ...	Not applicable, as this southerly tract was removed from development area
23. No construction spoils shall be placed on building lots. Any fill material placed on lots must be engineered structural fill, unless placed in the front or rear setback to a maximum of 6 inches in total depth.	Will comply
24. The development shall comply with Camas Municipal Code (CMC) 15.32 for any land disturbing activity. The applicant shall submit an erosion prevention/sediment control plan in accordance with CMC 15.32 for any land disturbing activity that disturbs an acre or more or adds 5000 square feet or more of impervious surface. In accordance with CMC 17.21.030 the applicant shall be required to furnish to the City an approved form of security (e.g. Erosion Control Bond). The bond is to be in the amount of 200% of the engineer's estimated cost of the erosion prevention/sediment control measures, including associated labor. The City reserves the right to tap the bond to recover costs associated with enforcing, removing or rectifying any unauthorized dumping, filling or grading.	Guarantee #622-94600 of \$715,431.25 is on file
25. A note shall be added to the final plat stating that each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance.	Plat Note #4
26. The applicant shall prohibit use of 22 <sup>nd</sup> Avenue by heavy construction vehicles and equipment, except as necessary for construction within this roadway; i.e., to extend 22 <sup>nd</sup> Avenue into the site, install utilities, etc.	Will comply and be monitored
27. The applicant shall extend Tidland Parkway and Sierra Way to the east and south boundaries of the site respectively to allow for future extension when the abutting properties redevelop. The applicant shall install barricades and signs required by the City at the ends of these streets.	Street is now called NW Rolling Hills Drive. It is unlikely to extend as the southerly parcel was removed from development.

### PLAT NOTES

28. The following notes shall be added to the final plat:	Refer to Note 1
a. A homeowners association will be required for this development. Copies of the C.C. & R's shall be submitted and on file with the City of Camas.	
b. No further short platting or subdividing of any lot or tract within this subdivision will be permitted once the final plat has been recorded.	Refer to Note 2
c. A final occupancy permit will not be issued by the Building Department until all subdivision improvements, including improvements within Tract D, are completed and accepted by the City.	Refer to Note 3

d. The lots in this subdivision are subject to traffic impact fees, fire impact fees, school impact fees, and park/open space impact fees. Each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance.	Refer to Note 4
e. Automatic fire sprinkler systems designed and installed in accordance with NFPA 13D are required in all structures accessed off streets with a 52' ROW and a 28' paved street width.	Refer to Note 5
f. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the Public Works Department and DAHP.	Refer to Note 6
g. All tracts and associated improvements shall be owned and maintained by the Homeowners Association.	Refer to Tract Notes on page 2
h. Tract "C" contains sensitive lands and associated buffers. No structures, including fences are to be built within sensitive lands or its buffer as modified by buffer averaging in the approved mitigation plan.	Tract C is now Tract F. Refer to Tract Notes, page 2 and Note 10 on page 1
i. Tract "C" shall remain in its natural state. Modifications to the area may be allowed pursuant to § 16.50.120 (B.5) CMC and with approval from the Community Development Director.	Tract C is now Tract F. Refer to Tract Notes, page 2 and Note 10 on page 1
j. Developers of Lot 7, a peninsula-configured lot, shall be made aware of additional land use restrictions for building of fencing, retaining walls and accessory structures as provided in § 18.17 CMC – Supplemental Development Standards. The front of this lot shall be along NW Tidland Parkway.	Lot is located in Phase 1
<b>State Environmental Policy Act (SEPA MDNS, File SC-05-06-10) Mitigation Measures</b> [INCLUDED FOR REFERENCE] SEPA comment and appeal period ended on May 30, 2006 with no appeals filed.	
1. An Erosion Control Plan consistent with City requirements to include compliance with the Stormwater Management Manual for Western Washington, February 2005 shall be prepared and submitted for review and approval, and implemented prior to any earth disturbing activities. Additional erosion control measures shall be implemented ...	Complies
2. Grading and all other earthwork to occur during periods of extended dry weather or as advised by Geocon Northwest, Inc. (September, 2005).	In compliance
3. Fugitive emissions associated with construction must be controlled at the excavation site, during transportation of excavated material, and at any disposal site.	In compliance
4. Surface water treatment and conveyance systems shall be designed in accordance with the 1992 Puget Sound Stormwater Manual or as revised. Stormwater runoff shall be treated for quality and controlled in quantity prior to discharge.	In compliance
5. Storm water treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Storm Water Manual design guidelines (or as revised). Final storm water calculations shall be submitted at the time of final construction plan submittal.	In compliance

<p>6. The Revised Wetland and Buffer Mitigation Plan, as prepared by the Resource Company (dated March 1, 2006) shall be implemented as proposed. To include the following:</p> <p>(1) The applicant shall be required to install temporary, construction, fencing around the sensitive areas prior to earth disturbing activities;</p> <p>(2) Permanent signage shall be installed that reads "Wetland buffer – Please leave in a natural state." These signs shall be posted every 100 feet or at least one per lot, whichever is less; and</p> <p>(3) Permanent and continuous fencing shall be installed at the rear of lots adjacent to Tract "C", which includes Lots numbered 74 – 103, Tract D and Lot 106. Installation of fencing shall be constructed in a manner as to minimize habitat impacts.</p>	<p>Tract F (formerly Tract C). A revised wetland and buffer mitigation plan was submitted dated July 7, 2015. Refer to the end of this report for status.</p> <p>Permanent signage is installed.</p> <p>Permanent fencing and walls are installed at rear of properties or included with bond.</p>
<p>7. Wetland mitigation shall be installed and shall require financial surety of 105% of the total cost of the initial installation to ensure mitigation success. Initial installation and financial surety shall be in place prior to substantial development of any phase. The monitoring and financial surety program will run a period of 5 years with annual submittal of monitoring reports required.</p>	<p>Bond received on April 5, 2018 for \$47,480.00</p>
<p>8. To help minimize noise impacts to the adjacent residential neighborhoods, equipment shall be properly muffled and construction regarding site improvements shall be confined from 7:00 a.m. to 7:00 p.m., Monday through Friday; 8:00 a.m. to 5:00 p.m. on Saturday, excluding city observed holidays and Sundays. Furthermore, maintenance and fueling of construction equipment shall be confined from said times and days.</p>	<p>Compliance monitored</p>
<p>9. The applicant shall secure all required local, state, or federal permits prior to construction of improvements.</p>	<p>Complied</p>
<p>10. The delineated wetland buffer extends into lots 74 – 80, 84 - 88, 92 - 94, and 103 (See Figure 4, Revised Wetland Mitigation Plan). In compliance with codes, the applicant has proposed to retain all significant trees within the wetland tract and wetland buffer. The submitted Tree Plan indicates that several of the trees to be retained are located within individual lots (See Tree Plan, sheet 3, dated April 2006).</p>	<p>Financial surety for tree protection/ retention was not received prior to development commencing.</p>
<p>In an effort to ensure significant protected trees have a reasonable chance of survival the following additional measures shall be employed prior to and during the development process:</p> <ul style="list-style-type: none"> <li>▪ Provide temporary, construction fencing around the drip lines of trees that are adjacent to or within individual lots. The temporary fencing shall be in place prior to any earthwork activities and remain in place through home construction.</li> <li>▪ Final grading and site plans shall include the location of protected trees and shall be consistent with the intent to retain these significant trees.</li> <li>▪ The applicant shall provide financial surety for the retention of significant trees in an amount of 105% the replacement cost, which shall include installation, monitoring and maintenance for a period of five years. Financial surety may be released upon substantial completion of the development.</li> </ul>	<p>Refer to <b>tree mitigation</b> at end of this report (2017).</p>

<ul style="list-style-type: none"> <li>Significant trees identified for protection shall not be removed without prior written approval from the City and upon submittal of a certified arborist's recommendation.</li> </ul>	
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## DEVELOPMENT AGREEMENT (RES. #16-007))

Agreements that affected plat conditions of approval:	STATUS / COMMENTS
Section 3 - Existing right-of-way realignment along Tidland Parkway, to include curb to curb street improvements and curb extensions.	Improvement deferral agreement received 1/19/18
Section 4 - Dorothy Fox Park improvements, to include a public bathroom and new playground equipment.	Improvement deferral agreement received 1/19/18
Section 5 - Density and dimensions standards that deviate from the preliminary plat approval as follows: Front yard (14') and rear yard (17.5') setbacks may be reduced by 30%; street side yards may be reduced by 10% (18'). A plat note will be added in regard to height standards of homes. The heights are restricted to no more than two immediately adjacent homes with front-yards on a common street shall be two (2) or more stories in height; a home of less than two (2) stories shall separate each set of two immediately adjacent homes.	Refer to Plat Notes 8 and 9 on page 1 and setback graphic on page 2
Section 6 - Developer agrees to comply with aesthetic and dimensional standards as noted.	Refer to Plat Note 7 on page 1
Section 7 - A model home may be constructed prior to the recording of the final plat.	Applicable to Phase 1

## MINOR MODIFICATION (MINMOD15-04)

CONDITIONS OF APPROVAL	STATUS / COMMENTS
1. Prior to final engineering of each phase, the application will include a table of the changes to lot numbering and tract naming.	Not received - staff made accommodation
2. There is no longer a Lot 106, and references to this Lot within SEPA Condition #6 are void. Also, the references to Lots 74 to 103 must be amended as the lots around the perimeter of Tract C have changed to (new) 27 to 36, 85 to 88, and 91 to 103.	Noted
3. Repeal Condition #22 of SUB05-14, given that it is no longer relevant. "Tract B" is located within Parcel 124784-000, which is no longer part of the development.	Noted
4. The applicant shall install a minimum of a 4-foot high continuous, permanent fence along the east side of Tract F (new) and the eastern property line of Lot 103 (same). The fencing must be installed prior to final acceptance of Phase II.	Also required per SEPA condition #6, this condition clarifies location and timing with phasing.
5. Lots 24 and 25 (new) must reflect setbacks for interior lots consistent with the approved dimensional standards. Lot 84 is not a corner lot, and must provide the minimum setbacks for an interior lot with the front oriented along the public road.	Lot 84 is in compliance Lots 24 and 25 are in Phase 1

6. The proposed plat note for Lot 1 is not approved.	Does not apply to Phase 2
7. Lot 7 that is referenced in Plat Note "j" must be amended to refer to Lot 48 (new).	Does not apply to Phase 2
8. The new trail between Rolling Hills Loop (new) and NW 21 <sup>st</sup> Court must be paved the full length, be a minimum of six feet wide, include signs at each end, and allow public use. The westerly sign must be installed prior to final acceptance of Phase 1. The trail may be constructed in Phase 2, as there are only 20-feet within Phase 1. The entire trail and easterly sign must be installed prior to final acceptance of Phase 2.	Trail construction is included in bond. Signs will be installed
9. Condition #17 of SUB05-14 is amended to read: The applicant shall submit plans for the development of trails prior to final engineering approval. The alignment of all trails shall be provided on the final plat for each phase. Trails 1 and 2, as described in this decision, must be a minimum of 6-feet wide with crushed aggregate or paved surfacing. Signs at both ends of the trails will identify that they are for public use. Trail installation and signage must be completed prior to Final Acceptance of each phase.	Trail construction is included in bond.
10. A revised stormwater report must be submitted for engineering approval, which will analyze the effects of placing (new) Lots 24 and 25 within the area of the development that was reserved for the stormwater facility.	Stormwater report demonstrated that lot impacts were acceptable, as required

#### MINOR MODIFICATION (MIN MOD15-13)

CONDITIONS OF APPROVAL	STATUS / COMMENTS
1) Street trees shall be installed at the time of sidewalk installation and shall be inspected at the time of the sidewalk inspections.	Will comply with building permits
2) The developer/owner shall complete all required street tree planting within three years of the final plat recording date.	Compliance deadline for Phase 2 will be in 2021.  Phase 1 trees must be installed by June 20, 2019.

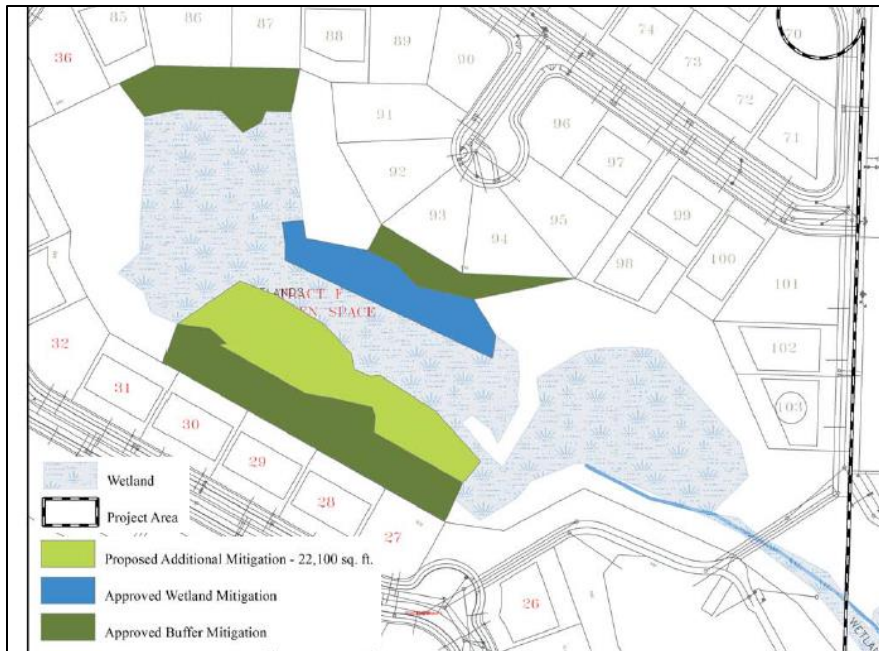
#### ADDITIONAL TREE MITIGATION (2017)

CONDITION OF APPROVAL	STATUS / COMMENTS
Removal of nine trees that were located within a protected tract, Tract F, as roots were damaged during construction. Applicant submitted a mitigation plan ( <i>Technical Memo from the Resource Company</i> ) that is dated September 13, 2017, for 18 replacement trees (9 Douglas fir and 9 Big-leaf maple) and monitoring for five years. Approved by Robert Maul in email dated September 7, 2017.	Replacement trees installed and bond received on April 5, 2018 for \$16,650.



#### ADDITIONAL WETLAND MITIGATION DUE TO FILL PLACEMENT (2015)

Modification:	STATUS / COMMENTS
<p>The applicant placed fill that was removed from lots, and placed it in the wetland buffer. A mitigation plan was prepared by the Resource Company and submitted on August 3, 2015. Approved by Robert Maul in email dated August 19, 2015.</p>	<p>Mitigation was installed and monitoring is included with bond amount.</p>



## FINAL PLAT CRITERIA OF APPROVAL (CMC 17.21.060-C)

1. That the proposed final plat or short plat bears the required certificates and statements of approval as required in CMC Section 17.01.050(C);
2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate;
3. That the facilities and improvements required to be provided by the developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat or short plat an improvement bond or other security in conformance with CMC Section 17.21.040;
4. That the plat or short plat is certified as accurate by the land surveyor responsible for the plat or short plat;
5. That the plat or short plat is in substantial conformance with the approved preliminary plat or short plat; and  
That the plat or short plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat or short plat approval.

**Findings: The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.**

## RECOMMENDATION:

Staff recommends that Council APPROVE the final plat for Phase 2 of Belz Place Subdivision as submitted.



# BELZ PLACE PHASE 2

A SUBDIVISION IN THE SE 1/4 OF THE SW 1/4 SEC. 3, T1N, R3E, W.M.,  
CITY OF CAMAS, CLARK COUNTY, WASHINGTON  
BELZ PLACE SUBDIVISION FINAL ORDER #SUB05-14  
MARCH 2018

CITY OF CAMAS MAYOR

APPROVED BY \_\_\_\_\_ MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

CITY OF CAMAS FINANCE DIRECTOR

THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL AT THE DATE OF CERTIFICATION.

CITY OF CAMAS FINANCE DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CITY OF CAMAS PUBLIC WORKS DEPARTMENT

ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED FOR IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL;

ALL IMPROVEMENTS CAN OR WILL MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY, AND DRAINAGE CONSTRUCTION PLANS;

ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A FORMAT APPROVED BY THE THE PUBLIC WORKS DIRECTOR OR DESIGNEE AND CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED OR FINANCIALLY SECURED FOR CITY RECORDS.

APPROVED BY \_\_\_\_\_ CITY OF CAMAS ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

CITY OF CAMAS COMMUNITY DEVELOPMENT

APPROVED BY \_\_\_\_\_ CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE \_\_\_\_\_ DATE \_\_\_\_\_

CAMAS-WASHOUGAL FIRE DEPARTMENT

APPROVED BY \_\_\_\_\_ CAMAS-WASHOUGAL FIRE CHIEF OR DESIGNEE \_\_\_\_\_ DATE \_\_\_\_\_

CLARK COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. NO. 58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS

BELZ PLACE PHASE 2

SUBDIVISION PLAT NO. \_\_\_\_\_ IN THE COUNTY OF CLARK, STATE OF WASHINGTON

CLARK COUNTY ASSESSOR

LAND SURVEYOR'S CERTIFICATION

ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY TO CITY OF CAMAS THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN CLARK COUNTY, I FIND THAT THIS PLAT, AS SHOWN, IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT.

PATRICK J. SCOTT \_\_\_\_\_ DATE \_\_\_\_\_  
PROFESSIONAL LAND SURVEYOR NO. 46624



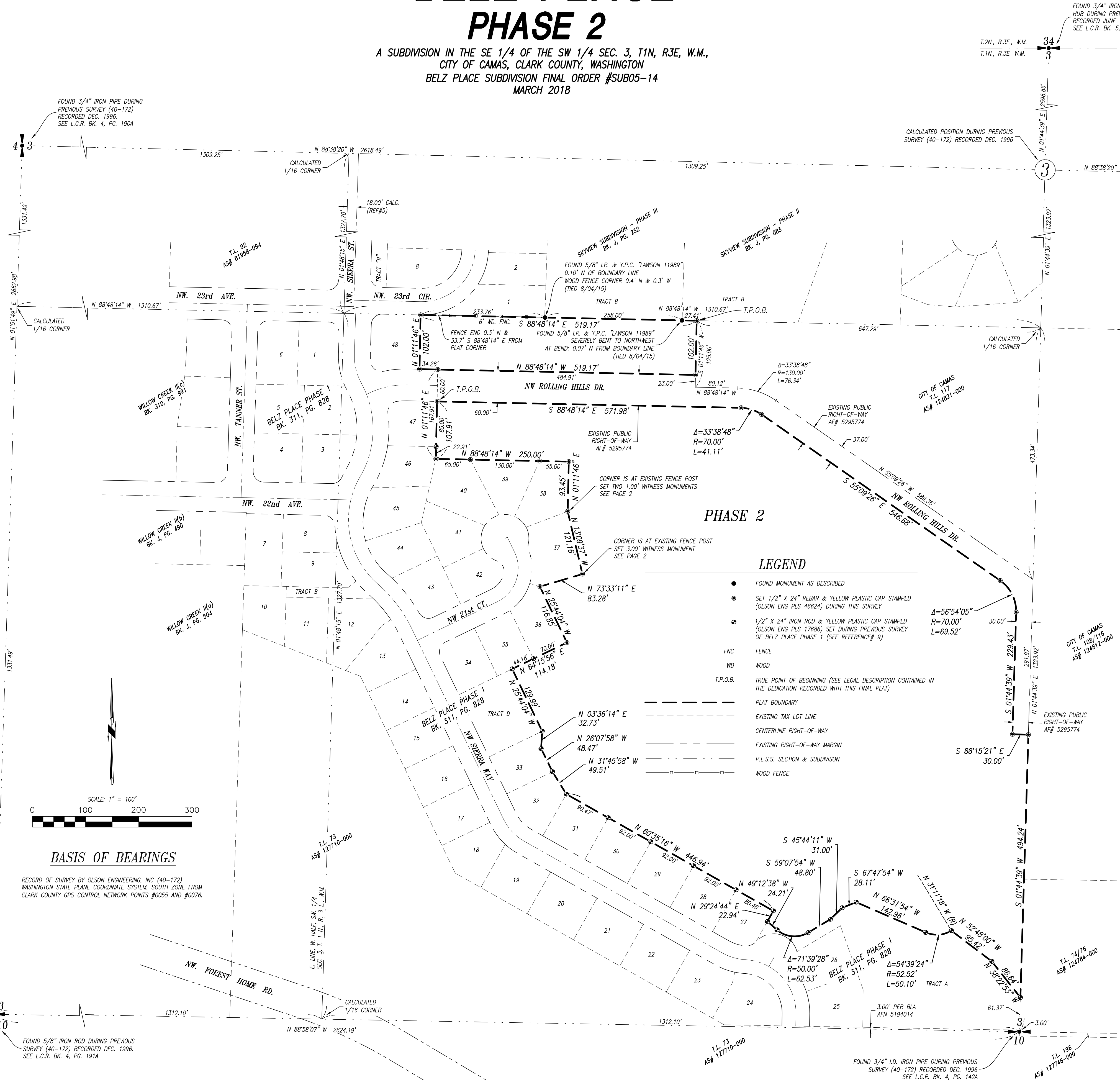
03/15/2018

CLARK COUNTY AUDITOR

ATTESTED BY \_\_\_\_\_ CLARK COUNTY AUDITOR \_\_\_\_\_

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

AUDITORS FILE NO. \_\_\_\_\_ BOOK OF PLATS \_\_\_\_\_, AT PAGE \_\_\_\_\_



CITY OF CAMAS REQUIRED NOTES

- A HOMEOWNER'S ASSOCIATION (HOA) WILL BE REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE C.C. & R'S SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER DETENTION FACILITY LOCATED OFFSITE IN TRACT "A" AS DETERMINED BY THE PLAT OF BELZ PLACE PHASE 1 (SEE SURVEY REFERENCE #1).
- NO FURTHER SHORT PLATTING OR SUBDIVISION OF ANY LOT OR TRACT WITHIN THIS SUBDIVISION WILL BE PERMITTED.
- FINAL OCCUPANCY PERMITS WILL NOT BE ISSUED BY THE CITY OF CAMAS BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND ACCEPTED BY THE CITY OF CAMAS.
- THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, FIRE IMPACT FEES, AND SCHOOL IMPACT FEES. PARK AND OPEN SPACE IMPACT FEES ARE WAIVED PURSUANT TO THAT AGREEMENT DATED JANUARY 10, 2001 AND RECORDED UNDER AUDITORS FILE NO. 3281685, RECORDS OF CLARK COUNTY, WASHINGTON. EACH NEW DWELLING WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE.
- AUTOMATIC FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARD 130 ARE REQUIRED IN ALL STRUCTURES ACCESSED OFF STREETS WITH A 52-FOOT RIGHT-OF-WAY WIDTH AND A 28-FOOT PAVED STREET WIDTH.
- IN THE EVENT THAT ANY ITEM OF ARCHAEOLOGICAL INTEREST IS UNCOVERED DURING THE COURSE OF A PERMITTED GROUND DISTURBING ACTION OR ACTIVITY, ALL GROUND DISTURBING ACTIVITIES SHALL IMMEDIATELY CEASE AND THE APPLICANT SHALL NOTIFY THE CITY OF CAMAS PUBLIC WORKS DEPARTMENT AND THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (D.A.H.P.) AND ADHERE TO THE PROCEDURES SPECIFIED UNDER CITY OF CAMAS MUNICIPAL CODE CHAPTER 16.31.150.
- THIS DEVELOPMENT IS SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 5280354, RECORDS OF CLARK COUNTY, WASHINGTON, RECORDED MAY 4, 2016.
- NO MORE THAN TWO IMMEDIATELY ADJACENT HOMES WITH FRONT-YARDS ON A COMMON STREET SHALL BE TWO (2) OR MORE STORIES IN HEIGHT; A HOME OF LESS THAN TWO (2) STORIES SHALL SEPARATE EACH SET OF TWO IMMEDIATELY ADJACENT TWO (2) STORY HOMES WITH FRONT-YARDS ON A COMMON STREET; PROVIDED, THAT A HOME OF ONE AND ONE-HALF (1-1/2) STORY SHALL NOT CONSTITUTE A TWO (2) STORY HOME.
- FRONT YARD AND STREET SIDE YARD SETBACKS FOR CORNER LOTS 59 AND 60 AS SHOWN HEREON (SEE PAGE 2) MAY BE SWITCHED AT THE TIME OF BUILDING PERMIT ISSUANCE AS NEEDED TO ACCOMMODATE A PARTICULAR HOME DESIGN AND/OR STRUCTURE ORIENTATION ON EACH LOT.
- TRACT "T" CONTAINS SENSITIVE LANDS AND ASSOCIATED BUFFERS. NO STRUCTURES INCLUDING FENCES ARE TO BE BUILT WITHIN SENSITIVE LANDS OR ITS BUFFER AS MODIFIED BY BUFFER AVERAGING IN THE APPROVED MITIGATION PLAN DATED JULY 7, 2015 AND ADDENDUM THERETO DATED AUGUST 13, 2015. TRACT "T" SHALL REMAIN IN ITS NATURAL STATE. MODIFICATIONS TO THE AREA MAY BE ALLOWED IF CONSISTENT WITH SAID APPROVED MITIGATION PLAN PURSUANT TO SECTION 16.51.120 (B.5) CAMAS MUNICIPAL CODE AND WITH APPROVAL FROM THE COMMUNITY DEVELOPMENT DIRECTOR.
- PERMANENT AND CONTINUOUS FENCING IN ACCORDANCE WITH CITY OF CAMAS REQUIRED SPECIFICATIONS FOR WETLAND AREAS SHALL BE INSTALLED ALONG THE PERIMETER OF TRACT "T". THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID FENCING AND RETAINING WALLS INSTALLED ALONG THE PERIMETER OF TRACT "T".

SURVEY REFERENCES

- RECORD OF SURVEY BY OLSON ENGINEERING, INC. (40-172) RECORDED DECEMBER 1996.
- PLAT OF LACAMAS RIDGE (G-904) RECORDED JUNE 1978.
- RECORD OF SURVEY BY OLSON ENGINEERING, INC. (33-057) RECORDED APRIL 1993.
- PLAT OF SKYVIEW SUBDIVISION - PHASE II (J-083) RECORDED DECEMBER 1994.
- PLAT OF SKYVIEW SUBDIVISION - PHASE III (J-232) RECORDED DECEMBER 1995.
- PLAT OF WILLOW CREEK II(C) (J-504) RECORDED MARCH 1998.
- PLAT OF WILLOW CREEK II(B) (J-490) RECORDED JANUARY 1998.
- PLAT OF WILLOW CREEK II(C) (310-991) RECORDED JUNE 2002.
- PLAT OF BELZ PLACE PHASE 1 (311-828) RECORDED JUNE 2016.

DEED REFERENCE

GRANTOR: C.B.I. LLC  
GRANTEE: PAULSCH HOMES AT BELZ PLACE, LLC  
A.F. #: 5194437  
DATE: JULY 20, 2015

PROCEDURE

FIELD TRAVERSES WERE PERFORMED WITH A TRIMBLE S6 TOTAL STATION (3") AND ADJUSTED BY LEAST SQUARES. THE FIELD TRAVERSES MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090.

PG. 1 OF 3 JOB# 6382.07.01

COPYRIGHT 2018, OLSON ENGINEERING, INC.  
FILE: J:\DATA\6000\6300\6382\SURVEY\PLAT\6382.5.FLAT-PH2.DWG

**OLSON LAND SURVEYORS**  
ENGINEERING INC. 222 E. EVERGREEN BLVD, YANCOUVER, WA 98660  
1-360-695-1385  
1-509-289-0936



PUBLIC UTILITY EASEMENT

A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON ALL OF TRACT D, THE FLAG PORTION OF LOT 85 AND THE EXTERIOR 6.00 FEET OF LOT 85 LYING PARALLEL WITH AND ADJACENT TO THE WESTERLY END OF THE FLAG PORTION OF LOT 85, THE FLAG PORTION OF LOT 98 AND THE EXTERIOR 6.00 FEET OF LOT 98 LYING PARALLEL WITH AND ADJACENT TO THE SOUTHERLY END OF THE FLAG PORTION OF LOT 98, AND THE EXTERIOR 6.00 FEET OF ALL LOTS AND TRACTS LYING PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS AND TRACT D FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENEWING, OPERATING AND MAINTAINING OF ELECTRIC, TELEPHONE, TV, CABLE, WATER, SANITARY SEWER, AND OTHER UTILITIES AS NOTED. ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM WORKING CLEARANCES AS DEFINED BY CLARK COUNTY UTILITIES' CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DESIGNS ON THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS.

CENTERLINE NOTE

THE MONUMENTED NW, ROLLING HILLS DR. CENTERLINE SHOWN WITHIN THE EXISTING PUBLIC RIGHT-OF-WAY AF# 5295774 IS A 30.00 FOOT OFFSET FROM THE SOUTH LINE OF SAID RIGHT-OF-WAY AS ESTABLISHED BY THIS PLAN.

PUBLIC SIDEWALK EASEMENT

A PUBLIC SIDEWALK EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON THE EXTERIOR 6.00 FEET OF ALL LOTS AND TRACTS PARALLEL WITH AND ADJACENT TO THE PUBLIC ROADS AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS.

LAND INVENTORY

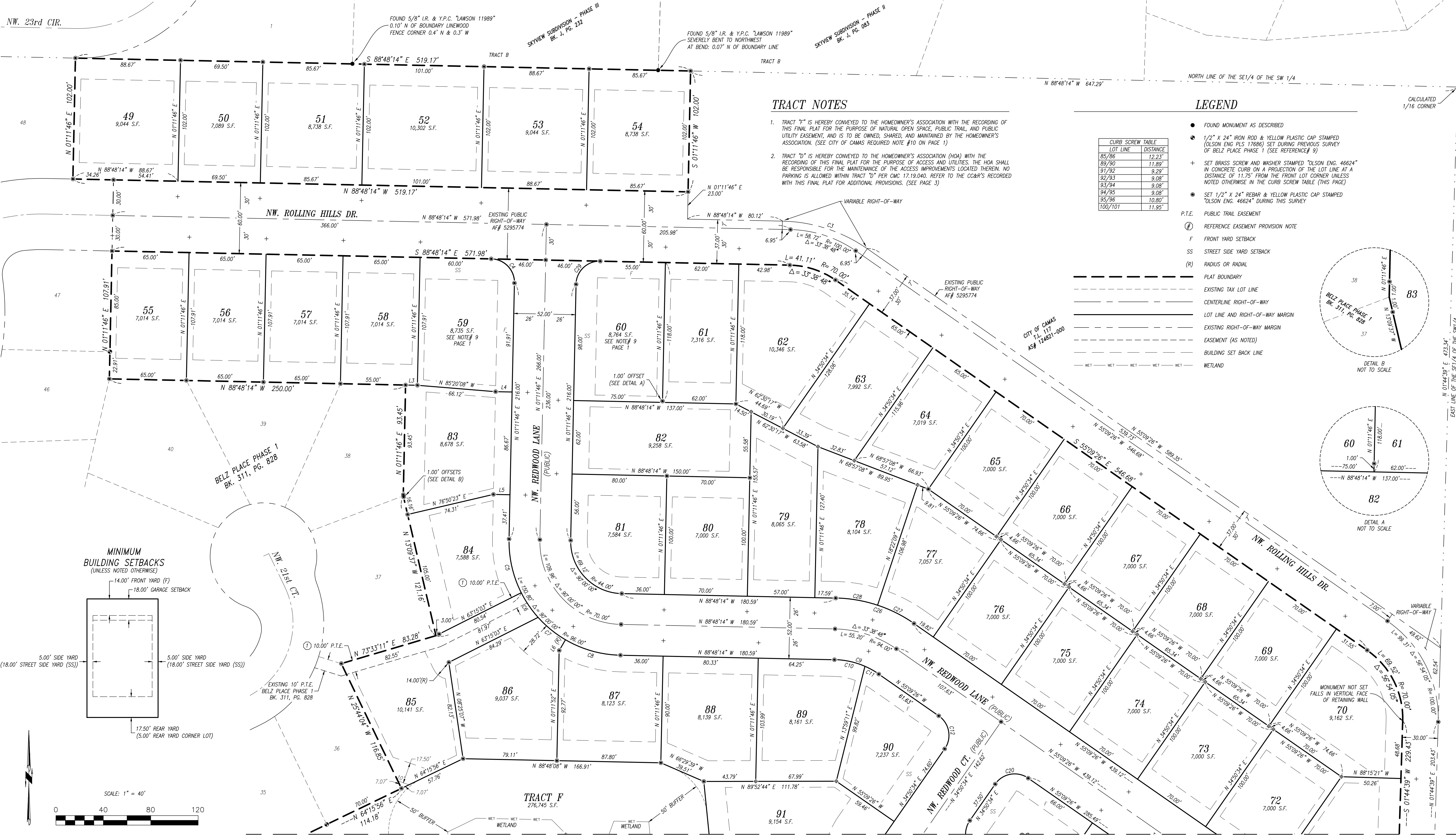
TOTAL ACREAGE:	18.19 AC.
TOTAL DEVELOPED ACREAGE:	11.92 AC.
TOTAL LOT AREA:	10.21 AC.
TOTAL INFRASTRUCTURE AREA (INCLUDES ALL P/W, TRACT D, PUBLIC UTILITY EASEMENT OVER LOT 103 & TRACT F):	1.76 AC.
TOTAL CRITICAL AREA (TRACT F):	6.35 AC.
TOTAL RECREATIONAL OPEN SPACE (INCLUDES TRAIL EASEMENT OVER LOT 85):	0.04 AC.

BELZ PLACE  
PHASE 2

A SUBDIVISION IN THE SE 1/4 OF THE SW 1/4 SEC. 3, T1N, R3E, W.M.,  
CITY OF CAMAS, CLARK COUNTY, WASHINGTON  
BELZ PLACE SUBDIVISION FINAL ORDER #SUB05-14  
MARCH 2018

EASEMENT PROVISIONS

- A PUBLIC TRAIL EASEMENT OVER, UNDER, AND UPON ALL OF TRACT "D", AND PORTIONS OF LOTS 85, 103, AND TRACT "T" AS SHOWN HEREON IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF CAMAS FOR THE PURPOSE OF PUBLIC PEDESTRIAN ACCESS. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE PUBLIC TRAIL IMPROVEMENTS WITHIN THE EASEMENT AREA.
- A PUBLIC UTILITY EASEMENT OVER, UNDER AND UPON ALL OF TRACT "D" AND PORTIONS OF LOT 103 AND TRACT "T" AS SHOWN HEREON IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF CAMAS. THE CITY OF CAMAS SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE SANITARY SEWER AND STORM DRAIN SYSTEMS WITHIN SAID EASEMENT AREA. FOLLOWING SUCH MAINTENANCE, REPAIR, OR REPLACEMENT THE CITY OF CAMAS SHALL RETURN THE EASEMENT AREA AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.
- A PRIVATE ACCESS EASEMENT OVER ALL OF TRACT "D" AND PORTIONS OF LOT 103 AND TRACT "T" AS SHOWN HEREON IS HEREBY RESERVED FOR AND GRANTED TO THE OWNER OF CLARK COUNTY TAX LOT 74/76, TAX ACCOUNT NO. 124784000. AS SHOWN HEREON, FOR THE PURPOSE OF INGRESS AND EGRESS, SAID OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGES TO THE EASEMENT AREA INCURRED BY SAID OWNER'S USE OF THE EASEMENT AREA.



TRACT NOTES

- TRACT "T" IS HEREBY CONVEYED TO THE HOMEOWNER'S ASSOCIATION WITH THE RECORDING OF THIS FINAL PLAN FOR THE PURPOSE OF NATURAL OPEN SPACE, PUBLIC TRAIL, AND PUBLIC UTILITY EASEMENT, AND IS TO BE OWNED, SHARED, AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. (SEE CITY OF CAMAS REQUIRED NOTE #10 ON PAGE 1)
- TRACT "D" IS HEREBY CONVEYED TO THE HOMEOWNER'S ASSOCIATION (HOA) WITH THE RECORDING OF THIS FINAL PLAN FOR THE PURPOSE OF ACCESS AND UTILITIES. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ACCESS IMPROVEMENTS LOCATED THEREIN. NO PARKING IS ALLOWED WITHIN TRACT "D" PER CMC 17.19.040. REFER TO THE CC&R'S RECORDED WITH THIS FINAL PLAN FOR ADDITIONAL PROVISIONS. (SEE PAGE 3)

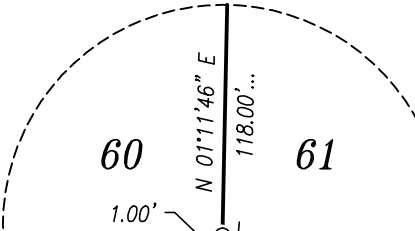
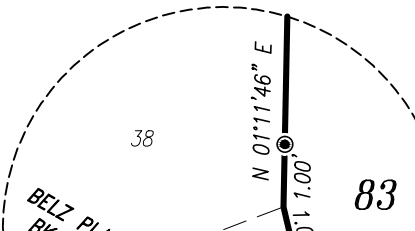
LEGEND

- FOUND MONUMENT AS DESCRIBED
- 1/2" X 24" IRON ROD & YELLOW PLASTIC CAP STAMPED (OLSON ENG. PLS. 17686) SET DURING PREVIOUS SURVEY OF BELZ PLACE PHASE 1 (SEE REFERENCE# 9)
- BRASS SCREW AND WASHER STAMPED "OLSON ENG. 46624" IN CONCRETE CURB ON A PROJECTION OF THE LOT LINE AT A DISTANCE OF 11.75' FROM THE FRONT LOT CORNER UNLESS NOTED OTHERWISE IN THE CURB SCREW TABLE (THIS PAGE)
- 1/2" X 24" REBAR & YELLOW PLASTIC CAP STAMPED "OLSON ENG. 46624" DURING THIS SURVEY
- P.T.E. PUBLIC TRAIL EASEMENT
- REFERENCE EASEMENT PROVISION NOTE
- F FRONT YARD SETBACK
- SS STREET SIDE YARD SETBACK
- (R) RADIUS OR RADIAL
- PLAT BOUNDARY
- EXISTING TAX LOT LINE
- CENTERLINE RIGHT-OF-WAY
- LOT LINE AND RIGHT-OF-WAY MARGIN
- EXISTING RIGHT-OF-WAY MARGIN
- EASEMENT (AS NOTED)
- BUILDING SET BACK LINE
- WETLAND

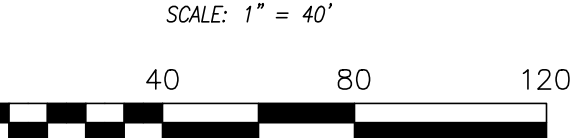
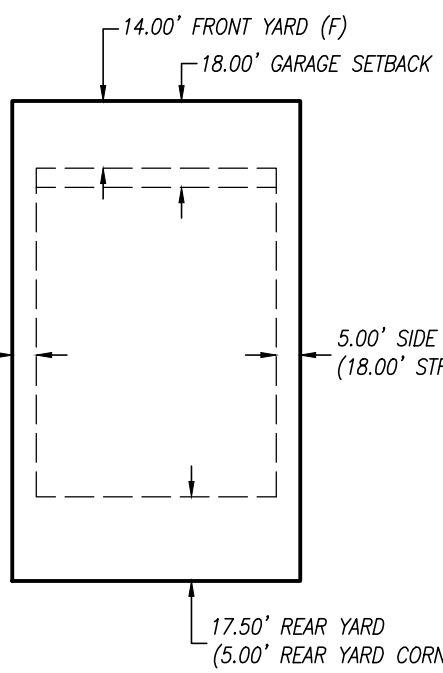
LOT LINE	DISTANCE
85/86	12.23'
89/90	11.89'
91/92	9.29'
92/93	9.08'
93/94	9.08'
94/95	9.08'
95/96	10.80'
100/101	11.95'

LINE	BEARING	DISTANCE
L3	N 88°48'14" W	10.00'
L4	N 88°48'14" W	14.00'
L5	N 88°48'14" W	14.00'
L6 (R)	N 30°15'04" E	10.66'

CURVE	DELTA	RADIUS	LENGTH
C3	33°38'48"	130.00'	76.34'
C4	90°00'00"	20.00'	31.42'
C5	27°56'43"	96.00'	46.82'
C6	150°54'41"	96.00'	25.29'
C7	17°54'18"	96.00'	30.00'
C8	29°03'18"	96.00'	48.68'
C9	33°38'48"	68.00'	39.93'
C10	22°18'58"	68.00'	26.49'
C11	11°19'50"	68.00'	13.45'
C12	90°00'00"	20.00'	31.42'
C20	90°00'00"	20.00'	31.42'
C26	33°38'48"	120.00'	70.47'
C27	16°28'25"	120.00'	34.50'
C28	17°10'23"	120.00'	35.97'
C29	90°00'00"	20.00'	31.42'



MINIMUM BUILDING SETBACKS



BASIS OF BEARINGS

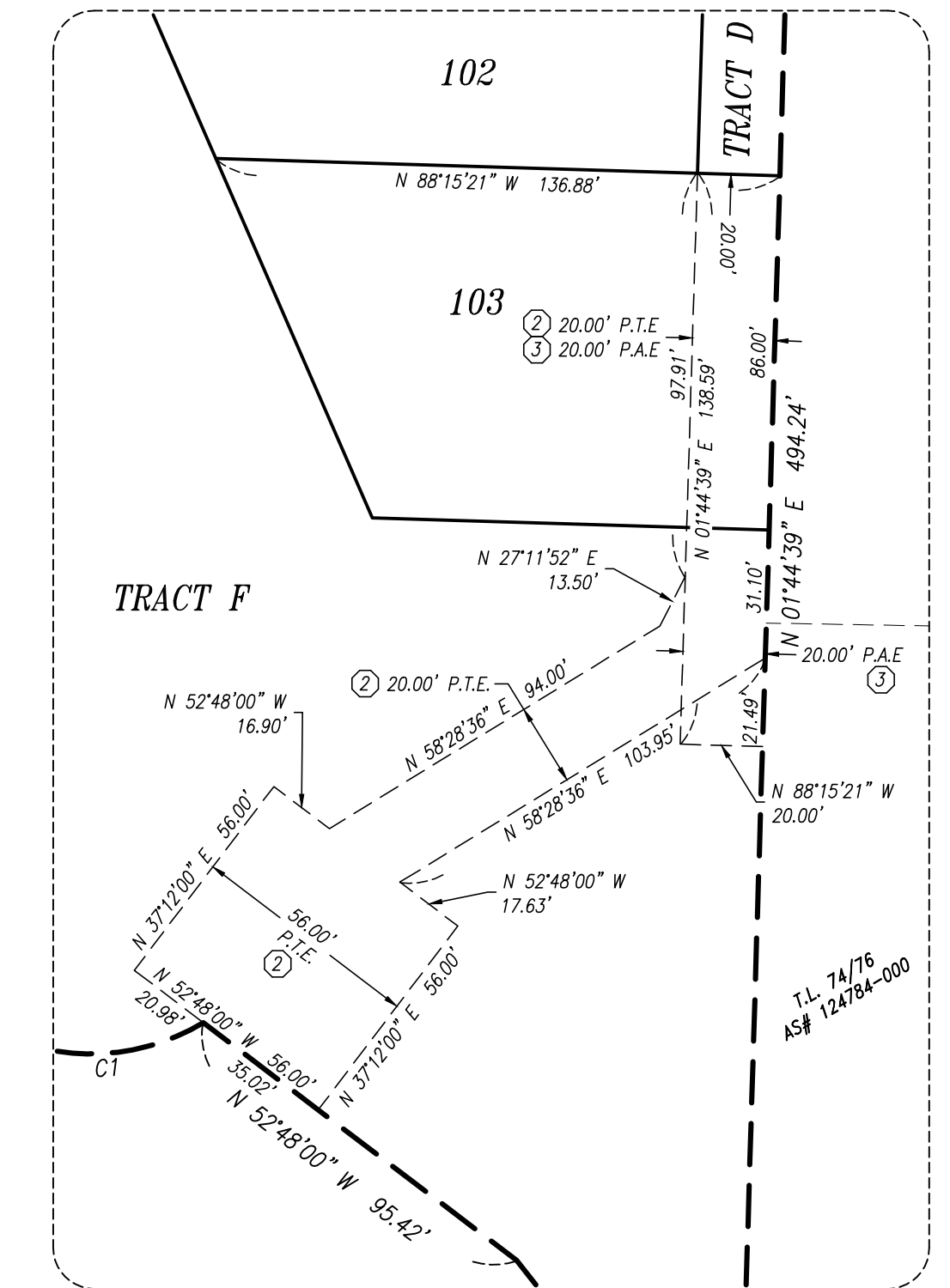
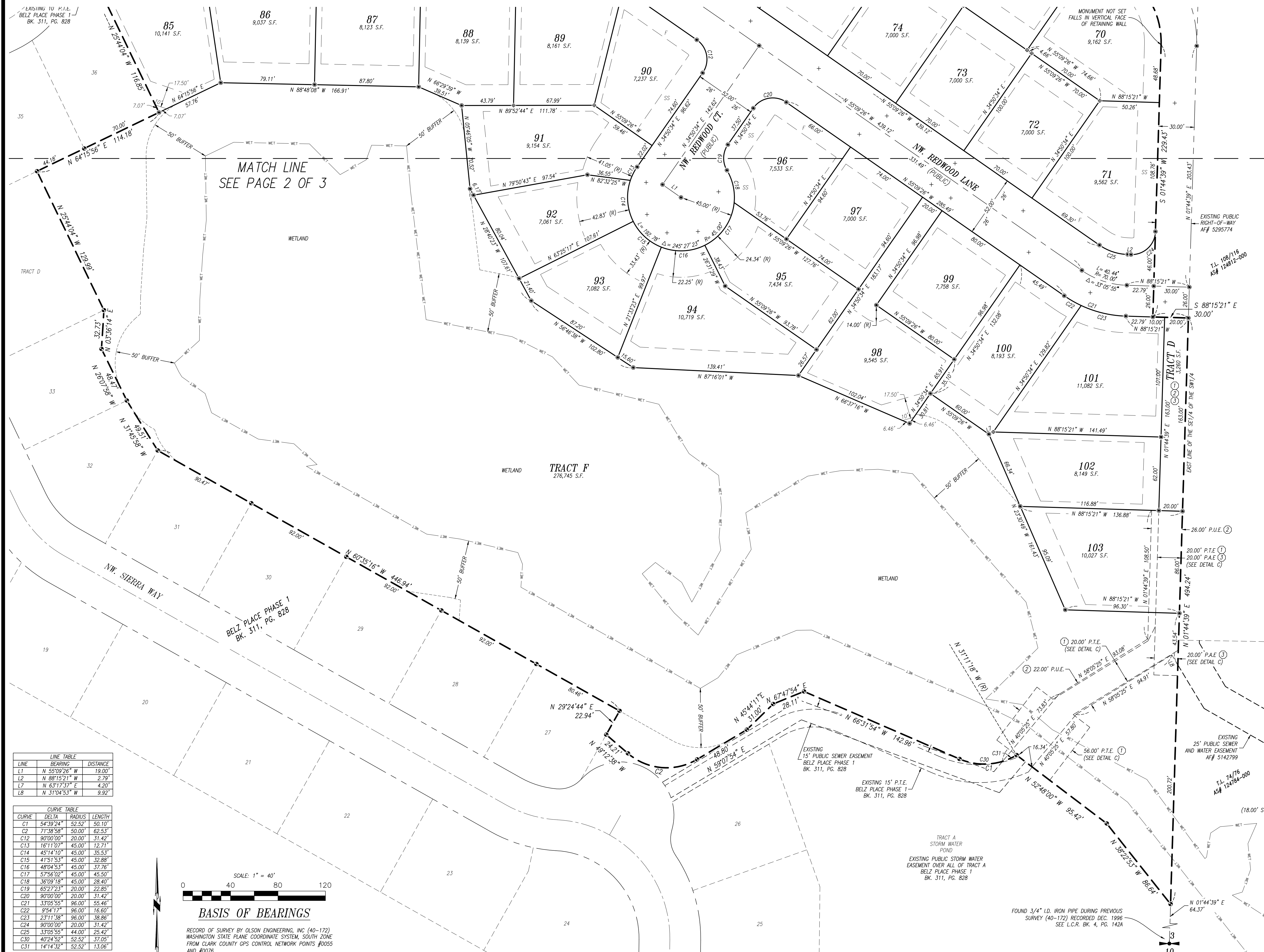
RECORD OF SURVEY BY OLSON ENGINEERING, INC. (40-172)  
WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE  
FROM CLARK COUNTY GPS CONTROL NETWORK POINTS #0055 AND #0076.

MATCH LINE SEE PAGE 3 OF 3



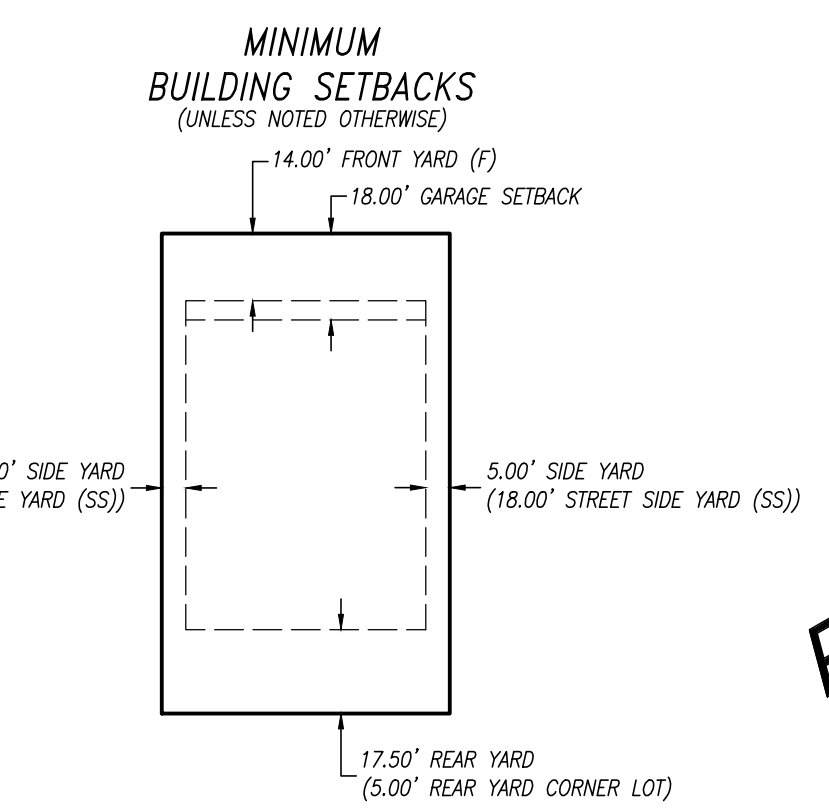
# BELZ PLACE PHASE 2

A SUBDIVISION IN THE SE 1/4 OF THE SW 1/4 SEC. 3, T1N, R3E, W.M.,  
CITY OF CAMAS, CLARK COUNTY, WASHINGTON  
BELZ PLACE SUBDIVISION FINAL ORDER #SUB05-14  
MARCH 2018



## LEGEND

- FOUND MONUMENT AS DESCRIBED
  - 1/2" X 24" IRON ROD & YELLOW PLASTIC CAP STAMPED (OLSON ENG. PLS 17688) SET DURING PREVIOUS SURVEY OF BELZ PLACE PHASE 1 (SEE REFERENCE# 9)
  - SET BRASS SCREW AND WASHER STAMPED "OLSON ENG. 46624" IN CONCRETE CURB ON A PROJECTION OF THE LOT LINE AT A DISTANCE OF 11.75' FROM THE FRONT LOT CORNER UNLESS NOTED OTHERWISE IN THE CURB SCREW TABLE (THIS PAGE)
  - SET 1/2" X 24" REBAR & YELLOW PLASTIC CAP STAMPED "OLSON ENG. 46624" DURING THIS SURVEY
- P.T.E. PUBLIC TRAIL EASEMENT  
P.U.E. PUBLIC UTILITY EASEMENT  
P.A.E. PRIVATE ACCESS EASEMENT  
REFERENCE EASEMENT PROVISION NOTE (SEE PAGE 2)  
F FRONT YARD SETBACK  
SS STREET SIDE YARD SETBACK  
(R) RADIUS OR RADIAL
- PLAT BOUNDARY  
EXISTING TAX LOT LINE  
CENTERLINE RIGHT-OF-WAY  
LOT LINE AND RIGHT-OF-WAY MARGIN  
EXISTING RIGHT-OF-WAY MARGIN  
EASEMENT (AS NOTED)  
BUILDING SET BACK LINE  
EXISTING WETLAND

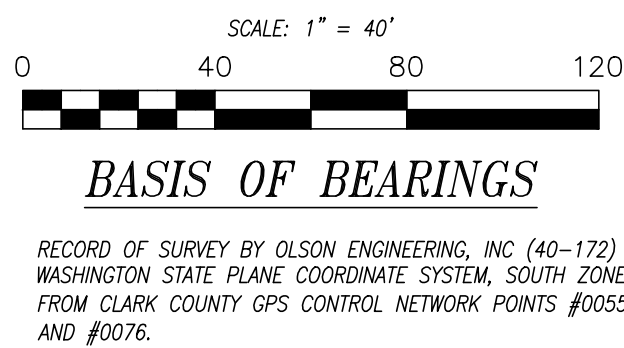


03/15/2018

PG. 3 OF 3 JOB# 6382.07.01  
COPYRIGHT 2018, OLSON ENGINEERING, INC.  
FILE: J:\DATA\63000\63801\6382\SURVEY\PLAT\6382.S.FPLAT-PH2\_P02.DWG  
**OLSON LAND SURVEYORS ENGINEERS**  
ENGINEERING INC. 222 E. EVERGREEN BLVD, VANCOUVER, WA 98660  
1-360-695-1385  
1-509-289-9936

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 55°09'26" W	19.00'
L2	N 88°15'21" W	2.79'
L7	N 63°17'37" E	4.20'
L8	N 31°04'53" W	9.92'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	54°39'24"	52.52'	50.10'
C2	71°38'58"	50.00'	62.53'
C12	90°00'00"	20.00'	31.42'
C13	18°11'07"	45.00'	12.71'
C14	45°14'10"	45.00'	35.53'
C15	41°51'53"	45.00'	32.88'
C16	48°04'53"	45.00'	37.76'
C17	57°56'02"	45.00'	45.50'
C18	36°09'18"	45.00'	28.40'
C19	65°22'23"	20.00'	22.85'
C20	90°00'00"	20.00'	31.42'
C21	33°05'55"	96.00'	55.46'
C22	9°54'17"	96.00'	16.60'
C23	23°11'38"	96.00'	38.86'
C24	90°00'00"	20.00'	31.42'
C25	33°05'55"	44.00'	25.42'
C30	40°24'52"	52.52'	37.05'
C31	14°14'32"	52.52'	13.06'





## STAFF REPORT

### FINAL PLAT FOR HILLS AT ROUND LAKE PRD, PHASES 12 & 13

#### FILE NO. FP17-02

Associated File Numbers: SUB05-16; SUB11-01; MinMod17-05 (Phs. 12 & 13); MinMod16-03; MinMod15-07; MISC15-02; MinMod14-03; MinMod12-08; FP13-03 (Phs. 1, 2, 3); FP14-07 (Ph. 4); FP16-05 (Ph. 5); FP15-02 (Ph. 6); FP15-03 (Ph. 7); FP16-10(Ph. 9); FP16-11 (Ph. 10); FP17-01 (Phases 12 & 13); and BLA13-02 through BLA13-08

TO: Mayor Higgins  
City Council

FROM: Sarah Fox, Senior Planner  
Anita Ashton, Engineering Project Manager

DATE: May 1, 2018

LOCATION: The development is located west of NE Woodburn Drive and is along NE Pioneer Street. The project can also be described as Tax assessor #122997-000, and NW ¼ of Section 1, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington.

OWNER: Hills at Round Lake, LLC  
P.O. Box 87970  
Vancouver, WA 98687

**APPLICABLE LAW:** The application was submitted March 24, 2017, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

BACKGROUND INFORMATION	
<b>Total Area:</b> 11.95 acres	<b>Recreational open space:</b> None in this phase
<b>Lots:</b> 41 single-family lots	<b>Storm Pond:</b> Shared facility is located offsite at Tract A of Phase 4
<b>Critical Areas:</b> 2.79 acres	

#### SUMMARY

The Hills at Round Lake is a 333 lot planned residential development, which received master plan approval on October 4, 2010. The master plan included 13 phases; whereas the preliminary plan had seven. The request is for final plat approval for the last phases, which were originally part of "Pod A3" on the Master Plan.

**This staff report addresses the requirements for final plat approval.** Staff found that the applicant met the requirements in accordance with CMC§17.21.060. Lot numbers and street names within the



conditions of the preliminary approval differ from the final plat due to subsequent modifications. Where these occurred, staff made note of the changes.

CONDITIONS OF APPROVAL (SUB05-16)	FINDINGS
1. Stormwater treatment including nutrient control and detention facilities shall be designed in accordance with the 1992 Puget Sound Stormwater Manual design guidelines. Final stormwater calculations shall be submitted at the time of final construction plan submittal.	Final calculations are on file.
2. All construction plans will be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.	In compliance for Phases 12 & 13
3. Underground (natural gas, CATV, power, street light and telephone) utility plans shall be submitted to the City for review and approval prior to approval of the construction plans.	In compliance for Phases 12 & 13
4. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved subdivision. The City will supply the list of required signs, markings and barriers at the time paving is scheduled.	Signs, lights, and striping are bonded
5. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer's estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.	Fee was paid as required
6. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners.	A monument sign was not submitted for this phase. Locations for monument signs were approved on the preliminary landscape plans

7. A homeowner's association (HOA) will be required for this development. The applicant will be required to furnish a copy of the C.C. & R.'s for the development to the City for review. Specifically, the applicant will need to make provisions in the C.C. & R.'s for maintenance of the stormwater detention and treatment facilities, any storm drainage system, fencing, landscaping, retaining walls, Tracts or easements outside the City's right of way (if applicable).	Homeowner CC&R's indicate that Phase 4 will annex Phases 12 & 13
8. Building permits shall not be issued until this subdivision is deemed substantially complete and the final plat is recorded and approved by the Planning, Engineering, Building and Fire Departments.	Will comply
9. The applicant shall remove all temporary erosion prevention and sediment control measures from the site at the end of the two-year warranty period, unless otherwise directed by the Public Works Director.	Will comply
10. Final plat and final as-built construction drawing submittals shall meet the requirements of the CMC 17.11.060, CMC 17.01.050 and the Camas Design Standards Manual for engineering as-built submittals.	Will comply
<b>PLANNING</b>	
11. A final master plan shall be approved prior to final plat approval of any phase. The final master plan shall include lot design and layout of all proposed "Pods" and all other conditions as required for approval pursuant to Chapter 18.23 and Chapter 17.13 CMC.	Approved on October 4, 2010 and has been superseded by a master plan dated <b>July 27, 2017</b>
12. The sequencing of the proposed phases is not approved with this preliminary master plan. The sequence of the phasing plan shall be approved with the final master plan with the exception of the school site, which is approved as part of phase one.	Applicable master plan was approved July 27, 2017
13. Sales Offices: The applicant is permitted to operate one sales office in a model home and/or trailer <b>per phase</b> .	There were seven phases with the preliminary approval and now there are 13 phases.
a. There are <b>seven</b> proposed locations that <b>shall be allowed</b> placement of a sales office and/or model home.	This condition is inconsistent with the previous condition.

b. Occupancy of a unit as sales office shall expire 18 months from the date of building permit issuance for said sales office, unless prior to this date the applicant provides a written request to the Community Development Director for an extension. The Community Development director may grant a one-time reasonable extension not to exceed one year upon a showing that more than 10 lots remain unsold in the phase in which the sales office is located...(Refer to decision for full text of this condition.)	Will comply if sales office is requested.
14. Lots adjacent to the Type II Stream shall maintain the 50-foot buffer as established in the Development Agreement (#4017467).	Phases 12 & 13 are not adjacent to the stream.
15. The applicant shall revise lots adjacent to the Class III wetlands to maintain a 50-foot buffer and as established in the Development Agreement (#4017467).	In compliance for previous phases
16. Multi-family housing and single-family attached housing (Pod C) shall be subject to Design Review approval prior to issuance of building permits.	Phases 12 & 13 are all single-family detached.
17. The applicant shall be required to provide final landscape plans acceptable to the City prior to final engineering approval of each phase. An acceptable plan for tot lots to include a play structure and picnic tables, or approved equivalent. The tot lots and recreational open space trails shall be installed prior to final plat approval of each phase.	Staff reviewed and approved landscaping plan for these phases. No trails or tot lots in this phase
18. Prior to final plat approval of each phase, a wall of acceptable height and materials (6-foot block or concrete) or other combinations of landscaping, walls and/or fencing acceptable to the City, will be installed along the <b>Trillium Drive</b> and NE 35th Avenue to provide privacy and security to the residence, and uniformity in design as proposed by this application. Final landscaping and wall/fence plans shall be included with engineering plans of each phase.	Trillium Drive is currently named Woodburn Drive and is not part of this phase.
19. The applicant shall revise lots 19-22 of "A4", lots 1-7 of "A2", and lots 28-30 of "A2" to provide a minimum landscaped buffer of 10-feet to include fencing or wall in uniformity with the master plan.	Does not apply given that Phases 12 & 13 are within Pod A3

ENGINEERING	
<p>20. The applicant shall revise the lot lines to be at right angles or radial to curved streets in accordance with CMC 17.19.030 (D2). The following lots be revised to comply with this requirement prior to final engineering plan approval and final plat approval: "A1" lots 1-5; "A3" lots 2, 3, 6, 7, 11, 12, 28, 29 and 31-33; "A4" lots 5, 30-32, 38-42 and 47; "B1" lots 4-6; "B2" lots 17, 18, 21-23, 28, 29 and 90-93.</p>	<p>Lot lines have been adjusted as practical</p>
<p>21. Prior to final engineering plan approval for any phase the applicant shall submit an acceptable landscaping plan for the stormwater facilities located adjacent of NE Trillium Drive showing the proposed fencing, enhanced landscaping, view terrace, shade structure and bench materials and locations.</p>	<p>Installed and approved with Phase 4.</p>
<p>22. Prior to final engineering plan approval the applicant shall demonstrate that adequate site distance will be provided at any substandard curve radius on NE Trillium Drive and NE 35th Avenue, and that adequate advisory speed limit signage will be installed.</p>	<p>Does not apply to this phase</p>
<p>23. The applicant shall provide street extensions acceptable to the City to Tax Lot 31, 32, Tax Lot 33 and Tax Lot 4/1 in accordance with CMC 17.19.040 (B) (6a).</p>	<p>Does not apply to this phase</p>
<p>24. The applicant shall provide a minimum of 29 additional off street parking spaces with Alternate B (no school site) and a minimum of 24 on-street parking spaces with Alternate A (school site) in locations acceptable to the City prior to final engineering plan approval for the first phase and prior to final master plan approval.</p>	<p>Not applicable to this phase.</p>
<p>25. The applicant shall install the off-site water improvements as described in the Gray and Osborne memorandum of September 2005. The off-site water improvements in SE Crown Road from NE 3rd Ave... (Refer to decision for full text of this condition.)</p>	<p>Off-site water improvements are complete. This criterion is satisfied for all phases.</p>
<p>26. The applicant shall provide a left turn lane on SE 283rd Avenue with a minimum storage length of 100 feet for north bound traffic turning west bound into the project site on NE 35th Avenue... (Refer to decision for full text of this condition.)</p>	<p>Roadway constructed during prior phases</p>
<p>27. The applicant shall complete the installation of the off-site sewer improvements down SE Crown Road to connection with the existing City sewer system prior to issuance of building permits for any phase.</p>	<p>Constructed during prior phases</p>

28. No construction spoils shall be placed on building lots. Any fill material placed on lots must be engineered structural fill, unless placed in the front or rear setback to a maximum of 6 inches in total depth.	In compliance for Phases 12 & 13
29. The development shall comply with Camas Municipal Code (CMC) 15.32 for any land disturbing activity. The applicant shall submit an erosion prevention/sediment control plan in accordance with CMC 15.32 for any land disturbing activity <i>[Removed from this report for brevity.]</i>	In compliance for Phases 12 & 13
<b>30. SEPA mitigation measures</b> (Refer to decision for full text of these measures)	In compliance for Phases 12 & 13
<b>CONDITIONS OF APPROVAL OF SUB11-01*</b>	Included only the conditions that differed from SUB05-16
8. Installation of automatic fire sprinkler systems that comply with NFPA 13D or 13R will be required in all new dwellings. A note to this effect shall be placed on the face of the final plat.	Refer to Plat Note #5
9. An address monument acceptable to the Fire Marshal shall be placed at each private access tract (five in total) serving lots 20-22, 42 & 43, 54 & 55, 58-61 and 62-64 where the access tract leaves the public street. The address monuments shall be placed prior to issuance of final occupancy by the Building Department.	Will comply for (new) <b>Lot 295</b> prior to building occupancy
12. The applicant shall revise the preliminary plat development standards table to remove the provisions for alley setbacks at the Rear Yard standard.	Development standards table on plat drawing complies
13. Pod 'C' permits both attached and detached housing development. The preliminary plat shall be revised to expressly allow zero or four foot side lot setbacks between lots to clarify this option and to avoid conflicts with CMC§18.09.040 Table 2 (note 2).	Not applicable to this phase

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\* The conditions of approval for SUB11-01 are substantially similar to the conditions of the original PRD approval. Staff noted where substantive differences occur. Refer to decisions if there is a discrepancy or error found in this report.



14. The applicant shall install recreational trails and directional signage prior to final acceptance of each phase. Signs directing residents to trails shall be installed near intersections with private and public roadways.	No trails within this phase
16. The applicant shall install a sign at each overflow parking area prior to final acceptance, which identifies the overflow parking lot is for temporary parking and note the HOA responsibilities.	Does not apply to this plat
17. The final plat notes for each phase shall include the required notes from SUB05-16, Condition #32, additional notes as required per this decision and those required per CMC §17.01.050 – Survey Content.	Plat notes are in compliance
<b>CONDITIONS OF APPROVAL OF MINMOD12-08</b>	
1. The applicant shall record the boundary line adjustments as approved with the Clark County auditor's office, and return a copy of the recorded documents to the city.	Compliance met
2. The applicant shall submit to the city a revised Final Master Plan drawing with the adjusted open space at Tract B, the revised northern property boundary, and reorder the Tracts accordingly (due to the loss of Tract "F").	Approved plan was superseded with the version approved with MinMod17-05.
3. This consolidated decision shall expire in one year if the approved boundary line adjustments are not recorded, in accordance with CMC§17.07.060.	Conditions were met and permit did not expire.
<b>CONDITIONS OF APPROVAL OF MINMOD14-03</b>	
	Decision applied to Phases 4 to 11 and divided Phase 5 into 5a and 5b.
1. The applicant shall provide one pedestrian path between Lots 188 and 176 in lieu of the alignment between Lots 149 and 163. For clarity, all trails/paths shall be shown on the revised Master Plan drawings, and site construction drawings.	Compliance met
2. The applicant shall submit to the city a revised Final Master Plan drawing, consistent with this decision, within one year of the date of issuance of this decision; otherwise this decision shall be void.	Revised Master Plan was received on April 3, 2015. Condition was satisfied.
<b>CONDITIONS OF APPROVAL MINMOD15-07</b>	

1. Street trees shall be installed at the time of sidewalk installation and shall be inspected at the time of the sidewalk inspections.	Will comply
2. The developer/owner shall complete all required street tree planting within three years of the final plat recording date.	Will comply by <b>May 7, 2021</b>
<b>CONDITIONS OF APPROVAL OF MINMOD16-03</b>	This decision affects Phases 8, 9, and 10.
<p>1. The applicant shall revise the phasing plan to include Tract R in one of the phases that has yet to receive final plat approval.</p> <p>2. The applicant shall submit to the city a revised Final Master Plan drawing, consistent with this decision, within six months of the date of issuance of this decision; otherwise this decision shall be void.</p>	<p>In compliance. Tract "R" is now within Phase 13.</p> <p>A revised master plan drawing was received consistent with these conditions. Approved plan was superseded with the version approved with MinMod17-05.</p>

#### FINAL PLAT CRITERIA FOR APPROVAL (CMC 17.21.060-C)

1. That the proposed final plat bears the required certificates and statements of approval;
2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate;
3. That the facilities and improvements required to be provided by the developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat an improvement bond or other security in conformance with CMC 17.21.040;
4. That the plat is certified as accurate by the land surveyor responsible for the plat;
5. That the plat is in substantial conformance with the approved preliminary plat; and
6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval.

**Findings:** The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.

#### RECOMMENDATION

Staff recommends that Council **APPROVE** the final plat of the Hills at Round Lake PRD, Phases 12 & 13 (file #FP17-02) as submitted.

## CITY OF CAMAS MAYOR

APPROVED BY \_\_\_\_\_ MAYOR DATE \_\_\_\_\_

## CITY OF CAMAS FINANCE DIRECTOR

THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL AT THE DATE OF CERTIFICATION.

CITY OF CAMAS FINANCE DIRECTOR DATE \_\_\_\_\_

## CITY OF CAMAS PUBLIC WORKS DEPARTMENT

ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED FOR IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL;

ALL IMPROVEMENTS CAN OR WILL MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY, AND DRAINAGE CONSTRUCTION PLANS;

ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A FORMAT APPROVED BY THE PUBLIC WORKS DIRECTOR OF DESIGNEE AND CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED OR FINANCIALLY SECURED FOR CITY RECORDS.

APPROVED BY \_\_\_\_\_ CITY OF CAMAS ENGINEER DATE \_\_\_\_\_

## CITY OF CAMAS COMMUNITY DEVELOPMENT

APPROVED BY \_\_\_\_\_ CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR DATE \_\_\_\_\_  
OR DESIGNEE

## CAMAS-WASHOUGAL FIRE DEPARTMENT

APPROVED BY \_\_\_\_\_ CAMAS-WASHOUGAL FIRE CHIEF OR DESIGNEE DATE \_\_\_\_\_

## CLARK COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. NO. 58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS

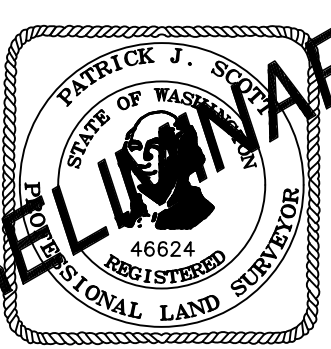
## THE HILLS AT ROUND LAKE - PHASES 12 &amp; 13

SUBDIVISION PLAT NO. \_\_\_\_\_ IN THE COUNTY OF CLARK, STATE OF WASHINGTON

CLARK COUNTY ASSESSOR

## LAND SURVEYOR'S CERTIFICATION

ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY TO CITY OF CAMAS THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN CLARK COUNTY, I FIND THAT THIS PLAT, AS SHOWN, IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT.

PATRICK J. SCOTT DATE \_\_\_\_\_  
PROFESSIONAL LAND SURVEYOR NO. 46624

04/05/2018

## EASEMENT PROVISIONS

- PUBLIC STORM WATER EASEMENTS OVER ALL OF TRACT "B", TRACT "C", AND PORTIONS OF LOTS 292, 295, 306, AND 315 AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF CAMAS FOR THE PURPOSE OF STORM WATER CONVEYANCE. THE CITY OF CAMAS SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR, AND RECONSTRUCTION OF THE STORM WATER UTILITY.
- A PUBLIC UTILITY EASEMENT OVER PORTIONS OF LOTS 301 AND 302, AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF CAMAS FOR THE PURPOSE OF SANITARY SEWER AND STORM WATER CONVEYANCE. THE CITY OF CAMAS SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND RECONSTRUCTION OF THE SANITARY SEWER AND STORM WATER UTILITIES.
- PUBLIC SIGHT DISTANCE EASEMENTS OVER PORTIONS OF LOTS 311, 320, 321, AND TRACT "A", AS SHOWN HEREON, ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF CAMAS. THE HOMEOWNERS ASSOCIATION OR INDIVIDUAL LOT OWNERS SHALL MAINTAIN THE SIGHT DISTANCE EASEMENT AREAS PER CITY OF CAMAS REQUIREMENTS (SEE CITY OF CAMAS REQUIRED NOTES 8).
- PRIVATE STORM WATER EASEMENTS OVER PORTIONS OF LOTS 306 THROUGH 311, AND LOTS 321 THROUGH 325, AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE HOMEOWNERS ASSOCIATION (HOA). THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND RECONSTRUCTION OF THE STORM WATER SYSTEM.

## CLARK COUNTY AUDITOR

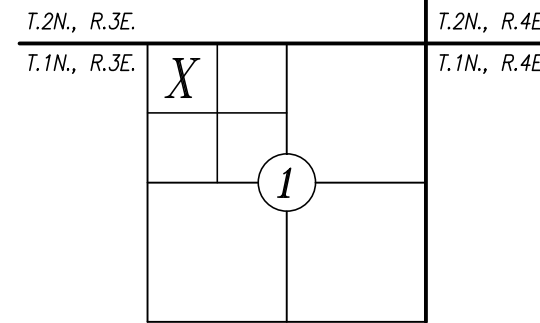
ATTESTED BY \_\_\_\_\_ CLARK COUNTY AUDITOR

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

AUDITORS FILE NO. \_\_\_\_\_ BOOK OF PLATS \_\_\_\_\_, AT PAGE \_\_\_\_\_.

THE HILLS AT ROUND LAKE  
PHASES 12 & 13

A SUBDIVISION IN THE NW 1/4, OF THE NW 1/4, AND GOVERNMENT LOT 6 SEC. 1, T 1 N, R 3 E, W.M.,  
CITY OF CAMAS, CLARK COUNTY, WASHINGTON  
CITY OF CAMAS FINAL ORDER SUB#05-16  
(POD "A3" OF THE HILLS AT ROUND LAKE PRD)  
ORIGINALLY APPROVED AS THE HILLS AT ROUND LAKE PHASES 12 AND 13  
APRIL 2018



## CITY OF CAMAS REQUIRED NOTES

- A HOMEOWNER'S ASSOCIATION (HOA) WILL BE REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE CONDITIONS, COVENANTS & RESTRICTIONS (C.C.&R.'S) SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORM POND FACILITY LOCATED WITHIN TRACT A OF THE HILLS AT ROUND LAKE PHASE 4 (BK. 311, PG. 770).
- NO FURTHER SHORT PLATTING OR SUBDIVIDING OF ANY LOT OR TRACT WILL BE PERMITTED.
- A FINAL OCCUPANCY PERMIT WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND ACCEPTED BY THE CITY OF CAMAS.
- THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, FIRE IMPACT FEES, AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE.
- AUTOMATIC FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 13D STANDARD ARE REQUIRED IN ALL STRUCTURES.
- IN THE EVENT THAT ANY ITEM OF ARCHAEOLOGICAL INTEREST IS UNCOVERED DURING THE COURSE OF A PERMITTED DISTURBING ACTION OR ACTIVITY, ALL GROUND DISTURBING ACTIVITIES SHALL IMMEDIATELY CEASE AND THE APPLICANT SHALL NOTIFY THE CITY OF CAMAS PUBLIC WORKS DEPARTMENT AND THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (D.A.H.P.) AND ADHERE TO THE PROCEDURES SPECIFIED UNDER CITY OF CAMAS MUNICIPAL CODE 16.31.150.
- THE HOA SHALL MONITOR AND MAINTAIN THE NATURAL AND SENSITIVE OPEN SPACE AREAS THAT ARE WITHIN THIS DEVELOPMENT AND AT THE INTERFACE OF LOTS THAT ARE DIRECTLY ADJACENT TO LACAMAS LAKE REGIONAL PARK. THE HOA C.C.&R.'S SHALL PROVIDE ENFORCEMENT MECHANISMS FOR ILLEGAL DUMPING OF HARD DEBRIS OR OTHER WASTE INTO THESE AREAS AND BE RESPONSIBLE FOR RESULTING MITIGATION.
- NECESSARY SIGHT DISTANCE EASEMENTS AND VEGETATION MANAGEMENT AREAS AS NOTED ON THIS PLAT ARE REQUIRED TO ENSURE THAT ADEQUATE SIGHT DISTANCE WILL BE MAINTAINED BY THE HOA OR INDIVIDUAL HOMEOWNER'S.
- ALL LOTS SHALL COMPLY WITH DEVELOPMENT STANDARDS AS SPECIFIED BY THE DEVELOPMENT STANDARDS TABLE SHOWN HEREON.

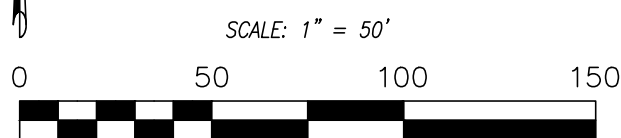
## SURVEY REFERENCES

- PLAT OF THE HILLS AT ROUND LAKE - PHASE 1 BY OLSON ENGR., INC. (BK. 311, PG. 705)
- PLAT OF THE HILLS AT ROUND LAKE - PHASE 2 BY OLSON ENGR., INC. (BK. 311, PG. 706)
- PLAT OF THE HILLS AT ROUND LAKE - PHASE 3 BY OLSON ENGR., INC. (BK. 311, PG. 707)
- PLAT OF THE HILLS AT ROUND LAKE - PHASE 4 BY OLSON ENGR., INC. (BK. 311, PG. 770)
- PLAT OF THE HILLS AT ROUND LAKE - PHASE 5 BY OLSON ENGR., INC. (BK. 311, PG. 838)
- PLAT OF THE HILLS AT ROUND LAKE - PHASE 6 BY OLSON ENGR., INC. (BK. 311, PG. 782)
- PLAT OF THE HILLS AT ROUND LAKE - PHASE 7 BY OLSON ENGR., INC. (BK. 311, PG. 783)
- PLAT OF THE HILLS AT ROUND LAKE - PHASES 8 & 11 BY OLSON ENGR., INC. (BK. 311, PG. 925)
- PLAT OF THE HILLS AT ROUND LAKE - PHASE 9 BY OLSON ENGR., INC. (BK. 311, PG. 926)
- PLAT OF THE HILLS AT ROUND LAKE - PHASE 10 BY OLSON ENGR., INC. (BK. 311, PG. 908)

## LEGEND

- FOUND MONUMENT AS NOTED (I.R. = IRON ROD)
- 1/2" x 24" IRON ROD & YELLOW PLASTIC CAP STAMPED "OLSON ENG. PLS 17866" SET DURING PREVIOUS OLSON ENGINEERING PLAT SURVEY FOR THE HILLS AT ROUND LAKE PHASE 4
- 1/2" x 24" IRON ROD & YELLOW PLASTIC CAP STAMPED "OLSON ENG. PLS 17866" AS SET DURING PREVIOUS OLSON ENGINEERING PLAT SURVEY FOR THE HILLS AT ROUND LAKE PHASE 6
- 1/2" x 24" REBAR & YELLOW PLASTIC CAP STAMPED "OLSON ENG. PLS 46624" SET DURING PREVIOUS OLSON ENGINEERING PLAT SURVEY FOR THE HILLS AT ROUND LAKE PHASE 9
- SET 1/2" x 24" REBAR & YELLOW PLASTIC CAP STAMPED "OLSON ENG. PLS 46624" DURING THIS SURVEY
- BRASS SCREW WITH WASHER STAMPED "OLSON ENG. PLS 46624" IN CURB ON PROJECTION OF THE LOT LINE 11.10' FROM THE FRONT CORNER UNLESS OTHERWISE NOTED IN THE CURB SCREW TABLE, TO BE SET AFTER THE RECORDING OF THIS FINAL PLAT (SYMBOLS SHOWN ARE NOT TO SCALE)
- 1/2" x 24" REBAR & YELLOW PLASTIC CAP STAMPED "OLSON ENG. PLS 46624" TO BE SET AFTER THE RECORDING OF THIS FINAL PLAT
- PLAT BOUNDARY
- APPROVED PHASE BOUNDARY
- LOT LINE
- SECTION LINE
- CENTER LINE RIGHT-OF-WAY
- EASEMENT
- BUILDING SETBACK
- EXISTING TAX LOT
- EXISTING CENTERLINE RIGHT-OF-WAY
- SEE EASEMENT PROVISION #
- P.S.W.E. PUBLIC STORM WATER EASEMENT
- P.S.D.E. PUBLIC SIGHT DISTANCE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.W.E. STORM WATER EASEMENT (PRIVATE)
- (R) RADIAL

DEVELOPMENT STANDARDS TABLE	
THE HILLS AT ROUND LAKE DENSITY AND DIMENSIONS FOR PRD LOT DEVELOPMENT	
	SINGLE-FAMILY
MINIMUM LOT WIDTH	42'
MINIMUM LOT DEPTH	80'
MINIMUM FRONTAGE ON A CURVE OR CUL-DE-SAC	25'
MAXIMUM BUILDING HEIGHT	35'
MAXIMUM BUILDING COVERAGE	55%
MINIMUM SETBACKS	
FRONT YARD (INCLUDES 6" PUBLIC UTILITY EASEMENT)	12' **
GARAGE SETBACK FROM R.O.W.	18'
SIDE YARD	4'
REAR YARD	10'
CORNER LOT FRONT YARD	12'
CORNER LOT STREET SIDE YARD	10'
CORNER LOT REAR YARD	5'
** FRONT YARD SETBACK FOR LOT 326 = 13.34' ** FRONT YARD SETBACK FOR LOT 327 = 16.16'	



## BASIS OF BEARINGS

N 89°15'40" W ASSUMED ALONG THE NORTH LINE OF SEC. 1, T 1 N, R 3 E, W.M. BETWEEN THE MONUMENTS FOUND IN PLAT AT THE NW CORNER AND THE NE CORNER THEREOF  
PG. 1 OF 1 JOB# 7436.03.02

LINE	BEARING	DISTANCE
L1	N 78°41'31" W	38.87
L2	N 43°58'08" W	46.58
L3	N 35°42'53" W	29.97
L4	N 89°43'04" W	52.46
L5	N 49°12'39" W (R)	52.00
L6	N 56°42'16" W	52.08
L7	N 15°07'38" E (R)	18.00
L8	N 46°13'45" E	19.13
L9	N 08°26'32" W	21.21
L10	N 62°15'29" W	28.88
L11	N 53°40'59" E	10.10
L12	N 01°29'10" E	25.00
L13	N 88°30'50" W	39.00
L14	N 88°30'50" W	14.50
L15	N 88°30'50" W	14.50
L16	N 88°30'50" W	10.00
L17	N 88°30'50" W	14.50
L18	N 88°30'50" W	14.50
L19	N 01°29'10" E	27.00
L20	N 28°24'35" W	29.19
L21	N 02°54'19" W	28.41
L22	N 40°47'21" E	5.00
L23	N 49°12'39" W	10.00
L24	N 01°29'10" E	10.00
L25	N 62°32'59" W	28.11
L26	N 79°27'45" E	28.85
L27	N 30°51'44" W	36.00
L28	N 44°57'29" E	25.96
L29	N 45°02'36" W	24.78

## PUBLIC UTILITY EASEMENT

A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON THE EXTERIOR 6.00 FEET OF ALL LOTS AND TRACTS PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENOVATING, OPERATING AND MAINTAINING OF BUT NOT LIMITED TO ELECTRIC, TELEPHONE, TV, CABLE, WATER, GAS, SANITARY SEWER, AND STORM WATER, ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM WORKING CLEARANCES AS DEFINED BY CLARK COUNTY UTILITIES CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DECISIONS ON THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS.

## PUBLIC SIDEWALK EASEMENT

A PUBLIC SIDEWALK EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON THE EXTERIOR 6.00 FEET OF ALL LOTS AND TRACTS PARALLEL WITH AND ADJACENT TO THE PUBLIC ROADS AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS.

## TRACT NOTES

- TRACT "A" IS HEREBY CONVEYED TO THE HOMEOWNER'S ASSOCIATION (HOA) WITH THE RECORDING OF THIS FINAL PLAT FOR THE PURPOSE OF NATURAL OPEN SPACE, INCLUDING WETLAND AND WETLAND BUFFER AREAS, AND PROTECTED OREGON WHITE OAK TREES, AND IS TO BE OWNED, SHARED, AND MAINTAINED BY THE HOA AND SHALL REMAIN IN ITS NATURAL STATE UNLESS OTHERWISE APPROVED BY THE CITY COUNCIL.
- TRACTS "B", "C", "D" AND "E" ARE HEREBY CONVEYED TO THE HOMEOWNER'S ASSOCIATION (HOA) WITH THE RECORDING OF THIS FINAL PLAT FOR THE PURPOSE OF LANDSCAPED OPEN SPACE, AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
- TRACT "F" IS HEREBY CONVEYED TO THE HOMEOWNER'S ASSOCIATION (HOA) WITH THE RECORDING OF THIS FINAL PLAT FOR THE PURPOSE OF OPEN SPACE BUFFER AND SHALL BE OWNED AND MAINTAINED BY THE HOA.

## LAND INVENTORY

TOTAL ACREAGE: 11.95 AC.  
TOTAL DEVELOPED ACREAGE: 8.72 AC.  
TOTAL LOT AREA: 6.71 AC.  
TOTAL INFRASTRUCTURE AREA: 2.02 AC.  
TOTAL TRACT AREA: 0.46 AC.  
TOTAL CRITICAL AREA (TRACT A): 2.79 AC.  
TOTAL RECREATIONAL OPEN SPACE: 0.00 AC.

## DEED REFERENCES

GRANTOR: LOYAL LANDS COMPANY, LLC  
GRANTEE: THE HILLS AT ROUND LAKE, LLC  
AFF: 4747795 D  
DATE: 03/03/2011

GRANTOR: THE HILLS AT ROUND LAKE, LLC  
GRANTEE: THE HILLS AT ROUND LAKE, LLC  
AFF: 4987683 BA  
DATE: 06/28/2013

## PROCEDURE

FIELD TRAVERSES WERE PERFORMED WITH A TRIMBLE S6 TOTAL STATION (ST) AND ADJUSTED BY LEAST SQUARES. THE TRAVERSES MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090.

COPYRIGHT 2017, OLSON ENGINEERING, INC.  
FILE: J:\DATA\7000\7400\7430\7436\SURVEY\PLATS\7436.S.PLAT PH-12-13.DWG



## BIDDER'S INFORMATION PAGE

CITY PROJECT NO. WS-752  
~~2017~~ <sup>Feb</sup> 2018 WELL 17 DEVELOPMENT

Proposal Submitted By:

AOKKado Drilling, Inc.  
CONTRACTOR

P.O. Box 100  
CONTRACTOR MAILING ADDRESS

Arakam WA 98338 (253) 847-3579  
CITY STATE ZIP CODE PHONE NO.

AOKKADIO17M8 3/9/2019  
WASHINGTON STATE CONTRACTORS LICENSE # EXPIRATION

City of Camas Municipal Building  
616 NE 4th Avenue  
Camas, Washington

Contacts: **City of Camas**  
**Sam Adams, Utilities Manager**  
**Phone: (360) 817-1563**  
**sadams@cityofcamas.us**

## BID PROPOSAL

To the Office of the City Clerk  
Camas, Washington

The undersigned hereby certifies that he has examined the location of

### 2017 WELL 17 DEVELOPMENT CITY OF CAMAS PROJECT NO. WS-752

and that the plans, specifications, and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications, and contract, and the following schedule of rates and prices:

(Note: Unit costs for all items, all bid item total amounts, and the total base bid should be shown. All entries must be typed or entered legibly in ink.)

#### SCHEDULE A

ITEM NO.	APPROX. QUANT.	ITEM DESCRIPTION	UNIT COST	TOTAL AMOUNT
6.1	1	LS MOBILIZATION/DEMobilIZATION	\$ 35,000 <sup>00/100</sup>	\$ 35,000 <sup>00/100</sup>
6.2	100	LF INSTALL 16-INCH SURFACE SEAL	\$ 275 <sup>00/100</sup>	\$ 27,500 <sup>00/100</sup>
6.3	1	LS 12-INCH DRIVE SHOE	\$ 800 <sup>00/100</sup>	\$ 800 <sup>00/100</sup>
6.4	300	LF DRILL 12-INCH HOLE	\$ 100 <sup>00/100</sup>	\$ 30,000 <sup>00/100</sup>
6.5	402	LF FURNISH 12-INCH WELL CASING	\$ 50 <sup>00/100</sup>	\$ 20,100 <sup>00/100</sup>
6.6	80	LF CREDIT FOR 12-INCH CASING REMOVED	\$ (15 <sup>00/100</sup> )	(\$ 1,200 <sup>00/100</sup> )
6.7	1	LS 12-INCH DRIVE SHOE CUT	\$ 8,000 <sup>00/100</sup>	\$ 8,000 <sup>00/100</sup>
6.8	1	FA FURNISH SCREEN ASSEMBLY/OTHER MATERIALS	\$ 8,000	\$ 8,000
6.9	70	HR AUTHORIZED HOURLY WORK	\$ 350 <sup>00/100</sup>	\$ 24,500 <sup>00/100</sup>
6.10	1	LS FURNISH AND INSTALL PUMPING TEST EQUIP.	\$ 10,000 <sup>00/100</sup>	\$ 10,000 <sup>00/100</sup>
6.11	100	LF TEST WATER CONVEYANCE SYSTEM	\$ 6 <sup>00/100</sup>	\$ 600 <sup>00/100</sup>
6.12	26	HR HOURLY WORK FOR PUMPING TESTS	\$ 275 <sup>00/100</sup>	\$ 7,150 <sup>00/100</sup>
6.13	1	HR STANDBY TIME	\$ 350 <sup>00/100</sup>	\$ 350 <sup>00/100</sup>
6.14	1	FA EXTRA MATERIAL	\$300	\$300

171,100<sup>00/100</sup>

WASHINGTON SALE TAX (8.4%)

\$ 14,364<sup>00</sup>/<sub>100</sub>

**CONTRACT TOTAL:**  
**(Basis of Award Bid Items 1-14)**

\$ 185,364<sup>00</sup>/<sub>100</sub>

*Siya Podge (President)*  
**Signature of Owner or Authorized Corporate Officer**  
**(This is required for a valid bid)**

**The City of Camas reserves the right to reject any or all proposals if found to be higher than the estimated cost and to waive any formality or technicality in any proposal in the interest of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.**

**ADDENDUM NO. #1  
TO THE  
SPECIFICATIONS AND CONTRACT DOCUMENTS**

**for**

**City Project No. WS-752  
2018 WELL 17 DEVELOPMENT**

**March 8, 2018**

IMPORTANT: *This addendum must be signed and submitted with the proposal.*

TO ALL PLANHOLDERS:

The following changes, additions, and/or deletions are made a part of the contract documents and bid specifications for the construction of the 2018 Well 17 Development, City of Camas Project No. WS-752, as fully and completely as if the same were set forth therein:

**DELETE** all References to 2017 Well 17 Development

**REPLACE** with the following: 2018 Well 17 Development

**BIDDERS CHECK LIST**

**DELETE** Item I

**REPLACE** with the following:

- I. **DID YOU COMPLETE AND SUBMIT THE SUPPLEMENTAL BIDDER CRITERIA FORMS B1, B2, AND B3 LOCATED UNDER PART XI MAPS AND FIGURES.**

**SPECIAL PROVISIONS**

**6.10 BID ITEM A10 – FURNISH AND INSTALL PUMPING TEST EQUIPMENT**

**ADDITIONAL LANGUAGE**

*“Primary pump engines and/or generators shall be equipped with a sound attenuating enclosure, critical grade exhaust silencer and other measures as necessary to ensure that in no conditions may the noise be detected above 55dBA at any residence adjacent to the well drilling site. Contractor shall submit sound attenuation measures for City review prior to pump test.”*

Receipt of this addendum is hereby acknowledged:

  
\_\_\_\_\_  
Authorized Signature

## **BID BOND ACKNOWLEDGEMENT**

The bidder is hereby advised that by signature of this proposal they are deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

<u>      </u> CASH	IN THE AMOUNT OF <u>                    </u>
<u>      </u> CASHIER'S CHECK	<u>                    </u> DOLLARS
<u>      </u> CERTIFIED CHECK	(\$ <u>          </u> ) PAYABLE TO THE CITY
<u>  X  </u> PROPOSAL BOND	TREASURER OF CAMAS, WASHINGTON, IN
	THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged of addendum(s) No. (s)   1  ,        &       .

**SIGNATURE OF AUTHORIZED  
OFFICIAL(S)**

 (Pres)

**FIRM NAME** Hokkaido Drilling, Inc.

**ADDRESS** P.O. Box 100,  
Graham, WA 98338

Notes:

- 1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
- 2) Please refer to Section 1-02.6 of the standard specifications, re: "Preparation of Proposal", or "Article 4" of the Instructions to Bidders for building construction jobs.
- 3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication:



**BID BOND**

Conforms with The American Institute of  
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Hokkaido Drilling, Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the Merchants Bonding Company (Mutual)

of Kirkland, WA, a corporation duly organized under  
the laws of the State of Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Camas as Obligee, hereinafter called the Obligee,  
in the sum of Five Percent (5%) of Bid Amount

Dollars (\$ Five Percent (5%) of Bid Amount ), for the payment of which sum well and truly to be made, the said Principal and the said  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2018 Well Development, WS - 752

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in  
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal  
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount  
for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall  
be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of March, 2018

Ann R Dodge  
Witness

Hokkaido Drilling, Inc. (Seal)  
{ [Signature] Principal  
Title

[Signature]  
Carley J. Espiritu  
Witness

Merchants Bonding Company (Mutual)  
{ By [Signature]  
Heather L. Allen Attorney-in-Fact

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aliceon A Keltner; Annelies M Richie; Brandon K Bush; Brent E Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L Jay; Eric A Zimmerman; Heather L Allen; James B Binder; Jamie L Marques; Julie R Truitt; Karen C Swanson; Kyle Joseph Howat; Mary S Norrell; Tamara A Ringeisen; Taylor Renae Kornell

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

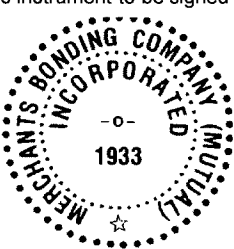
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of December, 2017.



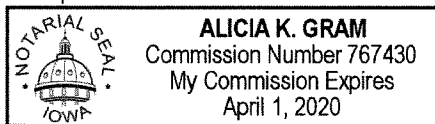
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 19th day of December 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of March, 2018.



*William Warner Jr.*  
Secretary

City Project No. WS-752  
2017 WELL 17 DEVELOPMENT

**MANDATORY BIDDER CRITERIA INFORMATION**

Per RCW 39.04.350 Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must provide the following:

HOKKADIO Drilling, Inc. Billy A. Dodge  
CONTRACTOR NAME OF OWNER OR CORPORATE OFFICER

Billy A. Dodge 3/23/18  
SIGNATURE OF OWNER OR CORPORATE OFFICER DATE

HOKKADIO17M8  
DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

600 476 850  
UNIFIED BUSINESS IDENTIFIER NUMBER (UBI)/WA STATE TAX REGISTRATION NO.

283,216-00 0  
LABOR AND INDUSTRIES WORKERS' COMPENSATION NUMBER

524877 00 4  
EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

91-1201956  
EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

By signing this page, the bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

**NOTE TO BIDDER:** Complete and sign this page and submit it with your bid. Incomplete bid packages will be considered non-responsive and will be rejected. Mandatory Bidder Criteria information will be verified immediately for compliance to ensure that all accounts are current. Non-compliance with any of the above agency requirements may be considered grounds for a non-responsive bid.

**SUBCONTRACTOR**  
**MANDATORY BIDDER RESPONSIBILITY CRITERIA**

(This is not required to be submitted with Bid. Form must be on file with Prime.)

**Verification of Subcontractor Responsibility Criteria**

Per RCW 39.06.020, the Prime Contractor must verify bidder criteria for each first tier subcontractor. Lower-tiered subcontractors must also verify bidder criteria for their subcontractors. Licensing information to verify is the same as listed above under Mandatory Bidder's Criteria. **As a courtesy**, a blank Subcontractor Mandatory Bidder Responsibility Criteria form has been included in these specifications.

---

**PROJECT NAME**

---

**PROJECT NUMBER**

---

**GENERAL CONTRACTOR**

*Prior to subcontracting any work, the Contractor shall verify that every Subcontractor, first tier and lower, meets the responsibility criteria stated below at the time of subcontract execution. Contractor is to verify that there are not any of the proposed Subcontractors on the 'Debarred Contractors' List.*

*No Subs Anticipated*

---

SUBCONTRACTOR NAME & SIGNATURE OF OWNER  
OR CORPORATE OFFICER

---

DATE

---

SUBCONTRACTOR MAILING ADDRESS

---

PHONE NUMBER

---

DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

---

UNIFIED BUSINESS IDENTIFIER NUMBER (UBI)/WA STATE TAX REGISTRATION NO.

---

LABOR AND INDUSTRIES WORKERS' COMPENSATION NUMBER

---

EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

---

EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

**ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING  
COMPLIANCE ENROLLMENT  
(ALSO REFERRED TO AS E-VERIFY)**

Re: City of Camas Public Work Contractor Lawful Hiring Compliance

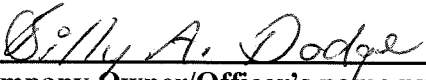
Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the (MOU) Memorandum of Understanding, in its entirety, (as issued by Homeland Security), submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas.


BIDDERS MUST SUBMIT A COPY OF THEIR (MOU) MEMORANDUM OF UNDERSTANDING, IN ITS ENTIRETY, FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY PROVING THAT THEIR COMPANY IS ENROLLED IN THE E-VERIFY PROGRAM. THIS IS REQUIRED AS A CONDITION OF CONSIDERATION OF YOUR BID.

Your signature below indicates acceptance of these terms:

  
\_\_\_\_\_  
Signature of Company Owner/Officer

3/23/2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Company Owner/Officer's name printed

  
\_\_\_\_\_  
Company



## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I

#### PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the *Rockwell Collins* (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II

#### RESPONSIBILITIES

##### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

- a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer



Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.



18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only

verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV**

### **SERVICE PROVISIONS**

#### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V**

### **MODIFICATION AND TERMINATION**

#### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

#### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI**

## **PARTIES**

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

## **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

=====

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT 272-036H



## SCHEDULE B-1

### DESCRIPTION OF EQUIPMENT

1. Cable Tool Drilling Rig

Type 72 Speedstar

Manufactured 1965

Type and Description of Thread Lubricant Silicon

Depth Capability 2000'

2. Describe Pumping Test Equipment to be Used for this Project

60 KVA Generator

40 - 60 hp Sd. Pump

3. Describe Hydraulic Jack Equipment (Extraction):

Custom Built 12" hydraulic jack assembly

Include Hydraulic Pump Capacity (Rate and Pressure): 2000 psi

Ram Diameter 6"

Piston Diameter 12"

Stroke Length 24"

4. Describe Grout Pump System: Custom Built Mogyro  
Grout Pump

5. Describe In-hole Casing Cutting Equipment: Custom Built 3 blade cutter head  
& turntable

6. Describe Equipment Available for Development, including Pumps Developing tank  
Surge blocks  
Air Compressor  
Air lift w/ Surge & isolator blocks

**SCHEDULE B-2**

**SIMILAR PROJECTS**

Client and Project Cost

Description of Work

*Please See Attached  
" project Descriptions"*

# **HOKKAIDO DRILLING, INC.**

Phone (253) 847-3579 Fax (253) 847-7404 E-mail: [HOKDRILL@AOL.COM](mailto:HOKDRILL@AOL.COM)

## **PROJECT DESCRIPTIONS**

1. A) Project: Old Olympic Hwy. Well  
B) Owner: Clallam County PUD No. 1 - Contact: Tom Martin @ (360) 565-3449  
C) Engineer: Robinson & Noble – Contact: Doug Dow @ (253) 475-7711  
D) Date of Project Completion: July 31, 2012  
E) Summary of Well Construction Details:  
12” Test/Production Well x 361’ deep in Clallam County. Drilled through sands and gravel, clay, silts and waterbearing sand and gravels. Installed 25’ of 10” screen with natural pack. Surged and developed. Conducted Step-Test and 24 hour test pump @ 520 gpm.  
F) Cost: \$135,000.00
2. A) Project: Well 13 & 14 Rehabilitation/Replacement  
B) Owner: City of Bremerton – Contact: Ned Lever @ (360) 473-2398  
C) Engineer: Robinson & Noble – Contact: Doug Dow @ (253) 475-7711  
D) Date of Project Completion: March 6, 2012  
E) Summary of Well Construction Details:  
12” Test/Replacement Well x 400’ deep in Bremerton, WA. Drilled through dense clay layers, silts, sands and gravel. No screens were installed. No test pumping was performed.  
F) Cost: \$61,000.00
3. A) Project: Bobcat Hollow Test Well Drilling  
B) Owner: Clallam County PUD No. 1 – Contact: Tom Martin @ (360) 565-3449  
C) Engineer: Robinson & Noble – Contact: Doug Dow @ (253) 475-7711  
D) Date of Project Completion: July 28, 2011  
E) Summary of Well Construction:  
12” Test/Production Well x 461’ deep in Clallam County. Drilled through silt bound sands and gravel, silts, clay and waterbearing sand and gravel. Installed 70’ of 8” screen. Installed 8x12 filter pack. Surged and developed. Conducted Step-Test and 24 test pump @ 354 gpm.  
F) Cost: \$132,667.00

4. A) Project: Deschutes Watershed Center Test Well  
B) Owner: Washington State Dept. of Fisheries.  
C) Engineer: Golder Associates – Contact: Chris Pitre @ (425) 883-0777  
D) Date of Project Completion: November 19, 2009  
E) Summary of Well Construction:  
16" x 12" x 8" flowing artesian test well. Drilled through multiple aquifers, installed seals per DOE regs. Encountered sand, silts, sand and gravel.  
Installed 58' of 6" screen. Installed 100' of 10x20 filter pack. Surged and developed. Conducted Step-Test and 72 hour test pump @ 1200 gpm.  
F) Cost: \$340,000.00
5. A) Project: Phase 1 Well Construction and Testing  
B) Owner: Skyway Water & Sewer District – Contact: Cheryl Scheuerman @ (206) 772-7343  
C) Engineer: Robinson & Noble – Contact: Doug Dow @ (253) 475-7711  
D) Date of Project Completion: April 28, 2009  
E) Summary of Well Construction:  
Drilled three 12" wells, one 117' deep, one 200' deep and one 271' deep.  
Encountered clay, silt bound sand and gravel, waterbearing sand and gravel.  
Installed 8" and 10" screen assemblies, 20' -30' in length. One well had 8x12 filter pack, two were natural packs. Surge and developed. Conducted Step-Tests and pump tests ranging from 89 gpm – 395 gpm.  
F) Cost: \$253,156.00

## LIST OF WELL DRILLERS

[illegible]



APPOINTMENT INFORMATION FOR 5/7/2018 COUNCIL MEETING

Parking Advisory Committee Reappointments:

Appoint Jennifer Senescu and Jodi Vaughn for 4-year terms to expire December 31, 2021.

## ~ PROCLAMATION ~

WHEREAS, there are more than 500,000 Taiwanese Americans in the United States, with a significant Taiwanese American population in Camas; and

WHEREAS, Taiwanese Americans have made enormous contributions to the diversity and prosperity of American society, consistently contributing to the promotion of democracy and security for their motherland of Taiwan; and

WHEREAS, Taiwanese Americans have succeeded as successful and notable artists, Nobel Laureate, scientists, researchers, engineers, human rights activists, and business leaders; and

WHEREAS, this week recognizes the longstanding friendship between the United States and Taiwan; and

WHEREAS, during this special week, Taiwanese Americans are able to embrace America's diversity and celebrate the spirit of community that binds us together as one nation.

NOW, THEREFORE, BE IT RESOLVED that I, Scott Higgins, Mayor of Camas, do hereby proclaim **May 6 - 12, 2018**, as

### ***"Taiwanese American Heritage Week"***

in Camas, Washington and encourage all citizens to join in this observance.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 7th day of May, 2018.



---

Scott Higgins, Mayor



Mayor's  
**VOLUNTEER SPIRIT AWARD**

in the City of Camas, presented to

**ED BERGSTROM**

For his efforts and willingness to give his time and resources to help remove an  
abandoned boat from Lacamas Lake.

Dated this 19th day of March, 2018



  
\_\_\_\_\_  
Scott Higgins, Mayor





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

**January 1, 2017- December 31, 2019**

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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 Operations, 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) calendar 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) calendar 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 result in termination of employment within five (5) calendar 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 shall deduct Union dues from the wages of each employee upon receipt of the employee's authorization. The Employer shall 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. Kelly Days are equally applied to all days of the week for each regular duty assignment. Kelly days are selected

by the members in each separate regular duty assignment based on seniority as depicted in Article 11.

- 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 department sanctioned training while off-duty, shall be compensated at their overtime rate of pay as depicted in Article 4.9 or 4.10.
- 4.8 Volunteers shall continue to be utilized according to past practice or as agreed by the parties.
- 4.9 Overtime - Twenty-four (24) hour Shift Personnel. All hours worked beyond the employee's regular twenty-four (24) hour shift, or in excess of forty-eight (48) hours in a work week shall be compensated at one and one-half (1.5) times their regular rate of pay. The regular rate is defined as the hourly equivalent of all straight time compensation received by an employee for work. The FLSA formula is that an employee's regular rate is the total "straight time" compensation received by the employee "for work," divided by the number of hours that money is intended to compensate. Overtime shall be accrued in fifteen (15) minute increments rounded up.
- 4.10 Overtime - Forty (40) Hour Daytime Personnel. 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 regular rate of pay. The regular rate is defined as the hourly equivalent of all straight time compensation received by an employee for work. The FLSA formula is that an employee's regular rate is the total "straight time" compensation received by the employee "for work," divided by the number of hours that money is intended to compensate. Overtime shall be accrued in fifteen (15) minute increments rounded up.
- 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 any 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 be compensated at their overtime rate of pay as depicted in Article 4.9 or 4.10 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 Administrative Battalion Chief position

The Administrative Battalion Chief is a special duty assignment to which one of the Battalion Chiefs (BC) from the bargaining unit may be assigned.

The Shift Battalion Chief (SBC) shall be the regular duty assignment for the Battalion Chiefs (BC) within the bargaining unit.

The BC assigned to Administrative Battalion Chief work a 48 hour/week schedule

consisting of 24 hour shifts from the beginning of the FLSA period containing July 1 through the end of the FLSA period containing September 30 and a 40 hour/week schedule consisting of 5 consecutive 8 hour days or 4 consecutive 10 hour days for the remainder of the year.

1. The hours of the BC assigned to Administrative Battalion Chief, while working the 48 hour/week schedule, will be flexible for the purpose of allowing that BC to cover SBC work resulting in reducing the BC overtime liability. While assigned a 48 hour work week the BC assigned to Administrative Battalion Chief shall only be assigned to consecutive 24 hour shifts if agreed to by the employee.
2. The BC's wages, overtime rate and benefit accruals and overtime rate will be consistent with the schedule to which the employee is assigned.
3. The BC assigned to Administrative Battalion Chief may provide, while on duty, emergency response in conjunction with the Shift Battalion Chief in order to fulfill auxiliary command functions on the emergency scene.

Leave scheduled by the BC assigned to Administrative Battalion Chief shall be granted consistent with the IAFF/City of Camas Collective Bargaining Agreement except it will be irrespective of the other employees' ability to use accrued benefits.

Duties of the Administrative Battalion Chief will not be limited to but shall be consistent with and include the responsibility of vehicle maintenance coordination/record keeping, career staff and volunteer training coordination/evaluation/record keeping, volunteer program coordination/record keeping, equipment/radio maintenance coordination/record keeping, and station maintenance, coordination/record keeping.

1. The BC assigned to Administrative Battalion Chief shall be provided the opportunity to fill SBC overtime opportunities, and when doing so act in the capacity of a SBC.
2. The employer understands that when the BC assigned to Administrative Battalion Chief is assigned to work the SBC duties, the SBC duties become their primary responsibility resulting in a diminished ability to accomplish the Administrative Battalion Chief duties. There should be no negative impacts to the employee for not accomplishing the Administrative Battalion Chief duties.

The BC assigned to Administrative Battalion Chief will not engage in work that has historically been performed by the Training Captain special duty assignment, including primary instruction. This article shall not exclude the BC assigned to Administrative Battalion Chief from performing any duties established in above.

- 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) month's 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
- Engine Companies 41 and 42 shall have a minimum of one (1) Captain or one (1) qualified Acting Captain also one (1) qualified Paramedic. This company may cross staff a Medic Unit.
- Engine Company 43 shall have a minimum of one (1) Captain qualified or one (1) qualified Acting Captain.
- Medic Company 41 and 43 shall be staffed with a minimum of one (1) qualified Paramedic

The parties agree that the minimum member leave opportunity (leave slots) equals 25% of the line personnel regularly working on an individual shift. The line personnel regularly working on an individual shift equals the total line personnel assigned to a shift then subtract the daily average number of Kelly Days.

If 25% of the line personnel regularly working on an individual shift results in a fraction then the minimum member leave opportunity shall be rounded to the nearest whole number.

Line personnel regularly working on an individual shift = W

Total Line Personnel Assigned to a Shift = A

Daily Average number of Kelly Days = D

Frequency of Kelly Days = 1 Kelly per 7 shifts worked = 1/7

L = Minimum Member Leave Opportunity = Leave Slots

$D = A(1/7)$  rounded to hundredths

$W = A - D$

$L = W(1/4)$  rounded to whole number



Example:

A=16

D=16 (1/7) rounded to hundredths = 2.29

W=16 - 2.29 = 13.71

L = 13.71 (1/4) rounded to whole number = 3

Or

A=17

D= 17(1/7) rounded to hundredths = 2.43

W= 17 - 2.43 = 14.57

L = 14.57 (1/4) rounded to whole number = 4

In addition to the minimum member leave opportunity, members may not be allowed to preschedule leave but shall be allowed to use their vacation/holiday if it does not drop staffing below minimum staffing requirements.

Once time off is scheduled and approved, it will not be retracted by the employer.

Members will be moved from their assigned station to another only for the purpose of mitigating staffing shortages in excess of minimum staffing requirements (minimum staffing requirements as depicted within CBA and MOUs).

- 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 Chiefs (BC) will have the right of first refusal for vacancies in the BC position that necessitates overtime. If unable to fill the vacancy with a BC, the most senior Acting Battalion Chief on duty will be moved up and the OT will be filled from the OT box. If no Acting Battalion Chief is available on duty, OT will be offered to Acting Battalion Chief's per order of the OT box. If unable to fill the vacancy with an Acting Battalion Chief, then mandatory OT will hold the lowest seniority

Captain vacancies will be filled by moving up the highest seniority Acting Captain (AC) qualified line personnel in a manner consistent with Article 22.7. 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 qualified employees in order as depicted by 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 cash out up to 200 hours annually of accumulated vacation time at the straight time rate. Any request to cash out 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 with a maximum rollover on January 1 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 rollover on January 1 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, domestic partner, child, grandparent, grandchild, or sibling 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.
- Sick leave may also be used for parents, including "step" and "in-law" relationships, as well as foster, legal guardian, in loco parentis and de facto situations.
- 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 December.
- 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 December.
- 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 shall be allowed by the Employer to attend the funeral of deceased fellow employees with pay if the City has the ability to have another agency provide for emergency response.

## **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 of time off with pay per year to conduct bona fide union business. All requested time over twenty-four (24) hours in a calendar year may be approved at no cost to the city.
- 10.4 Members of the Union negotiation committee shall be allowed to attend negotiation sessions while on-duty when staffing allows and there is no increased cost to the City.
- 10.5 The “City of Camas Shared Leave Policy” adopted 04/13/01 and mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement.
- 10.6 The City and the Union agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.
- 10.7 Federal Family Medical Leave  
Employees who work for the Employer for at least twelve (12) months, and have worked one thousand two hundred and fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

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

Employees must provide the Employer with at least thirty (30) days' notice if possible before taking such leave, or notify the Employer as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child or the serious health condition of the employee's spouse, parents or children requiring in-patient care or continuing treatment, an employee is required to use all accrued unused compensatory, holiday or vacation leave. Before going on unpaid leave status for the serious health condition of the employee or the employee's minor child requiring in-patient or continuing treatment, an employee is required to use all unused sick leave, holiday, compensatory time and vacation accruals.

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

10.8 Washington State Family Leave

An employee is entitled to twelve (12) workweeks of family leave during any twenty-four month period to: (a) care for a newborn child or adopted child of the employee who is under the age of six at the time of placement for adoption, or, (b) care for a child under eighteen years old of the employee who has a terminal health condition, or (c) to care for the employee's registered domestic partner with a serious health condition. This twelve weeks allowed by Washington State Law for leave is in addition to leave provided for pregnancy or childbirth. Article 7 sick leave guidelines apply to this leave.

10.9 Washington State Family Care Rules

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

10.10 Flex Hours

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.

10.11 Workers' Compensation (Labor and Industries) Leave

Employees on leave under an approved Department of Labor and Industries claim, due to an on the job injury/illness, shall be subject to no reduction in wage or benefit. The employee shall endorse over to the City any time loss checks received by the State to offset the L and I leave used by the employee.

## **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 job classifications are equal and employees meet the minimum job qualifications, where applicable, seniority shall be observed with respect to transfers, layoffs, acting out of class, special duty assignments and shift/station assignment.
- 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 or Kaiser Plan B for health insurance.
- 13.2 Each employee that participates in Plan \$1500 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 Delta Dental of Washington 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.
- 14.3 Personal Cellular Telephones – Represented employees will be responsible for owning and maintaining a cellular phone capable of receiving department dispatches over an Android or Apple or other capable operating system application. The employee will be expected to have their phone with them while on duty to receive dispatches. The employer shall not be allowed to monitor, access or inspect an employee's personal cell phone or personal cell phone records. Employees who fail to comply with this provision regarding the maintenance and use of personal cell phones for receiving department dispatches shall not be subject to discipline. The employer and the employee will comply with RCW 42.56 (Public Records Act).
- 14.4 Each represented employee shall be issued the following uniform items that are NFPA 1975 compliant and in new condition upon employment and shall be maintained by the employer:
- 3 Department T-Shirts
  - 3 Short Sleeve Station Shirts
  - 1 Long Sleeve Station Shirt
  - 3 Station Pants
  - 2 Sweatshirt
  - 1 Rain Coat
  - 1 Stocking Cap
  - 1 Baseball Style Cap
  - 1 Uniform Work Boots
  - 1 Station Shoes
  - 1 Duffel Bag for transporting uniforms

## **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 counsel or coach subordinates. Subordinate counseling or coaching are pre-disciplinary 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:  
  
Step 1: The Union and/or employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the recommended resolution to the Chief who shall review the grievance and render a written decision within ten (10) 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)

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

Step 3: The Union may appeal an adverse decision of the City Administrator to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days 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, slow-down, or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The Employer shall not constitute any lockout of its employees during the term of this Agreement.

## **ARTICLE 19 - UNION REPRESENTATIVES**

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

## **ARTICLE 20 - BULLETIN BOARDS**

The Employer shall provide a bulletin board 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, 2017, all employees in the bargaining unit shall receive a cost of living adjustment (COLA) to wage reflecting the Portland Salem CPI-U from July 2015-July 2016 rounded up to the nearest percent. (was 1.7% so employees shall receive 2%)

Effective January 1, 2018, all employees in the bargaining unit shall receive a cost of living adjustment (COLA) to wage reflecting the Portland Salem CPI-U from July 2016-July 2017 rounded up to the nearest percent. (was 4.4% so employees shall receive 5%)

Effective January 1, 2019, all employees in the bargaining unit shall receive a cost of living adjustment (COLA) to wage reflecting 3%.

The provisions 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 voluntarily chooses to maintain emergency medical certification above the level of first responder, the employer will pay for continuing 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 All qualified duty personnel shall be considered to work out of class when the need arises. Selection should be based on the following factors prioritized from highest to lowest:

- Assigned to shift where vacancy occurred; if equal then,
- Assigned to station where vacancy occurred (does not apply to Acting BC position); if equal then,
- Seniority

Twenty-four (24) hour shift employees who work out of classification in a higher rank shall receive a premium equal to 6% of the top step of their job classification for each hour worked out of classification rounded up to the nearest whole hour. Employees will be considered working out of class anytime that they are placed in a position where they are forced to make the decisions of a higher classification because they are not provided the necessary supervision.

22.8 When a forty (40) hour employee is assigned and directed by the Employer to perform the work of a higher classification for more than five (5) consecutive work days, the employee shall be eligible for payment within the higher classification at the first pay step that is above their current rate of pay beginning on the sixth (6th) day and continuing until such time as the temporary assignment is ended by the employer.

22.9 It is the Employee's responsibility to maintain their paramedic skills and training necessary to maintain their paramedic certification. The Employer will assist the employee, with approval of the department head, in scheduling all necessary classes and training. The employee may elect to attend one (1) medically oriented conference each year subject to department head approval. The employer will pay for the cost of the conference, transportation, meals, lodging and cost of re-certification tests.

22.10 Any qualified Firefighter/Paramedic who works as a Field Training Officer (FTO) will be eligible for a premium equal to 5% of the employee's base hourly wage for each hour performing FTO duties.

22.11 Promotional Process for Fire Captain

Eligible candidates shall have four (4) years of line service 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 Represented employees shall receive longevity pay that is calculated as an addition to their base hourly rate of pay. The following reflects the percentage increase based on the number of years employed with the CWFD, CFD and WFD.

Upon starting 10 years	1.5% of employee's base pay
Upon starting 15 years	1.75% of employee's base pay
Upon starting 20+ years	2.0% of employee's base pay

22.14 Special Duty Assignment Premiums

Represented employees assigned to the following special duty assignments shall receive, until the conclusion of their assignment, a premium that is calculated as an addition to their base hourly rate of pay. The following reflects the percentage increased for each special duty assignment currently established.

Rope Rescue Technician – 1% of employee's base pay

SCBA Technician – 1% of employee's base pay

EMS Supply Coordinator – 1% of employee's base pay

The selection process will include a fourteen (14) day posting to allow all interested employees the opportunity to apply. The number of employees assigned to specialty assignments shall be determined by the Chief.

## **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.

If an employee is notified of a change in assigned station after their preceding shift then moving their requirement from the previously assigned station to the newly assigned station shall be considered work and they shall be compensated for the time spent performing that work. They shall also be afforded mileage reimbursement at the current rate utilized by the City.

## **ARTICLE 26 - LIABILITY INSURANCE**

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

## **ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS**

The Union agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that new departmental rules and regulations affecting working conditions shall be reviewed with the Union prior to implementation.

## **ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATIONS**

- 28.1 The employer agrees to participate in the Washington State Firefighter Journeyman Apprenticeship Training Program.
- 28.2 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 \$50 (fifty 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 City agrees to provide each represented employee with an annual physical evaluation consistent with the standards established in the IAFF/IAFC Health and Wellness Initiative.

## **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**

If an employee is off work due to an on-the-job or off 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.

When approved by the employee's physician, all light duty assignments will be on a 40 hour/week schedule. This schedule will go into effect two (2) weeks from the date of injury.

Any additional time off will be subject to the rules that govern elective time off. During the employee's light duty shift, the employee will be under the direct supervision of the respective Captain and Battalion Chief. The employee will participate in shift activities and facilitate operations not barred by the terms of their medical release.

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- WILDLAND MOBILIZATION**

Represented employees shall have equal opportunity to be selected for deployment and only be deployed on mobilizations if they elect to be deployed.

Type 1 apparatus may be mobilized and if mobilized shall be staffed with one (1) company officer and with three (3) firefighters. On all mobilized Type 1 apparatus, at a minimum, the company officer and two firefighters shall be represented employees of this bargaining unit.

Type 3 and Type 6 apparatus may be mobilized and if mobilized shall be staffed with one (1) company officer and with three (3) firefighters or, if the vehicle is a regular cab pickup configuration, one (1) company officer and two (2) firefighters. On all mobilized Type 3 and Type 6 apparatus, at a minimum, the company officer and one firefighter shall be represented employees of this bargaining unit.

Medic units may be mobilized and shall be staffed with one (1) company officer and one (1) firefighter. Medic unit staff shall all hold a Washington State EMT certification and include a minimum of one (1) Washington State EMT-Paramedic. On all mobilized medic unit personnel shall be represented employees of this bargaining unit.

The employer may provide for the mobilization of a Strike Team Leader who shall be a represented employee.

Each mobilized apparatus shall be staffed with one designated company officer who is a Captain, or in absence of a Captain, an Acting Captain or qualified employee of highest wildland rating that desires the position shall be assigned. The following are the observed wildland ratings in descending order: Strike Team Leader, Engine Boss, FF1, FF2. In the event of equal qualifications then selection shall be based on the seniority of the employees holding equal qualifications.

The employees activated to respond on a mobilization will, for the duration of the mobilization, be paid at their regular rate of pay, which includes premiums, specialty pay and longevity, for the entire period of their regularly scheduled 24-hour shift and have no reduction in benefits or leave accruals.

The employees activated to respond on a mobilization will, for the duration of the mobilization, be paid at one and one half (1.5) times their base rate of pay, as defined in Article 4.10, for all time that they are engaged in work, from the time of activation until they are released from duty after returning from mobilization except during the period of their regularly scheduled shift.

The employees activated to respond on a mobilization will be afforded a minimum of 12 hours of work for every complete, 12am until 12am, 24 hour period that they are mobilized.

The employees activated to respond on a mobilization who are assigned to function as a company officer or Strike Team Leader will receive an out of class premium consistent with Acting Captain if they are of the firefighter or firefighter/paramedic job classification.

While represented employees are mobilized they will be considered “not engaged in work” when they are not on duty and will at that time be afforded their unrestricted liberties. Because of the geographic dislocation consistent with mobilization, while not on duty, the employees will be allowed to conduct personal business utilizing the city vehicle with which they were mobilized. Employees will be expected to operate the city vehicle consistent with city policy.

Employees that return from demobilization between 12 and 24 hours prior to the commencement of their regular shift shall be afforded the opportunity to take up to the first 12 hours of that shift off. Employees that return from demobilization up to 12 hours prior to the commencement of their regular shift shall be afforded the opportunity to take 24 hours of that shift off. Employees that return from demobilization on their regularly scheduled shift shall be afforded the opportunity to take the remainder of that shift off. Time off used in the context of this paragraph shall be deducted from the employee’s choice of any of their leave banks including sick leave.

The City shall ensure all mobilizing wildland firefighters have been issued necessary personal protective equipment to include but not limited to:

- 1 helmet with shroud and goggles
- 1 wildland firefighting jacket
- 2 wildland firefighting shirts
- 2 wildland firefighting pants
- 2 pairs of gloves
- \$250 stipend for wildland boots



The employee will be responsible for providing the following personal equipment:

- Underclothing/socks
- Additional clothing for thermal layering
- Personal tent
- Sleeping bag
- Cot or sleeping pad
- 72 hours food and water supply
- Toiletries kit
- Eye wear
- Shower sandals/bath towel

All required training for wildland mobilization is work. All tuitions shall be paid by the City and all represented employees shall be paid wage consistent with this CBA for the length of their attendance.

## ARTICLE 39 - 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, 2017, until December 31, 2019.

**CITY OF CAMAS, WASHINGTON**

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


By: \_\_\_\_\_  
Scott Higgins, Mayor

By:   
Adam R. Brice, President

Date: \_\_\_\_\_

Date: 30 APR 2018

By: \_\_\_\_\_  
Peter Capell, City Administrator

By:   
Kevin Bergstrom, VP

Date: \_\_\_\_\_

Date: 4/30/2018

**EXHIBIT A**  
Wage schedules

Effective January 1, 2017 – 2%

	1	2	3	4	5	6
Battalion Chief	7,913	8,205	8,511	8,826	9,155	9,495
Fire Captain/Paramedic	7,347	7,619	7,903	8,196	8,501	8,817
Fire Captain	6,782	7,033	7,295	7,566	7,847	8,138
Deputy Fire Marshal	6,782	7,033	7,295	7,566	7,847	8,138
Firefighter/Paramedic	6,217	6,447	6,687	6,935	7,193	7,460
Firefighter	5,652	5,861	6,079	6,305	6,539	6,782

Effective January 1, 2018 – 5%

	1	2	3	4	5	6
Battalion Chief	8,308	8,616	8,936	9,268	9,612	9,970
Fire Captain/Paramedic	7,715	8,000	8,298	8,606	8,926	9,257
Fire Captain	7,122	7,385	7,660	7,944	8,239	8,545
Deputy Fire Marshal	7,122	7,385	7,660	7,944	8,239	8,545
Firefighter/Paramedic	6,528	6,769	7,021	7,282	7,553	7,833
Firefighter	5,935	6,154	6,383	6,620	6,866	7,121

Effective January 1, 2019 –3%

	1	2	3	4	5	6
Battalion Chief	8,558	8,874	9,204	9,546	9,901	10,268
Fire Captain/Paramedic	7,947	8,240	8,547	8,864	9,194	9,535
Fire Captain	7,336	7,606	7,889	8,182	8,486	8,802
Deputy Fire Marshal	7,336	7,606	7,889	8,182	8,486	8,802
Firefighter/Paramedic	6,724	6,972	7,232	7,500	7,779	8,068
Firefighter	6,113	6,339	6,574	6,819	7,072	7,335

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

## **EXHIBIT B**

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

Firefighter      100%

Firefighter/Paramedic      110%

Fire Captain and Deputy Fire Marshal      120%

Paramedic Captain      130%

Battalion Chief      140%

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