



City Council Regular Meeting Agenda Monday, December 07, 2020, 7:00 PM REMOTE MEETING PARTICIPATION

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting to enable the City to make reasonable accommodations to ensure accessibility (28 CFR 35.102-35.104 ADA Title 1.).

How to join this meeting:

OPTION 1 -- Join the virtual meeting from any device:

1. First-time ZOOM users, go to www.zoom.us
 - To download the ZOOM app
 - Or, Join Meeting with this Meeting ID 930 0978 8290
2. From any device click - <https://zoom.us/j/93009788290>
3. Enter email and name and join webinar

OPTION 2 -- Join by phone (audio only):

1. Dial 877-853-5257
2. Meeting ID 930 0978 8290

To Make Public Comment:

1. Click the **raise hand icon** in the app
 - By phone, hit *9 to "raise your hand"
2. Or, email publiccomments@cityofcamas.us (limit 400 words) - *Emails received an hour before the meeting are emailed to Council. In the meeting the clerk will read submitter's name, subject, and date/time received. Emails received until an hour after the meeting are sent to Council and included in the meeting minutes.*

SPECIAL MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA

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

1. [November 16, 2020 and November 24, 2020 Camas City Council Special Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee

These materials are archived electronically by the City of Camas. DESTROY AFTER USE.

3. [Wastewater Treatment Plant Aeration Basin 3 Cleaning Contract \(Submitted by Sam Adams, Utilities Manager\)](#)
4. [Dawson's Ridge Phase 2 Final Plat \(Submitted by Robert Maul, Planning Manager\)](#)
5. [NW Brady Rd Improvements Professional Services Agreement Supplement 3 \(Submitted by James Carothers, Engineering Manager\)](#)
6. [Mark Marine Lease Extension \(Submitted by Sam Adams, Utilities Manager\)](#)
7. [2020 Citywide ADA Project Bid Award \(Submitted by James Carothers, Engineering Manager\)](#)
8. [NW Friberg-Strunk Professional Services Wetland Mitigation Monitoring \(Submitted by James Carothers, Engineering Manager\)](#)

NON-AGENDA ITEMS

9. Staff
10. Council

MAYOR

11. Mayor's Announcements
12. [Mayor's 2021 Council Committee Assignments](#)

MEETING ITEMS

13. [Public Hearing – Surplus of Property at 27217 NE 19th Street](#)
[Presenter: Steve Wall, Public Works Director](#)
14. [Resolution No. 20-017 Declaring Real Property Located at 27217 NE 19th Street Surplus](#)
[Presenter: Steve Wall, Public Works Director](#)
15. [Green Mountain Area Property Acquisition](#)
[Presenter: Steve Wall, Public Works Director and Shawn MacPherson, City Attorney](#)
16. [2021 Camas Police Officers' Association \(CPOA\) Collective Bargaining Agreement](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
17. [Ordinance No. 20-010 Amending CMC Regarding SDC/Impact Fees](#)
[Presenter: Phil Bourquin, Community Development Director](#)
18. [Public Hearing for Ordinance No. 20-009 Amending the 2020 Budget Ordinance No. 19-019](#)
[Presenter: Cathy Huber Nickerson, Finance Director](#)
19. [Public Hearing for Ordinance No. 20-011 Adopting the 2021-2022 Biennial Budget](#)
[Presenter: Cathy Huber Nickerson, Finance Director](#)

20. [Resolution No. 20-018 Requesting Feasibility Study for Improved Broadband in Clark County](#)
[Presenter: Jamal Fox, City Administrator](#)
21. [City of Camas Proclamation of Civil Emergency COVID-19](#)
[Presenter: Jamal Fox, City Administrator](#)

PUBLIC COMMENTS

ADJOURNMENT



**City Council Workshop Minutes - Draft
Monday, November 16, 2020, 4:30 PM
REMOTE MEETING PARTICIPATION**

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

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

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, Sherry Coulter, Jamal Fox, Cliff Free, Catrina Galicz, Jennifer Gorsuch, Mitch Lackey, Cathy Huber Nickerson, Heather Rowley, Ron Schumacher, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

PUBLIC COMMENTS

Kevin Bergstrom, 1210 NE 277th Avenue, Camas, commented about the C-W Fire Department Master Plan.

Carrie Schulstad, Downtown Camas Association Director, commented about the Camas Public Library, Hometown Holidays collaboration, and supporting downtown businesses.

Additional public comments received via publiccomments@cityofcamas.us are attached to these minutes.

WORKSHOP TOPICS

1. Agreement With Clark County Sheriff's Dept. To Monitor NCIC/WACIC
Presenter: Mitch Lackey, Chief of Police

Lackey provided an overview of the agreement with the Clark County Sheriff's Department and there was overall consensus by Council to continue with this arrangement.

2. Camas-Washougal (CW) Fire Department Master Plan Discussion
Presenter: Nick Swinhart, Fire Chief

Swinhart provided an overview of the CW Fire Department Master Plan. Discussion ensued. This item will be placed on a future Council Workshop agenda.

3. 2020 Fall Omnibus Budget (Ordinance 20-009) Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the Fall Omnibus. Discussion ensued.

4. 2021 Final Property Tax Levies
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the Property Tax Levy. Discussion ensued. This item was also placed on the November 16, 2020 Council Regular Meeting agenda for Council's consideration.

5. 2021-2022 Final Budget Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the 2021-2022 Budget. Discussion ensued. This item was also placed on the November 16, 2020 Council Regular Meeting agenda for Council's consideration.

6. Community Development Miscellaneous and Updates

This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director

There were no Community Development miscellaneous updates.

7. Public Works Miscellaneous and Updates

This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall provided an update about the Brady Road Improvements project.

8. Camas 2021 Legislative Agenda
Presenter: Jamal Fox, City Administrator

Fox and Halverson provided an overview of the 2021 Legislative Agenda. Discussion ensued. This item was also placed on the November 16, 2020 Council Regular Meeting agenda for Council's consideration.

9. City Administrator Miscellaneous and Updates

This is a placeholder for miscellaneous or emergent items.
Presenter: Jamal Fox, City Administrator

There were no City Administrator miscellaneous updates.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, and with Council consensus, comments were deferred to the November 16, 2020 Council Regular Meeting agenda.

PUBLIC COMMENTS

Marilyn Roggenkamp, 373 NE Oak Street, Camas, commented about tax increases, small businesses and essential services.

Kevin Bergstrom, 1210 NE 277th Avenue, Camas, commented about the CW Fire Department Master Plan.

John Ley, 444 NW Fremont Street, Camas, commented about 2021 Legislative Agenda.

Marie Tabata-Callerame, 5724 NW El Rey Drive, Camas, commented about the Lacamas Watershed Committee and transparency in meetings.

Additional public comments received via publiccomments@cityofcamas.us are attached to these minutes.

ADJOURNMENT

The meeting adjourned at 6:26 p.m.

Bernie Bacon

From: Zach Goodman <zbgood23@yahoo.com>
Sent: Monday, November 16, 2020 3:26 PM
To: Public Comments
Subject: Hire the 4 FF not 2 and 2.
Attachments: Public Comment 11-16.docx

WARNING: This message originated outside the City of Camas Mail system. **DO NOT CLICK** on links or open attachments unless you recognize the sender and are expecting the content. If you are unsure, click the Phish Alert button to redirect the email for ITD review.

Camas City Council Meeting 11/16

My name is Zach Goodman, 1535 NW 34th Ave in Camas.

I am speaking tonight to press the Mayor and city council to hire 4 new FF's.

Some of you remember me as an outspoken citizen regarding firefighter staffing following the fatal Valentine's Day fire in 2018. Tonight, I have the same message as I did in 2018:

You will never go wrong investing in public safety. Your best return on your investment is with people. Don't forget that!!

As outlined in the study that concluded last year from ESCI, the cross staffing of station 42 is a huge liability for the city.

. I want to stress that this community can not wait another 3 years to end the cross staffing at station 42. The funding option that would take 3 more years to end station 42 cross staffing should not be seriously considered.

Someone mentioned the utility tax/property tax would be a difficult "public process". A public process would be a golden opportunity for the city of camas to educate and engage the public on why these funds are needed and how they will benefit everyone.

One of the council members mentioned that the council needs to ensure we are good stewards with our money. I would like to say that taking the money that has been given to you in the CARES Act and increasing your firefighter paramedic staffing is absolutely a good use of money.

Chief Swinehart says the most efficient way to go is to hire the 4 at once rather than 2 and 2. So, if we want to be good stewards of our money please do the right thing and be a good steward of our money--hire the 4 FF's at once not 2 and 2. I know \$500,000 is "a lot" but if station 42 is out on a call and my child is choking just down the street from 42 and it takes 8 or 10 minutes extra for the next closest rig to arrive, how do you explain that to the parent of that child?. This is why the elimination of cross staffing is so "compelling."

I think someone asked Chief Free what's the worst thing that can happen if we continue cross staffing. The answer is someone will die that didn't have to because station 42 was out on a call, and the next closest rig was too far away to make a difference. Kind of reminds me of the Valentines Day fire.

Please stop cross staffing station 42 immediately.

Thanks for your time and thanks for your service to the community.

Bernie Bacon

From: James Jang <jjang.eengineer@gmail.com>
Sent: Monday, November 16, 2020 5:13 PM
To: Public Comments
Subject: Regulating the aesthetics: preserve our heritage while promoting economic advancement.

WARNING: This message originated outside the City of Camas Mail system. DO NOT CLICK on links or open attachments unless you recognize the sender and are expecting the content. If you are unsure, click the Phish Alert button to redirect the email for ITD review.

Dear City Council:

I am concerned about how the aesthetics of our beautiful community may be impacted by the recent Ordinances No. 20-005 Cellco Partnership (d/b/a Verizon) Franchise Agreement and No. 20-007 Cellco Partnership (d/b/a Verizon Wireless) License Agreement.

I am an Electrical Engineer who fully supports economic and technological advancement and would like to ensure that current planning/zoning codes keep Camas beautiful for many generations. I am requesting the adoption of the following language to our local planning/zoning code.

- * **All towers, antennas and associated structures shall have a matte finish to avoid reflection or glare, and be of a color and design that blends in with the surrounding background and neighborhood.**
- * **Telecommunication towers and antennas shall not be located within 1,500 feet of any school (nursery, elementary, junior high, and high school), trail, park or outdoor recreation area, sporting venues, and residential zones.**

The need for antennas on towers and associated structures will continue to increase as our population density increases and need for wireless bandwidth rises. Let's keep Camas at the forefront of communities adopting similar language to keep the community interests a priority along with developers.

A recent court ruling upheld community rights to adopt and enforce these requirements:

Aesthetic Regulation

The Ninth Circuit panel struck down the FCC's restrictive standard for aesthetic requirements imposed by local governments. The Orders' requirement that aesthetic regulations be "no more burdensome" than regulations applied to other infrastructure deployment was vacated and remanded to the Commission. This is the one bright spot in the ruling. Cities may establish aesthetic standards for small wireless facilities regardless of whether a city has different regulations for electric or other utility facilities or indeed, none at all.

<http://mrsc.org/Home/Stay-Informed/MRSC-Insight/September-2020/The-9th-Circuit-Backs-the-FCC-in-Small-Wireless-Ap.aspx>

On a related side note: Verizon recently re-started the process of planning to construct a cell tower on a property adjacent to Woodburn Elementary school by distributing a letter to residents dated November, 12 2012 with information on a neighborhood meeting scheduled for December 3, 2020 with Zoom and call-in information. ALL children, parents, and faculty need to be notified of this meeting as soon as possible - they deserve to know and understand the aesthetic impacts of this construction project on our community. This location goes against

existing Clark County ordinances which require existing structures to be utilized. There are multiple power towers nearby.

Thank you for your time and consideration,
James Jang



**City Council Regular Meeting Minutes - Draft
Monday, November 16, 2020, 7:00 PM
REMOTE MEETING PARTICIPATION**

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Barry McDonnell called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, Sherry Coulter, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Heather Rowley, Ron Schumacher, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

PUBLIC COMMENTS

Kevin Bergstrom, 1210 NE 277th Avenue, Camas, commented about the CW Fire Department Master Plan.

CONSENT AGENDA

1. October 19, 2020 and November 2, 2020 Camas City Council Regular and Workshop Meeting Minutes
2. \$ 2,866,925.34 Automated Clearing House and Claim Checks Numbered 145847 to 145993
3. \$79,972.46 October 2020 Emergency Medical Services (EMS) Write-off Billings: \$74,555.10 Monthly Medicare and Medicaid Accounts Uncollectable Balance; \$5,417.36 Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
4. Gravity Thickener Change Orders (Submitted by Sam Adams, Utilities Manager)
5. NE 22nd Avenue Improvements Project Acceptance (Submitted by James Carothers, Engineering Manager)
6. Grass Valley Regional Trail Park Impact Fee Credits (Submitted by James Carothers, Engineering Manager)

It was moved by Carter, and seconded, to approve the Consent Agenda. The motion carried unanimously.

NON-AGENDA ITEMS

7. Staff

Fox commended City of Camas staff for all they do for the community. Fox announced citizen openings for various City Boards and Commissions, as well as two openings on County Boards.

8. Council

Carter commented about the Lacamas Watershed water quality and announced that the Stuff the Bus food-drive events for Camas and Washougal School districts are under way.

Hogan attended the City/Schools meeting, commented about the Lacamas Watershed water quality, and attended the Finance Committee meeting.

Burton commented about 5G deployment, attended the Association of Washington Cities (AWC) seminar, attended an equity conversation about city budgets, attended the Library Board of Trustees meeting, and commented about conversations with citizens about the CW Fire Department.

Smith attended the Camas-Washougal Chamber of Commerce meeting and wishes everyone a safe and happy Thanksgiving.

Anderson commented about Resolution 1214 about filling a vacant Council position. Discussion ensued. This item will be placed on a future Council Meeting agenda. Anderson attended the C-TRAN meeting and commented about his Council Member role.

Chaney attended the City/School and Joint Policy Advisory Committee (JPAC) meetings and commended a Washougal dentist who provided free services for veterans last week.

Roberts commented about visiting downtown businesses, and attended the Clark County Veteran's Advisory Board meeting and the Lily Atlier's 1-year celebration.

MAYOR

9. Mayor Announcements

Mayor McDonnell commented about supporting our local businesses, local broadband services and the Drive and Drop food drive, which replaces the annual Walk and Knock. Mayor announced that the Council Boards and Committees assignments will be placed on the December 7, 2020 Regular Meeting agenda.

10. Extra Mile Day Proclamation

Mayor McDonnell proclaimed November 17, 2020, as Extra Mile Day in the City of Camas and encouraged all citizens to go the extra mile.

MEETING ITEMS

11. 408 NW Lake Road Property Acquisition
Presenter: Steve Wall, Public Works Director

Wall provided an overview of the Lake Road property acquisition.

It was moved by Carter, and seconded, that, subject to the satisfaction of contingencies as set forth within the signed Real Estate Purchase and Sale Agreement, the Mayor or his designee, is hereby authorized to execute the closing documents for the acquisition of real property at 408 NW Lake Road, Camas, Washington from Amanda Ediger at a purchase price of \$175,000. The motion carried unanimously.

12. Public Hearing for Ordinance No. 20-009 Amending 2020 Budget Ordinance 19-019
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the 2020 Fall Omnibus.

Mayor McDonnell opened the public hearing at 7:38 p.m.

No one from the meeting wished to speak.

The public hearing will remain open until the December 7, 2020 Council Regular meeting.

13. Public Hearing for 2021 Property Tax Levies
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the proposed 2021 Property Tax Levies.

Mayor McDonnell opened the public hearing at 7:48 p.m.

The following members of the public spoke:

Kevin Bergstrom

The public hearing closed at 7:49 p.m.

Council discussion ensued.

14. Resolution No. 20-015 Substantial Need for Using the 101% Limit Factor
Presenter: Cathy Huber Nickerson, Finance Director

It was moved by Anderson, and seconded, that Resolution No. 20-015 be read by title only. The motion carried by a majority vote.

It was moved by Anderson, and seconded, that Resolution No. 20-015 be adopted. The motion carried by the following vote:

**Hogan - Nay
Carter - Yea
Anderson - Yea
Smith - Yea
Roberts - Nay
Chaney - Yea
Burton - Yea**

15. Ordinance No. 20-007 Levying 2021 Property Taxes for the General Fund
Presenter: Cathy Huber Nickerson, Finance Director

It was moved by Carter, and seconded, that Ordinance No. 20-007 be read by title only. The motion carried by a majority vote.

It was moved by Carter, and seconded, that Ordinance No. 20-007 be adopted and published according to law. The motion carried by the following vote:

**Burton - Yea
Roberts - Nay
Chaney - Yea
Smith - Yea
Carter - Yea
Anderson - Yea
Hogan - Nay**

16. Ordinance No. 20-008 Levying 2021 Property Taxes for EMS
Presenter: Cathy Huber Nickerson, Finance Director

It was moved by Anderson, and seconded, that Ordinance No. 20-008 be read by title only. The motion carried by a majority vote.

It was moved by Anderson, and seconded, that Ordinance No. 20-008 be adopted and published according to law. The motion carried by the following vote:

**Carter - Yea
Hogan - Yea
Roberts - Nay
Chaney - Yea
Burton - Yea
Anderson - Yea
Smith - Yea**

17. Resolution No. 20-014 Revising the City of Camas Fee Schedule for 2021
Presenter: Cathy Huber Nickerson, Finance Director

It was moved by Carter, and seconded, that Resolution No. 20-014 be read by title only. The motion carried unanimously.

It was moved by Carter, and seconded, that Resolution No. 20-014 be adopted. The motion carried unanimously.

18. Resolution 20-016 Importance of Improving Water Quality within Lacamas Creek Watershed
Presenter: Steve Wall, Public Works Director

It was moved by Carter, and seconded, that Resolution No. 20-016 be read by title only. The motion carried unanimously.

It was moved by Carter, and seconded, that Resolution No. 20-016 be adopted. The motion carried unanimously.

19. Camas 2021 Legislative Agenda
Presenter: Jamal Fox, City Administrator

It was moved by Chaney, and seconded, to approve the 2021 Legislative Agenda. The motion carried unanimously.

20. City of Camas Proclamation of Civil Emergency COVID-19
Presenter: Jamal Fox, City Administrator

It was moved by Chaney, and seconded, that he Mayor's Proclamation of Civil Emergency dated March 18, 2020, the Supplement dated April 15, 2020, and the Amendment dated June 15, 2020, be reaffirmed. The motion carried unanimously.

21. Joint Policy Advisory Committee (JPAC) - Fire
Presenter: Nick Swinhart, Fire Chief

Swinhart provided an overview of the JPAC. Discussion ensued. This item will be placed on a future Council meeting agenda.

PUBLIC COMMENTS

Kevin Bergstrom, 1210 NE 277th Avenue, Camas, commented about the CW Fire Department Master Plan.

Steve Pozsgai, Camas Paramedic, commented about the CW Fire Department.

Deanna Rusch, Camas, commented about the CW Fire Department.

ADJOURNMENT

The meeting adjourned at 9:00 p.m.



City Council Special Meeting Minutes - Draft
Tuesday, November 24, 2020, 10:00 AM
REMOTE MEETING PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Barry McDonnell called the meeting to order at 10:00 a.m.

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan and Shannon Roberts

Absent: Melissa Smith

Staff: Heather Rowley

Press: No one from the press was present

MEETING ITEMS

1. Executive Session – Acquisition of Real Estate (RCW 42.30.110)

The Council met in an Executive Session regarding acquisition of real estate per RCW 42.30.110. Mayor McDonnell recessed the meeting at 10:02 a.m. It was held via online ZOOM application. Elected officials present were: Mayor McDonnell and Council Members Anderson, Burton, Carter, Chaney, Hogan, Roberts and Smith. Others present were City Attorney Shawn MacPherson and Public Works Director Steve Wall. The meeting reconvened at 10:41 a.m.

ADJOURNMENT

The meeting adjourned at 10:41 a.m.



Staff Report – Consent Agenda

December 7, 2020 Council Regular Meeting

Wastewater Treatment Plant Aeration Basin 3 Cleaning Contract
(Submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: Aeration Basin 3 at the wastewater treatment plant has been found to contain a large amount of solids/debris at the bottom of the tank, which needs to be professionally cleaned. Staff solicited quotes from three vendors to conduct the work. The lowest quote was \$102,765.91 including tax from Cowlitz Clean Sweep. The cost includes the removal of 350 to 400 tons of material and disposal at a special landfill since the material is deemed hazardous.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? Approval of contract.

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement?

Who will benefit from, or be burdened by this agenda item? N/A

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? N/A

BUDGET IMPACT: \$102,765.91 impact to Sewer Fund. The Sewer enterprise fund has budget available to complete this work.

RECOMMENDATION: Council approval by Consent

Contractor	Calculated LABOR/TRANSPORT/EQ UIP/SUPPLIES (per day)	Quoted Sludge Disposal Rate (\$ per ton)
CCS	\$10,821.84	\$104.00
River City	\$9,087.86	\$145.00
Tidewater	\$9,081.00	\$125.00

Fuel/Env./Safety/Reg. Rate	Quoted Total Estimated Days To Complete (10 hr Days)	Quoted Sludge To Haul Estimate (Tons)	Total Proposal Cost
Included in service rates	5	390	\$94,802.50
9.26%	14	600	\$236,150.00
9.95%	22	150	\$239,835.00

Aeration Basin #3 Cleaning Re-Bid: Calculated Quote Totals Based Upon 5 Days Work

Contractor	Labor / Transport / Equip. / Supplies (per day)	Calc. Labor/Transport/Equip/Supplies @ 5 Days	Quoted Sludge Disposal Rate (\$ per ton)
CCS	\$10,821.84	\$54,109.20	\$104.00
River City	\$9,087.86	\$45,439.30	\$145.00
Tidewater	\$9,081.00	\$45,405.00	\$125.00

Notes:

*CCS FESR Costs Included in LTES Cost.

Estimated Weight of Sludge to Based Upon Following Assumptions	
Avg Depth of Sludge in AB#3 in ft.:	1.5
AB#3 Area in ft^2 (140'L X 40'W):	5200
Sludge Weight per ft^3, In Lbs.:	100
Weight of 1.5 ft. Of Sludge in AB#3 in Tons:	390

Cost & 390 Tons Sludge Disposed

Calc. Sludge Disposal Fee @ 390 Tons	Total Cost @ 5 Days, 390 Tons Disposed	Fuel/Env./Safety /Reg. Rate*	Calc. Total Cost incl. FESR Rate
\$40,560.00	\$94,669.20	0.00%	\$94,669.20
\$56,550.00	\$101,989.30	9.26%	\$111,433.51
\$48,750.00	\$94,155.00	9.95%	\$103,523.42

DAWSON RIDGE

A PLAT COMMUNITY

PHASE 2

A SUBDIVISION IN THE LAFAYETTE DURGAN D.L.C. #39
IN THE NE 1/4 & SE 1/4, SEC. 8, T1N, R3E, W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON
CITY OF CAMAS FINAL ORDER SUB#17-02
NOVEMBER 2020

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 IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL;

ALL IMPROVEMENTS 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 OR DESIGNEE AND CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED 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

DAWSON RIDGE PHASE 2

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

CLARK COUNTY ASSESSOR

CLARK COUNTY AUDITOR

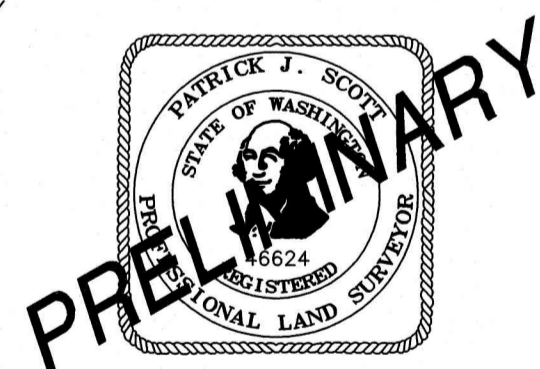
ATTESTED BY _____ CLARK COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 2020.

AUDITORS FILE NO. _____ BOOK OF PLATS _____, AT PAGE _____.

LAND SURVEYOR'S CERTIFICATION

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MCINTOSH RIDGE PRD, LLC ON OCTOBER 18, 2018. I HEREBY CERTIFY THAT THIS MAP FOR DAWSON RIDGE PHASE 2 IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.



PATRICK J. SCOTT DATE _____ PROFESSIONAL LAND SURVEYOR NO. 46624

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____ SIGNED OR ATTESTED BEFORE ME ON _____ BY PATRICK J. SCOTT.

NOTARY SIGNATURE _____ DATED: _____, 2020. PRINTED NAME: _____ NOTARY PUBLIC IN AND FOR THE STATE OF _____ MY COMMISSION EXPIRES _____

UTILITY EASEMENT

AN EASEMENT IS HEREBY RESERVED UNDER AND UPON ALL TRACTS AND THE EXTERIOR SIX (6) FEET OF ALL BOUNDARY LINES OF THE LOTS ADJACENT TO PUBLIC AND/OR PRIVATE ROADS AND TRACTS FOR THE INSTALLATION, CONSTRUCTION, RENOVATING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS ADJACENT TO PUBLIC AND/OR PRIVATE STREETS.

BUILDING SETBACKS

FRONT YARD	20.00'
SIDE YARD	5.00'
SIDE STREET YARD AND CORNER LOT REAR YARD	10.00'
REAR YARD	25.00'
LOT FRONTAGE ON A CUL-DE-SAC OR CURVE	30.00'

LAND INVENTORY

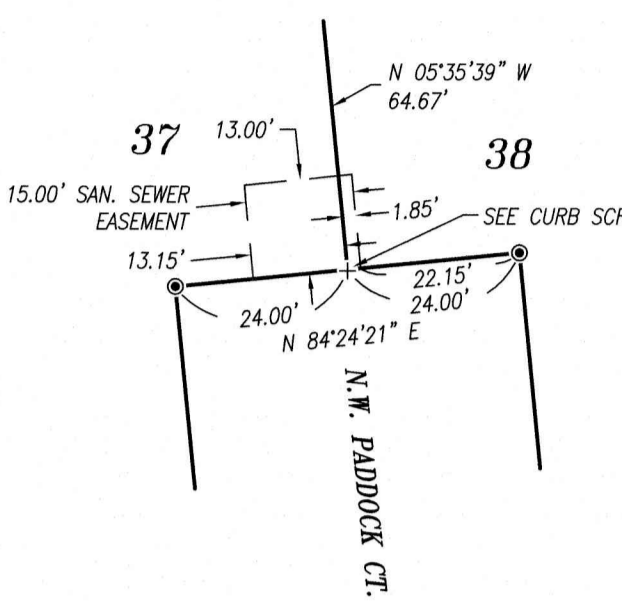
TOTAL ACREAGE:	3.92 AC.
TOTAL DEVELOPED ACREAGE:	3.17 AC.
TOTAL LOT AREA:	2.64 AC.
TOTAL INFRASTRUCTURE AREA:	0.92 AC.
TOTAL CRITICAL AREAS:	0.75 AC.

CURB SCREW TABLE

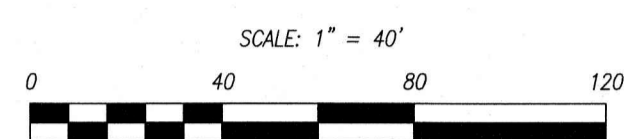
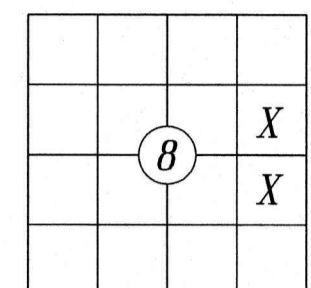
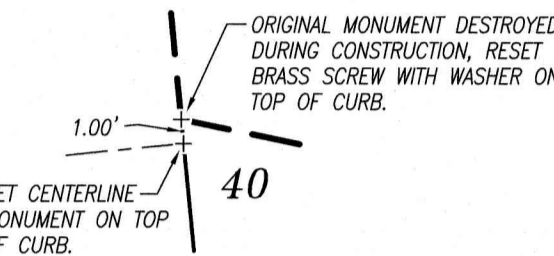
LOT 37 AND 38 [0.25' NORTH TO LOT CORNER]



DETAIL B NOT TO SCALE



DETAIL A NOT TO SCALE



BASIS OF BEARINGS

BEARINGS ARE BASED ON A BEARING OF S 88°49'37" E ALONG THE NORTH LINE OF THE LAFAYETTE DURGAN D.L.C. AS SHOWN ON THE PLAT OF DAWSON RIDGE PHASE 1 (BK. 312, PG. 18).

LEGEND

- SET 1/2" REBAR WITH YELLOW PLASTIC CAP (OLSON ENG PLS 46624) DURING THIS SURVEY
- + SET BRASS SCREW WITH WASHER (OLSON ENG PLS 46624) ON CURB. GOOD FOR PROJECTION OF THE SIDELINES, BUT NOT THE ACTUAL CORNER. ALL CURB SCREWS ARE 9.75' FROM FRONT LOT CORNER UNLESS OTHERWISE NOTED ON CURB SCREW TABLE.
- 1/2" REBAR WITH YELLOW PLASTIC CAP (OLSON ENG PLS 46624) AS SET IN DAWSON RIDGE PHASE 1 (BK. 312, PG. 18)
- △ EASEMENT PROVISIONS
- H.O.A. HOMEOWNER'S ASSOCIATION
- PVT. PRIVATE
- ESMT. EASEMENT
- TYP. TYPICAL
- () RECORD DIMENSION
- BUILDING SETBACK LINES
- LOT LINES
- PLAT BOUNDARY
- EASEMENT LINES
- D.L.C. DONATION LAND CLAM
- S.F. SQUARE FEET

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	90°00'00"	16.00'	25.13'
C2	90°00'00"	16.00'	25.13'
C3	21°31'10"	188.99'	33.42'
C4	40°43'23"	1110.00'	78.18'
C5	27°29'25"	1110.00'	63.99'
C6	12°51'04"	72.00'	16.15'
C7	23°08'45"	131.42'	53.01'

TRACT NOTES

- TRACT K IS A GEHAZARD AREA AND OPEN SPACE AND IS GRANTED TO THE H.O.A. WITH THIS PLAT. (32,580 S.F.)
- TRACT L IS A STORM WATER ACCESS TRACT GRANTED TO THE H.O.A. WITH THIS PLAT. (2,217 S.F.)
- TRACT M IS A PVT. ROAD AND IS GRANTED TO THE H.O.A. WITH THIS PLAT. AN ACCESS ESMT. IS GRANTED TO THE CITY OF CAMAS FOR INSPECTION PURPOSES. (20,066 S.F.) SEE EASEMENT PROVISION #1.

EASEMENT PROVISIONS

- △ IS A 48.00' WIDE ACCESS ESMT. GRANTED TO THE CITY OF CAMAS FOR INSPECTION PURPOSES WITH THIS PLAT.
- △ IS A 10.00' WIDE PVT. STORM ESMT. AND IS GRANTED TO THE H.O.A. WITH THIS PLAT.
- △ IS A 12.35' WIDE PVT. STORM ESMT. AND IS GRANTED TO THE H.O.A. WITH THIS PLAT.
- △ IS A 20.00' STORM ACCESS ESMT. OVER TRACT L TO THE CITY OF CAMAS WITH THIS PLAT.
- △ IS A STORM ESMT. AND IS GRANTED TO THE H.O.A. WITH THIS PLAT. AN ACCESS ESMT. IS GRANTED TO THE CITY OF CAMAS FOR INSPECTION PURPOSES.
- △ IS A 15.00' SANITARY SEWER EASEMENT GRANTED TO THE CITY OF CAMAS WITH THIS PLAT.
- △ IS A 7.50' RETAINING WALL EASEMENT GRANTED TO LOTS 40 AND 41 WITH THIS PLAT.

DECLARANT DECLARATION

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED DAWSON RIDGE PHASE 2, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR DAWSON RIDGE PHASE 2, RECORDED UNDER CLARK COUNTY RECORDING NUMBER _____

DECLARANT NAME _____ SIGNATURE _____

ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE _____ OF _____ THE ENTITY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE SAID ENTITY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT _____ IS/ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE SAID ENTITY.

WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS _____ DAY OF _____, 2020.

NOTARY SIGNATURE _____ DATED: _____, 20____. PRINTED NAME: _____ NOTARY PUBLIC IN AND FOR THE STATE OF _____ MY COMMISSION EXPIRES _____

SURVEY REFERENCES

- SURVEY BY OLSON ENGINEERING FOR DAWSON RIDGE PHASE 1 (BK. 312, PG. 18)

DEED REFERENCES

GRANTOR: MCINTOSH RIDGE HOLDINGS, LLC
GRANTEE: MCINTOSH RIDGE PRD, LLC
A.F. #: 5391802
DATE: APRIL 5, 2017

PROCEDURE

FIELD TRAVERSERS WERE PERFORMED WITH A TRIMBLE S6 TOTAL STATION (37) AND ADJUSTED BY LEAST SQUARES. THE FIELD TRAVERSERS MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 3

616 NE 4th Avenue
Camas, WA 98607

Project No. S-587

NW BRADY ROAD IMPROVEMENTS – NW 16th to NW PAC RIM BLVD

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the ___ day of ___, 20___, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and PBS Engineering (fka HDJ), hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated December 17, 2014, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

- 1. Scope of Services. Consultant agrees to perform additional services as identified on Exhibit "A" (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
a. [] Unchanged from Original/Previous Contract
2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
a. [X] Extended to June 30, 2021
b. [] Unchanged from Original/Previous Contract date of ___, 20___
Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.
3. Payment. Based on the Scope of Services and assumptions noted in Exhibit "A", Consultant proposes to be compensated on a time and material basis per Exhibit "B" (Costs for Scope of Services) with a total estimated not to exceed fee of:
a. Previous not to exceed fee: \$ 1,549,305.28
b. Amendment No. 3 : \$ 25,820.00
c. Total: \$ 1,575,125.28
d. Consultant billing rates:
[] Modification to Consultant Billing Rates per Exhibit "C" attached herein
[X] Unchanged from Supplement 2

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**SUPPLEMENT 3
EXHIBIT "A"
AMENDED SCOPE OF SERVICES**

Construction Administration Services

**NW Brady Road Improvements
City of Camas, Washington
City Project: S-587**

GENERAL DESCRIPTION

PBS has provided the City of Camas (City) with additional construction management support for the **NW Brady Road Improvements** Project. Professional Landscape Architect (PLA) and Traffic Signal Phasing services during construction were not included in the original Construction Management Supplement 2. The Covid-19 outbreak also happened during construction and required additional work to address.

The additional services requested include:

- 1) Attendance at an on-site meeting for Kate's Cove landscaping changes
- 2) Construction engineering support for the Signal phasing modifications and control panel wiring changes as required by Clark County Traffic Signal Department.**
- 3) Preparation of revised traffic signal system as-built drawings as requested by Clark County Traffic Signal Department.**
- 4) Construction engineering support for the Landscape changes at the North Pond and Kate's Cove
- 5) PLA field inspections for plantings, irrigation, and imported mulch and top soil materials
- 6) Additional cost associated with Covid-19

** The City of Camas and Clark County are in the process of negotiating an agreement wherein Clark County Traffic Signal operations staff will provide on-going maintenance and start-up services for city traffic signals.

ASSUMPTIONS

The following assumptions are specific to the work involved with construction management and inspection:

- 1) Construction closeout will be completed the first half of 2021.
- 2) The City P.M., with assistance from the PBS Construction Manager, will be responsible for any negotiations or management of disputes with the Contractor, HOAs, utility companies, or private property owners.
- 3) PBS will maintain documentation as items are reviewed and approved.
- 4) In this scope, "PBS" is used to represent both PBS' Construction Manager, Project Assistant and Project Inspector, unless otherwise indicated in the task description.
- 5) Landscaping inspections and support related to the 2-year plant establishment period requirements will be handled with a separate agreement.

SCOPE OF WORK

Task 15: Construction Management and Engineering

Sub-Task 15.3: On-Site Meetings

Additional work associated with this task included PBS attending an on-site meeting related to issues involving the landscaping near the Kate's Cove development, at the request of Camas P.M. Working with PBS P.L.A., Camas P.M. worked with Kate's Cove HOA President to develop a satisfactory landscape plan to mitigate the removal of native brush and blackberries that provided some screening between homes and the new roadway and sidewalk.

Out of scope services included:

- 1) 2-hour meeting including travel with Construction Manager and Landscape Architect
- 2) Construction meeting notes provided to the City.

Additional Cost Associated with this task: \$570.00

Sub-Task 15.6: Response to Questions and Change Orders

Additional work associated with this task included PBS' Construction Manager coordinating with the PBS Traffic Engineers as needed to meet traffic signal programming, wiring standards, and as-built drawing requirements of Clark County. Additionally, Landscape design services were required to develop additional landscape and irrigation plans as necessary to mitigate removal of pre-existing vegetative screening near Thomas Estates, Fischer Estates, and Kate's Cove. Other construction management services included coordination of repairs to pre-existing HOA irrigation systems, private retaining walls, and extended discussions related to new driveway approaches.

PBS' duties will included or will include the following:

- 1) PBS assisted the City with addressing concerns related to the landscaping near Kate's Cove and the North detention storm pond.
- 2) PBS Traffic Engineers assisted the City in coordinating with Clark County Traffic Signal Department for commissioning and start-up of the traffic signal at NW 16th & Brady.
- 3) PBS provided on-site inspections and documentation preparation and review for change order items as directed by Camas P.M.
- 4) PBS prepared design changes associated with change orders (including exhibits) during the construction process.
- 5) PBS will prepare a final change order for the final pay estimate.

Exclusions: Approval of change order paperwork to Contractor.

Additional Cost Associated with this task: \$11,580.00

Task 16: Construction Observation

Sub-Task 16.4: Inspection Services

Additional work associated with this task includes PBS providing on-site construction inspection services for Landscaping activities. Landscape inspection included checking preparation for planting, plants, and maintenance of the plantings thru the initial acceptance of the work. The Landscape inspection also includes irrigation items.

- 1) PBS landscape inspector verified the initial condition of the plants to ensure compliance with plans and specifications.
- 2) PBS landscape inspector verified installation of root barrier, topsoil, mulch and compost.
- 3) PBS landscape inspector has monitored the condition of the plants until the initial acceptance of the plantings, and developed plans for corrective actions required by the landscape subcontractor to protect and improve the health of new plantings.
- 4) PBS landscape inspector was asked by Camas P.M. to investigate and develop a plan for eradication of invasive species discovered on the project during construction. has prepared a list of remedial actions to get plantings into compliance with the contract documents.

Additional Cost Associated with this task: \$7,450.00

Task 17: Project Closeout and As-Builts

Sub-Task 17.1: As-Builts

Additional work associated with this task includes providing signal plans revised to conform to construction record drawings from information supplied by the Contractor, and as reviewed by the PBS inspector.

PBS' duties have included or will include the following:

- 1) PBS has reviewed Construction Record Drawings provided by the Contractor for the signal work at Brady and 16th.
- 2) PBS will submit final comprehensive Signal As-built drawings to Camas that comply with Clark County requirements.

Additional Cost Associated with this task: \$720.00

COVID 19 Support

Additional work associated with this task included PBS providing the city support for activities related to the Covid-19 shutdown. PBS staff reviewed the contractor's safety plan, provided training for city and PBS staff, and coordinated with the Contractor.

PBS duties included the following:

- 1) PBS supported the City on developing a plan for safely continuing construction despite the Covid-19 outbreak.
- 2) PBS attended coordination meetings with the city to discuss requirements from the Washington State Department of Health and CDC.
- 3) PBS reviewed and provided comments to the Contractor's Covid-19 safety plan.
- 4) PBS monitored site activities for concurrence with approved Covid-19 safety plan.

Additional Cost Associated with this task: \$5,500.00

Supplement 3 Summary

The contract termination date shall remain as June 30, 2021

Contract Amendment Total Cost = \$25,820.00

Previous Contract Total = \$1,549,305.28

New Total = \$1,575,125.28

EXHIBIT B - AMENDED COSTS FOR SCOPE OF SERVICES

NW Brady Road Improvements

Task and Description	PBS Engineering and Environmental (Engineering/Management)									PBS
	Eng Mngr VII	Principal Engineer	Eng VI	Eng IV	Const IV Insp	Cert. Ind. Hygienist II	Landscape/ Planning VI	Landscape/ Planning II	Expense	TOTAL
Task 15: Construction Management and Engineering										\$12,150.00
Sub-Task 15.3: On-Site Meetings	2.00							2.00	30.00	570.00
Sub-Task 15.6: Response to Questions and Change Orders	16.00		18.00	20.00			20.00			11,580.00
Task 16: Construction Observation										\$7,450.00
Sub-Task 16.4: Inspection Services							28.00	28.00	450.00	7,450.00
Task 17: Project Closeout and As-Builts										\$720.00
Sub-Task 17.1: As-Builts			1.00	4.00						720.00
COVID 19 Support										\$5,500.00
COVID 19 Support	15.00				9.00	11.00				5,500.00
TOTAL HOURS	33.00	0.00	19.00	24.00	9.00	11.00	48.00	30.00		
HOURLY RATES	175.00	220.00	160.00	140.00	130.00	155.00	155.00	95.00		
TOTAL DOLLARS	\$ 5,775.00	\$ -	\$ 3,040.00	\$ 3,360.00	\$ 1,170.00	\$ 1,705.00	\$ 7,440.00	\$ 2,850.00	\$ 480.00	\$25,820.00



Staff Report – Consent Agenda

December 7, 2020 Council Regular Meeting

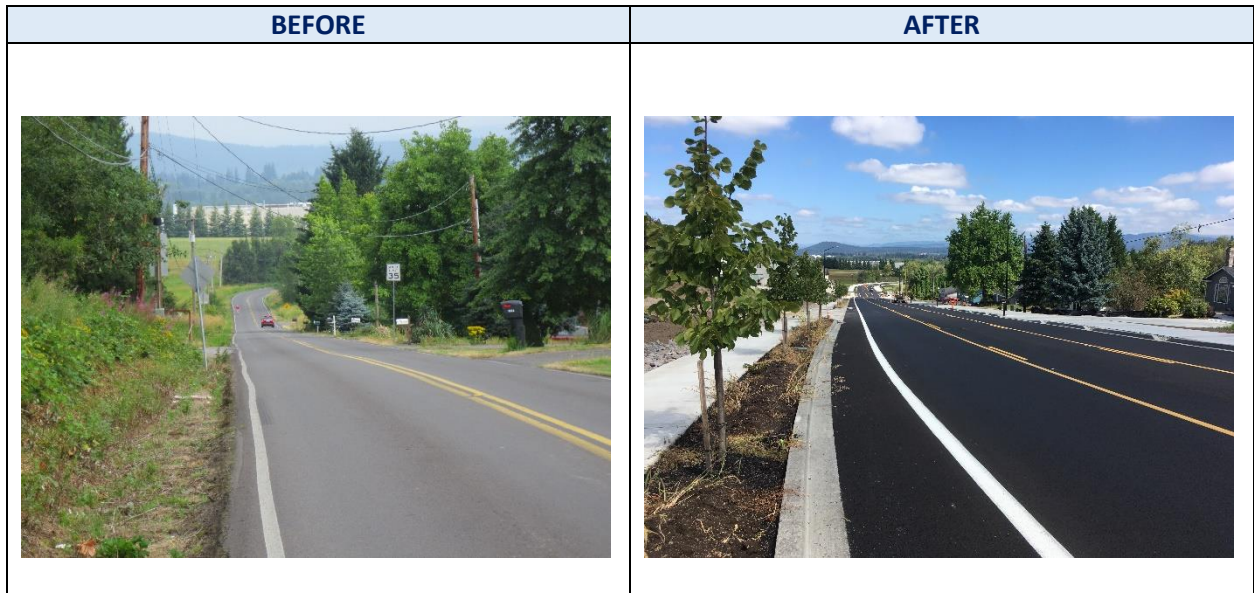
NW Brady Rd Improvements Professional Services Agreement Supplement 3
Submitted by, James Carothers, Engineering Manager

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The NW Brady Road Improvements Project between NW 16th Avenue and NW Pacific Rim Blvd. began construction in September of 2019. The project is now substantially complete, with some punch list items to be completed by the contractor within the next few weeks.

During construction of the project, some unexpected issues were encountered that required additional services from the consultant, PBS Earth and Environmental, Inc., outside of the existing contract scope. These services included: 1) coordination with the Clark County Traffic Signal department, who assist the City with signal maintenance and operations, to commission and perform start-up of the traffic signal at NW 16th and NW Brady Road after left turn improvements were made; 2) modification to the traffic signal program to conform to Clark County standards; 3) preparation of updated as-built plans for the traffic signal; 4) additional testing and on-site geotechnical oversight due to very poor soils; 5) meetings with the City and adjacent HOA’s to develop alternate landscape plans in some areas; 6) oversight and inspection of irrigation system and landscape plantings; 7) Construction support for COVID-19 compliance and contractor plan reviews. The total of these additional services amounts to \$25,820.00 as reflected in the professional services agreement (PSA) Supplement 3.

PICTURES



EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

This item will provide the means to compensate PBS for additional services related to the Brady road Improvement Project.

What's the data? What does the data tell us?

N/A

How have communities been engaged? Are there opportunities to expand engagement?

Owners, residents, and businesses near the project have been engaged throughout the design and construction of this project. Some of the services included in this supplement were for additional HOA engagement related to landscape additions to provide additional screening from the new roadway.

Who will benefit from, or be burdened by this agenda item?

N/A

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. No

Will this agenda item improve ADA accessibilities for people with disabilities?

The Brady Road improvement project added over one mile of new sidewalks and 28 new A.D.A. ramps where none previously existed.

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution?

The Brady Road improvements provide pedestrian corridors for the entire length on both sides of Brady and Parker Streets; stormwater is now being collected, treated, and detained; and the street has been improved to a minor arterial standard in conformance with the Camas Comprehensive and 6-Year Transportation Plans.

BUDGET IMPACT: The costs associated with this amendment will come from local funds allotted in the 2020 budget.

RECOMMENDATION: Staff recommends approval of PSA Supplement 3 to PBS in the amount of \$25,820.00



Staff Report – Consent Agenda

December 7, 2020 Council Regular Meeting

Mark Marine Lease Extension
(Submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: This is a one-year lease extension with Mark Marine. Their current five-year lease expires on December 31, 2020. Staff presented this item to Council at workshop on December 7, 2020

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? N/A

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? N/A

Who will benefit from, or be burdened by this agenda item? N/A

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? N/A

BUDGET IMPACT: This proposal will generate revenue for the City of Camas from the monthly lease payments made by Mark Marine. Current lease rate is \$1,700 per month.

RECOMMENDATION: Authorize the Mayor to sign one-year lease extension with Mark Marine for calendar year 2021.

LEASE EXTENSION AGREEMENT

THIS EXTENSION OF LEASE AGREEMENT made this _____ day of _____, by and between by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the state of Washington, hereinafter referred to as “Lessor”, and CRAIG MARK and DEBEE MARK, husband and wife, hereinafter referred to as “Lessee”,

RECITALS:

1. On March 7, 2016, CITY OF CAMAS, a municipal corporation organized and existing under the laws of the state of Washington, as Lessor, and CRAIG MARK and DEBEE MARK, husband and wife, as Lessee, entered into a Lease Agreement for the premises described in Exhibit "A" attached hereto and by this reference incorporated herein.
2. The current term of the Lease expires on December 31, 2020.
3. The parties desire to extend the term of the Lease for one additional year as hereinafter set forth.

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, Lessor and Lessee agree as follows:

Section 1. Extension of Term of Lease. The term of the aforescribed Lease is hereby extended from December 31, 2020 to December 31, 2021.

Section 2. Ratification. Except as expressly modified by the terms of this Extension of Lease Agreement, Lessor and Lessee hereby ratify the remaining terms and conditions of the aforescribed Lease Agreement, and agree that such provisions shall remain in full force and effect by and between the parties hereto during the extended term of the Lease Agreement.



Staff Report – Consent Agenda

December 7, 2020 Council Regular Meeting

2020 Citywide ADA Project Bid Award
(Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: Each year the City has been budgeting \$50,000 for Citywide upgrades to ADA access. There was not an ADA project completed in 2019; therefore, these funds are rolled into the 2020 project. This year’s project includes ramp and pedestrian access improvements at NW 18th Avenue and Deerfern, NE 6th and Adams, and East First and King Street. An ADA parking space is being added on NE Birch Street near 5th Avenue. These enhancements are in response to the City’s ADA Transition Plan, citizen requests, and providing safe routes to schools.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

To continue to improve citywide pedestrian accessibility.

What’s the data? What does the data tell us?

N/A

How have communities been engaged? Are there opportunities to expand engagement?

The ADA Transition Plan committee included interested residents and several ADA interest groups and individuals. Additionally, staff addresses ADA requests, comments and complaints throughout the year.

Who will benefit from, or be burdened by this agenda item?

Pedestrians that frequent these areas benefit from these improvements.

What are the strategies to mitigate any unintended consequences?

N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

No.

Will this agenda item improve ADA accessibilities for people with disabilities?

Yes.

What potential hurdles exists in implementing this proposal (include both operational and political)?

None.

How will you ensure accountabilities, communicate, and evaluate results?

N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution?

This project aligns with the ADA Transition Plan and the Transportation Element in the Camas Comprehensive Plan.

BUDGET IMPACT: This project is in the 2020 budget.

RECOMMENDATION: Staff recommends awarding the bid to McDonald Excavating, Inc. in the amount of \$94,869.00 and approving an additional 10 percent for potential change orders and overruns.



I, James E. Carothers, Engineering Manager, hereby certify that these bid tabulations are correct.

James E. Carothers 11/23/20
 James E. Carothers Date

PROJECT NO. T1018				Engineer's Estimate: \$100,554.00		McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360.835.8794		Clark and Son's Excavating, Inc. 7601 NE 289th Street Battle Ground, WA 98604 360.450.7378	
DESCRIPTION: 2020 ADA Access Upgrades				Entered by: RLS					
DATE OF BID OPENING: November 19, 2020, at 1PM									
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	LS	1.00	\$5,000.00	\$5,000.00	\$5,700.00	\$5,700.00	\$9,000.00	\$9,000.00
2	Project Temporary Traffic Control	LS	1.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$9,000.00	\$9,000.00
3	Clearing & Grubbing	LS	1.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
4	Removal of Structure and Obstructions	LS	1.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
5	Roadway Excavation, Incl Haul	CY	10.60	\$40.00	\$424.00	\$145.00	\$1,537.00	\$5.00	\$53.00
6	Planing Bituminous Pavement	SY	151.00	\$150.00	\$22,650.00	\$58.00	\$8,758.00	\$18.00	\$2,718.00
7	HMA Class 1/2" PG 64-22 (4 inch Depth)	TON	27.00	\$100.00	\$2,700.00	\$250.00	\$6,750.00	\$140.00	\$3,780.00
8	Erosion Control and Water Pollution Control	LS	1.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
9	Roadside Restoration	LS	1.00	\$300.00	\$300.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
10	Cement Concrete Traffic Curb	LF	130.00	\$45.00	\$5,850.00	\$36.00	\$4,680.00	\$30.00	\$3,900.00
11	Cement Concrete Traffic Curb and Gutter	LF	68.00	\$90.00	\$6,120.00	\$42.00	\$2,856.00	\$30.00	\$2,040.00
12	Cement Concrete Pedestrian Curb	LF	107.00	\$45.00	\$4,815.00	\$39.00	\$4,173.00	\$30.00	\$3,210.00
13	Cement Concrete Sidewalk	SY	96.00	\$105.00	\$10,080.00	\$102.00	\$9,792.00	\$170.00	\$16,320.00
14	Cement Concrete Sidewalk with Raised Edge	SY	17.00	\$135.00	\$2,295.00	\$299.00	\$5,083.00	\$200.00	\$3,400.00
15	Cement Concrete Curb Ramp Type 1L-1R	EA	4.00	\$1,500.00	\$6,000.00	\$2,200.00	\$8,800.00	\$2,000.00	\$8,000.00
16	Cement Concrete Curb Ramp Type 1L-2R	EA	2.00	\$2,500.00	\$5,000.00	\$3,400.00	\$6,800.00	\$3,000.00	\$6,000.00
17	Cement Concrete Curb Ramp Type 1L-BT	EA	1.00	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00	\$4,000.00	\$4,000.00
18	Cement Concrete Curb Ramp Type 1L	EA	1.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
19	Detectable Warning Surface	SF	16.00	\$20.00	\$320.00	\$65.00	\$1,040.00	\$40.00	\$640.00
20	Permanent Signing	LS	1.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00
21	Pavement Markings	LS	1.00	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00
22	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
23	Construction Documentation (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

SUBTOTAL	\$100,554.00	\$94,869.00	\$97,861.00
SALES TAX (0%)	N/A	N/A	N/A
CONTRACT TOTAL (BASIS OF AWARD)	\$100,554.00	\$94,869.00	\$97,861.00



PROJECT NO. T1018				NW Construction General Contracting, Inc. 22317 NE 72nd Ave Battle Ground, WA 98604 360.687.2040		Advanced Excavating Specialists, LLC 1010 Columbia Boulevard Longview, WA 98632 360.232.8854		Granite Construction Company 16821 SE McGillivray Blvd., Suite 210B Vancouver, WA 98683 360.254.0978	
DESCRIPTION: 2020 ADA Access Upgrades				Entered by: RLS					
DATE OF BID OPENING: November 19, 2020, at 1PM									
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	LS	1.00	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00	\$11,062.00	\$11,062.00
2	Project Temporary Traffic Control	LS	1.00	\$3,500.00	\$3,500.00	\$1,574.00	\$1,574.00	\$22,000.00	\$22,000.00
3	Clearing & Grubbing	LS	1.00	\$3,500.00	\$3,500.00	\$9,000.00	\$9,000.00	\$1,000.00	\$1,000.00
4	Removal of Structure and Obstructions	LS	1.00	\$5,000.00	\$5,000.00	\$12,800.00	\$12,800.00	\$20,000.00	\$20,000.00
5	Roadway Excavation, Incl Haul	CY	10.60	\$125.00	\$1,325.00	\$450.00	\$4,770.00	\$70.00	\$742.00
6	Planing Bituminous Pavement	SY	151.00	\$25.00	\$3,775.00	\$30.00	\$4,530.00	\$50.00	\$7,550.00
7	HMA Class 1/2" PG 64-22 (4 inch Depth)	TON	27.00	\$225.00	\$6,075.00	\$215.00	\$5,805.00	\$500.00	\$13,500.00
8	Erosion Control and Water Pollution Control	LS	1.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$500.00	\$500.00
9	Roadside Restoration	LS	1.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$250.00	\$250.00
10	Cement Concrete Traffic Curb	LF	130.00	\$39.00	\$5,070.00	\$33.00	\$4,290.00	\$85.00	\$11,050.00
11	Cement Concrete Traffic Curb and Gutter	LF	68.00	\$39.00	\$2,652.00	\$30.00	\$2,040.00	\$70.00	\$4,760.00
12	Cement Concrete Pedestrian Curb	LF	107.00	\$39.00	\$4,173.00	\$32.00	\$3,424.00	\$55.00	\$5,885.00
13	Cement Concrete Sidewalk	SY	96.00	\$220.00	\$21,120.00	\$82.00	\$7,872.00	\$175.00	\$16,800.00
14	Cement Concrete Sidewalk with Raised Edge	SY	17.00	\$245.00	\$4,165.00	\$235.00	\$3,995.00	\$250.00	\$4,250.00
15	Cement Concrete Curb Ramp Type 1L-1R	EA	4.00	\$1,950.00	\$7,800.00	\$2,300.00	\$9,200.00	\$1,200.00	\$4,800.00
16	Cement Concrete Curb Ramp Type 1L-2R	EA	2.00	\$2,950.00	\$5,900.00	\$3,200.00	\$6,400.00	\$2,200.00	\$4,400.00
17	Cement Concrete Curb Ramp Type 1L-BT	EA	1.00	\$3,750.00	\$3,750.00	\$3,600.00	\$3,600.00	\$2,800.00	\$2,800.00
18	Cement Concrete Curb Ramp Type 1L	EA	1.00	\$1,950.00	\$1,950.00	\$2,200.00	\$2,200.00	\$1,200.00	\$1,200.00
19	Detectable Warning Surface	SF	16.00	\$45.00	\$720.00	\$50.00	\$800.00	\$50.00	\$800.00
20	Permanent Signing	LS	1.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00
21	Pavement Markings	LS	1.00	\$4,000.00	\$4,000.00	\$4,100.00	\$4,100.00	\$3,000.00	\$3,000.00
22	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
23	Construction Documentation (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

SUBTOTAL	\$104,975.00	\$107,000.00	\$149,149.00
SALES TAX (0%)	N/A	N/A	N/A
CONTRACT TOTAL (BASIS OF AWARD)	\$104,975.00	\$107,000.00	\$149,149.00

E-Verify MOU was not submitted with the Bid Proposal



Staff Report – Consent Agenda

December 7, 2020 Council Regular Meeting

NW Friberg-Strunk Professional Services Wetland Mitigation Monitoring
(Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

PURPOSE: This agenda item is to approve the amendment to the current professional services agreement for wetland mitigation monitoring, in the amount of \$84,110.00 to be dispersed over a 5-year span, to Harper Houf Peterson Righellis, Inc. (HHPR). The wetland mitigation monitoring is a requirement of the City’s 10-year US Army Corps of Engineers permit, which was issued as a requirement for the construction of NW Friberg-Strunk Road. The original contract was for the first 5-years and amendment is for the final 5-years of monitoring.

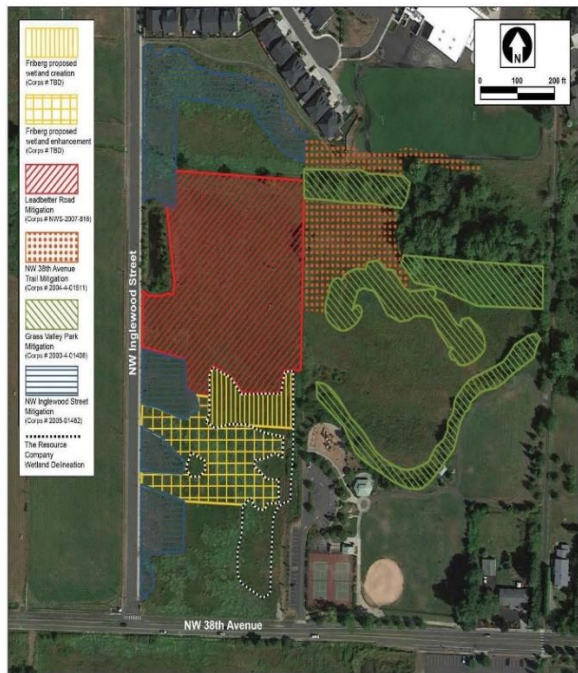


Figure 1: Grass Valley Wetland Mitigation Sites

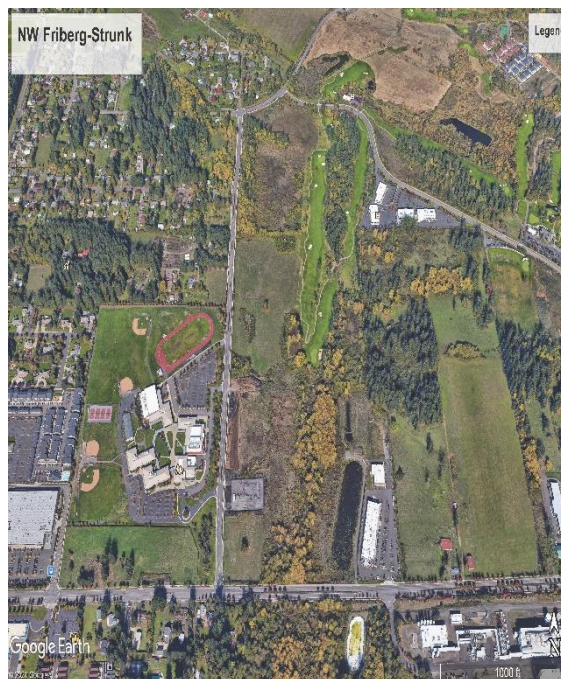


Figure 2: NW Friberg-Strunk Roadway Improvement.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

Final approval from the US Army Corps of Engineers (Corps) of the mitigation site.

What's the data? What does the data tell us?

Per the yearly monitoring reports, the site is forecast to meet the Corps permit requirements.

How have communities been engaged? Are there opportunities to expand engagement?

N/A

Who will benefit from, or be burdened by this agenda item?

N/A

What are the strategies to mitigate any unintended consequences?

N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

No.

Will this agenda item improve ADA accessibilities for people with disabilities?

N/A

What potential hurdles exists in implementing this proposal (include both operational and political)?

None

How will you ensure accountabilities, communicate, and evaluate results?

Monitoring and maintenance reports are required to be submitted to the Corps and to the City for review. Any discrepancies are noted in the reports and maintenance activities are altered as required.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

N/A

BUDGET IMPACT: These costs are paid out of the Stormwater fund.

RECOMMENDATION: Approve the amendment in the amount of \$84,110.00 to Harper Houf Peterson Righellis, Inc. (HHPR).



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1

616 NE 4th Avenue
Camas, WA 98607

Project No. SS-566C

FRIBERG WETLAND MITIGATION MONITORING

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 21st day of October 2020, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Harper Houf Peterson Righellis Inc. (HHPRI), hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated May 2, 2016, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

- 1. Scope of Services. Consultant agrees to perform additional services as identified on Exhibit "A" (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:

- a. [X] Extended to December 31, 2025
b. [] Unchanged from Original/Previous Contract date of _____, 20__

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

- 3. Payment. Based on the Scope of Services and assumptions noted in Exhibit "A", Consultant proposes to be compensated on a time and material basis per Exhibit "B" (Costs for Scope of Services) with a total estimated not to exceed fee of:

- a. Previous not to exceed fee: \$84,080.00
b. Amendment No. 1: \$84,110.00
c. Total: \$168,190.00
d. Consultant billing rates:
[X] Modification to Consultant Billing Rates per Exhibit "C" attached herein
[] Unchanged from Original Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By: _____

By:  _____

Print Name: _____

Print Name: Charles L. Harper, PE

Title: _____

Title: Principal

EXHIBIT “A” AMENDED SCOPE OF SERVICES

Task 1: Annual Hydrologic Monitoring

Data Acquisition

Mitigation monitoring will include an assessment of site hydrology in the establishment/creation area and site photographs to document these conditions. Annual hydrologic information will be collected during five weekly visits, approximately 7 days apart. The monitoring will begin in late-February or early March (depending on winter rainfall and site conditions) and continue to early- to mid-April (depending on site conditions and when monitoring starts). Water levels will be measured in the vicinity of transect stakes T3W and T3N; these two stakes are near the two soil monitoring wells that were vandalized. Staff gauges will be read directly. Site visit photographs will be downloaded and annotated after each site visit.

Assumptions:

- Hydrologic monitoring will consist of five visits approximately 7 days apart. Time includes travel to and from the site, mobilization, and demobilization.
- No vandalism to staff gauges, transect stakes, or photo monitoring stakes.

Deliverables:

- Hydrologic information included in annual monitoring reports discussed in Task 2.

Task 2: Annual Vegetation Monitoring, Report, and Coordination

Data Acquisition

Mitigation monitoring data will be collected each monitoring year and will include an assessment of plant survival, density, and cover, the presence and condition of habitat features, and site photographs (at five photo monitoring points and generally throughout the site) to document these conditions.

Species and plant mortality data will be collected for planted specimens along the four previously established transects. Monitoring will take place during the late summer with the goal of monitoring within the same 3-week window each year. The line intercept method (Bonham 1989¹; Coulloudon et al. 1999²) will be used to determine plant cover. Plant survival and density will be determined using the belt-transect method (Stehman and Salzer 2000³). Data will be collected by identifying woody plant species, condition (alive or dead) and location along a 100-foot tape measure.

Other general observations will be made, such as the presence and condition of installed habitat features, plant survival and vigor across the site, condition of the critical area signage, presence of litter, presence of invasive species or noxious weeds, and observed wildlife signs.

¹ Bonham, C. D. 1989. Measurements for Terrestrial Vegetation. John Wiley & Sons, New York, NY.

² Coulloudon, B., K. Eshelman, J. Gianola, N. Habich, L. Hughes, C. Johnson, M. Pellant, P. Podborny, A. Rasmussen, B. Robles, P. Shaver, J. Spehar, J. Willoughby. 1999. Sampling Vegetation Attributes. BLM Technical Reference 1734-4, Denver, Colo.

³ Stehman, S. and D. Salzer. 2000. Estimating density from surveys employing unequal-area belt transects. Wetlands 20 (3): 512-519.

Mitigation Monitoring Report

An annual Mitigation Monitoring Report will document the site conditions for each monitoring year. The report will follow the general format:

- Introduction, including site location and permit numbers;
- Monitoring Schedule and Performance Standards;
- Data Collection Methods;
- Results, including a summary of hydrology, climate, and vegetation data;
- Conclusions, including discussion, if needed, of maintenance needs, adaptive management requirements, and follow up actions; and
- Appendices including, as appropriate, data forms for hydrologic and vegetation monitoring, site photographs, and a map of all sample locations and permanent photo monitoring points.

Assumptions:

- Vegetation data will be collected by a two-person team and the annual field effort is not expected to exceed one field day for the team.
- No vandalism to transect stakes or photo monitoring stakes.
- Mitigation monitoring report to be approximately 10 pages in length, not including appendices, maps, and photographs.
- Comments on reports by Camas and agency staff will be editorial in character and not require additional field work, analysis, or substantive revisions to the mitigation monitoring report.
- Attendance at agency site visits not required.

Deliverables:

- Draft Annual Monitoring Report (one electronic copy) for City review for years 6 through 10.
- Final Annual Monitoring Report (one electronic copy) for the City files for years 6 through 10.
- Final Annual Monitoring Report (one electronic copy) for the US Army Corps of Engineers files for years 7 and 10.

Task 3: Project Planning and Coordination

HHPR will support general project planning throughout the project via non-technical, internal project activities, such as invoicing, throughout the project.

Assumptions:

- Project involvement is February through October of each year (2020-2025).
- Level of effort is estimated as 1 hour per month for 6 months for senior staff.
- Level of effort is estimated as 0.5 hour per month for 6 months for clerical staff support.

Deliverables:

- Invoices, monthly task summary, and associated coordination.

Task 4: Annual Maintenance Coordination

HHPR will coordinate with the maintenance contractor (procured by the City) to address questions and discuss issues.

Assumptions:

- Level of effort for office and field work is estimated as 4 hours per year for senior staff.
- One field meeting each year between senior staff and contractor staff (not to exceed 4 hours, including preparation, travel, and meeting time).

Deliverables:

- One contractor meeting per year.

Task 5: Project Contingency Fund

Provide additional services, on an as-needed basis, when approved and authorized by the City. Authorization by the City shall be written, which may be an email notification.

EXHIBIT "B"
AMENDED COSTS FOR SCOPE OF SERVICES

	Annual Monitoring Fee				
	2021	2022	2023	2024	2025
Task 1: Annual Hydrologic Monitoring	\$5,172.00	\$5,172.00	\$5,172.00	\$5,172.00	\$5,172.00
Task 2: Annual Vegetation Monitoring, Report, and Coordination	\$7,433.00	\$7,433.00	\$7,433.00	\$7,433.00	\$7,433.00
Task 3: Project Planning and Coordination	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00
Task 4: Annual Maintenance Coordination	\$774.00	\$774.00	\$774.00	\$774.00	\$774.00
Annual Totals	\$14,822.00	\$14,822.00	\$14,822.00	\$14,822.00	\$14,822.00

Tasks 1-4: Total for Years 2021-2025 = \$74,110.00

Task 5: Project Contingency Fund = \$10,000.00

ADDENDUM 1 TOTAL: \$84,110.00

(Addendum 1 Total includes Task 5 Project Contingency Fund to provide additional services, on an as needed basis, when approved and authorized by the City)

**EXHIBIT “C”
AMENDED CONSULTANT BILLING RATES**

TABLE C1. Category and rate for various staff positions 2021 – 2025

LABOR CATEGORY	HOURLY RATE
Senior Scientist	\$186.00
Scientist	\$126.00
Landscape Architect	\$147.00
CAD Technician	\$126.00
Clerical	\$109.00

Labor categories not listed in Table C1, but required for the project in a given year, will be billed at rates listed in the Harper Houf Peterson Righellis standard fee schedule for that year.

2021 COUNCIL APPOINTMENTS

Board/ Committee/ Commission	Full Name	Position
Bee Committee	Melissa Smith	Liaison
Camas Youth Advisory Council (CYAC)	Ellen Burton	Liaison
City/School Committee	Don Chaney	Liaison
	Ellen Burton	Liaison
Clark Regional Emergency Services Agency (CRESA)	Don Chaney	Liaison
Columbia River Economic Development Council (CREDC)	Steve Hogan	Liaison
Communication Committee	Bonnie Carter	Liaison
	Ellen Burton	Liaison
Community Development Block Grant	Barry McDonnell	Liaison
C-TRAN	Greg Anderson	Liaison
	Melissa Smith	Alternate
CW Chamber of Commerce	Melissa Smith	Liaison
	Bonnie Carter	Alternate
Design Review Committee	Melissa Smith	Liaison
Downtown Camas Association	Ellen Burton	Liaison
	Bonnie Carter	Alternate
East County Ambulance Advisory Board (ECAAB)	Shannon Roberts	Liaison
	Steve Hogan	Alternate
Economic Development Strategy Committee for Economic Incentives	Greg Anderson	Liaison
	Steve Hogan	Liaison
	Barry McDonnell	Liaison
Finance Committee	Don Chaney	Liaison
	Steve Hogan	Liaison
	Bonnie Carter	Liaison
Fire - Joint Policy Advisory Committee (JPAC)	Don Chaney	Liaison
	Greg Anderson	Liaison
	Ellen Burton	Liaison
Fire/Emergency Medical Services Partnership	Greg Anderson	Liaison
	Barry McDonnell	Liaison

GP Mill Advisory Committee	Steve Hogan	Liaison
	Shannon Roberts	Liaison
	Barry McDonnell	Liaison
LEOFF Disability Board	Melissa Smith	Board Member
	Don Chaney	Board Member
Library Board	Bonnie Carter	Liaison
	Ellen Burton	Alternate
Lodging Tax Advisory Committee	Shannon Roberts	Liaison
Lower Columbia Fish Recovery Board - Regional Cities Rep	No assignment	
Mayor Pro-Tem	Ellen Burton	
Parks & Recreation Commission	Ellen Burton	Liaison
	Shannon Roberts	Alternate
Planning Commission	Shannon Roberts	Liaison
	Bonnie Carter	Alternate
Port of Camas-Washougal	Melissa Smith	Liaison
Public Safety Committee	Don Chaney	Liaison
	Greg Anderson	Liaison
	Shannon Roberts	Liaison
Public Works Committee	Bonnie Carter	Liaison
	Steve Hogan	Alternate
Regional Transportation Council (RTC) (Washougal 2020 Liaison)	Melissa Smith	Alternate
Shoreline Management Review Committee	Ellen Burton	Liaison
Sister Cities Committee	Ellen Burton	Liaison
	Barry McDonnell	Alternate



Staff Report

December 7, 2020 Council Regular Meeting

Public Hearing – Surplus of Property at 27217 NE 19th Street

Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: Mr. Pitts, pursuant to his Last Will and Testament, bequeathed certain property to the City with a directive, as outlined in a Quit Claim Deed recorded on May 19, 2016, that the City use it for park and recreational purposes and specifically designate the area as "The Patrick A. Pitts Park". The Quit Claim Deed further references that if the real property is not so used then the property is to be reverved to the St. Thomas Aquinas Catholic Church.

SUMMARY: In 2016 The City of Camas was deeded a 3-acre residential property located at 27217 NE 19th. The property lies 1.5 miles outside the City limits. To help determine if the site was suitable for conversion of residential property into a recreation area, a feasibility assessment was conducted. Finding of the assessment was reviewed by the Parks and Recreation Commission. Based on this information and considering the sites location and size, the property will not meet the short- or long-term needs of the City for recreational use. The Parks and Recreation Commission concluded that the property is not suitable for inclusion into the Open Space or Parks system and recommends declaring the property surplus.

This item was introduced at the October 19, 2020 Council Workshop. In accordance with Ordinance 2509 adopted in 2008, "prior to the sale, conveyance, exchange, transfer or other disposition of open space, park, or recreational land owned by the City, the City Council shall first hold a public hearing". A notice for the public hearing was published in the Camas-Washougal Post Record in accordance with the City's Camas Municipal Code and policies.



Figure: 27217 NE 19th Vicinity Map

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? Hold a public hearing to receive testimony on the potential surplus.

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? N/A

Who will benefit from, or be burdened by this agenda item? St. Thomas Aquinas Catholic Church may benefit from the reversion and surplus, but that was the intention of Mr. Pitts in his Last Will and Testament.

What are the strategies to mitigate any unintended consequences? A Public Hearing is being held to take public testimony.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution?
N/A

BUDGET IMPACT: N/A

RECOMMENDATION: Hold the public hearing in accordance with the City's adopted rules and procedures.



Staff Report

December 7, 2020 Council Regular Meeting

Resolution No. 20-017 Declaring Real Property Located at 27217 NE 19th Street Surplus
Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: Mr. Pitts, pursuant to his Last Will and Testament, bequeathed certain property to the City with a directive, as outlined in a Quit Claim Deed recorded on May 19, 2016, that the City use it for park and recreational purposes and specifically designate the area as "The Patrick A. Pitts Park". The Quit Claim Deed further references that if the real property is not so used then the property is to be reverred to the St. Thomas Aquinas Catholic Church.

SUMMARY: In 2016 The City of Camas was deeded a 3-acre residential property located at 27217 NE 19th. The property lies 1.5 miles outside the City limits. To help determine if the site was suitable for conversion of residential property into a recreation area, a feasibility assessment was conducted. Finding of the assessment was reviewed by the Parks and Recreation Commission. Based on this information and considering the sites location and size, the property will not meet the short- or long-term needs of the City for recreational use. The Parks and Recreation Commission concluded that the property is not suitable for inclusion into the Open Space or Parks system and recommends declaring the property surplus.

This item was introduced at the October 19, 2020 Council Workshop. A public hearing is being held at this same December 4th Meeting to receive public testimony prior to the City Council considering this Resolution.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? Surplus the property in question.

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? N/A

Who will benefit from, or be burdened by this agenda item? St. Thomas Aquinas Catholic Church may benefit from the reversion and surplus, but that was the intention of Mr. Pitts in his Last Will and Testament.

What are the strategies to mitigate any unintended consequences? A Public Hearing is being held to take public testimony.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? N/A

BUDGET IMPACT: N/A

RECOMMENDATION: Adopt Resolution 20-017 as presented authorizing the City Attorney to prepare the form of the Quit Claim Deed and work to transfer the property from the City to the Church as required.

RESOLUTION NO. 20-017

A RESOLUTION declaring certain real property owned by the City of Camas to be surplus and authorizing the transfer thereof pursuant to the terms of the conveyance document.

WHEREAS, the City of Camas is the owner of certain real property more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, said real property was acquired by Quitclaim Deed from Patrick A. Pitts, subject to certain conditions that the City utilize the area for "park and recreational purposes, or as a natural recreational open space"; and

WHEREAS, said real property is not located within the limits of the City of Camas; and

WHEREAS, the City of Camas Parks and Recreation Department has reviewed the possible uses for said real property and has determined that the area cannot be used for the purposes as outlined in the Quitclaim Deed; and

WHEREAS, pursuant to the terms of the Quitclaim Deed, if the real property is not used in the manner which was contemplated, then the real property was to be conveyed to the Catholic Archbishop of Seattle for the benefit of the St. Thomas Aquinas Catholic Church of Camas, Washington; and

WHEREAS, the City Council of the City of Camas, for the reasons set forth herein, intends to declare the real property as described in Exhibit "A" as surplus and authorize the conveyance as otherwise required pursuant to the terms of the Quitclaim Deed; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Camas as follows:

Section I

The real property more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, is hereby declared surplus.

RESOLUTION NO. 20-017

Section II

Said real property shall be conveyed, pursuant to the terms of the Quitclaim Deed recorded under Clark County Auditor’s No. 5285313 on May 19, 2016, to the Catholic Archbishop of Seattle, for the benefit of the St. Thomas Aquinas Catholic Church of Camas, Washington.

Section III

The mayor of the City of Camas, or any designee, is hereby authorized to execute all documents associated with this transaction, including any deed.

ADOPTED by the Council of the City of Camas and approved by the Mayor this _____ day of _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

RESOLUTION NO. 20-017

EXHIBIT "A"

Beginning at a point on the North line of the Bonneville Power Easement, which is 12.6 feet, more or less, South of the Northwest corner of Section Twenty-five (25), Township Two (2) North, Range Three (3) East of the Willamette Meridian, and North along the West line of Sections 25 and 24 in said Township and Range, 295 feet to the center of Irland County Road; thence East along said center line 444.2 feet to the Northwest corner of that certain tract conveyed by deed to Alfred E. Farley and Ruth E. Farley, husband and wife, by deed recorded under auditor's file No. F 57013, records of said County; thence South along the West line of said tract 295 feet to the North line of said transmission easement; thence West along the North line 444.2 feet to the point of beginning.

EXCEPT County or public roads.



Staff Report

December 7, 2020 Regular Meeting

Green Mountain Area Property Acquisition

Presenter: Steve Wall, Public Works Director and Shawn MacPherson, City Attorney

Phone	Email
360.817.7899	swall@cityofcamas.us

SUMMARY: The City has negotiated the attached purchase and sale agreement for approximately 115 acres of land on the west side of Green Mountain located adjacent to Ingle Road. The 115 acres is currently part of the Green Mountain Planned Residential Development (PRD) and is identified through the PRD as Phase 3. An appraisal for the property was completed by the Sellers in September 2020 that placed a fee simple value on the total 115 gross acres at \$20.1 million. As stated in the Purchase and Sale Agreement (PSA), approximately 60 acres, identified as "Parcel 1", appraised at approximately \$15.5 million would be donated to the City with a closing date on or before December 31, 2020. The remaining 55 acres, identified as "Parcel 2" with an appraised value of \$4.6 million, would be purchased by the City at a negotiated price of \$3.8 million. The closing date for Parcel 2 would be October 31, 2021. See Figure 1 and Figure 2 below for the Site Location and a graphic representation of Parcel 1 and Parcel 2.

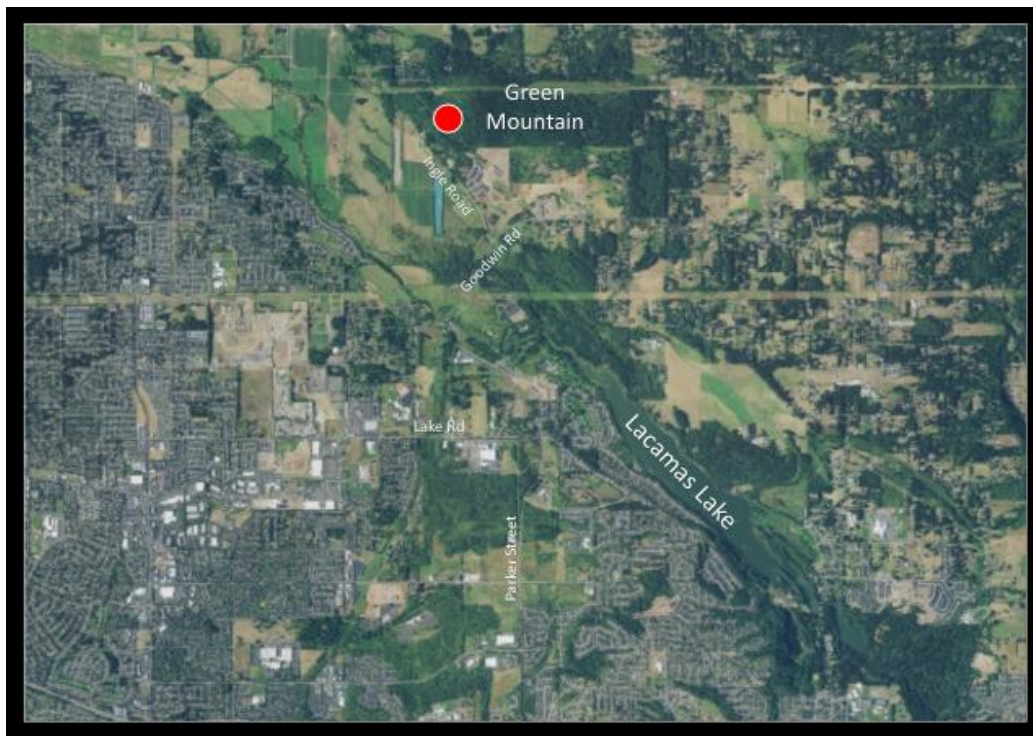


Figure 1: Green Mountain Site Location

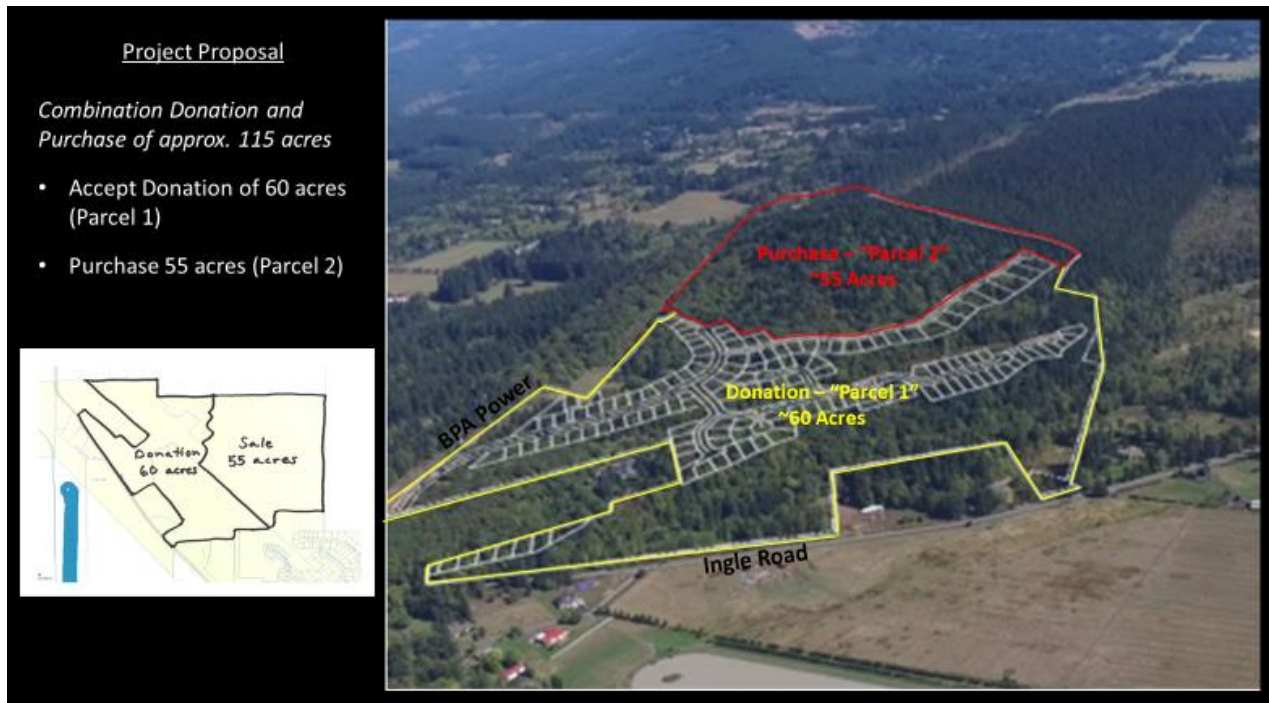


Figure 2: Green Mountain Donation (Parcel 1) and Acquisition (Parcel 2)

Other terms and conditions of the PSA include a requirement that the City provide an interim access and utility easement across Parcel 1 at the closing of Parcel 1, until the closing of Parcel 2 occurs and the City becomes the owner of both parcels. Additionally, there are three separate development agreements associated with the Green Mountain PRD that are addressed in the PSA. The PSA includes provisions to remove the City from any duties or obligations the developers or successors may have associated with a development agreement for the Green Mountain Park. In regard to the remaining two development agreements, the PSA states that the "Sellers and Buyer [City] shall use commercially reasonable efforts, to negotiate and reach agreement on the form and content of an amendment" to the agreements that would remove the City and the Sellers from any duties and obligations associated with the agreements. The PSA further recognizes that any amendments to the agreements "shall comply with all lawful procedures, including public hearings".

Confirmation of this purchase and sale agreement will remove land slated for development, including Phase 3 of the Green Mountain PRD which has preliminary plat approval for 159 lots. The addition of the land to the City's inventory would help protect and conserve the Green Mountain area and make the land available for public use for future generations. The area is identified in the adopted Parks, Recreation and Open Space Plan as a key to not only the City's long-term recreation vision, but also a County-wide link to existing open spaces and future trails. The property is located in an area surrounded by existing State-, County-, School District- and City-owned land and will provide for long-term parks, trails and opens space system links.

EQUITY CONSIDERATIONS:

- What are the desired results and outcomes for this agenda item?
 - Acceptance of donated property and acquisition of real property in support of the City's parks, open space, and trail systems.
- What's the data? What does the data tell us?
 - N/A
- How have communities been engaged? Are there opportunities to expand engagement?
 - N/A
- Who will benefit from, or be burdened by this agenda item?
 - Additional acreage will be added to the City's parks and open space network. This will benefit future generations and provide public access to approximately 115 acres on and around Green Mountain and connections to other publicly-owned land in the area.
- What are the strategies to mitigate any unintended consequences?
 - An appraisal was completed on the 115 acres in September 2020 by the Sellers. An appraisal review will be completed prior to the closing of Parcel 2 to confirm the value of the purchased property. Additionally, due diligence will be completed on both the donated portion of the property and on the acquisition portion of the property.
- Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.
 - N/A
- Will this agenda item improve ADA accessibilities for people with disabilities?
 - N/A
- What potential hurdles exist in implementing this proposal (include both operational and political)?
 - N/A
- How will you ensure accountabilities, communicate, and evaluate results?
 - N/A
- How does this item support a comprehensive plan goal, policy, or other adopted resolution?
 - The City's adopted Parks, Recreation and Open Space (PROS) Plan identifies the desire to include parks and open space around Green Mountain, including improving public access and potentially creating a viewpoint at the top of the mountain. The general area in question is also identified in other County-wide planning documents and efforts, including the Clark County PROS Plan and the

Clark County Conservation Areas Acquisition Plan. The area is also adjacent to and in close proximity to other parks and open space already owned by the City, County, Department of Natural Resources, and the Camas School District and will ultimately be a key location for the connections of the Vancouver Lake-to-Lacamas Lake Trail and trail connections to Camp Bonneville and the Lacamas Heritage Trail.

BUDGET IMPACT: As discussed above, 60 acres of land will be donated to the City with Parcel 1 with an appraised value of approximately \$15.5 million. 55 acres of land will be acquired, identified as Parcel 2, for a negotiated purchase price of \$3.8 million. The City will also contribute 50% of the closing costs for each parcel. In addition, the PSA includes provisions pertaining to \$100,000 in earnest money, which is to be deposited by the City into escrow with the title company within five (5) days of the Execution Date of the PSA.

City funds to be used towards purchase of the property will likely come from the City's Real Estate Excise Tax Fund and/or a combination of general obligation bonds. Staff will be working to find all available grant opportunities that could retroactively be used towards the purchase of Parcel 2. Though grants are never guaranteed, staff believes the parcels have the amenities and are located in key areas that will increase the City's chances of success with grant applications.

Based on the approval of 159 lots associated with Phase 3 of the Green Mountain PRD, there would be a loss in property tax revenue, Real Estate Excise Tax, utility revenues and bonding capacity assuming building of homes occurs; however, estimating the potential loss is difficult based on the potential variation in housing allowed and indications from the developer that donation of a large portion of the property would likely occur regardless. It is also noted there will be less infrastructure and area in which the City would need to provide public services which will help offset the loss in revenues.

RECOMMENDATION: Confirm the terms of the purchase and sale agreement for real property located adjacent to Ingle Road at Green Mountain, authorize the City Administrator, or his designee, to begin due diligence on Parcels 1 and 2, and close on Parcel 1 upon completion of the Parcel 1 due diligence. Closing authorization on Parcel 2 will be presented to Council in 2021 upon completion of the development agreement amendments and appraisal review process.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”), dated effective as of December 1, 2020 (the “**Effective Date**”), is entered into between Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (each, a “**Seller**” and collectively, “**Sellers**”), and City of Camas, Washington, a Washington municipal corporation (“**Buyer**”).

Recitals

A. Sellers own approximately one hundred fifteen (115) acres of unimproved land situated in Clark County, Washington. Such unimproved land consists of two parcels that are hereinafter referred to as “**Parcel 1**” and “**Parcel 2**.” Parcel 1 is legally described on Exhibit A attached hereto, and its approximate location is depicted on the map attached hereto as Exhibit B. Parcel 2 is legally described on Exhibit C attached hereto, and its approximate location is depicted on Exhibit B attached hereto. Parcel 1 and Parcel 2 shall hereinafter from time to time be collectively referred to as the “**Property**.”

B. It is the intention of Sellers and Buyer that Sellers, on or before December 31, 2020, will donate Parcel 1 to Buyer and that Buyer will purchase Parcel 2 from Sellers on or before October 31, 2021.

Agreement

1. **Donation of Parcel 1.** Sellers shall donate Parcel 1 to Buyer pursuant to the terms and conditions as set forth in this Agreement (the “**Parcel 1 Donation**”).

(a) **Parcel 1 Closing.** Sellers’ donation of Parcel 1 to Buyer shall close at or through the office of Stewart Title Guaranty Company (the “**Title Company**”) at 210 E. 13th Street, Suite 200, Vancouver, Washington 98660, Attention: Janice Mann, on a date selected by Buyer that (a) is reasonably acceptable to Sellers and (b) occurs on or before December 31, 2020 (the “**Parcel 1 Closing**”). The Parcel 1 Closing shall occur when the Parcel 1 Deed, as such term is defined in Section 1(b)(i)(A) of this Agreement, is recorded in the Records of Clark County, Washington. The date on which the Parcel 1 Closing occurs shall be referred to in this Agreement as the “**Parcel 1 Closing Date**.”

(b) **Deliveries to the Title Company.**

(i) **By Sellers.** On or before the Parcel 1 Closing Date, Sellers shall deliver the following in escrow to the Title Company:

(A) A bargain and sale deed (the “**Parcel 1 Deed**”), executed and acknowledged by Sellers, in the form attached hereto as Exhibit D, conveying Parcel 1 to Buyer.

(B) The Easement Agreement (as such term is defined in Section 1(i) of this Agreement), executed and acknowledged by Sellers.

(C) A Real Estate Excise Tax Affidavit and a Real Estate Excise Tax Supplemental Statement (stating that the Parcel 1 Donation is exempt from the real estate excise tax as a gift), executed on behalf of Sellers.

(D) A certification from Sellers, or a certification from each Seller, representing that no Seller is a “foreign person” as defined in Internal Revenue Code Section 1445.

(E) Such proof of Sellers’ authority and authorization to enter into this Agreement and consummate the Parcel 1 Donation, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Sellers to act for and bind Sellers, as may be reasonably required by the Title Company.

(ii) **By Buyer.** On or before the Parcel 1 Closing Date, Buyer shall deliver the following in escrow to the Title Company:

(A) A Real Estate Excise Tax Affidavit and a Real Estate Excise Tax Supplemental Statement (stating that the Parcel 1 Donation is exempt from the real estate excise tax as a gift), executed by Buyer.

(B) The Easement Agreement, executed and acknowledged by Buyer.

(C) The amount due to Sellers, if any, after the adjustments and prorations are calculated in accordance with Sections 1(d) and 1(e) of this Agreement.

(D) A written acknowledgment pursuant to Section 170(f)(8) of the Internal Revenue Code (the “**Code**”) and 26 CFR § 1.170A-13(f) (the “**Parcel 1 Written Acknowledgment**”), in form and content satisfactory to Sellers, which, among other things, (i) describes the non-cash contribution as Parcel 1 and (ii) states that no goods or services were provided by Buyer to Sellers as consideration for the Parcel 1 Donation.

(E) Such proof of Buyer’s authority and authorization to enter into this Agreement and consummate the Parcel 1 Donation, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Buyer

to act for and bind Buyer, as may be reasonably required by the Title Company.

(c) **Title Insurance for the Parcel 1 Donation.** If Buyer purchases an owner's policy of title insurance for the Parcel 1 Transaction, Sellers shall pay, at the Parcel 1 Closing, an amount equal to one-half of the cost of the premium for such policy of title insurance; provided, however, that (i) in no event shall Sellers be obligated to pay more than one-half of the premium for a standard owner's policy of title insurance, and (ii) in no event shall the amount of the title insurance coverage purchased by Buyer for which Sellers are obligated to pay one-half of the premium exceed the amount of the appraised value of Parcel 1, as such value is reflected in Sellers' appraisal. The amount payable by Sellers pursuant to this Section 1(d) shall hereinafter be referred to as "**Sellers' Contribution to Buyer's Parcel 1 Title Policy.**"

(d) **Adjustments for the Parcel 1 Donation.** At the Parcel 1 Closing, Sellers shall pay for one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 1 Donation; one-half of the real estate excise tax (to the extent the Parcel 1 Donation is not exempt from the real estate excise tax) and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 1 to Buyer; Sellers' share of prorations pursuant to Section 1(e) of this Agreement; one-half of the cost of recording the Easement Agreement; and Sellers' Contribution to Buyer's Parcel 1 Title Policy. At the Parcel 1 Closing, Buyer shall pay all costs and expenses relating to the recordation of the Parcel 1 Deed; one-half of all escrow fees and costs; one-half of the real estate excise tax (to the extent the Parcel 1 Donation is not exempt from the real estate excise tax) and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 1 to Buyer; Buyer's share of prorations pursuant to Section 1(e) of this Agreement; and one-half of the cost of recording the Easement Agreement. Buyer and Sellers shall pay their own respective legal and professional fees.

(e) **Prorations for the Parcel 1 Donation.** Buyer represents and warrants that it is exempt from all real property taxes. Real property taxes and other assessments with respect to Parcel 1 for the tax or assessment year in which the Closing occurs shall be prorated as of the Parcel 1 Closing Date. For the purpose of calculating prorations, Buyer will be deemed to be in title to Parcel 1 and entitled to the income and responsibility for the expenses therefor, beginning at 12:01 a.m. on the Parcel 1 Closing Date. Such prorations shall be paid at the Parcel 1 Closing by Buyer to Sellers (if the prorations result in a net credit to Sellers) or by Sellers to Buyer (if the prorations result in a net credit to Buyer).

(f) **Sellers' Contingencies for the Parcel 1 Closing.** In addition to the other conditions set forth in this Agreement, Sellers' obligations to deliver the Parcel 1 Deed and to proceed with the Parcel 1 Closing are subject to each of the following conditions:

(i) Buyer having complied in all material respects with all of Buyer's covenants and obligations to be performed under this Agreement, and the representations and warranties of Buyer set forth in this Agreement shall, in all

material respects, as of the Effective Date and the Parcel 1 Closing Date, be true and complete.

(ii) Buyer's delivery to the Title Company, on or before the Parcel 1 Closing Date, of any amounts due to Sellers or the Title Company pursuant to Sections 1(d) and 1(e) this Agreement or any other provision of this Agreement.

(iii) Sellers' receipt from Buyer of the Parcel 1 Written Acknowledgment in form and content satisfactory to Sellers.

(iv) Buyer's execution and delivery to the Title Company of the Easement Agreement, in form and content satisfactory to Sellers in Sellers' sole discretion, for recordation in the Records of Clark County, Washington, on the Parcel 1 Closing Date.

(v) Buyer's delivery to the Title Company, on or before the Parcel 1 Closing Date, of each of the items described in Section 1(b)(ii) of this Agreement.

(g) **Buyer's Contingencies for the Parcel 1 Closing.** In addition to the other conditions set forth in this Agreement, Buyer's obligations to accept the Parcel 1 Donation and proceed with the Parcel 1 Closing are subject to the satisfaction of each of the following conditions:

(i) Sellers having complied in all material respects with all of Sellers' covenants and obligations to be performed under this Agreement.

(ii) Sellers' execution and delivery to Buyer or the Title Company of the Easement Agreement, in form and content satisfactory to Buyer in Buyer's sole discretion, for recordation in the Records of Clark County, Washington, on the Parcel 1 Closing Date.

(iii) Sellers' delivery to the Title Company, on or before the Parcel 1 Closing Date, of each of the items described in Section 1(b)(i) of this Agreement.

(h) **Remedies for Breach of the Parcel 1 Donation.**

(i) **Buyer's Remedies.** If the conditions set forth in Section 1(f) of this Agreement are satisfied or are waived by Sellers, and Sellers fail to convey Parcel 1 to Buyer as the result of Sellers' failure to perform as required under this Agreement, through no fault of Buyer, Buyer's sole remedy shall be to terminate this Agreement, in which event the Earnest Money shall be promptly refunded to Buyer, and Sellers shall have no obligation to convey Parcel 2 to Buyer. In no event shall Sellers be liable to Buyer for any damages, including, without limitation, punitive, special, consequential, indirect, and/or lost profits damages.

(ii) **Sellers' Remedies.** If the conditions set forth in Section 1(g) of this Agreement are satisfied or are waived by Buyer, and the Parcel 1 Closing fails to occur as the result of Buyer's failure to perform as required under this

Agreement, through no fault of Sellers, Sellers' sole remedy hereunder shall be to terminate this Agreement, in which event the Earnest Money (as such term is defined in Section 2(b) of this Agreement) shall be promptly refunded to Buyer, and Sellers shall have no obligation to convey Parcel 1 or Parcel 2 to Buyer.

(i) **Buyer's Cooperation with Sellers for the Parcel 1 Donation.** Buyer agrees, at no cost or expense to Buyer, to reasonably cooperate with Sellers in connection with effecting the Parcel 1 Donation and with Sellers' efforts to receive a charitable tax deduction from such donation. Such cooperation shall include, without limitation, executing and delivering to the Title Company or to Sellers the Parcel 1 Written Acknowledgment and any other documents reasonably requested by Sellers.

(j) **Easement Agreement.** It is the intention of Sellers and Buyer to negotiate and enter into, at the time of the Parcel 1 Closing, a form of easement agreement (the "**Easement Agreement**") pursuant to which Buyer shall grant Sellers, as owners of Parcel 2, an easement for access and utilities from a designated location on Parcel 2, over and across a designated portion of Parcel 1, to a designated location on N.E. Ingle Road. The Easement Agreement shall be recorded on the Parcel 1 Closing Date and shall not be subject or subordinate to any liens or encumbrances created by or for Buyer. Upon the Parcel 2 Closing (as such term is defined in Section 2(d) of this Agreement), Sellers shall execute such commercially reasonable instruments that may be requested by Buyer to effect a termination of the Easement Agreement.

2. **Purchase and Sale of Parcel 2.** Sellers shall sell to Buyer and Buyer shall purchase from Sellers Parcel 2 pursuant to the terms and conditions of this Agreement (the "**Parcel 2 Transaction**").

(a) **Parcel 2 Purchase Price.** The purchase price for Parcel 2 (the "**Parcel 2 Purchase Price**") shall be the sum of \$3,800,000. Sellers and Buyer agree that an appraisal commissioned by Sellers ("**Sellers' Appraisal**") indicates that Parcel 2 has an appraised market value of \$4,600,000; and Sellers intend that the difference between such appraised value and the Parcel 2 Purchase Price will be deemed to be a charitable contribution to Buyer pursuant to Section 501(c)(3) of the Code.

(b) **Payment of the Parcel 2 Purchase Price.** Within five (5) days after the Execution Date (defined in Section 3(x) of this Agreement), Buyer shall deposit into escrow with the Title Company, as earnest money, the sum of One Hundred Thousand Dollars (\$100,000) (the "**Earnest Money**"). The Earnest Money shall be nonrefundable to Buyer except as otherwise set forth in this Agreement. At the Parcel 2 Closing (as such term is defined in Section 2(d) of this Agreement), the Earnest Money shall be credited toward payment of the Parcel 2 Purchase Price.

(c) **Balance of the Parcel 2 Purchase Price.** On or before the Parcel 2 Closing Date, Buyer shall deposit into escrow with the Title Company, in the form of cash, wire transfer of funds, or a cashier's check, the balance of the Parcel 2 Purchase Price, which shall be an amount equal to the Parcel 2 Purchase Price less the amount of

Earnest Money deposited by Buyer with the Title Company, subject to adjustments and credits as set forth in Sections 2(f) and 2(g) of this Agreement.

(d) **Parcel 2 Closing.** Sellers' conveyance of Parcel 2 to Buyer shall close at or through the office of the Title Company on a date selected by Buyer that is reasonably acceptable to Sellers and is not later than October 31, 2021 (the "**Parcel 2 Closing**"). The Parcel 2 Closing shall occur when the Parcel 2 Deed (as such term is defined in Section 2(e)(i)(A) of this Agreement) is recorded and the Parcel 2 Purchase Price is disbursed to Sellers. The date on which the Parcel 2 Closing occurs shall be referred to in this Agreement as the "**Parcel 2 Closing Date.**"

(e) **Deliveries to the Title Company.**

(i) **By Sellers.** On or before the Parcel 2 Closing Date, Sellers shall deliver the following in escrow to the Title Company:

(A) A Bargain and Sale Deed, executed and acknowledged by Sellers, in the form attached hereto as Exhibit E (the "**Parcel 2 Deed**"), conveying Parcel 2 to Buyer.

(B) A Real Estate Excise Tax Affidavit, executed on behalf of Sellers.

(C) A certification from Sellers, or a certification from each Seller, representing that no Seller is a "foreign person" as defined in Internal Revenue Code Section 1445.

(D) Such proof of Sellers' authority and authorization to enter into this Agreement and consummate the Parcel 2 Transaction, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Sellers to act for and bind Sellers, as may be reasonably required by the Title Company.

(ii) **By Buyer.** On or before the Parcel 2 Closing Date, Buyer shall deliver the following in escrow to the Title Company:

(A) The Parcel 2 Purchase Price, in accordance with Sections 2(b) and 2(c) of this Agreement.

(B) A Real Estate Excise Tax Affidavit, executed by Buyer.

(C) The amount due to Sellers, if any, after the adjustments and proration are calculated in accordance with Sections 2(f) and 2(g) of this Agreement.

(D) A written acknowledgment pursuant to Section 170(f)(8) of the Code and 26 CFR § 1.170A-13(f) (the "**Parcel 2 Written**

Acknowledgment”), in form and content satisfactory to Sellers, which, among other things, (i) describes the non-cash contribution as a portion of Parcel 2 (the “**Parcel 2 Donation**”) and (ii) states that no goods or services were provided by Buyer to Sellers as consideration for the Parcel 2 Donation.

(E) Such proof of Buyer’s authority and authorization to enter into this Agreement and consummate the Parcel 2 Transaction, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer, as may be reasonably required by the Title Company.

(f) **Adjustments for the Parcel 2 Transaction.** At the Parcel 2 Closing, Sellers shall pay for one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 2 Transaction, Sellers’ share of prorations pursuant to Section 2(g) of this Agreement; one-half of the real estate excise tax and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 2 to Buyer; the premium for the issuance by the Title Company to Buyer of a standard owner’s policy of title insurance for Parcel 2 in an amount not to exceed the Parcel 2 Purchase Price, insuring title to Parcel 2 vested in Buyer; one-half of the cost of recording the Sewer Development Agreement Amendment; and one-half of the cost of recording the 2015 Development Agreement Amendment. At the Parcel 2 Closing, Buyer shall pay one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 2 Transaction; one-half of the real estate excise tax and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 2 to Buyer; all costs and expenses relating to the recordation of the Parcel 2 Deed and any security instruments relating to Buyer’s financing; Buyer’s share of prorations pursuant to Section 2(g) of this Agreement; one-half of the cost of recording the Sewer Development Agreement Amendment; and one-half of the cost of recording the 2015 Development Agreement Amendment. Buyer and Sellers shall pay their own respective legal and professional fees.

(g) **Prorations for Parcel 2.** Buyer represents and warrants that it is exempt from all real property taxes. Real property taxes and other assessments with respect to Parcel 2 for the tax or assessment year in which the Parcel 2 Closing occurs shall be prorated as of the Parcel 2 Closing Date. For the purpose of calculating prorations, Buyer will be deemed to be in title to Parcel 2 and entitled to the income and responsibility for the expenses therefor, beginning at 12:01 a.m. on the Parcel 2 Closing Date. Such prorations shall be paid at the Parcel 2 Closing by Buyer to Sellers (if the prorations result in a net credit to Sellers) or by Sellers to Buyer (if the prorations result in a net credit to Buyer). To facilitate the Parcel 2 Closing and pursuant to Buyer’s request, Seller shall not, without Buyer’s prior consent (which shall not be unreasonably withheld, conditioned, or delayed), pay the second one-half of the 2021 real property taxes owing against Parcel 2 until the first to occur of (i) the Parcel 2 Closing Date, (ii) October 31, 2021, or (iii) the termination of this Agreement.

(h) **Sellers' Contingencies for the Parcel 2 Closing.** In addition to the other conditions set forth in this Agreement, Sellers' obligations to deliver the Parcel 2 Deed and to proceed with the Parcel 2 Closing are subject to each of the following conditions:

(i) Buyer having complied in all material respects with all of Buyer's covenants and obligations to be performed under this Agreement.

(ii) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of the Parcel 2 Purchase Price pursuant to Sections 2(b) and 2(c) of this Agreement.

(iii) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of any amounts due to Sellers or the Title Company pursuant to Sections 2(f) and 2(g) this Agreement or any other provision of this Agreement.

(iv) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of each of the items described in Section 2(e)(ii) of this Agreement.

(v) Sellers' receipt from Buyer of the Parcel 2 Written Acknowledgment in form and content satisfactory to Sellers.

(i) **Buyer's Contingencies for the Parcel 2 Closing.** In addition to the other conditions set forth in this Agreement, Buyer's obligation to deliver the Parcel 2 Purchase Price and proceed with the Parcel 2 Closing are subject to the satisfaction of each of the following conditions:

(i) Sellers having complied in all material respects with all of Sellers' covenants and obligations to be performed under this Agreement.

(ii) Sellers' delivery to the Title Company, on or before the Parcel 2 Closing Date, of each of the items described in Section 2(e)(i) of this Agreement.

(j) **Remedies for Breach of the Parcel 2 Transaction.**

(i) **Buyer's Remedies.** If the conditions set forth in Section 2(h) of this Agreement are satisfied or are waived by Sellers, and Sellers fail to convey Parcel 2 to Buyer as the result of Sellers' failure to perform as required under this Agreement, through no fault of Buyer, Buyer's sole remedy shall be to either (A) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer, or (B) seek specific performance of this Agreement. In no event shall Sellers be liable to Buyer for any damages, including, without limitation, punitive, special, consequential, indirect, and/or lost profits damages.

(ii) **Sellers' Remedies.** If the conditions set forth in Sections 2(i)(i) and 2(i)(ii) of this Agreement are satisfied or are waived by Buyer, and the Parcel 2 Closing fails to occur as the result of Buyer's failure to perform as required under this Agreement, through no fault of Sellers, Sellers shall be entitled to (A) terminate this Agreement as to the Parcel 2 Transaction, in which

event the Earnest Money shall be promptly disbursed by the Title Company to Sellers, (B) seek specific performance of this Agreement, and/or (C) pursue any other legal or equitable remedy.

(k) **Sellers' Cooperation with Buyer.** Sellers agree to reasonably cooperate with Buyer, at no cost or expense to Sellers, in connection with effecting the Parcel 2 Transaction and with Buyer's efforts to receive grant funding for Buyer's purchase of Parcel 2. Such cooperation may include, without limitation, executing and delivering to the Buyer such commercially reasonable documents that may be reasonably requested by Buyer. Sellers shall take no action prior to the Parcel 2 Closing that, to the actual knowledge of Sellers, would unreasonably and materially impair the receipt of such grant funding.

(l) **Buyer's Cooperation with Sellers for the Parcel 2 Donation.** Buyer agrees, at no cost or expense to Buyer, to reasonably cooperate with Sellers in connection with effecting the Parcel 2 Donation and with Sellers' efforts to receive a charitable tax deduction from such donation. Such cooperation shall include, without limitation, executing and delivering to the Title Company or to Sellers the Parcel 2 Written Acknowledgment and any other documents reasonably requested by Sellers.

(m) **Termination of this Agreement.** Buyer may terminate this Agreement as to the Parcel 2 Transaction by written notice given to Sellers on or before March 1, 2021, if Buyer's review of Sellers' Appraisal does not support a market value of at least \$3,800,000 for Parcel 2. Buyer agrees that its review of Sellers' Appraisal will assume that Parcel 1 and Parcel 2 have identical ownership. Upon a termination of this Agreement by Buyer pursuant to this Section 2(m), one-half of the Earnest Money (\$50,000) shall be promptly delivered to Sellers (and Buyer shall have no right or claim to such Earnest Money), and one-half of the Earnest Money (\$50,000) shall be promptly refunded to Buyer; and Sellers and Buyer shall have no further obligations hereunder with respect to Parcel 2 except for Buyer's Indemnification Obligation, as such term is defined in Section 3(b) of this Agreement, and any other obligation that expressly survives the termination of this Agreement. If Buyer does not terminate this Agreement pursuant to this Section 2(m), the Title Company shall, promptly after March 1, 2021, release and disburse to Sellers the entire \$100,000 Earnest Money; and such Earnest Money shall be nonrefundable to Buyer except to the extent Buyer is entitled to a refund of the Earnest Money pursuant to Section 2(j)(i) of this Agreement.

3. **Provisions Applicable to the Parcel 1 Donation and the Parcel 2 Transaction.**

(a) **Sellers' Documents.** Within ten (10) days after the Execution Date, Sellers shall deliver to Buyer copies of the documents described on Exhibit F attached hereto ("**Sellers' Documents**"), to the extent such documents are in the possession of Sellers. Sellers' Documents shall be provided for informational purposes only and without warranties of any kind or nature, express or implied. Buyer acknowledges and understands that all such materials provided by Sellers are only for Buyer's convenience in making its own examination and determination as to whether it wishes to purchase the Property, and, in so doing, Buyer shall rely exclusively upon its own independent

investigation and evaluation of every aspect of the Property and not on any materials made available by Sellers.

(b) **Buyer's Inspections.** Subject to the provisions of this Section 3(b), Buyer and its representatives may, prior to the Due Diligence Date, enter upon the Property for the purpose of making any non-invasive inspection, investigation, test, or survey, including without limitation environmental assessments, of the Property as Buyer reasonably deems necessary. Buyer shall indemnify Sellers and Sellers' managers for, hold Sellers and Sellers' managers harmless from, and defend Sellers and Sellers' managers against any loss, damage, or claim arising out of Buyer's entry and/or activities upon the Property, including without limitation any claim of lien against the Property arising from services performed on behalf of Buyer or at Buyer's request. The obligations of Buyer described in the immediately preceding sentence shall be referred to in this Agreement as "**Buyer's Indemnification Obligation**" and shall survive the Parcel 1 Closing, the Parcel 2 Closing, and any termination of this Agreement. The parties agree that (i) all inspections of the Property by Buyer or its representatives shall be conducted after reasonable prior notice to Sellers; (ii) Sellers shall be entitled to require that a representative of Sellers accompany representatives of Buyer on all inspections of the Property; (iii) all inspections by Buyer or its representatives shall be conducted in such manner as shall be required in order not to physically damage the Property in any respect; (iv) Buyer shall be required to obtain Sellers' prior written approval of the scope and methods of any Phase II environmental assessment of the Property or other physically intrusive inspection or examination; (v) if this Agreement is terminated for any reason other than Sellers' breach of or default under this Agreement, Buyer shall, within ten (10) days after the date of Seller's request, deliver to Sellers copies of all tests, investigations, inspections, and assessments of or relating to the Property performed by Buyer or at Buyer's request; and (vi) Buyer shall not reveal the results of Buyer's inspections to any third party other than Buyer's representatives, attorneys, accountants and lenders, except as required by law. Buyer shall promptly repair any damage to the Property caused by or resulting from the inspections, investigations, tests, assessments, and other activities of Buyer and/or Buyer's consultants and other representatives. Prior to conducting any inspections of or testing on the Property, (A) Buyer and its consultants shall deliver to Sellers a certificate or certificates evidencing commercial general liability insurance, with Sellers named as additional insureds, with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or (B) Buyer shall provide reasonably satisfactory evidence to Sellers that the insurance coverages specified in the preceding clause are satisfied by virtue of Buyer's enrollment in the Washington Cities Insurance Authority.

(c) **Due Diligence Date.** If, on or before December 14, 2020 (the "**Due Diligence Date**"), Buyer determines, in Buyer's sole and absolute discretion, that the Property, or any aspect or portion thereof, for any reason or no reason whatsoever, is not satisfactory to Buyer, Buyer may terminate this Agreement by written notice to Sellers given on or before the Due Diligence Date, in which event the Earnest Money shall be promptly returned to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer's Indemnification Obligation. If Buyer fails to provide such written notice of termination on or before the Due Diligence Date, the Earnest

Money shall thereafter be deemed nonrefundable to Buyer unless Buyer terminates this Agreement pursuant to Sections 1(h)(i), 2(j)(i), or 2(m) of this Agreement.

(d) **Sellers' Representations and Warranties.**

(i) **Representations and Warranties.** Sellers represent and warrant to Buyer as of the Effective Date and, unless Sellers notify Buyer otherwise in writing, as of the Parcel 1 Closing Date and the Parcel 2 Closing Date, as follows:

(A) Sellers have the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein. The person or persons executing this Agreement and the instruments referred to herein on behalf of Sellers have the legal power, right, and actual authority to bind Sellers to the terms and conditions of this Agreement.

(B) The execution, delivery and performance by Sellers of Sellers' obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Sellers are bound, or under any provision of any contract to which such Sellers are a party, or under such Sellers' organizational documents, as the case may be.

(C) To the actual knowledge of Sellers, there is no litigation, claim, or arbitration pending or threatened with regard to the Property or its operation.

(D) There are no leases, subleases, or other tenancies relating to the Property.

(E) To the actual knowledge of Sellers, the Property is not presently in violation of any law, including Environmental Laws (as such term is defined in Section 3(f)(iv) of this Agreement).

(F) Sellers have not entered into any other contracts for the sale of the Property that remain in existence as of the Effective Date, and there are no existing options for the purchase of the Property that Sellers have granted to any third party.

(G) All persons and entities supplying labor, materials, and/or equipment to the Property at the request of Seller have been paid and, to the actual knowledge of Sellers, no person or entity is entitled to file or record a construction lien or mechanic's lien with respect to the Property.

(ii) **Survival; Damages; Actual Knowledge.** The foregoing representations and warranties of Sellers are true and accurate and shall survive the Parcel 2 Closing for a period of one year, it being the intention of Sellers and Buyer that any legal action relating to relating to a breach of Sellers'

representations and warranties relating to Parcel 1 must be brought within one year after the Parcel 1 Closing, and any legal action relating to a breach of Sellers' representations and warranties relating to Parcel 2 must be brought within one year after the Parcel 2 Closing, or Buyer shall be forever barred from bringing such legal action. Notwithstanding the foregoing, Buyer's recoverable damages for claims arising from the breach of Sellers' representations or warranties shall not include any consequential damages, lost profits, or punitive damages; and Sellers shall have no liability whatsoever to Buyer with respect to a breach of any of the representations or warranties herein contained if Buyer, prior to the Parcel 1 Closing or Parcel 2 Closing, obtains actual knowledge of a fact or circumstance, the existence of which would constitute a breach of such Sellers' representation or warranty hereunder relating to the parcel that is the subject of such closing. The term "**actual knowledge of Sellers**" shall mean the current, actual knowledge of John O'Neil, a manager of the tenancy in common that is comprised of Sellers, with no duty of inquiry or investigation.

(e) **Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Sellers as of the Effective Date and, unless Buyer notifies Sellers otherwise in writing, as of the Parcel 1 Closing and the Parcel 2 Closing:

(i) Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein. The person or persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

(ii) The execution, delivery and performance by Buyer of its obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Buyer is bound, or under any provision of any contract to which Buyer is a party or by which Buyer is bound, or under Buyer's organizational documents.

The foregoing representations and warranties of Buyer shall survive the Parcel 1 Closing and the Parcel 2 Closing.

(f) **As Is; Release.**

(i) **Buyer acknowledges and agrees that, prior to the Parcel 1 Closing and the Parcel 2 Closing, Buyer will have made Buyer's independent investigation and examination of the Property and conditions associated therewith in order to become familiar with the condition thereof. Except as expressly set forth in this Agreement, it is understood and agreed that Sellers are not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect**

to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, income derived from the Property, physical condition, the structural integrity of any improvements, the conformity of the improvements to any plans or specifications for the Property (including, but not limited to any plans and specifications that may have been or which may be provided to Buyer), zoning or building code requirements, governmental approvals, the compliance of the Property with governmental laws (including, without limitation, Environmental Laws or accessibility for handicapped persons), soil conditions, latent or patent physical or environmental conditions, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located wholly or partially in any flood plain or flood hazard boundary or similar area, the existence or non-existence of underground storage tanks, any other matter affecting the stability or integrity of the land or the improvements, the availability of public utilities and services for the Property, the fitness or suitability of the Property for any intended use, the potential for further development of the Property, or the existence of vested land use, zoning or building entitlements affecting the Property, or any other matter or thing whatsoever regarding the Property.

(ii) Buyer expressly acknowledges and agrees that, upon the Parcel 1 Closing and the Parcel 2 Closing, Sellers shall sell and convey to Buyer and Buyer shall accept each such parcel, “as is, where is, with all faults.” Buyer has not relied and will not rely on, and Sellers are not liable for or bound by, any expressed or implied warranties, guaranties or representations pertaining to the Property made or furnished by Sellers, any employee, agent, or manager of Sellers, or any real estate broker or agent representing or purporting to represent Sellers, to whomever made or given, directly or indirectly, orally or in writing, unless such warranty, guaranty or representation is specifically set forth in this Agreement. Buyer represents to and covenants with Sellers that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary or desirable to satisfy Buyer as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or about or discharged from the Property, and, except for any representation, warranty or covenant expressly set forth in this Agreement, will rely solely upon the same and not upon any information provided by or on behalf of Sellers or Sellers’ agents, employees, or managers with respect thereto.

(iii) Buyer acknowledges and agrees that Buyer will not hold Sellers or any Seller liable for the condition of the Property, whether known or unknown, currently existing or in the future, whether based on a claim in tort, contract, statute (including any Environmental Laws), or otherwise, except for breach of any express representation or warranty given by Sellers

in this Agreement. Except for any claim arising from the breach of any representation or warranty expressly set forth in this Agreement, Buyer hereby releases, waives, and renounces any claim against Sellers (and each Seller), Sellers' managers, and each Seller's members, managers, employees, agents, attorneys, affiliates, beneficiaries, and assigns relating to the condition of the Property, including, without limitation, any claim arising under any Environmental Laws.

(iv) “**Environmental Laws**” means any present and future local, state and federal laws, regulations, rules, or ordinances relating to the environment and environmental conditions, including without limitation the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, and all federal, state, or local regulations, orders and decrees now or hereafter promulgated thereunder.

(g) **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed given on the date of their receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed given two (2) business days after the date of their deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed given one business day after the date of their deposit with such courier, or (d) sent by email, which notices and communications shall be deemed given on the date indicated on the email. Notices shall be sent to the following addresses:

To Sellers: c/o John O’Neil
Metropolitan Land Group
17933 N.W. Evergreen Parkway, Suite 300
Beaverton, Oregon 97006
Email: john@metlandgroup.com

With a copy sent on Schwabe, Williamson & Wyatt, P.C.
the same day to: Attention: James F. Dulcich
1211 S.W. Fifth Avenue, Suite 1900
Portland, Oregon 97204
Email: jdulcich@schwabe.com

To Buyer: City of Camas
Attn: Jamal Fox, City Administrator
616 NE Fourth Avenue
Camas, Washington 98607
Email: jfox@cityofcamas.us

With a copy sent on the same day to: Shawn R. MacPherson, City Attorney
430 N.E. Everett
Camas, Washington 98607
Email: macphersonlaw@comcast.net

Notice of change of address shall be given by written notice in the manner detailed in this Section 3(g). Notices may be given by a party or a party’s attorney or agent.

(h) **Brokers.** Buyer represents and warrants to Sellers that no broker or finder has been engaged by Buyer in connection with the transaction contemplated by this Agreement. Sellers represent and warrant to Buyer that no broker or finder has been engaged by Sellers in connection with the transaction contemplated by this Agreement. Buyer shall indemnify Sellers for, hold Sellers harmless from, and defend Sellers against any claims for commissions or fees asserted by any broker or finder claiming by, through, or under Buyer. Sellers shall indemnify Buyer for, hold Buyer harmless from, and defend Buyer against any claims for commissions or fees asserted by any broker or finder claiming by, through, or under Sellers. The provisions of this Section 3(i) shall survive the Parcel 1 Closing and the Parcel 2 Closing.

(i) **Assignment.** Buyer may not assign Buyer’s rights and interest under this Agreement without the prior written consent of Sellers, which consent may be withheld in Sellers’ sole and absolute discretion.

(j) **Development Agreements.** Buyer is a party to the following two agreements with Green Mountain Land LLC (“GML”), Sellers’ predecessor as fee owner to Parcel 1 and Parcel 2, that are recorded against Parcel 1 and Parcel 2: (a) that certain Development Agreement between GML and the City of Camas that was recorded on February 5, 2016, as Recording No. 5254840, in the Records of Clark County, Washington (the “Sewer Development Agreement”), and (b) that certain Development Agreement between GML and the City of Camas that was recorded on January 6, 2015, as Recording No. 5134733, in the Records of Clark County, Washington (the “2015 Development Agreement”). Prior to the Parcel 2 Closing, Sellers and Buyer shall use commercially reasonable and good faith efforts to negotiate and reach agreement on the form and content of an amendment to the Sewer Development Agreement (the “Sewer Development Agreement Amendment”) and an amendment to the 2015 Development Agreement (the “2015 Development Agreement Amendment”) that release the City, GML and Sellers from any obligations under the Sewer Development Agreement and the 2015 Development Agreement insofar any such duties and obligations pertain to Parcel 1 and Parcel 2; and such agreed-upon amendments, if any, shall be executed and acknowledged by Sellers and Buyer and recorded in the Records of Clark County, Washington, on the Parcel 2 Closing Date. Buyer and Sellers acknowledge that any such

amendments shall comply with all lawful procedures, including public hearings, and both parties agree to cooperate with such process to effect the terms herein. Sellers and Buyer stipulate and agree that the Development Agreement relating to parks that was recorded on October 24, 2017, as Recording No. 5454921 in the Records of Clark County, Washington (the “**Park Development Agreement**”) does not impair the title of Parcel 1 or Parcel 2 and that the duties and obligations set forth in the Park Development Agreement shall continue in full force and effect as to the named parties and assigns thereof following the Parcel 1 Closing and the Parcel 2 Closing.

(k) **Approval of Title.** Sellers have furnished to Buyer a commitment for issuing title insurance relating to the Property with a date of October 15, 2020 (the “**Title Report**”), together with copies of documents affecting title that are referenced in the Title Report. Within five (5) days after the Execution Date of this Agreement, Buyer shall notify Sellers in writing of all title exceptions in the Title Report to which Buyer objects (the “**Objectionable Exceptions**”). Within four (4) days after receiving Buyer’s notice of Objectionable Exceptions, Sellers will notify Buyer whether Sellers will remove, prior to the Parcel 1 Closing (if the Objectionable Exceptions pertain to Parcel 1) or the Parcel 2 Closing (if the Objectionable Exceptions pertain to Parcel 2), the Objectionable Exceptions. (If Sellers fail to provide such notice to Buyer within such four (4)-day period, Sellers shall be deemed to have elected not to remove the Objectionable Exceptions.) If Sellers are unable or unwilling to remove any Objectionable Exceptions, Buyer shall, within three (3) days after receiving Sellers’ response (or within three (3) days after the expiration of the four (4)-day period for Sellers’ response if Sellers fail to provide notice to Buyer within such four (4)-day period), by notice to Sellers, elect whether to purchase the particular parcel to which the Objectionable Exceptions pertain, subject to the Objectionable Exceptions that will not be removed by Sellers, or terminate this Agreement. If Buyer elects to terminate this Agreement, the Earnest Money shall be refunded to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer’s Indemnification Obligation. Notwithstanding any other provision of this Section 3(k), Sellers shall remove or cause to be removed, at or prior to the Parcel 1 Closing, any mortgages, trust deeds, and other security instruments recorded against Parcel 1 that secure financing provided to Sellers; and Sellers shall remove or cause to be removed, at or prior to the Parcel 2 Closing, any mortgages, trust deeds, and other security instruments recorded against Parcel 2 that secure financing provided to Sellers.

(l) **City Council Ratification of this Agreement.** The effectiveness of this Agreement is conditioned upon the ratification of this Agreement by the City of Camas City Council (the “**Council**”) at a regularly scheduled meeting of the Council. Buyer intends to submit this Agreement to the Council for the Council’s ratification at the Council’s December 7, 2020, meeting. If the Council has not approved and ratified this Agreement on or before December 21, 2020, this Agreement shall terminate, the Earnest Money shall be refunded to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer’s Indemnification Obligation. Buyer has informed Sellers that the Council will, prior to the Parcel 2 Closing Date and in accordance with Buyer’s standard procedures, ratify or approve the closing documents (including the Sewer Development Agreement Amendment and the 2015 Development

Agreement Amendment) that will be executed by the City in connection with the Parcel 2 Closing; and such documents shall be ratified or approved by the Council if they are consistent with the terms and provisions of this Agreement.

(m) **Partial Invalidity.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(n) **Waivers.** No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(o) **Exhibits.** The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

(p) **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the successors and permitted assigns of the parties to this Agreement.

(q) **Representation.** The initial draft of this Agreement was prepared by Schwabe, Williamson & Wyatt, P.C., which represents Sellers. Buyer acknowledges that Buyer had an opportunity to consult with separate legal counsel prior to executing this Agreement. Sellers and Buyer waive any claim that any term or condition of this Agreement should be construed against the drafter. This Agreement will be construed as if it had been prepared by both of the parties hereto.

(r) **Attorney Fees.** In the event that either Sellers or Buyer institute against the other a suit, action, arbitration, or other legal proceeding of any nature whatsoever, relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

(s) **Entire Agreement.** This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior letters of intent and memorandums of understanding with respect to the subject matter of the Agreement. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by Sellers (or its managers) and Buyer. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

(t) **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

(u) **Time of Essence.** Sellers and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision of this Agreement.

(v) **Construction.** Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. Unless otherwise indicated, all references to sections are to this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. As used in this Agreement, “**business day**” means a day other than a Saturday, Sunday or legal holiday.

(w) **Governing Law.** The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

(x) **Execution Date.** The “**Execution Date**” of this Agreement is the later of the dates shown beneath the parties’ signatures on the signature of this Agreement.

(y) **Section 1031 Exchange.** If either party (the “**Exchanging Party**”) intends to have the Property used as the relinquished or replacement property for an exchange under Section 1031 of the Code, the other party (the “**Other Party**”) will cooperate in such exchange as long as (a) such cooperation is at the sole expense of the Exchanging Party, (b) the Other Party assumes no additional risk or liability or loses no remedies or rights due to the exchange transaction, (c) the Closing is not delayed as a result of the exchange, and (d) the Other Party is not obligated to take title to any additional property.

(z) **Required Actions of Buyer and Sellers.** Buyer and Sellers agree to (i) execute all such reasonable instruments and documents and to take all reasonable

actions pursuant to the provisions of this Agreement in order to consummate the Parcel 1 Donation and the Parcel 2 Transaction as contemplated herein, and (ii) use their respective commercially reasonable efforts to accomplish the Parcel 1 Closing and the Parcel 2 Closing in accordance with the provisions of this Agreement.

(aa) **Seller Disclosure Statement.** Pursuant to RCW 64.06.010, Buyer hereby waives its right to receive a seller's disclosure statement pursuant to RCW 64.06.013.

[Signature Page Follows]

SELLERS:

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PATRICK INVESTMENTS, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; EDWARD MALETIS REAL ESTATE HOLDINGS LLC, a Washington limited liability company, as to an undivided 13.9286% interest; GREEN MOUNTAIN RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB GREEN PARTNERS, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

By: _____
John O'Neil, Manager of Sellers

Date: _____, 2020

By: Terrell Group Management, LLC, an Oregon limited liability company, Manager of Sellers

By: _____
Patrick Terrell, Member

Date: _____, 2020

Exhibits:

- Exhibit A: Legal Description of Parcel 1
- Exhibit B: Map
- Exhibit C: Legal Description of Parcel 2
- Exhibit D: Parcel 1 Deed
- Exhibit E: Parcel 2 Deed
- Exhibit F: Sellers' Documents

BUYER:

CITY OF CAMAS, WASHINGTON, a Washington municipal corporation

By: _____

Name: _____

Title: _____

Date: _____, 2020

**EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT**

A parcel of land located in a portion of the Thomas J. Fletcher Donation Land Claim No. 51, and the Daniel Ollis Donation Land Claim No. 52, and lying within the Northeast quarter of Section 20, and the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE along the North line of said Exhibit "D" parcel the following courses:

THENCE North 89° 08' 23" West, parallel with the South line of said Southeast quarter, a distance of 633.51 feet;

THENCE South 01° 45' 46" West, parallel with the East line of said Southeast quarter, a distance of 180.54 feet;

THENCE South 61° 08' 05" West, a distance of 99.20 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County and the TRUE POINT OF BEGINNING;

THENCE leaving said North line, North 44° 04' 38" West, a distance of 1729.40 feet;

THENCE North 87° 02' 18" West, a distance of 55.03 feet to a point on a 25.00 foot radius curve to the left;

THENCE along said 25.00 foot radius curve to the left (the long chord of which bears South 55° 08' 15" West, a distance of 30.66 feet), an arc distance of 33.01 feet;

THENCE South 17° 18' 48" West, a distance of 13.65 feet to a point on a 44.00 foot radius curve to the left;

THENCE along said 44.00 foot radius curve to the left (the long chord of which bears South 03° 00' 29" West, a distance of 21.74 feet), an arc distance of 21.97 feet;

THENCE South 78° 42' 10" West, a distance of 130.21 feet;

THENCE South 50° 22' 11" West, a distance of 40.78 feet;

THENCE South 37° 37' 52" West, a distance of 102.48 feet;

THENCE South 04° 25' 46" East, a distance of 392.13 feet to a 3/4 inch iron pipe at the Northeast corner of that parcel of land conveyed to Keith Bakker by deed recorded under Auditor's File No. G-646584, records of said County;

THENCE South 33° 49' 02" East, along the East line of said "Bakker" parcel, a distance of 667.95 feet to a

3/4 inch iron pipe, and the Southeast corner thereof;

THENCE South 49° 37' 59" West, along the South line of said "Bakker" parcel, a distance of 353.18 feet, more or less, to the centerline of NE. Ingle Road;

THENCE South 40° 25' 24" East, along said centerline, a distance of 178.15 feet to a point which bears South 06° 18' 14" West from a 1/2 inch iron pipe on an Easterly line of that parcel of land conveyed to James M. Bartmess by instrument recorded under Auditor's File No. 8911140220, records of said County;

THENCE North 06° 18' 14" East, along said Easterly line, a distance of 71.63 feet to said 1/2 inch iron pipe;

THENCE North 86° 45' 59" East, along a Southerly line of said "Bartmess" parcel, a distance of 9.94 feet to the Northwest corner of that parcel land conveyed to Ronald D. Warman and Rhonda Warman, husband and wife, by deed recorded under Auditor's File No. 9004270087, records of said County;

THENCE North 86° 58' 36" East, along the North line of said "Warman" parcel, a distance of 790.14 feet to the Northeast corner thereof, said point also being on the West line of "PARCEL 2" as described in that deed to AE Green Mountain, LLC, recorded under Auditor's File No. 5485415, records of said County;

THENCE North, 02° 04' 33" East, along the West line of said AE Green Mountain, LLC parcel, a distance of 118.49 feet to the Northwest corner thereof;

THENCE South 89° 08' 23" East, along the North line of said AE Green Mountain, LLC parcel, and the North line of said CLB Washington Solutions I, LLC parcel described in Exhibit "F", a distance of 406.50 feet to a point which bears South 61° 08' 05" West, from the TRUE POINT OF BEGINNING;

THENCE North 61° 08' 05" East, a distance of 50.20 to the TRUE POINT OF BEGINNING.

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the South half of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE continuing North 01° 45' 46" East, along said East line, a distance of 1668.35 to the Southeast corner of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County,

THENCE North 89° 22' 57" West, along the South line of said Lot 12, a distance of 1455.75 feet to a point which bears South 89° 22' 57" East, a distance of 730.30 feet, from the Southwest corner of said Lot 12;

THENCE leaving said South line, South 00° 37' 03" West, a distance of 143.76 feet;

THENCE South 36° 42' 34" West, a distance of 125.00 feet;

THENCE South 53° 17' 26" East, a distance of 70.00 feet;

THENCE South 36° 42' 34" West, a distance of 140.00 feet;

THENCE South 18° 34' 50" East, a distance of 39.26 feet;

THENCE South 50° 06' 38" East, a distance of 120.00 feet;

THENCE South 39° 53' 22" West, a distance of 142.06 feet to a point on a non-tangent 120.00 foot radius curve to the left;

THENCE along said 120.00 foot radius curve to the left (the long chord of which bears North 49° 16' 41" West, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 50° 06' 38" West, a distance of 23.25 feet;

THENCE South 39° 53' 22" West, a distance of 89.99 feet to the TRUE POINT OF BEGINNING;

THENCE North 50° 06' 00" West, a distance of 145.05 feet;

THENCE North 34° 57' 46" West, a distance of 121.13 feet;

THENCE North 66° 10' 19" East, a distance of 14.62 feet;

THENCE North 55° 02' 14" East, a distance of 75.65 feet;

THENCE North 55° 56' 38" East, a distance of 52.01 feet;

THENCE North 44° 42' 13" East, a distance of 59.80 feet;

THENCE North 36° 42' 34" East, a distance of 16.13 feet;

THENCE North 53° 17' 26" West, a distance of 90.00 feet;

THENCE North 36° 42' 34" East, a distance of 13.20 feet;

THENCE North 53° 17' 26" West, a distance of 142.08 feet;

THENCE South 36° 28' 56" West, a distance of 26.87 feet;

THENCE South 55° 49' 34" West, a distance of 93.89 feet;

THENCE South 81° 42' 47" West, a distance of 59.99 feet;

THENCE North 67° 16' 28" West, a distance of 60.00 feet;

THENCE North 58° 13' 08" West, a distance of 63.70 feet;

THENCE North 44° 16' 44" West, a distance of 46.41 feet;

THENCE North 45° 43' 16" East, a distance of 82.68 feet to a point which bears South 44° 16' 44" East, from the Southwest corner of said Lot 12;

THENCE North 44° 16' 44" West, a distance of 196.68 feet to the Southwest corner of said Lot 12;

THENCE North 01° 45' 46" East, along the West line of said Lot 12, a distance of 256.70 feet to the Southeast corner of Lot 11 of said Plat of Mountain Glen;

THENCE North 89° 22' 57" West, along the South line of said Plat of Mountain Glen, a distance of 930.24 feet to the Northeast corner of that parcel of land conveyed to Lon and Rachelle Combs, by deed recorded under Auditor's File No. 4150099 D. records of said County;

THENCE South $44^{\circ} 04' 35''$ East, along the Northeasterly line of said "Combs" parcel, a distance of 1131.67 feet to the most Easterly Southeast corner of said "Combs" parcel;

THENCE South $45^{\circ} 55' 25''$ West, along the Southeasterly line of said "Combs" parcel, a distance of 254.00 feet to the Southwest corner thereof;

THENCE along the Southwesterly lines of said "Combs" parcel, the following courses:

THENCE North $44^{\circ} 04' 35''$ West, a distance of 257.24 feet to an angle point;

THENCE South $45^{\circ} 55' 25''$ West, a distance of 60.00 feet to an angle point;

THENCE North $44^{\circ} 04' 35''$ West, a distance of 607.89 feet to an angle point;

THENCE South $45^{\circ} 55' 25''$ West, a distance of 132.24 feet, more or less, to the centerline of NE. Ingle Road, said point being on a non-tangent 675.00 foot radius curve to the right;

THENCE leaving said "Combs" parcel, along said 675.00 foot radius curve to the right (the long chord of which bears South $26^{\circ} 56' 02''$ East, a distance of 55.22 feet), an arc distance of 55.23 feet;

THENCE along the centerline of said NE. Ingle Road, the following courses:

THENCE South $24^{\circ} 35' 23''$ East, a distance of 57.61 feet to a point on a 1200.00 foot radius curve to the left;

THENCE along said 1200.00 foot radius curve to the left (the long chord of which bears South $28^{\circ} 02' 22''$ East, a distance of 144.41 feet), an arc distance of 144.50 feet;

THENCE South $31^{\circ} 29' 20''$ East, a distance of 190.47 feet;

THENCE South $30^{\circ} 43' 55''$ East, a distance of 678.85 feet;

THENCE South $29^{\circ} 58' 13''$ East, a distance of 238.24 feet to a point which bears South $59^{\circ} 56' 15''$ West from a 1/2 inch iron pipe marking the Northwest corner of that parcel of land conveyed to Keith Bakker by deed recorded under Auditor's File No. G-646584, records of said County;

THENCE leaving said centerline, North $59^{\circ} 56' 15''$ East, a distance of 21.66 feet to said iron pipe;

THENCE continuing North $59^{\circ} 56' 15''$ East, along the North line of said "Bakker" parcel, a distance of 329.81 feet to a 3/4 inch iron pipe and the Northeast corner thereof;

THENCE leaving said "Bakker" parcel, North $04^{\circ} 25' 46''$ West, a distance of 392.13 feet;

THENCE North $37^{\circ} 37' 52''$ East, a distance of 102.48 feet;

THENCE North $50^{\circ} 22' 11''$ East, a distance of 40.78 feet;

THENCE North $78^{\circ} 42' 10''$ East, a distance of 130.21 feet to a point on a non-tangent 44.00 foot radius curve to the right;

THENCE along said 44.00 foot radius curve to the left (the long chord of which bears North $03^{\circ} 00' 29''$ East, a distance of 21.74 feet), an arc distance of 21.97 feet;

THENCE North $17^{\circ} 18' 48''$ East, a distance of 13.65 feet to a point on a 25.00 foot radius curve to the right;

THENCE along said 25.00 foot radius curve to the right (the long chord of which bears North $55^{\circ} 08' 15''$ East, a distance of 30.66 feet), an arc distance of 33.01 feet;

THENCE South $87^{\circ} 02' 18''$ East, a distance of 55.03 feet to a point which bears North $44^{\circ} 04' 38''$ West

from the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE South 44° 04' 38" East, a distance of 428.29 feet;

THENCE North 45° 55' 22" East, a distance of 77.48 feet;

THENCE North 22° 23' 48" East, a distance of 156.33 feet;

THENCE North 15° 42' 20" West, a distance of 40.03 feet;

THENCE North 32° 16' 02" West, a distance of 46.58 feet to a point which bears South 50° 06' 00" East, from the TRUE POINT OF BEGINNING;

THENCE North 50° 06' 00" West, a distance of 27.96 feet to the TRUE POINT OF BEGINNING.

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE continuing North 01° 45' 46" East, along said East line, a distance of 1668.35 to the Southeast corner of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County,

THENCE North 89° 22' 57" West, along the South line of said Lot 12, a distance of 1455.75 feet to a point which bears South 89° 22' 57" East, a distance of 730.30 feet, from the Southwest corner of said Lot 12, said point being the TRUE POINT OF BEGINNING;

THENCE leaving said South line, South 00° 37' 03" West, a distance of 143.76 feet;

THENCE South 36° 42' 34" West, a distance of 125.00 feet;

THENCE South 53° 17' 26" East, a distance of 70.00 feet;

THENCE South 36° 42' 34" West, a distance of 140.00 feet;

THENCE South 18° 34' 50" East, a distance of 39.26 feet;

THENCE South 50° 06' 38" East, a distance of 120.00 feet;

THENCE South 39° 53' 22" West, a distance of 142.06 feet to a point on a non-tangent 120.00 foot radius curve to the left;

THENCE along said 120.00 foot radius curve to the left (the long chord of which bears North 49° 16' 41" West, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 50° 06' 38" West, a distance of 23.25 feet;

THENCE South 39° 53' 22" West, a distance of 89.99 feet;

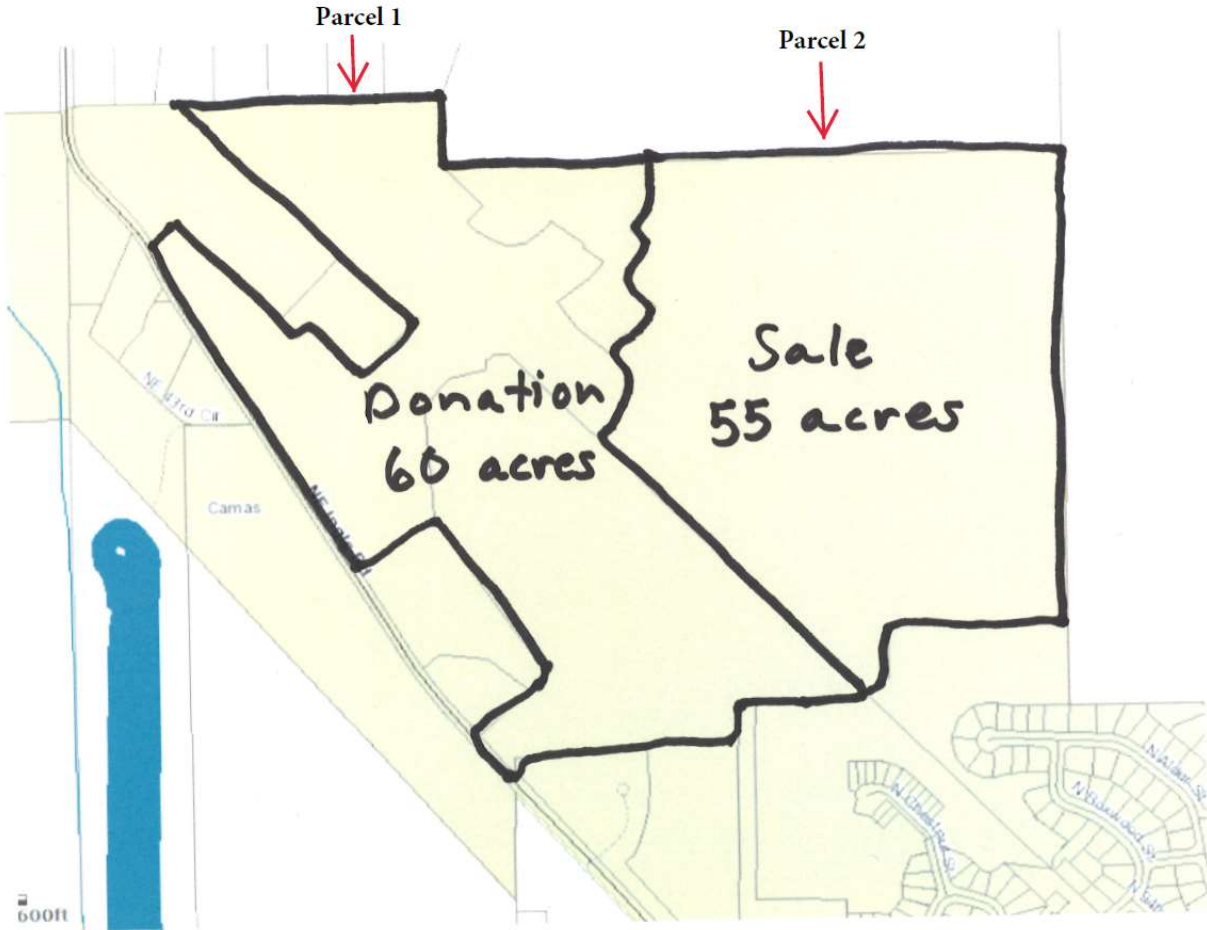
THENCE North 50° 06' 00" West, a distance of 145.05 feet;
 THENCE North 34° 57' 46" West, a distance of 121.13 feet;
 THENCE North 66° 10' 19" East, a distance of 14.62 feet;
 THENCE North 55° 02' 14" East, a distance of 75.65 feet;
 THENCE North 55° 56' 38" East, a distance of 52.01 feet;
 THENCE North 44° 42' 13" East, a distance of 59.80 feet;
 THENCE North 36° 42' 34" East, a distance of 16.13 feet;
 THENCE North 53° 17' 26" West, a distance of 90.00 feet;
 THENCE North 36° 42' 34" East, a distance of 13.20 feet;
 THENCE North 53° 17' 26" West, a distance of 142.08 feet;
 THENCE South 36° 28' 56" West, a distance of 26.87 feet;
 THENCE South 55° 49' 34" West, a distance of 93.89 feet;
 THENCE South 81° 42' 47" West, a distance of 59.99 feet;
 THENCE North 67° 16' 28" West, a distance of 60.00 feet;
 THENCE North 58° 13' 08" West, a distance of 63.70 feet;
 THENCE North 44° 16' 44" West, a distance of 46.41 feet;

THENCE North 45° 43' 16" East, a distance of 82.68 feet to a
 point which bears South 44° 16' 44" East, from the Southwest corner of
 said Lot 12;

THENCE North 44° 16' 44" West, a distance of 196.68 feet to the
 Southwest corner of said Lot 12;

THENCE South 89° 22' 57" East, along the South line of said Lot
 12, a distance of 730.30 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT**



**EXHIBIT C
TO
PURCHASE AND SALE AGREEMENT**

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County, and the TRUE POINT OF BEGINNING;

THENCE along the North line of said Exhibit "D" parcel the following courses:

THENCE North 89° 08' 23" West, parallel with the South line of said Southeast quarter, a distance of 633.51 feet;

THENCE South 01° 45' 46" West, parallel with the East line of said Southeast quarter, a distance of 180.54 feet;

THENCE South 61° 08' 05" West, a distance of 99.20 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE leaving said North line, North 44° 04' 38" West, a distance of 1301.11 feet;

THENCE North 45° 55' 22" East, a distance of 77.48 feet;

THENCE North 22° 23' 48" East, a distance of 156.33 feet;

THENCE North 15° 42' 20" West, a distance of 40.03 feet;

THENCE North 32° 16' 02" West, a distance of 46.58 feet;

THENCE North 50° 06' 00" West, a distance of 27.96 feet;

THENCE North 39° 53' 22" East, a distance of 89.99 feet;

THENCE South 50° 06' 38" East, a distance of 23.25 feet to a point on a 120.00 foot radius curve to the right;

THENCE along said 120.00 foot radius curve to the right (the long chord of which bears South 49° 16' 41" East, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 39° 53' 22" East, a distance of 142.06 feet;

THENCE North 50° 06' 38" West, a distance of 120.00 feet;

THENCE North 18° 34' 50" West, a distance of 39.26 feet;

THENCE North 36° 42' 34" East, a distance of 140.00 feet;

THENCE North 53° 17' 26" West, a distance of 70.00 feet;

THENCE North 36° 42' 34" East, a distance of 125.00 feet;

THENCE North $00^{\circ} 37' 03''$ East, a distance of 143.76 feet to a point on the South line of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County, said point bears South $89^{\circ} 22' 57''$ East, a distance of 730.30 feet from the Southwest corner of said Lot 12;

THENCE South $89^{\circ} 22' 57''$ East, along said South line, a distance of 1455.75 feet to a point on the East line of the Southeast quarter of said Section 17;

THENCE South $01^{\circ} 45' 46''$ West, along said East line, a distance of 1668.35 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT D
TO
PURCHASE AND SALE AGREEMENT**

(Parcel 1 Deed)

After Recording, Return to:

Attention: _____

Bargain and Sale Deed

Grantors: Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

Grantee: City of Camas, Washington, a Washington municipal corporation

Legal Description (abbreviated): **[TO BE ADDED]**

Assessor's Property Tax Parcel Account Number(s): **[TO BE ADDED]**

Reference numbers of related documents: None

Bargain and Sale Deed

Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (collectively, “Grantor”), for and in consideration of a donation to the City of Camas, Washington, a Washington municipal corporation (“Grantee”), bargains, sells, and conveys to Grantee the following described real estate situated in Clark County, Washington:

[LEGAL DESCRIPTION TO BE ADDED].

Grantor conveys such real estate to Grantee subject to all encumbrances, easements, and other matters of record.

Dated: _____, 2020.

[signatures and acknowledgments contained on following pages]

GRANTORS:

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

PATRICK INVESTMENTS, LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON
COUNTY OF _____

|

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by ____
_____, _____ of PATRICK INVESTMENTS, LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

MJAJMJ, LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of MJAJMJ, LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability
company

By: _____

Name: _____

Title: _____

STATE OF OREGON
COUNTY OF _____

|

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by ____
_____, _____ of EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

GREEN MOUNTAIN RT LLC, a Washington
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by ____
_____, _____ of GREEN MOUNTAIN RT LLC, a Washington
limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

NB GREEN PARTNERS, LLC, a Washington limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON
COUNTY OF _____

|

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of NB GREEN PARTNERS, LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

SFLPGM LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON
COUNTY OF _____

|

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of SFLPGM LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

**EXHIBIT E
TO
PURCHASE AND SALE AGREEMENT**

(Bargain and Sale Deed for Parcel 2)

After Recording, Return to:

Attention: _____

Bargain and Sale Deed

Grantors: Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

Grantee: City of Camas, Washington, a Washington municipal corporation

Legal Description (abbreviated): **[TO BE ADDED]**

Assessor's Property Tax Parcel Account Number(s): **[TO BE ADDED]**

Reference numbers of related documents: None



Bargain and Sale Deed

Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (collectively, “Grantor”), for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid, bargains, sells and conveys to City of Camas, Washington, a Washington municipal corporation (“Grantee”), the following described real estate situated in Clark County, Washington:

[LEGAL DESCRIPTION TO BE ADDED].

Grantor conveys such real estate to Grantee subject to all encumbrances, easements, and other matters of record.

Dated: _____, 20_____.

[signatures and acknowledgments contained on following pages]

GRANTORS:

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

PATRICK INVESTMENTS, LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON
COUNTY OF _____

|

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of PATRICK INVESTMENTS, LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

MJAJMJ, LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of MJAJMJ, LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability
company

By: _____

Name: _____

Title: _____

STATE OF OREGON
COUNTY OF _____

|

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by ____
_____, _____ of EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

GREEN MOUNTAIN RT LLC, a Washington
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of GREEN MOUNTAIN RT LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

NB GREEN PARTNERS, LLC, a Washington limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of NB GREEN PARTNERS, LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

SFLPGM LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON
COUNTY OF _____

|

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of SFLPGM LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

**EXHIBIT F
TO
PURCHASE AND SALE AGREEMENT**

SELLERS' DOCUMENTS

1. Any surveys relating to the Property.
2. Property tax statements for the Property for 2019 and 2020.
3. Copies of any reports, tests, and/or studies relating to the condition of the Property, including, without limitation, environmental reports, soils and geotechnical reports, and any inspection reports.
4. All governmental permits and approvals relating to the Property.
5. Copies of all correspondence to or from any governmental agency relating to the use, storage, release, spill, leakage, or disposal of Hazardous Materials at or affecting the Property.



Staff Report

December 7, 2020 Council Meeting

2021 Camas Police Officers' Association (CPOA) Collective Bargaining Agreement
Presenter: Jennifer Gorsuch, Administrative Services Director

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: CPOA represents the sworn officers in the Camas Police Department. The current contract expires at the end of 2020, and we have negotiated a one year successor agreement.

SUMMARY: At the direction of Mayor and Council, a one year contract was negotiated with CPOA for 2021. The contract includes a 2% cost of living allowance effective January 1, 2021. The 2020 current contract language references the change in the BLS CPI-W West Region July-July, with a minimum of 2% and a maximum of 4% increase. The July 2019-July 2020 CPI-W West Region was 1.7%.

CPOA has ratified the agreement

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The desired result is approval of a one year contract, which was negotiated at Council direction, utilizing the current language related to cost of living allowance.

What's the data? What does the data tell us? The Bureau of Labor Statistics CPI-W West Region July 2019-July 2020 change was 1.7%. The contract stipulates a 2% minimum cost of living allowance.

How have communities been engaged? Are there opportunities to expand engagement? N/A

Who will benefit from, or be burdened by this agenda item? The City will benefit, internally and externally, by keeping pace with cost of living increases, which will attract and retain quality employees.

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? N/A

BUDGET IMPACT: The 2% cost of living adjustment to CPOA Officer and Sergeant salary scales requires a budget allocation of approximately \$60k.

RECOMMENDATION: Staff recommends that Council authorize the Mayor to sign the 2021 CPOA Collective Bargaining Agreement.

AGREEMENT

by and between

CITY OF CAMAS

and

CAMAS POLICE OFFICERS' ASSOCIATION

January 1, 2021 – December 31, 2021

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**AGREEMENT BETWEEN
CITY OF CAMAS
And
CAMAS POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT is made and entered into this 17th day of November 2020, by and between the City of Camas, hereinafter referred to as the "Employer," and the Camas Police Officers Association, hereinafter referred to as the "Association."

PREAMBLE

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

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

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

ARTICLE 1 - RECOGNITION

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

- Police Sergeant
- Corporal
- Police Officer

ARTICLE 2 - ASSOCIATION MEMBERSHIP

- 2.1 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article 1 who have been hired, rehired, transferred, laid off or terminated.
- 2.2 Nothing in this article will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.
- 2.3 The Association agrees to indemnify and save the Employer harmless against any liability, which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any

legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Associate in writing of any claim, demand, suit or other form of liability asserted against it related to its implementation of this Article.

ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee that authorizes such in writing. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 An employee may revoke said authorization for payroll deduction of payments to the Union by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer’s receipt of the employee’s written notice.

ARTICLE 4 - WORK SCHEDULE

- 4.1 The normal work day for Patrol Officers and Sergeants shall consist of the “5/4” work schedule: a work day shall consist of a ten and six-tenths (10.6) hour work day including time for lunch. The normal Assigned work week shall be five consecutive work days followed by four days of rest, five consecutive work days followed by four days of rest and five consecutive work days followed by five days of rest. The work week shall not exceed fifty-three (53) hours except as provided below.
- 4.2 The normal workday for Detectives will consist of the “4/10” work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch. The Normal assigned work week shall be four (4) consecutive days of works followed by three consecutive days of rest, not to exceed forty (40) hours except as provided below.
- 4.3 The normal work day for the Administrative Sergeant will consist of eight (8) consecutive hours including time for lunch. The normal assigned work week shall be five (5) consecutive days, followed by two (2) days of rest, not to exceed forty (40) hours except as provided below, provided that the Administrative Sergeant may work the “4/10” work schedule as described in Section 4.2 above.
- 4.3 The parties may, upon mutual consent, meet and discuss alternative work shifts.
- 4.4 There shall be three patrol schedules in a calendar year in blocks of four months each:
 - Schedule “1” is from January through April;

- Schedule “2” is from May through August;
- Schedule “3” is from September through December.

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

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

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

The Association also recognizes that with current staffing levels it is necessary to move employees to different shifts to facilitate vacation coverage, training, and other time off. Under the 5/4 work schedule this movement will be confined within the same squad as the person taking the time off, and such moves shall be made so as to minimize the change in shift starting times.

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

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

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

If, at any time during the year, an employee is moved from a non-patrol assignment,

then that person shall be assigned to the squad/shift vacated by the employee's replacement for the remainder of that year.

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

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

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

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

ARTICLE 5 - OVERTIME

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

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

5.2 The overtime rate of pay is one and one-half (1.5) times the regular rate of pay as defined by the Fair Labor Standards Act.

5.3 Employees called back to work on a scheduled work day or to appear in court shall be compensated at a minimum of two (2) hours at the overtime rate of pay for each call back, in addition to overtime pay for actual time/hours worked.

“Call Back” shall mean that an employee is required to physically return to work outside their regular scheduled work hours and that the employee was unaware of the work assignment at the end of the employee’s previous shift.

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

- 5.4 Officers not notified of a cancellation of a scheduled court appearance within twelve (12) hours of the scheduled appearance shall receive three (3) hours of compensation at the overtime rate of pay. Officers are responsible for checking in with their supervisor on the case status no later than twenty-four (24) hours prior to the scheduled court date.
- 5.5 Employees who are required to standby shall receive compensating time off at one-half (0.5) time.
- 5.6 Any employee may elect to accrue compensating time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of one hundred thirty (130) hours. Requests to utilize accrued compensatory time off of eight (8) hours or more shall be made to the Chief or his designee with three (3) days’ notice unless to do so would unduly disrupt the operations of the Department. Such requests shall be granted in accordance with the Fair Labor Standards Act.
- 5.7 Anytime an overtime slip is denied, the employee shall receive written notification of the denial.
- 5.8 An employee, with consent of the Employer in advance, may be allowed to “flex” their work day by leaving work prior to completion of the full normally scheduled work day and may return to work at a later time, on the same day, to complete their scheduled work shift. In limited situations, and with the approval of the Chief, Captain or designee, the employee may be allowed to complete their work shift on the following day. When this happens, no overtime compensation in any form will be paid to the employee. Provided, should the employee actually work more hours than they were regularly scheduled for, standard overtime rules would apply. Specifically, there is no “call back” penalty when an employee flexes their work shift. Flex time will only be allowed with advance approval and upon consent of the employee.
- 5.9 Sergeants Receiving Work Telephone Calls While Off Duty: A commissioned Sergeant who is called during non-working hours to perform official duties and who is not required to report to a work site shall be compensated for thirty (30)

minutes of pay at the applicable overtime rate for all calls lasting five (5) minutes or longer. Additional telephone calls occurring within the same thirty (30) minute time frame shall not require additional compensation.

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

5.10 Officers Receiving Work Telephone Calls While Off Duty: Officers who are called via telephone while off duty shall be compensated as follows:

- Telephone call must be more than 5 minutes in duration.
- Telephone call must have been directed by the Police Captain employee level or above.
- Compensation will be fifteen (15) minutes of pay at the standard overtime rate (1 ½ times hourly rate).
- This is not intended to compensate officer to officer or Sergeant to officer initiated phone calls.

5.11 Overtime opportunities for standard patrol overtime shall be offered to all eligible CPOA members based upon a seniority schedule, with those most senior being given preference. Overtime opportunities for approved extra duty overtime shall be offered to all eligible CPOA members based upon a rotational schedule. In both instances, there will be no preference given for rank, unless the opportunity is restricted to a supervisor.

An employee is not eligible for the provisions of this Article where work schedules, known commitments, or other policies and/or procedures would disqualify them from being able to work the opportunity. Certain CPOA members in a probationary status may be restricted from these opportunities if in the opinion of the Chief, the probationary employee is not yet qualified to fill the opening.

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

When multiple overtime opportunities are available, and are being filled at the same time, employees are limited to selecting one (1) date/time only until the complete seniority list or rotational list has been exhausted. The intent of this

provision is to distribute the limited overtime opportunities as equitably as practical, between all members of CPOA.

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

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

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

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

ARTICLE 6 – HOLIDAYS

- 6.1 Upon hire, probationary shift employees shall be advanced pro-rated holiday hours equivalent to 11.5 hours per month for the remainder of the calendar year within which they were hired. With the subsequent calendar year, Article 6.2 will apply. See accrual maximum in Article 7.1.
- 6.2 Members will be granted one hundred thirty-eight (138) hours of annual holiday time each year in lieu of holidays.
- 6.3 Employees can, at specified times during the year, buy back portions of their accrued holiday time in blocks of at least ten (10) hours. The Employee must notify Finance before the payroll cut-off date to receive holiday buy back in that pay period. The employee may buy holiday time any individual month except in December or January.
- 6.3(b) Employees also have the option of converting their holiday time to regular monthly pay by notifying Administrative Services during open enrollment each year, prior to December 1. Employees opting for this will be allowed to add 11.5 hours of holiday pay each month of the year to their regular pay. This option will apply equally to all 12 months of the year and will be paid at the regular

rate of pay.

- 6.4 When an employee gives notice of separation from employment for any reason other than retirement or is on an unpaid leave of absence, the amount of holiday pay shall be prorated at the rate of eleven and one-half (11.5 hours) per month until the final date of separation. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday pay prior to separation, the accrual shall be determined on a prorated basis until the last day of the month of separation and any unearned accrual that has been paid shall be deducted from the final paycheck.
- 6.5 Each year, any holiday time not used by the end of the December pay period shall be added to the employee’s vacation bank. See Article 7.1 for maximum annual carry over limits.

ARTICLE 7 - VACATIONS

- 7.1 Paid annual vacation shall be considered as regular employment with accrual beginning at the date of hire. Thereafter vacation accrual may be taken as earned according to the following schedule:

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

*Commissioned years of service only.

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

- 7.2 All part time employees shall accrue vacation at the same rate as regular full time employees but in proportion to the number of hours worked.
- 7.3 Vacation Bid Process: Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their supervisor or department head, with certain restrictions listed below dealing with short notice time off requests.
 - **First**, the patrol sergeants bid their vacations. Once approved their vacations are posted on the upcoming year’s schedule.

- Sergeants on the same squad are not allowed to take *pre-scheduled bid vacations* off at the same time. This would leave the squad without adequate supervision that period.
- **Next**, bid sheets for patrol officers are posted for each side. Officers are allowed to bid for up to two weeks of vacation by seniority each round. There are three rounds of vacation bidding. The second and third rounds begin after the previous rounds have been posted to the schedule.
 - No more than two members of a squad will be scheduled off at one time on *pre-scheduled bid vacations*.

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

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

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

This procedure is intended to provide acceptable guidelines for vacation bids. Exceptions to the procedure may be granted on approval of the Chief of Police or designee. Typically, exceptions will be considered on the basis of special, unusual or unexpected circumstances. In any case, approved exceptions to this

procedure will not establish precedence for future application.

- 7.4 Employees shall receive all accrued vacation at the time of termination including that earned during the year of termination.
- 7.5 The application of Article 7.5 is based on the 2015 patrol staffing levels of 10 officers per squad. During the annual vacation bid process, the Department may place restrictions on the number of employees who may take time off on certain days based on anticipated need for police services. These days are communicated in writing, in advance, and require staffing above established minimum staffing levels. Examples are Camas Days, Fourth of July, Halloween, Super Bowl Sunday, New Year’s Eve, or other events where it would be reasonable to expect a need for added police services. These dates have been referred to as “blackout dates.”

If a member has submitted a request for vacation leave on one of these “blackout dates” and would have normally been granted the leave absent the “blackout date” declaration, then the member shall be compensated at the over-time rate (1.5), instead of the straight time rate, for all hours actually worked on said date. To qualify for this premium, the member must have been denied the time off solely due to the “blackout” date declaration. Time off denials for all other reasons do not fall under this clause. In addition, the member must have been eligible and qualified to take the leave time. Should the department’s needs change, and the “blackout date” is canceled, the members who submitted leave requests that were denied will be notified and will be granted the leave. In that case, no extra compensation shall be granted.

ARTICLE 8 - SICK LEAVE

- 8.1 Employees of the police department shall accrue sick leave at the rate of ten (10) hours per month with a maximum accrual of one thousand forty (1040) hours allowed to be carried over each January 1.
- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide a note of verification as permitted by law.
- 8.3 Employees are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, and 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, sibling, or any person living in the immediate household, requiring the employee's attendance and/or care. Emergency and last minute appointments shall be approved by the immediate supervisor,

Captain, or Police Chief.

Sick leave may also be used for parents, including “step” and “in-law” relationships, as well as foster, legal guardian, in loco parentis and de facto situation.

- 8.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.5 Eight (8), ten (10) or ten point six (10.6) hours sick leave will be charged for each working day off duty, in accordance with the employees scheduled work hours for that day.
- 8.6 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours shall be eligible to cash out at straight time, thirty-three percent (33%) of all hours that would have been accrued over the maximum allowed.
- 8.8 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out twenty-five (25%) percent of their sick leave balance at their current straight time rate.

8.9 Federal Family Medical Leave

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

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

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

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

Washington State Family Care Rules

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

Washington State Paid Family Medical Leave

Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.

Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State).

Employees will pay through monthly payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. This equates to 63% of the 0.4% premium collection being deducted from the employee's paid wages. Employer will pay the remaining premium amount.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 A maximum of three (3) paid working days (consecutive or non-consecutive) bereavement leave shall be allowed when there is a death in the employee’s immediate family. “Immediate family” shall be defined as: the employee’s spouse, domestic partner or significant other, child, parents, sibling, grandparents and grandchildren, or any member of the immediate household. This will also include “step” and “in-law” relationships.
- 9.2 Recognizing the need for family support, a maximum of two (2) days bereavement leave shall be allowed to attend the funeral or memorial service of aunts, uncles, nieces or nephews of the first generation..
- 9.3 Bereavement leave of more than three (3) working days may be taken subject to the approval of the department head. Bereavement leave in excess of three (3) working days will be charged to sick leave, vacation leave, or leave without pay.
- 9.4 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.
- 9.5 Administrative Services will administer article 9 for consistency in unique circumstances as they arise.

ARTICLE 10 - JURY DUTY

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

ARTICLE 11 - OTHER LEAVES

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

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

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

- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days but reinstatement cannot be guaranteed.
- 11.3 Upon written request from the Association, an Association officer or steward may be granted time off without pay or any cost to the employer to conduct bona fide business of the Association.
- 11.4 The City and the Association agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.
- 11.5 **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 Labor and Industries leave used by the employee.

ARTICLE 12 - SENIORITY

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

ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS

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

ARTICLE 14 - LAYOFFS AND RECALL

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

ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE

- 15.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their dependents.
- 15.2 The Employer shall provide post-retirement medical insurance from retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the City for a total of ten (10) years and is retiring from the City under the provisions of the applicable LEOFF retirement plan. The post-retirement medical plan benefits will be the same plan as the active members, if available, or the plans with the closest benefit levels. In the event the plan with the closest benefit levels is no longer available, the City may move the retiree to the plan with the next best benefit level. In the event that the insurance plan is subject to an additional tax or surcharge required under State or Federal Law, the parties agree to meet and negotiate a change in plans to avoid the payment of said fee. If the retiree opts to upgrade to other plans

available through the provider, the difference in premium is the retiree's responsibility. Coverage for a spouse/domestic partner may be paid for by the employee in accordance with the requirements of the applicable plan. Employees hired after July 31, 2001 as described above shall not be eligible for employer paid post-retirement medical insurance, but may participate for themselves and spouse/domestic partner at their own expense for the employee and spouse/domestic partner, consistent with plan requirements.

15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of fifty thousand dollars (\$50,000.00).

15.4 Health Insurance

AWC HealthFirst 250 and Kaiser Plan \$250 – 10%/E114): The employer will pay medical coverage premiums for employees and dependents as follows:

Employee only coverage: one hundred (100%) percent

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

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

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

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

15.7 The Association and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage.

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

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive of those causes set forth in the Civil Service Rules and Regulations but not necessarily limited thereto.
- 16.2 Disciplinary action or measures shall include only the following:
- (a) Verbal Warning
 - (b) Written reprimand
 - (c) Suspension without pay
 - (d) Demotion
 - (e) Discharge
- 16.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.
- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became

effective.

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

If discipline noted in an evaluation has passed the retention period set forth in Article 16.7 of the contract, at the request of the employee, a sheet will be attached to the evaluation stating that the discipline referred to in that evaluation has been permanently destroyed.

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

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

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

ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT

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

their last day in the assignment.

ARTICLE 18 - GRIEVANCE PROCEDURE

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

Step 1:

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

Step 2:

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

Step 3:

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

Step 4:(a) Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 3, the Association may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

(b) Notice - Time Limitations: The Association shall notify the other party in writing of submission to mediation or arbitration within twenty (20) working days after receipt of the Step 3 response.

- (c) Mediation: Mediation is provided as a free service by PERC. The Employer and the Association shall each pay for their own fees or costs associated with mediation.
- (d) Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:
- (i) After timely notice, the parties shall select an impartial arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.
 - (ii) If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.
- (d) Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) working days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.
- (e) Limitations - Scope - Power of Arbitrator:
- (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
 - (ii) The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

- (iii) The arbitrator shall also have the authority to receive evidence and question witnesses.
- (iv) The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.
- (f) Arbitration Award - Damages - Expenses:
 - (i) Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.
 - (ii) The arbitrator's written award shall be final and binding on all parties.

ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

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

ARTICLE 20 - STRIKES AND LOCKOUTS

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

ARTICLE 21 - ASSOCIATION REPRESENTATION

An authorized representative of the Association shall have the right to investigate grievances or conditions at reasonable hours upon first securing

permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 22 - COMMUNICATION OF ASSOCIATION BUSINESS

The Association may use the department’s mail box system and the City’s e-mail system to communicate with their members on Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Association agrees to abide by all City policies in connection to the use of the City e-mail system and is aware of the laws regarding document retention and public disclosure.

ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.

ARTICLE 24 - WAGES CLASSIFICATIONS AND PAY PLAN

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

Probation for Police Sergeants shall be one (1) year. Probationary Sergeants will receive a step upon promotion and a second step at six (6) months upon satisfactory review by the Police Chief or designee. Upon satisfactory completion of the probationary period, the employee’s ‘anniversary date’ for

future pay action shall be established by the date of the previous six-month step increase. If a probationary Sergeant is sick, injured, or is absent from the job for any reason for a period of six (6) consecutive calendar weeks or more, that length of time shall be added to their probationary time and any potential step increases shall similarly be extended.

24.3 As outlined in Appendix A:

Effective January 1, 2021, employees in the bargaining unit will receive a wage increase equivalent to 100% of the change in the BLS West Region CPI-W from July 2019-July 2020, with a minimum of 2% and a maximum of 4%.

24.4 If an existing employee is promoted to a higher job classification then the employee will receive pay at a step, which results in an increase and shall progress through the applicable steps subject to the provisions of Section 24.2 above. The promoted employee will receive a new anniversary date as of the date of promotion and will follow the pay plan procedures set forth in Section 24.2 above. Promoted employees will receive the step in the new pay plan which results in an increase in pay of at least three (3%) percent.

24.5 All bargaining unit employees shall receive an education incentive premium added to the base pay equal to one (1%) percent for an Associate Arts Degree or three (3%) percent for a Bachelor Degree from an accredited college or university.

24.6 Employees assigned by the chief to act as a Field Training Officer shall be paid a premium of three percent (3%) of the base rate of pay for time actually spent in performing such duties.

24.7 In recognition of the achievement of the Department in obtaining and maintaining State Accreditation, all employees in the bargaining unit shall receive a 1% accreditation premium each month added to their base pay.

24.8 Sworn officers (includes sergeants) who meet the following qualifications are eligible for the assignment as an MPO:

- Completed six (6) years as a sworn officer – years must be continuous service
- Completed Camas probation period
- No disciplinary action (written reprimand or above) for the prior twelve (12) months as defined below
- Maintain all required certifications and CJTC requirements

If discipline occurs involving suspension, demotion or receiving two (2) or more written reprimands in a twelve (12) month period, MPO status is immediately suspended for a minimum time of six (6) months. After the six (6) months has passed, the employee may petition the Chief for reinstatement. Each case shall

be considered on its own merits. After one year, the employee shall be reinstated to the status of MPO if no further discipline has occurred and the Officer has otherwise met the criteria listed above.

The premium pay shall be as outlined below:

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

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

Employees assigned to the Detective Unit will receive an additional monthly premium of five percent (5%). This shall include any employees serving in the Detective or Detective-Sergeant positions.

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

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

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

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

ARTICLE 25 - SEPARABILITY

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties

hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 26 - MILEAGE ALLOWANCE

All employees required by the Chief or their designee to use their private cars for official departmental business, shall be compensated at the standard IRS mileage rate.

ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS

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

ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATION

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

ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE

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

ARTICLE 30 - MANAGEMENT RIGHTS

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

- 30.1 The right to institute, from time to time, work rules applicable to bargaining unit employees.

- 30.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by at least one (1) work day of personal notice of the change, except in the event of an emergency, in which case no notice or discussion is required. For purposes of clarification, one work day's notice is equivalent to twenty-four (24) hours before the start of the next scheduled shift. The remedy for shift change occurring in less than twenty-four (24) hours will result in compensation to the affected employee(s) of an additional one (1) hour of penalty pay at the rate of one and one-half (1.5) times the regular rate of pay. Because this extra one (1) hour is a penalty for the late notice, it does not conflict with the Article 5.1.
- 30.3 The right to hire, promote, demote, transfer, assign and/or retain employees in positions within the employer.
- 30.4 The right to discipline employees for just cause.
- 30.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the employer.
- 30.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is defined as unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 30.7 The right to determine the methods and processes means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.
- 30.8 Provided nothing contained in this article shall be deemed as a waiver of the Association's right to bargain changes in mandatory subject of bargaining.

ARTICLE 31 - BILL OF RIGHTS

- 31.1 Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 31.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Such investigations shall be conducted under the following general guidelines:

- When a permanent, non-probationary employee is the subject of a formal internal investigation by the Camas Police Department, prior to any interview of the employee, the employee shall be advised of the specific nature of the inquiry of and whether the employee is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. All interviews shall be conducted in a manner consistent with due process rights granted by law. The officer shall not thereafter contact the citizen or witnesses without prior permission of the Chief of Police.
- If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.
- Questioning of the officer shall be with full regard to the officer's constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, the officer shall be fully advised of rights under the Miranda decision. The employee shall have the right to retain an attorney of the employee's own choosing, (at no expense to the City of Camas). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.
- Questioning of an employee accused of misconduct shall not be overly long, and the employee shall be entitled to reasonable intermission for personal necessities, meals, telephone calls, and rest periods. Providing both parties agree, the Employer or the employee may provide for the mechanical, electronic, or stenographic recording of any formal employee interview which could likely lead to criminal charges being filed against the employee or which could result in discipline of the employee by the Department. Whenever such a recording is made by one party, the other party shall have the right to make a copy of the recording. An employee who is the subject for a formal investigation shall have a right to make copies of any statement the employee has signed pertaining to the investigation.
- It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though the officer may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Association and the Chief of Police at the Employer's expense.

ARTICLE 32 - LIABILITY INSURANCE

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

ARTICLE 33 - DRUG AND ALCOHOL POLICY AND PROCEDURES

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

ARTICLE 34 - SCHOOL RESOURCE OFFICER

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

ARTICLE 35 - TERMINATION AND RENEWAL

This agreement shall be in full force and effect from January 1, 2021, except as otherwise indicated, until December 31, 2021.

CITY OF CAMAS, WASHINGTON

CAMAS POLICE OFFICERS' ASSOCIATION

By: _____
Barry McDonnell, Mayor

By: _____
Brian Salwasser, Association President

Date: _____

Date: _____

By: _____
Jamal Fox, City Administrator

Date: _____

APPENDIX A

Effective January 1, 2021 – 2%

Position							
	1	2	3	4	5	6	7
Police Sergeant	7464	7684	7915	8150	8398	8649	8906
Police Officer	6308	6498	6693	6893	7100	7314	7532

APPENDIX B**SCHOOL RESOURCE OFFICER ASSIGNMENT**

1. The Employer and the CPOA agree that the normal assigned work week for the SRO during the school calendar year shall be day shift, Monday through Friday, based on a 5/2 work schedule, not to exceed nine (9) hours per day, inclusive of a one-half (.5) hour paid lunch. The normal shift starting time for the SRO shall be 0730 hours (7:30AM). The normal shift ending time shall be 1630 hours (4:30PM).
2. The SRO work schedule results in the SRO working one (1) hour of overtime each scheduled school work day, in excess of the normal eight (8) hour shift limit of the 5/2 work schedule. This results in the accrual of two hundred and seventy (270) overtime hours (1 hr. X 180 school days X 1.5OT) for the SRO over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, training, compensatory time, administrative leave, etc. Should the SRO miss a scheduled day of work (school day) no overtime accrual would be credited for that day. The Employer and the CPOA agree that overtime accrued by the SRO as listed above (Article 2) may not be submitted by the employee for cash payment.
3. The overtime hours as noted in Section 2 above shall be compensated by twenty-six (26) compensatory days off, coinciding with the number of full-day holiday/student non-attendance days (numbering 26) in the school calendar year as published by the Camas School District in its student attendance calendar. Twenty-six (26) days off would result in the use of two hundred and eight (208) compensatory hours (26 X 8 hrs.). School days involving late start or early dismissal times will be worked as a normal full shift by SRO, who shall report to the patrol sergeant for assignment of duties.
4. The accumulation of compensatory time pursuant to this MOU is agreed to as an exception to Article 5.7 of the collective bargaining agreement which limits the accumulation of compensatory time to a maximum of one hundred and two (102) hours. The Employer and the CPOA agree that it will be necessary to establish a separate tracking in the payroll system for compensatory hours earned by the SRO under this agreement, and the SRO will be able to maintain a secondary compensatory time account. The secondary compensatory time account, including the accrual and use thereof, will be guided by Article 5.7 of the CBA. The CPOA agree that all compensatory time accrued pursuant to this agreement, and Article 2 above, shall be used prior to the beginning of the next school year. The SRO shall not be allowed to carry-over compensatory hours earned in one school year to the next school year. This can be

accomplished by the SRO using the remainder of the compensatory hours earned during the summer months.

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

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



Staff Report

December 7, 2020 Council Regular Meeting

Ordinance No. 20-010 Amending CMC regarding SDC/Impact Fees

Presenter: Phil Bourquin, Community Development Director

Phone	Email
360.817.1568	pbourquin@cityofcamas.us

BACKGROUND: An Ordinance amending the Camas Municipal code to require system development charges and impact fees be assessed at time of building permit application submittal.

SUMMARY: System development charges (SDC's) and impact fees are the only fees that the Building Department collects that are both assessed and collected at the time of Building Permit Issuance. All other fees/charges are assessed at the time of application and collected at the time of permit issuance (w/in six months of application). This create an undesirable administrative hurdle for both the applicant and Staff: 1) Applicants desire certainty in knowing what the total fees/charges are going to be when they submit a building permit; 2) Under the current system, Staff must update/recalculate when the application date is in one year and the permit issuance date another.

To save time, effort and reduce potential errors in this updating process at year's end and likewise reduce potential audit issues Staff supports amending the Camas Municipal Code to reflect SDC's and impact fees being assessed at time of application versus time of permit issuance.

City staff communicated with The State Auditor's Office and they support fees being at time of application.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? Clean building permitting audits from SOA

What's the data? What does the data tell us? NA

How have communities been engaged? Are there opportunities to expand engagement? N/A

Who will benefit from, or be burdened by this agenda item? NA

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

ORDINANCE NO. 20-010

AN ORDINANCE amending Section 3.88 and Section 13.52 of the Camas Municipal Code to require system development charges and impact fees be assessed at time of building permit application submittal.

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

Section I

Camas Municipal Code 3.88.040B – Impact fee imposition - is amended to provide as follows:

3.88.040B. The amount of impact fees shall be determined at the time of building permit application, or for development not requiring a building permit, at the time of site plan approval.

Section II

Camas Municipal Code 13.52.080A – Payment of water system development charge - is amended to provide as follows:

13.52.080A. The water system development charge owing under the provisions of this chapter shall be paid by the applicant at the time of issuance of the plumbing permit or building permit, whichever shall first occur, or as scheduled by a separate agreement with the city. The amount of the charge shall be based on the system development charge in effect at the time of permit application.

Section III

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

PASSED by the Council and APPROVED by the Mayor this ____ day of _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report – Public Hearing for Ordinance

December 7, 2020 Council Regular Meeting

Public Hearing for Ordinance No. 20-009 amending the 2020 Budget Ordinance 19-019
Presenter: Cathy Huber Nickerson, Finance Director

Phone	Email
360.817.1537	chuber@cityofcamas.us

SUMMARY: The purpose of this agenda item is to hear public comment per RCW 35A.34.150 for Ordinance 20-009 Amending the 2020 Budget Ordinance 19-19 (Fall Omnibus Budget) and for Council to consider Ordinance No. 20-009.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To continue the public hearing to consider public comment and to approve Ordinance No. 20-009.

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? The public had an opportunity to view a presentation by the City’s Finance Director during the City Council Workshop earlier. The public hearing was open for three weeks beginning on November 16, 2020.

Who will benefit from, or be burdened by this agenda item? All City residents will benefit from most of these decision packages.

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? These items are in line with the City’s Strategic Plan.

RECOMMENDATION: Staff recommends Council continue and close the Public Hearing as prescribed by RCW 35A.34.150 as well as approve Ordinance 20-009 amending the 2020 Budget Ordinance 19-019.

ORDINANCE NO. 20-009

AN ORDINANCE amending the City of Camas' 2020 Budget
Ordinance No. 19-019

WHEREAS, the City Council of the City of Camas approved Ordinance No. 19-019 and readopted a budget for fiscal year 2020; and

WHEREAS, the City Council of the City of Camas desires to effectively utilize and manage the City's financial resources; and,

WHEREAS, the City will receive additional revenues that were not anticipated at the time of adopting the budget for 2020; and

WHEREAS, funds received in excess of estimated revenues during the current fiscal year when authorized by an ordinance amending the original budget may be included in the expenditure limitation; and

WHEREAS, the City desires to undertake activities which were not foreseen at the time of adopting the 2020 budget; and

WHEREAS, the financial activities in the following funds could not have been reasonably foreseen at the time of adopting the 2020 budget.

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

Section I

Budget Amendment: The City of Camas' 2020 Budget as adopted in Ordinance No. 19-019 is amended as follows:

1. Modify the 2020 Budget for PWTF debt payments with 2020 draws, debt service for the 2020 LTGO bonds, and reduce debt payments for defeased debt.
2. Modify the 2020 Budget for the 2020 LTGO bond issue.
3. Modify the 2020 Budget to move excess funds from the Larkspur project to NW 38th Avenue Phase 3 project.
4. Modify the 2020 Budget to transfer SDC revenue to fund Water/Sewer debt service payments.
5. Modify the 2020 Budget to fund design work for stormwater and road repairs to Ostenson Canyon Road.
6. Modify the 2020 Budget to fund design work for Parker Estates Stormwater repairs.

ORDINANCE NO. 20-009

- 7. Modify the 2020 Budget to reallocate certain sewer capital projects to be funded with the remaining 2015 Revenue Bond proceeds.
- 8. Supplement the 2020 Budget for unanticipated increase in recycling costs.
- 9. Supplement the 2020 Budget for funding fleet software.
- 10. Supplement the 2020 Budget for increase costs in replacing five vehicles in the City’s fleet.
- 11. Supplement the 2020 Budget to prepay a real estate contract to save the City from interest expense.
- 12. Supplement the 2020 Budget to fund CWFD Impact Fee and Capital Improvement Plan contract.

Section II

Budget Amendment – Effect on Fund Revenues and Expenses: The foregoing increases affect the City funds as shown on Attachment A.

Section III

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

PASSED BY the Council and APPROVED by the Mayor this 7th day of December, 2020.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney

Attachment A
2020 Budget Amendment - Fund Summary

Operating Funds	Budget		Budget		Estimated		Budget Amendment		Amended	
	Beg Fund Balance	Revenues (1)	Expenses (1)	End Fund Balance	Revenues	Expenses	Fund Balance	Expenses	Fund Balance	Note: Budget Packages
General	\$ 6,826,593	\$ 25,876,493	\$ (25,936,200)	\$ 6,766,886			\$ 6,766,886		\$ 6,766,886	
Streets	\$ 571,911	\$ 3,290,304	\$ (3,126,342)	\$ 735,873			\$ 735,873		\$ 735,873	
Tree Fund	\$ 15,058	\$ 5,219	\$ (5,000)	\$ 15,277			\$ 15,277		\$ 15,277	
Camas/Washougal Fire & EMS	\$ 2,064,782	\$ 11,267,240	\$ (11,165,438)	\$ 2,166,584		\$ 31,502	\$ 2,198,086		\$ 2,198,086	A-1, S-6
Cemetery	\$ 25,915	\$ 354,707	\$ (355,694)	\$ 24,928			\$ 24,928		\$ 24,928	
Capital/Enterprise Funds										
Unlimited GO Debt Service	\$ 66,302	\$ 610,000	\$ (625,311)	\$ 50,991			\$ 50,991		\$ 50,991	
Limited GO Debt Service	\$ -	\$ 1,931,269	\$ (1,931,269)	\$ -	\$ 292,704	\$ (292,704)	\$ -		\$ -	A-1
REET	\$ 8,252,984	\$ 5,956,108	\$ (8,890,484)	\$ 5,318,608			\$ 4,417,628		\$ 4,417,628	A-1
Park Impact Fee	\$ 3,048,092	\$ 1,093,722	\$ (1,199,193)	\$ 2,942,621			\$ (198,795)		\$ 2,743,826	A-1, S-4
Transportation Impact Fee	\$ 1,781,317	\$ 2,171,155	\$ (764,248)	\$ 3,188,224			\$ (11,431)		\$ 3,176,793	A-1
Fire Impact Fee	\$ 857,049	\$ 237,626	\$ -	\$ 1,094,675			\$ -		\$ 1,094,675	
NW 38th Ave Phase 3	\$ -	\$ -	\$ -	\$ -	\$ 403,540		\$ 403,540		\$ 403,540	A-3
Brady Road Construction	\$ 344,447	\$ 7,450,000	\$ (7,450,000)	\$ 344,447			\$ 344,447		\$ 344,447	
Larkspur Construction	\$ 403,540	\$ -	\$ -	\$ 403,540			\$ (403,540)		\$ -	A-3
Legacy Lands	\$ 3,274,340	\$ 3,225,660	\$ (6,500,000)	\$ -	\$ 11,220,757	\$ (10,692,236)	\$ 528,521		\$ 528,521	A-2, S-4
Lake and Everett	\$ 21,819	\$ 6,250,000	\$ (6,250,000)	\$ 21,819			\$ 21,819		\$ 21,819	
Facilities Capital Fund	\$ 86,982	\$ 1,075,000	\$ (1,075,000)	\$ 86,982			\$ 86,982		\$ 86,982	
Storm Water	\$ 2,909,963	\$ 1,707,847	\$ (1,950,057)	\$ 2,667,753			\$ (90,000)		\$ 2,577,753	A-5, A-6
Solid Waste	\$ 3,002,243	\$ 2,895,640	\$ (2,480,210)	\$ 3,417,673			\$ (222,000)		\$ 3,195,673	S-1
Water/Sewer	\$ 6,614,342	\$ 14,723,675	\$ (18,283,688)	\$ 3,054,329	\$ 4,771,517		\$ 7,825,846		\$ 7,825,846	A-4
W/S Capital Projects	\$ -	\$ 4,151,244	\$ (4,151,244)	\$ -			\$ -		\$ -	
North Shore Construction Project	\$ 3,934,129	\$ 38,211	\$ (1,725,000)	\$ 2,247,340			\$ (2,247,340)		\$ -	A-7
Water Capital Projects	\$ 10,367,080	\$ 4,556,571	\$ (14,886,554)	\$ 37,097			\$ 37,097		\$ 37,097	
WS Capital Reserve	\$ 13,548,373	\$ 5,342,224	\$ (700,794)	\$ 18,189,803			\$ (4,771,517)		\$ 13,418,286	A-4
WS Bond Reserve	\$ 1,699,979	\$ 35,497	\$ -	\$ 1,735,476			\$ -		\$ 1,735,476	
Reserve Funds										
Lodging Tax	\$ 24,243	\$ 13,270	\$ (10,300)	\$ 27,213			\$ 27,213		\$ 27,213	
Firemen's Pension	\$ 1,820,503	\$ 35,497	\$ (386,010)	\$ 1,469,990			\$ 1,469,990		\$ 1,469,990	
Equipment Rental and Replacement	\$ 1,606,492	\$ 1,753,302	\$ (1,707,123)	\$ 1,652,671			\$ (77,000)		\$ 1,575,671	S-2, S-3
Retiree Medical	\$ -	\$ 168,759	\$ (168,759)	\$ -			\$ -		\$ -	
LEOFF 1 Disability Board	\$ -	\$ 495,658	\$ (495,658)	\$ -			\$ -		\$ -	
	\$ 73,168,478	\$ 106,711,898	\$ (122,219,576)	\$ 57,660,800	\$ 16,688,518	\$ (19,876,041)	\$ 54,473,277		\$ 54,473,277	
						\$ (3,187,523)				

(1) Budgeted revenues and expenses reflect the 2020 Adopted Budget

Ord Budget	\$ 106,711,898	\$ 122,219,576	Administrative	\$ 15,951,518	\$ (18,581,562)
			Supplemental	\$ 737,000	\$ (1,294,479)
				\$ 16,688,518	\$ (19,876,041)
					\$ (3,187,523)
			Carry Forward		\$ -

2020 Fall Omnibus Budget - Fund Balance Impacts

	General Fund	C/W Fire & EMS	Limited GO Debt Service	REIT Projects	Park Imp Fee	Transportation Impact Fees	NW 38th Ave Phase 3	Larkspur Construction	Legacy Lands	Storm Water	Solid Waste	Water/Sewer	North Shore Sewer Project	W/S Capital Reserve	Equipment Rental Total
Beginning Balance	\$ 6,826,593	\$ 2,064,782	\$ -	\$ 8,252,984	\$ 3,048,092	\$ 1,781,317	\$ -	\$ 403,540	\$ 3,274,340	\$ 2,909,963	\$ 3,002,243	\$ 6,614,342	\$ 3,934,129	\$ 13,548,373	\$ 1,606,492
Revenues	\$ 25,876,493	\$ 11,267,240	\$ 1,931,269	\$ 5,956,108	\$ 1,093,722	\$ 2,171,155	\$ -	\$ -	\$ 3,225,660	\$ 1,707,847	\$ 2,895,640	\$ 14,723,675	\$ 38,211	\$ 5,342,224	\$ 1,763,302
Expenditures	\$ (25,936,200)	\$ (11,165,438)	\$ (1,931,269)	\$ (8,890,484)	\$ (1,199,193)	\$ (764,248)	\$ -	\$ -	\$ (6,500,000)	\$ (1,950,057)	\$ (2,480,210)	\$ (18,283,688)	\$ (1,725,000)	\$ (700,794)	\$ (1,707,123)
Projected Ending Fund Balance	\$ 6,766,886	\$ 2,166,584	\$ -	\$ 5,318,608	\$ 2,942,621	\$ 3,188,224	\$ -	\$ 403,540	\$ -	\$ 2,667,753	\$ 3,417,673	\$ 3,054,329	\$ 2,247,340	\$ 18,189,803	\$ 1,652,671
Carry Forward Packages															
Total Carry Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Fund Balance	\$ 6,766,886	\$ 2,166,584	\$ -	\$ 5,318,608	\$ 2,942,621	\$ 3,188,224	\$ -	\$ 403,540	\$ -	\$ 2,667,753	\$ 3,417,673	\$ 3,054,329	\$ 2,247,340	\$ 18,189,803	\$ 1,652,671
Administrative Packages															
A-1 Debt Service Adjustments	\$ -	\$ -	\$ (292,704)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A-2 Transfers to Limited GO Debt Service	\$ -	\$ 81,502	\$ 292,704	\$ (163,980)	\$ (198,795)	\$ (11,431)	\$ -	\$ -	\$ 10,483,757	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A-3 Land Acquisitions and Debt Issuance Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,483,757)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A-4 Close Out Lifespan to NW 38th Ave Phase 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 403,540	\$ (403,540)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A-5 Transfer SDGs to fund W/S Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (70,000)	\$ -	\$ 4,771,517	\$ -	\$ (4,771,517)	\$ -
A-6 Otseño Canyon Stormwater and Road Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (20,000)	\$ -	\$ -	\$ -	\$ (20,000)	\$ -
A-7 Patker Estates Stormwater Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A-7 2015 Revenue Bond Projects	\$ -	\$ -	\$ -	\$ (163,980)	\$ (188,795)	\$ (11,431)	\$ -	\$ 403,540	\$ (403,540)	\$ (90,000)	\$ -	\$ 4,771,517	\$ (2,247,340)	\$ (4,771,517)	\$ -
Total Administrative	\$ -	\$ 81,502	\$ -	\$ (163,980)	\$ (188,795)	\$ (11,431)	\$ -	\$ 403,540	\$ (403,540)	\$ (90,000)	\$ -	\$ 4,771,517	\$ (2,247,340)	\$ (4,771,517)	\$ -
Subtotal Fund Balance	\$ 6,766,886	\$ 2,248,086	\$ -	\$ 5,154,628	\$ 2,743,826	\$ 3,176,793	\$ 403,540	\$ 403,540	\$ -	\$ 2,577,753	\$ 3,417,673	\$ 7,825,846	\$ -	\$ 13,418,286	\$ (2,630,044)
Supplemental Packages															
S-1 Increase in Recycling Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (222,000)	\$ -	\$ -	\$ -	\$ (222,000)
S-2 Fleet Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (40,000)
S-3 Vehicle cost increases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (37,000)
S-4 Transfer from REIT	\$ -	\$ -	\$ -	\$ (737,000)	\$ -	\$ -	\$ -	\$ -	\$ 737,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
S-4 Land Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (208,479)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (208,479)
S-5 CWFD Impact Fee and CIP Contract	\$ -	\$ (50,000)	\$ -	\$ (737,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000)
Total Supplemental	\$ -	\$ (50,000)	\$ -	\$ (737,000)	\$ -	\$ -	\$ -	\$ -	\$ 528,521	\$ -	\$ (222,000)	\$ -	\$ -	\$ -	\$ (557,479)
Net Budget Adjustment	\$ -	\$ 31,502	\$ -	\$ (900,980)	\$ (198,795)	\$ (11,431)	\$ 403,540	\$ (403,540)	\$ 528,521	\$ (90,000)	\$ (222,000)	\$ 4,771,517	\$ (2,247,340)	\$ (4,771,517)	\$ (77,000)
Total Adjusted Fund Balance	\$ 6,766,886	\$ 2,198,086	\$ -	\$ 4,417,628	\$ 2,743,826	\$ 3,176,793	\$ 403,540	\$ 403,540	\$ 528,521	\$ 2,577,753	\$ 3,195,673	\$ 7,825,846	\$ -	\$ 13,418,286	\$ (77,000)

Attachment A

Adjustment #	Description	Note	Fund	Current Budget	Proposed Budget		Rev Increase Exp Decrease	Rev Decrease Exp Increase	Impact to Budget
A-1	GO Bonds Principal Pymt	2020 Bond Debt Service	240	\$ 582,856	\$ 724,361	240-00-591-210-78		\$ (141,508)	\$ (141,508)
A-1	Principal Ambulance	Paid in cash-no loan	240	\$ 29,511	\$ -	240-00-591-710-79	\$ 29,511		\$ 29,511
A-1	Interest - PWF Streets	Increase for 2020 draws	240	\$ 11,517	\$ 15,984	240-00-591-950-78		\$ (4,467)	\$ (4,467)
A-1	Interest - Ambulance	Paid in cash-no loan	240	\$ 69,939	\$ -	240-00-592-710-83	\$ 69,939		\$ 69,939
A-1	Int on Lt Debt - Friberg Strunk	Adj for Stormwater	240	\$ 22,973	\$ 26,562	240-00-592-530-83		\$ (3,589)	\$ (3,589)
A-1	Int on 2020 GO Bond	2020 Bond Debt Service	240	\$ -	\$ 242,590			\$ (242,590)	\$ (242,590)
A-1	Operating Transfer from REET	2020 Bond Debt Service	240	\$ 432,229	\$ 608,381	240-00-397-300-00	\$ 176,152		\$ 176,152
A-1	Operating Transfer from TIF	Increase for 2020 draws	240	\$ 116,317	\$ 775,679	240-00-397-302-00	\$ 659,362		\$ 659,362
A-1	Operating Transfer from CWFD	Paid in cash-no loan	240	\$ 444,401	\$ 34,815	240-00-397-115-00		\$ (409,586)	\$ (409,586)
A-1	Operating Transfer from PIF	2020 Bond Debt Service	240	\$ 764,248	\$ 631,024	240-00-397-302-00		\$ (133,224)	\$ (133,224)
A-1	Operating Transfer to Debt Service	2020 Bond Debt Service	300	\$ 444,401	\$ 608,381	300-00-597-240-00		\$ (163,980)	\$ (163,980)
A-1	Fund Balance Adjustment	Fund Balance Adj	300	\$ 5,318,608	\$ 5,154,628	300-00-508-000-00	\$ 163,980		\$ 163,980
A-1	Operating Transfer to Debt Service	Increase for 2020 draws	302	\$ 764,248	\$ 775,679	302-00-597-240-00		\$ (11,431)	\$ (11,431)
A-1	Fund Balance Adjustment	Fund Balance Adj	302	\$ 3,188,224	\$ 3,176,793	302-00-508-000-00	\$ 11,431		\$ 11,431
A-1	Operating Transfer to Debt Service	2020 Bond Debt Service	301	\$ 432,229	\$ 631,024	301-00-597-240-00		\$ (198,795)	\$ (198,795)
A-1	Fund Balance Adjustment	Fund Balance Adj	301	\$ 2,942,621	\$ 2,743,826	301-00-508-000-00	\$ 198,795		\$ 198,795
A-1	Operating Transfer to Debt Service	Paid in cash-no loan	115	\$ 116,317	\$ 34,815	115-00-597-240-00	\$ 81,502		\$ 81,502
A-1	Fund Balance Adjustment	Fund Balance Adj	115	\$ 2,166,584	\$ 2,248,086	115-00-508-000-00		\$ (81,502)	\$ (81,502)
A-2	Bond Proceeds	2020 LTGO Bond Issue	320	\$ -	\$ 10,483,757	320-00-391-100-00	\$ 10,483,757		\$ 10,483,757
A-2	Debt Issuance Costs	2020 LTGO Bond Issue	320	\$ -	\$ 50,000	320-00-592-950-84		\$ (50,000)	\$ (50,000)
A-2	North Shore Conservation Lands	2020 LTGO Bond Issue	320	\$ 6,500,000	\$ 16,933,757	320-00-594-530-61		\$ (10,433,757)	\$ (10,433,757)
A-3	Transfer to NW 38th Ave.	Close out Larkspur	319	\$ -	\$ 403,540	319-00-597-313-00		\$ (403,540)	\$ (403,540)
A-3	Fund Balance Adjustment	Close out Larkspur	319	\$ -	\$ 403,540	319-00-308-000-00	\$ 403,540		\$ 403,540
A-3	Transfer from Larkspur Project	Close out Larkspur	313	\$ -	\$ 403,540	313-00-397-319-00	\$ 403,540		\$ 403,540
A-3	Fund Balance Adjustment	Close out Larkspur	313	\$ -	\$ 403,540	313-00-508-000-00		\$ (403,540)	\$ (403,540)
A-4	Transfer to W/S	SDC to fund DS	432	\$ -	\$ 4,771,517	432-00-597-424-00		\$ (4,771,517)	\$ (4,771,517)
A-4	Fund Balance Adjustment	SDC to fund DS	432	\$ 18,189,803	\$ 13,418,286	432-00-508-000-00	\$ 4,771,517		\$ 4,771,517
A-4	Transfer from W/S Capital Reserve	SDC to fund DS	424	\$ -	\$ 4,771,517	424-00-397-432-00	\$ 4,771,517		\$ 4,771,517
A-4	Fund Balance Adjustment	SDC to fund DS	424	\$ 15,592,853	\$ 20,364,370	424-00-308-000-00		\$ (4,771,517)	\$ (4,771,517)
A-5	Ostenson Canyon Road Repair	Design Work	419	\$ -	\$ 70,000.0			\$ (70,000)	\$ (70,000)
A-5	Fund Balance Adjustment	Fund Balance Adj	419	\$ 2,667,753	\$ 2,647,753	419-00-508-000-00	\$ 70,000		\$ 70,000
A-6	Parker Estates Stormwater Repairs	Design Work	419	\$ -	\$ 20,000			\$ (20,000)	\$ (20,000)
A-6	Fund Balance Adjustment	Fund Balance Adj	419	\$ 2,667,753	\$ 2,647,753	419-00-508-000-00	\$ 20,000		\$ 20,000
A-7	Lacamas Creek Pump Station	Carry Forward Budget	427	\$ 1,725,000	\$ 3,500,000	427-00-594-351-65		\$ (1,775,000)	\$ (1,775,000)
A-7	Gravity Thickener	Move from W/S Cap	427	\$ -	\$ 472,340	427-00-594-357-65		\$ (472,340)	\$ (472,340)
A-7	Fund Balance Adjustment	Fund Balance Adj	427	\$ 2,247,340	\$ -	427-00-508-000-00	\$ 2,247,340		\$ 2,247,340
S-1	Professional Services	Increase in Costs	422	\$ 425,077	\$ 647,077	422-00-537-600-41		\$ (222,000)	\$ (222,000)
S-1	Fund Balance Adjustment	Fund Balance Adj	422	\$ 3,417,673	\$ 3,195,673	422-00-508-000-00	\$ 222,000		\$ 222,000
S-2	Fleet Software	Purchase Fleet Software	523	\$ 77,433	\$ 117,433	523-00-548-690.41		\$ (40,000)	\$ (40,000)
S-2	Fund Balance Adjustment	Fund Balance Adj	523	\$ 1,652,671	\$ 1,612,671	523-00-508-000-00	\$ 40,000		\$ 40,000
S-3	Machinery and Equipment	Increase in costs	523	\$ 543,564	\$ 580,564	523-00-594-480-64		\$ (37,000)	\$ (37,000)
S-3	Fund Balance Adjustment	Fund Balance Adj	523	\$ 1,652,671	\$ 1,615,671	523-00-508-000-00	\$ 37,000		\$ 37,000
S-5	Transfer from REET	Diff needed to payoff loan	320	\$ 1,153,503	\$ 1,890,503	320-00-397-300-00	\$ 737,000		\$ 737,000
S-5	North Shore Conservation Lands	Prepay the Rose Property	320	\$ 6,500,000	\$ 6,708,479	320-00-594-530-61		\$ (208,479)	\$ (208,479)
S-5	Fund Balance Adjustment	Fund Balance Adj	320	\$ -	\$ 528,521	320-00-308-000-00		\$ (528,521)	\$ (528,521)
S-5	Transfer to Legacy Lands	Diff needed to payoff loan	300	\$ 1,153,503	\$ 1,890,503	300-00-597-320-00		\$ (737,000)	\$ (737,000)
S-5	Fund Balance Adjustment	Fund Balance Adj	300	\$ 5,318,608	\$ 4,581,608	300-00-508-000-00	\$ 737,000		\$ 737,000
S-6	Professional Service	FSC Contract	115	\$ 490,717	\$ 540,717	115-00-522-710-41		\$ (50,000)	\$ (50,000)
S-6	Fund Balance Adjustment	Fund Balance Adj	115	\$ 2,166,584	\$ 2,116,584	115-00-508-000-00	\$ 50,000		\$ 50,000

Net Total	\$ 26,384,883	\$ (26,384,883)	\$ -
	\$ 17,412,280	\$ (20,599,803)	\$ (3,187,523)
		\$ (3,187,523)	\$ -
		\$ -	\$ -
Carry Forward	\$ -	\$ -	\$ -
Administrative	\$ 16,675,280	\$ (19,305,324)	\$ (2,630,044)
Supplemental	\$ 737,000	\$ (1,294,479)	\$ (557,479)
		\$ (557,479)	\$ (557,479)
		\$ (3,187,523)	\$ -

Budget Summary	
Total	\$ 17,412,280 \$ (20,599,803)
	\$ (3,187,523)
	\$ (3,187,523)

City of Camas
2020 Fall Omnibus Budget - Description of Packages

Package	Title	Description	Fund Impacted	Overall Appropriation
A-1	2020 Debt Service Updated	This updates the PWTF debt payments with 2020 draws, debt service for 2020 LTGO bonds and reduce debt payments for defeased debt	Limited GO Debt Service Fund	\$ (292,704)
A-2	2020 LTGO Bond - Legacy Lands	LTGO Bond Issue in February to fund the final acquisition and provide funding to stabilize historical structures on the land.	Legacy Lands	\$ -
A-3	Transfer Excess Larkspur Revenue to NW 38th Ave Phase 3	Larkspur TIB Grant funded more than anticipated - excess will be used as matching funds for the NW 38th Avenue Phase 3 Project	Larkspur/NW 38th Ave	\$ -
A-4	Transfer SDCs to Fund Debt Service	To rebalance the operating fund and the W/S Capital Reserve, this package budgets a transfer for the debt service to be funded by the SDCs	Water/Sewer	\$ -
A-5	Ostenson Canyon Stormwater and Road Repairs	Design work for Ostenson Canyon Road repairs with construction to follow in 2021	Stormwater	\$ (70,000)
A-6	Parker Estates Stormwater	To repair stormwater facility in Parker Estates from a beaver dam - repair will work around the wildlife habitat. This is for design work with construction occurring in 2021	Stormwater	\$ (20,000)
A-7	2015 Revenue Bond Projects	Moving sewer projects to spend the remaining 2015 revenue bond proceeds - North Shore project was under budget	Northshore Sewer Capital Project	\$ (2,247,340)
S-1	Costs for Recycling Increased	To adjust the budget for unanticipated increase in costs for recycling	Solid Waste	\$ (222,000)
S-2	Fleet Software	Fleet software was acquired to save in staff time	ERR	\$ (40,000)
S-3	ERR Replacement Increase in costs	Five vehicles had replacement costs over the projection	ERR	\$ (37,000)
S-4	Prepay loan to save in interest costs	Prepay real estate contract to save in interest	Legacy Lands/ REET	\$ (208,479)
S-5	CWFD Impact Fee and CIP Contract	CWFD Impact Fee and Capital Improvement Plan contract with FCS	CWFD	\$ (50,000)
Total				\$ (3,187,523)



Staff Report – Public Hearing for Ordinance

December 7, 2020 Council Regular Meeting

Public Hearing for Ordinance No. 20-011 adopting the 2021-2022 Biennial Budget
Presenter: Cathy Huber Nickerson, Finance Director

Phone	Email
360.817.1537	chuber@cityofcamas.us

SUMMARY: The purpose of this agenda item is to hear public comment for Ordinance 20-011 for the 2021-2022 biennial budget and to consider adoption of the ordinance.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To hold a public hearing to consider public comment and to approve Ordinance No. 20-011.

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? The public had an opportunity to view 10 presentations by the City’s Finance Director during the past year at various City Council Workshops. The public hearing was advertised in the newspaper.

Who will benefit from, or be burdened by this agenda item? All City residents will benefit from the adopted budget.

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? This budget is in line with the City’s Strategic Plan.

RECOMMENDATION: Staff recommends Council continue and close the Public Hearing as well as approve Ordinance 20-011 adopting the 2021-2022 Budget for the fiscal year beginning January 1, 2021.

ORDINANCE NO. 20-011

AN ORDINANCE adopting the biennial budget for the City of Camas, Washington, for the fiscal year beginning January 1, 2021.

WHEREAS, the Mayor of the City of Camas, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said City for the biennium beginning January 1, 2021, and a notice was published that the Council of said City would meet on the 7th day of December, 2020 at the hour of 7:00pm, in the Council Chambers in the City Hall of said City for the purposes of considering the budget for the biennium 2021-2022 and giving taxpayers within the limits of said city an opportunity to be heard upon said budget; and,

WHEREAS, the said City Council has met and considered the matter of the budget for the biennium 2021-2022; and,

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Camas for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of the said City for said years and being sufficient to meet the various needs of said city during said period; and,

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

SECTION I

The 2021-2022 budget of the City of Camas, Washington for the biennium beginning January 1, 2021 is adopted at the fund level in its final form and content as set forth in the document dated November 16, 2020 entitled City of Camas 2021-2022 Budget, three copies of which are on file in the Office of the Clerk. (Exhibit A)

SECTION II

The total estimated revenues and appropriations for each fund for the City of Camas and the aggregated total for all funds are as follows:

SUMMARY OF ESTIMATED REVENUES, APPROPRIATIONS (AND USE OF FUND BALANCE)

**City of Camas
2021-2022 Budget**

Fund	Projected Beginning Fund Balance	2021-2022 Revenues	2021-2022 Appropriation	Projected Ending Fund Balance	Change in Fund Balance
General	\$ 10,095,317	\$ 53,515,571	\$ 56,850,799	\$ 6,760,089	\$ (3,335,228)
City Street	\$ 1,514,261	\$ 7,143,797	\$ 6,759,166	\$ 1,898,892	\$ 384,631
Tree Fund	\$ 15,508	\$ 611	\$ -	\$ 16,119	\$ 611
C/W Fire and EMS	\$ 3,915,306	\$ 23,560,221	\$ 25,289,853	\$ 2,185,674	\$ (1,729,632)
Lodging Tax	\$ 27,245	\$ 26,825	\$ 20,000	\$ 34,070	\$ 6,825
Cemetery	\$ 115,547	\$ 521,127	\$ 494,297	\$ 142,377	\$ 26,830
Unlimited G.O. Bond Debt Service	\$ 10,838	\$ -	\$ -	\$ 10,838	\$ -
Limited G.O. Bond Debt Service	\$ -	\$ 4,862,421	\$ 4,862,421	\$ -	\$ -
Real Estate Excise Tax Capital	\$ 6,862,137	\$ 10,167,599	\$ 10,152,861	\$ 6,876,875	\$ 14,738
Park Impact Fee Capital	\$ 4,567,847	\$ 3,447,321	\$ 2,266,251	\$ 5,748,917	\$ 1,181,070
Transportation Impact Fee Capital	\$ 2,888,262	\$ 4,139,024	\$ 1,972,422	\$ 5,054,864	\$ 2,166,602
Fire Impact Fee	\$ 1,070,078	\$ 571,397	\$ 360,000	\$ 1,281,475	\$ 211,397
NW 38th Ave Phase 3 Construction	\$ 403,540	\$ 1,279,000	\$ 1,279,000	\$ 403,540	\$ -
Facilities Capital	\$ 58,281	\$ 1,389,874	\$ 1,389,874	\$ 58,281	\$ -
Legacy Lands Project	\$ 532,812	\$ 20,000	\$ 500,000	\$ 52,812	\$ (480,000)
Lake and Everett	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ -
Storm Water Utility	\$ 2,712,762	\$ 3,969,003	\$ 5,385,658	\$ 1,296,107	\$ (1,416,655)
City Solid Waste	\$ 3,199,962	\$ 6,471,800	\$ 6,596,926	\$ 3,074,836	\$ (125,126)
Water-Sewer	\$ 11,576,004	\$ 29,599,386	\$ 33,314,542	\$ 7,860,848	\$ (3,715,156)
Water-Sewer Capital Projects	\$ -	\$ 1,465,000	\$ 1,465,000	\$ -	\$ -
North Shore Sewer Construction Project	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ (100,000)
2019 Water Construction Projects	\$ 8,553,816	\$ 925,000	\$ 5,130,000	\$ 4,348,816	\$ (4,205,000)
Water-Sewer Capital Reserve	\$ 12,406,817	\$ 13,094,548	\$ 1,365,000	\$ 24,136,365	\$ 11,729,548
Water-Sewer Bond Reserve	\$ 1,713,107	\$ 68,088	\$ -	\$ 1,781,195	\$ 68,088
Equipment Rental	\$ 2,453,721	\$ 3,592,918	\$ 4,278,777	\$ 1,767,862	\$ (685,859)
Firefighter's Pension	\$ 1,385,870	\$ 74,221	\$ 174,937	\$ 1,285,155	\$ (100,716)
Retiree Medical	\$ 42,976	\$ 257,718	\$ 258,525	\$ 42,169	\$ (807)
LEOFF 1 Disability Board	\$ 446,266	\$ 323,675	\$ 323,675	\$ 446,266	\$ -
Total City Budget 2021-2022	\$ 76,668,280	\$ 170,586,145	\$ 170,689,983	\$ 76,564,442	\$ (103,839)

SECTION III

The Finance Director is directed to transmit a copy of this budget to the Office of the Auditor of the State of Washington, Municipal Research and Service Center, and to the Association of Washington Cities.

SECTION IV

This 2021-2022 City of Camas Budget for the biennium beginning January 1, 2021 is hereby adopted as the budget for the City of Camas.

SECTION V

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

PASSED by the Council and APPROVED by the Mayor this 7th day of December 2020.

SIGNED: _____

ATTEST: _____

Approved as to form:

City Attorney

**City of Camas
2021-2022 Budget**

Fund	Projected Beginning Fund Balance	2021-2022 Revenues	2021-2022 Appropriation	Projected Ending Fund Balance	Change in Fund Balance
General	\$ 10,095,317	\$ 53,515,571	\$ 56,850,799	\$ 6,760,089	\$ (3,335,228)
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C/W Fire and EMS	\$ 3,915,306	\$ 23,560,221	\$ 25,289,853	\$ 2,185,674	\$ (1,729,632)
Lodging Tax	\$ 27,245	\$ 26,825	\$ 20,000	\$ 34,070	\$ 6,825
Cemetery	\$ 115,547	\$ 521,127	\$ 494,297	\$ 142,377	\$ 26,830
Unlimited G.O. Bond Debt Service	\$ 10,838	\$ -	\$ -	\$ 10,838	\$ -
Limited G.O. Bond Debt Service	\$ -	\$ 4,862,421	\$ 4,862,421	\$ -	\$ -
Real Estate Excise Tax Capital	\$ 6,862,137	\$ 10,167,599	\$ 10,152,861	\$ 6,876,875	\$ 14,738
Park Impact Fee Capital	\$ 4,567,847	\$ 3,447,321	\$ 2,266,251	\$ 5,748,917	\$ 1,181,070
Transportation Impact Fee Capital	\$ 2,888,262	\$ 4,139,024	\$ 1,972,422	\$ 5,054,864	\$ 2,166,602
Fire Impact Fee	\$ 1,070,078	\$ 571,397	\$ 360,000	\$ 1,281,475	\$ 211,397
NW 38th Ave Phase 3 Construction	\$ 403,540	\$ 1,279,000	\$ 1,279,000	\$ 403,540	\$ -
Facilities Capital	\$ 58,281	\$ 1,389,874	\$ 1,389,874	\$ 58,281	\$ -
Legacy Lands Project	\$ 532,812	\$ 20,000	\$ 500,000	\$ 52,812	\$ (480,000)
Lake and Everett	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ -
Storm Water Utility	\$ 2,712,762	\$ 3,969,003	\$ 5,385,658	\$ 1,296,107	\$ (1,416,655)
City Solid Waste	\$ 3,199,962	\$ 6,471,800	\$ 6,596,926	\$ 3,074,836	\$ (125,126)
Water-Sewer	\$ 11,576,004	\$ 29,599,386	\$ 33,314,542	\$ 7,860,848	\$ (3,715,156)
Water-Sewer Capital Projects	\$ -	\$ 1,465,000	\$ 1,465,000	\$ -	\$ -
North Shore Sewer Construction Project	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ (100,000)
2019 Water Construction Projects	\$ 8,553,816	\$ 925,000	\$ 5,130,000	\$ 4,348,816	\$ (4,205,000)
Water-Sewer Capital Reserve	\$ 12,406,817	\$ 13,094,548	\$ 1,365,000	\$ 24,136,365	\$ 11,729,548
Water-Sewer Bond Reserve	\$ 1,713,107	\$ 68,088	\$ -	\$ 1,781,195	\$ 68,088
Equipment Rental	\$ 2,453,721	\$ 3,592,918	\$ 4,278,777	\$ 1,767,862	\$ (685,859)
Firefighter's Pension	\$ 1,385,870	\$ 74,221	\$ 174,937	\$ 1,285,155	\$ (100,716)
Retiree Medical	\$ 42,976	\$ 257,718	\$ 258,525	\$ 42,169	\$ (807)
LEOFF 1 Disability Board	\$ 446,266	\$ 323,675	\$ 323,675	\$ 446,266	\$ -
Total City Budget 2021-2022	\$ 76,668,280	\$ 170,586,145	\$ 170,689,983	\$ 76,564,442	\$ (103,839)

City of Camas
Summary of Budgeted Revenues, Expenditures and Reserves

	General Fund	Special Revenue Funds	Debt Funds	Capital Funds	Enterprise Funds	Internal Support Funds	Reserve Funds	Total
Estimated Beginning Fund Balance 1/1/2021	\$ 10,095,317	\$ 5,587,867	\$ 10,838	\$ 16,382,957	\$ 40,262,468	\$ 2,453,721	\$ 1,875,112	\$ 76,668,280
Revenues								
Taxes	\$ 39,621,845	\$ 4,888,392	\$ -	\$ 4,417,714				\$ 48,927,951
Licenses and Permits	\$ 1,672,194	\$ 146,676						\$ 1,818,870
Intergovernmental	\$ 1,297,596	\$ 1,273,799		\$ 5,885,118				\$ 8,456,513
Charges for Services	\$ 9,862,182	\$ 10,968,367		\$ 7,818,511	\$ 51,880,678	\$ 3,537,049		\$ 84,066,787
Fines and Forfeitures	\$ 360,095	\$ 35,380						\$ 395,475
Miscellaneous Revenue	\$ 701,659	\$ 170,101		\$ 876,998	\$ 1,322,147	\$ 55,869	\$ 74,221	\$ 3,200,995
Non-Revenues	\$ -			\$ 100,000	\$ -			\$ 100,000
Transfers	\$ -	\$ 13,769,866	\$ 4,862,421	\$ 2,015,874	\$ 2,390,000		\$ 581,393	\$ 23,619,554
Total Revenue	\$ 53,515,571	\$ 31,252,581	\$ 4,862,421	\$ 21,114,215	\$ 55,592,825	\$ 3,592,918	\$ 655,614	\$ 170,586,145
Total Available Resources	\$ 63,610,888	\$ 36,840,448	\$ 4,873,259	\$ 37,497,172	\$ 95,855,293	\$ 6,046,639	\$ 2,530,726	\$ 247,254,425
Expenditures								
Salaries and Benefits	\$ 28,949,264	\$ 22,261,654			\$ 8,725,640	\$ 1,217,938	\$ 588,730	\$ 61,743,226
Supplies and Services	\$ 10,500,642	\$ 6,384,181		\$ 97,704	\$ 17,883,873	\$ 1,429,090		\$ 36,295,490
Intergovernmental	\$ 2,290,098	\$ 423,665			\$ 1,494,672			\$ 4,208,435
Capital	\$ 1,075,069	\$ 3,034,496		\$ 11,510,743	\$ 12,450,250	\$ 1,631,749		\$ 29,702,307
Debt Service		\$ -	\$ 4,862,421		\$ 10,258,550			\$ 15,120,971
Transfers	\$ 14,035,726	\$ 459,320		\$ 6,411,961	\$ 2,544,141		\$ 168,406	\$ 23,619,554
Total Expenditures	\$ 56,850,799	\$ 32,563,316	\$ 4,862,421	\$ 18,020,408	\$ 53,357,126	\$ 4,278,777	\$ 757,136	\$ 170,689,983
Estimated Ending Fund Balance	\$ 6,760,089	\$ 4,277,132	\$ 10,838	\$ 19,476,764	\$ 42,498,167	\$ 1,767,862	\$ 1,773,590	\$ 76,564,442
Total Expenditures and Reserve Balance	\$ 63,610,888	\$ 36,840,448	\$ 4,873,259	\$ 37,497,172	\$ 95,855,293	\$ 6,046,639	\$ 2,530,726	\$ 247,254,425

City of Camas
Revenue Budget Summary for 2021-2022

	2019 Actual	2020 Projected	Change	2021 Budget	Annual % Change	2021 Change	2022 Budget	Annual % Change	2021 Change	Notes
General Fund										
Taxes	\$ 17,416,709	\$ 18,815,831	8.0%	\$ 19,396,311	3.1%	\$ 580,480	\$ 20,225,534	4.3%	\$ 829,223	Residential Growth (lagged rev) with Robust Sales Tax
Licenses and Permits	\$ 1,828,204	\$ 1,436,389	-21.4%	\$ 1,015,834	-29.3%	\$ (420,555)	\$ 656,360	-35.4%	\$ (359,474)	Slower Residential Growth
Intergovernmental	\$ 667,226	\$ 839,664	25.8%	\$ 642,559	-23.5%	\$ (197,105)	\$ 655,037	1.9%	\$ 12,478	Stable State and County shared revenues and CRF Funds
Charges for Services	\$ 4,927,899	\$ 4,253,875	-13.7%	\$ 4,873,922	14.6%	\$ 620,047	\$ 4,988,260	2.3%	\$ 114,338	New construction fees
Fines and Forfeitures	\$ 207,992	\$ 166,042	-20.2%	\$ 177,736	7.0%	\$ 11,694	\$ 182,359	2.6%	\$ 4,623	Trend Based
Miscellaneous Revenue	\$ 409,869	\$ 260,956	-36.3%	\$ 372,976	42.9%	\$ 112,020	\$ 328,683	-11.9%	\$ (44,293)	Adjusted for one-time contributions
Total General Fund	\$ 25,457,899	\$ 25,772,757	1.2%	\$ 26,479,338	2.7%	\$ 706,581	\$ 27,036,233	2.1%	\$ 556,895	
Special Revenue Funds										
Street Fund										
Intergovernmental	\$ 534,221	\$ 473,587	-11.3%	\$ 687,662	45.2%	\$ 214,075	\$ 583,557	-15.1%	\$ (104,105)	Grant for Traffic Controllers and CRF Funds
Miscellaneous Revenue	\$ 57,979	\$ 27,073	-53.3%	\$ 39,036	44.2%	\$ 11,963	\$ 39,796	1.9%	\$ 760	
Transfers from other funds	\$ 2,183,360	\$ 2,471,535	13.2%	\$ 2,879,859	16.5%	\$ 408,324	\$ 2,913,887	1.2%	\$ 34,028	Preservation & GF Subsidy
Total Street Fund	\$ 2,775,560	\$ 2,972,195	7.1%	\$ 3,606,557	21.3%	\$ 634,362	\$ 3,537,240	-1.9%	\$ (69,317)	
Tree Fund										
Licenses and Permits	\$ 15,000		-100.0%			\$ -			\$ -	
Miscellaneous Revenue	\$ 122	\$ 491	302.5%	\$ 225	-54.2%	\$ (266)	\$ 386	71.6%	\$ 161	
Total Tree Fund	\$ 15,122	\$ 491	-96.8%	\$ 225	-54.2%	\$ (266)	\$ 386	71.6%	\$ 161	
C/W Fire and EMS Fund										
Taxes	\$ 2,128,166	\$ 2,241,972	5.3%	\$ 2,356,923	5.1%	\$ 114,951	\$ 2,506,303	6.3%	\$ 149,380	EMS Levy reaches levy limit
Licenses and Permits	\$ 107,158	\$ 76,549	-28.6%	\$ 90,118	17.7%	\$ 13,569	\$ 56,558	-37.2%	\$ (33,560)	Residential construction slows
Intergovernmental	\$ 656,638	\$ 1,502,926	100.0%	\$ 1,290	-99.9%	\$ (1,501,636)	\$ 1,290	0.0%	\$ -	Coronavirus Relief Funds and GEMT
Charges for Services	\$ 5,346,424	\$ 5,263,052	-1.6%	\$ 5,094,369	-3.2%	\$ (168,683)	\$ 5,754,390	13.0%	\$ 660,021	GEMT and firefighter adjustment
Fines and Forfeitures	\$ 16,517	\$ 2,888	-82.5%	\$ 17,446	504.1%	\$ 14,558	\$ 17,934	2.8%	\$ 488	Post COVID-19
Miscellaneous Revenue	\$ 24,889	\$ 39,064	57.0%	\$ 43,296	10.8%	\$ 4,232	\$ 44,184	2.1%	\$ 888	
Transfers from other funds	\$ 3,847,391	\$ 3,549,137	-7.8%	\$ 3,590,358	1.2%	\$ 41,221	\$ 3,985,762	11.0%	\$ 395,404	GEMT and firefighter adjustment
Total C/W Fire and EMS Fund	\$ 12,127,183	\$ 12,675,588	4.5%	\$ 11,193,800	-11.7%	\$ (1,481,788)	\$ 12,366,421	10.5%	\$ 1,172,621	
Lodging Tax Fund										
Taxes	\$ 16,508	\$ 13,813	-16.3%	\$ 12,397	-10.3%	\$ (1,416)	\$ 12,769	3.0%	\$ 372	
Miscellaneous Revenue	\$ 384	\$ 721	87.8%	\$ 817	13.3%	\$ 96	\$ 842	3.1%	\$ 25	
Total Lodging Tax Fund	\$ 16,892	\$ 14,534	-14.0%	\$ 13,214	-9.1%	\$ (1,320)	\$ 13,611	3.0%	\$ 397	
Cemetery Fund										
Intergovernmental		\$ 4,292	100.0%	\$ -	-100.0%	\$ (4,292)	\$ -		\$ -	Coronavirus Relief Funds
Charges for Services	\$ 41,443	\$ 74,522	79.8%	\$ 64,258	-13.8%	\$ (10,264)	\$ 55,350	-13.9%	\$ (8,908)	Population
Miscellaneous Revenue	\$ 727	\$ 1,430	96.7%	\$ 752	-47.4%	\$ (678)	\$ 767	2.0%	\$ 15	Grant in 2020
Transfers from other funds	\$ 180,000	\$ 200,000	11.1%	\$ 200,000	0.0%	\$ -	\$ 200,000	0.0%	\$ -	
Total Cemetery Fund	\$ 222,170	\$ 275,952	24.2%	\$ 265,010	-4.0%	\$ (10,942)	\$ 256,117	-3.4%	\$ (8,893)	
Debt Funds										
Unlimited GO Debt Service Fund										
Taxes	\$ 606,512	\$ 610,000	0.6%	\$ -	-100.0%	\$ (610,000)			\$ -	2020 last yr of levy and debt payments
Total Unlimited GO Debt Srv Fund	\$ 606,512	\$ 610,000	0.6%	\$ -	-100.0%	\$ (610,000)	\$ -		\$ -	
Limited Debt Service Fund										
Transfers from other funds	\$ 1,850,801	\$ 2,223,972	20.2%	\$ 2,449,298	10.1%	\$ 225,326	\$ 2,413,123	-1.5%	\$ (36,175)	Based on DS schedules
Total Debt Service Fund	\$ 1,850,801	\$ 2,223,972	20.2%	\$ 2,449,298	10.1%	\$ 225,326	\$ 2,413,123	-1.5%	\$ (36,175)	

	2019 Actual	2020 Projected	Change	2021 Budget	Annual % Change	2021 Change	2022 Budget	Annual % Change	2021 Change	Notes
Capital Fund										
Real Estate Excise Tax Fund										
Taxes	\$ 2,363,791	\$ 2,537,697	7.4%	\$ 2,166,927	-14.6%	\$ (370,770)	\$ 2,250,787	3.9%	\$ 83,860	New Construction and Population Growth
Intergovernmental	\$ 474,897	\$ 46,598	-90.2%	\$ 3,172,118	6707.4%	\$ 3,125,520	\$ 1,900,000	-40.1%	\$ (1,272,118)	State Grant for Bridge and RCO Grant
Miscellaneous Revenue	\$ 123,761	\$ 186,269	50.5%	\$ 256,320	37.6%	\$ 70,051	\$ 261,447	2.0%	\$ 5,127	
Transfers from other funds	\$ 44,392	\$ 28,044	-36.8%	\$ 160,000	470.5%	\$ 131,956	\$ -	-100.0%	\$ (160,000)	Matching funds from GF and W/S Fund
Total Real Estate Excise Tax Fund	\$ 3,006,841	\$ 2,798,608	-6.9%	\$ 5,755,365	105.7%	\$ 2,956,757	\$ 4,412,234	-23.3%	\$ (1,343,131)	
Park Impact Fee Fund										
Charges for Services	\$ 1,572,667	\$ 2,394,108	52.2%	\$ 2,004,394	-16.3%	\$ (389,714)	\$ 1,257,958	-37.2%	\$ (746,436)	Multi-Family Development and slowing of new constr.
Miscellaneous Revenue	\$ 44,302	\$ 81,647	84.3%	\$ 91,569	12.2%	\$ 9,922	\$ 93,400	2.0%	\$ 1,831	
Total Park Impact Fee Fund	\$ 1,616,969	\$ 2,475,755	53.1%	\$ 2,095,963	-15.3%	\$ (379,792)	\$ 1,351,358	-35.5%	\$ (744,605)	
Transportation Impact Fee Fund										
Charges for Services	\$ 1,046,318	\$ 2,074,643	98.3%	\$ 2,477,427	19.4%	\$ 402,784	\$ 1,554,833	-37.2%	\$ (922,594)	Multi-Family Development and slowing of new constr.
Miscellaneous Revenue	\$ 26,718	\$ 46,480	74.0%	\$ 52,645	13.3%	\$ 6,165	\$ 54,119	2.8%	\$ 1,474	
Total Transportation Impact Fee Fund	\$ 1,073,036	\$ 2,121,123	97.7%	\$ 2,530,072	19.3%	\$ 408,949	\$ 1,608,952	-36.4%	\$ (921,120)	
Fire Impact Fee Fund										
Charges for Services	\$ 333,517	\$ 260,844	-21.8%	\$ 321,884	23.4%	\$ 61,040	\$ 202,015	-37.2%	\$ (119,869)	Multi-Family Development and slowing of new constr.
Miscellaneous Revenue	\$ 11,777	\$ 20,573	74.7%	\$ 23,514	14.3%	\$ 2,547	\$ 23,984	2.0%	\$ 470	
Total Fire Impact Fee Fund	\$ 345,294	\$ 281,417	-18.5%	\$ 345,398	22.7%	\$ 63,587	\$ 225,999	-34.6%	\$ (119,399)	
NW 38th Ave Phase 3 Construction										
Intergovernmental	\$ -	\$ -		\$ 300,000		\$ 300,000	\$ 513,000	100.0%	\$ 213,000	State Grant for Design and ROW
Transfers from other funds	\$ -	\$ -		\$ 466,000	100.0%	\$ 466,000	\$ -	-100.0%	\$ (466,000)	Transfers from TIF and REET
Total NW 38th Ave Phase 3 Construction	\$ -	\$ -		\$ 766,000	100.0%	\$ 766,000	\$ 513,000	-33.0%	\$ (253,000)	
Facilities Capital Fund										
Miscellaneous Revenue	\$ 8									
Transfers from other funds	\$ 45,631	\$ 49,836	9.2%	\$ 889,874	1685.6%	\$ 840,038	\$ 500,000	-43.8%	\$ (389,874)	Transfers from REET and General Fund
Total Facilities Capital Fund	\$ 45,639	\$ 49,836	9.2%	\$ 889,874	1685.6%	\$ 840,038	\$ 500,000	-43.8%	\$ (389,874)	
Legacy Lands Project Fund										
Intergovernmental	\$ 532,843	\$ 2,047,157	284.2%		-100.0%	\$ (2,047,157)				Conservation Futures Funds
Miscellaneous Revenue	\$ 106,643	\$ 25,000	-76.6%	\$ 20,000	-20.0%	\$ (5,000)				Interest Earnings
Debt Proceeds		\$ 10,483,757	1.0%		-100.0%	\$ (10,483,757)				2020 LTGO Bond
Transfers from other funds		\$ 1,890,503	1.0%		-100.0%	\$ (1,890,503)				Transfer from REET
Total Legacy Lands Project Fund	\$ 639,486	\$ 14,446,417	2159.1%	\$ 20,000	-99.9%	\$ (14,426,417)				
Lake And Everett Project Fund										
Intergovernmental		\$ 636,663	100.0%	\$ -	-100.0%	\$ (636,663)				State Grant
Debt Proceeds	\$ 573,363	\$ 6,250,000	990.1%	\$ 100,000	-98.4%	\$ (6,150,000)				2019 PWTF Loan
Transfers from other funds	\$ 36,948	\$ 54,715	48.1%		-100.0%	\$ (54,715)				Transfer from General Fund
Total Lake and Everett Project Fund	\$ 610,311	\$ 6,941,378	1037.4%	\$ 100,000	-98.6%	\$ (6,150,000)				
Enterprise Funds										
Storm Water Fund										
Intergovernmental	\$ 50,000	\$ 25,664	-48.7%		-100.0%	\$ (25,664)				Coronavirus Relief Funds
Charges for Services	\$ 1,650,765	\$ 1,767,716	7.1%	\$ 1,854,980	4.9%	\$ 87,264	\$ 1,964,127	5.9%	\$ 109,147	Rate Model and increase in Population
Miscellaneous Revenue	\$ 60,277	\$ 63,762	5.8%	\$ 74,206	16.4%	\$ 10,444	\$ 75,690	2.0%	\$ 1,484	
Transfer from other funds	\$ 134	\$ -	-100.0%		100.0%	\$ -				
Total Storm Drainage Fund	\$ 1,761,042	\$ 1,857,142	5.5%	\$ 1,929,186	3.9%	\$ 72,044	\$ 2,039,817	5.7%	\$ 110,631	
Solid Waste Fund										
Intergovernmental	\$ -	\$ 3,372	100.0%		-100.0%	\$ (3,372)				Coronavirus Relief Funds
Charges for Services	\$ 2,806,308	\$ 2,924,660	4.2%	\$ 3,075,524	5.2%	\$ 150,864	\$ 3,240,680	5.4%	\$ 165,156	Rate Increase 2.5% + Population
Miscellaneous Revenue	\$ 47,298	\$ 85,534	80.8%	\$ 77,028	-9.9%	\$ (8,506)	\$ 78,568	2.0%	\$ 1,540	
Total Solid Waste Fund	\$ 2,853,606	\$ 3,010,194	5.5%	\$ 3,152,552	4.7%	\$ 142,358	\$ 3,319,248	5.3%	\$ 166,696	

	2019 Actual	2020 Projected	Change	2021 Budget	Annual % Change	2021 Change	2022 Budget	Annual % Change	2021 Change	Notes
Water/Sewer Fund										
Intergovernmental	\$ -	\$ 67,417	100.0%		-100.0%	\$ (67,417)				Coronavirus Relief Funds
Charges for Services	\$ 12,612,123	\$ 13,541,221	7.4%	\$ 14,151,571	4.5%	\$ 610,350	\$ 14,732,231	4.1%	\$ 580,660	Rate Model and increase in population
Miscellaneous Revenue	\$ 474,015	\$ 334,976	-29.3%	\$ 354,299	5.8%	\$ 19,323	\$ 361,285	2.0%	\$ 6,986	
Non-Revenues	\$ 115,747	\$ 198,130	71.2%							
Transfer from other funds	\$ 10,589,785									
Total Water/Sewer Fund	\$ 23,791,670	\$ 14,141,744	-40.6%	\$ 14,505,870	2.6%	\$ 629,673	\$ 15,093,516	4.1%	\$ 587,646	
Water/Sewer Construction Fund										
Miscellaneous Revenue		\$ 5	100.0%		-100.0%	\$ (5)				
Debt Proceeds	\$ 97,872		-100.0%			\$ -				
Non-Revenues	\$ 65,150		-100.0%			\$ -				
Transfer from other funds	\$ 2,274,820	\$ 1,339,341	-41.1%	\$ 1,040,000	-22.3%	\$ (299,341)	\$ 425,000	-59.1%	\$ (615,000)	SDC Contributions & Rates
Total W/S Capital Fund	\$ 2,437,842	\$ 1,339,346	-45.1%	\$ 1,040,000	-22.4%	\$ (299,346)	\$ 425,000	-59.1%	\$ (615,000)	
North Shore Sewer Construction Project										
Miscellaneous Revenue	\$ 100,625	\$ 21,357	-78.8%		-100.0%	\$ (21,357)			\$ -	Project scheduled to be completed 2020
Transfer from other funds	\$ 31,152	\$ 95,408	206.3%		-100.0%	\$ (95,408)				
Total North Shore Sewer Construction	\$ 131,777	\$ 116,765	-11.4%	\$ -	-100.0%	\$ (116,765)	\$ -		\$ -	
2019 Water Projects Construction Fund										
Miscellaneous Revenue	\$ 99,202	\$ 190,636	92.2%	\$ -	-100.0%	\$ (190,636)				
Debt Proceeds	\$ 21,531,894	\$ 1,239,980	-94.2%		-100.0%	\$ (1,239,980)				
Transfer from other funds	\$ 963	\$ 16,556	1619.2%	\$ 925,000	5487.1%	\$ 908,444			-100.0%	\$ (925,000)
Total 2019 Water Proj Construction	\$ 21,632,059	\$ 1,447,172	-93.3%	\$ 925,000	-36.1%	\$ (522,172)	\$ -	-100.0%	\$ (925,000)	
Water/Sewer Capital Reserve Fund										
Charges for Services	\$ 4,107,875	\$ 3,516,574	-14.4%	\$ 7,902,166	124.7%	\$ 4,385,592	\$ 4,959,399	-37.2%	\$ (2,942,767)	Multi-Family Development and slowing of new constr.
Miscellaneous Revenue	\$ 185,246	\$ 331,900	79.2%	\$ 114,770	-65.4%	\$ (217,130)	\$ 118,213	3.0%	\$ 3,443	
Total Water/Sewer Cap. Fund	\$ 4,293,121	\$ 3,848,474	-10.4%	\$ 8,016,936	108.3%	\$ 4,168,462	\$ 5,077,612	-36.7%	\$ (2,939,324)	
Water/Sewer Bond Reserve Fund										
Miscellaneous Revenue	\$ 30,072	\$ 16,621	-44.7%	\$ 33,541	101.8%	\$ 16,920	\$ 34,547	3.0%	\$ 1,006	
Total Water/Sewer Bond Res. Fund	\$ 30,072	\$ 16,621	-44.7%	\$ 33,541	101.8%	\$ 16,920	\$ 34,547	3.0%	\$ 1,006	
Internal Support Funds										
Equipment Rental Fund										
Intergovernmental	\$ -	\$ 19,050	100.0%		-100.0%	\$ (19,050)				Coronavirus Relief Funds
Charges for Services	\$ 1,593,309	\$ 1,819,784	14.2%	\$ 1,744,107	-4.2%	\$ (75,677)	\$ 1,792,942	2.8%	\$ 48,835	ERR Model
Miscellaneous Revenue	\$ 147,666	\$ 117,492	-20.4%	\$ 27,522	-76.6%	\$ (89,970)	\$ 28,347	3.0%	\$ 825	
Total Equipment Rental Fund	\$ 1,740,975	\$ 1,956,326	12.4%	\$ 1,771,629	-9.4%	\$ (165,647)	\$ 1,821,289	2.8%	\$ 49,660	
Reserve Funds										
Firefighter's Pension Fund										
Miscellaneous Revenue	\$ 33,617	\$ 39,393	17.2%	\$ 36,562	-7.2%	\$ (2,831)	\$ 37,659	3.0%	\$ 1,097	
Total Firemen's Pension Fund	\$ 33,617	\$ 39,393	17.2%	\$ 36,562	-7.2%	\$ (2,831)	\$ 37,659	3.0%	\$ 1,097	
Retiree Medical Fund										
Transfers from other funds	\$ 154,822	\$ 169,422	9.4%	\$ 127,583	-24.7%	\$ (41,839)	\$ 130,135	2.0%	\$ 2,552	
Total Retiree Medical Fund	\$ 154,822	\$ 169,422	9.4%	\$ 127,583	-24.7%	\$ (41,839)	\$ 130,135	2.0%	\$ 2,552	
LEOFF 1 Disability Board										
Transfer from other funds	\$ 418,407	\$ 149,767	-64.2%	\$ 157,124	4.9%	\$ 7,357	\$ 166,551	6.0%	\$ 9,427	
Total LEOFF 1 Disability Fund	\$ 418,407	\$ 149,767	-64.2%	\$ 157,124	4.9%	\$ 7,357	\$ 166,551	6.0%	\$ 9,427	

City of Camas
Budget Appropriation Summary for 2021-2022

	2019 Actual	2020 Projected	Change	2021 Budget	Annual % Change	2021 Change	2022 Budget	Annual % Change	2022 Change	Notes
General Fund										
Salaries and Benefits	\$ 12,422,423	\$ 13,116,171	5.6%	\$ 14,304,750	9.1%	\$ 1,188,579	\$ 14,644,514	2.4%	\$ 339,764	Filled vacant positions, 2 new positions, seasonals
Supplies and Services	\$ 3,339,356	\$ 3,187,610	-4.5%	\$ 5,678,244	78.1%	\$ 2,490,634	\$ 4,822,398	-15.1%	\$ (855,846)	ERP system, planning contracts,
Intergovernmental	\$ 777,195	\$ 925,058	19.0%	\$ 1,124,309	21.5%	\$ 199,251	\$ 1,165,789	3.7%	\$ 41,480	Increases from Clark Co. and State
Capital	\$ 608,572	\$ 405,426	-33.4%	\$ 461,205	13.8%	\$ 55,779	\$ 613,864	33.1%	\$ 152,659	Vehicle, Mower, and playground/park equipment
Transfers to other funds	\$ 6,697,685	\$ 6,656,259	-0.6%	\$ 7,130,399	7.1%	\$ 474,140	\$ 6,905,327	-3.2%	\$ (225,072)	Annex Bldg, Lib HVAC, EPCR platform, 4 firefighters
Total General Fund	\$ 23,845,231	\$ 24,290,524	1.9%	\$ 28,698,907	18.1%	\$ 4,408,383	\$ 28,151,892	-1.9%	\$ (547,015)	
Special Revenue Funds										
Street Fund										
Salaries and Benefits	\$ 612,659	\$ 749,603	22.4%	\$ 813,547	8.5%	\$ 63,944	\$ 835,406	2.7%	\$ 21,859	Positions filled, seasonals
Supplies and Services	\$ 1,049,574	\$ 841,454	-19.8%	\$ 1,268,577	50.8%	\$ 427,123	\$ 1,202,659	-5.2%	\$ (65,918)	Transportation Plan, CDP 3 ERP
Intergovernmental	\$ 31,923	\$ 35,573	11.4%	\$ 38,504	8.2%	\$ 2,931	\$ 39,378	2.3%	\$ 874	Striping Program
Capital	\$ 754,027	\$ 770,036	2.1%	\$ 1,270,609	65.0%	\$ 500,573	\$ 913,887	-28.1%	\$ (356,722)	Preservation Prog, Traf signal controller upg, Brady & Grand Ridge, NW 6th Ave diet
Transfers to other funds	\$ 181,854	\$ 183,261	0.8%	\$ 188,393	2.8%	\$ 5,132	\$ 188,206	-0.1%	\$ (187)	Debt Service
Total Street Fund	\$ 2,630,037	\$ 2,579,927	-1.9%	\$ 3,579,630	38.7%	\$ 999,703	\$ 3,179,536	-11.2%	\$ (400,094)	
Tree Fund										
Supplies and Services										
Total Tree Fund										
C/W Fire and EMS Fund										
Salaries and Benefits	\$ 9,200,707	\$ 8,779,208	-4.6%	\$ 9,780,689	11.4%	\$ 1,001,481	\$ 10,577,872	8.2%	\$ 797,183	4 firefighters - 2 each year
Supplies and Services	\$ 1,849,544	\$ 1,398,370	-24.4%	\$ 1,798,119	28.6%	\$ 399,749	\$ 1,854,669	3.1%	\$ 56,550	Training and equipment, higher costs for med supp, Electronic Patient Care Rpt, ERP
Intergovernmental	\$ 165,732	\$ 148,605	-10.3%	\$ 170,951	15.0%	\$ 188,250	\$ 174,832	2.3%	\$ 3,881	CRESA rates
Capital	\$ 260,610	\$ 146,431	-43.8%	\$ 250,000	100.0%	\$ 103,569	\$ 600,000	140.0%	\$ 350,000	Ambulance and Engine
Transfer to other funds	\$ 95,388	\$ 67,081	-29.7%	\$ 41,343	100.0%	\$ (25,738)	\$ 41,378	0.1%	\$ 35	
Total C/W Fire and EMS Fund	\$ 11,571,981	\$ 10,539,695	-8.9%	\$ 12,041,102	14.2%	\$ 1,501,407	\$ 13,248,751	10.0%	\$ 1,207,649	
Lodging Tax Fund										
Supplies and Services	\$ 11,779	\$ 10,300	-12.6%	\$ 10,000	-2.9%	\$ (300)	\$ 10,000	0.0%	\$ -	Conservative with changing economic conditions
Total Lodging Tax Fund	\$ 11,779	\$ 10,300	-12.6%	\$ 10,000	-2.9%	\$ (300)	\$ 10,000	0.0%	\$ -	
Cemetery Fund										
Salaries and Benefits	\$ 121,541	\$ 121,294	-0.2%	\$ 126,060	3.9%	\$ 4,766	\$ 128,080	1.6%	\$ 2,020	Seasonal Help
Supplies and Services	\$ 103,923	\$ 72,852	-29.9%	\$ 119,869	64.5%	\$ 47,017	\$ 120,288	0.3%	\$ 419	
Total Cemetery Fund	\$ 225,464	\$ 194,146	-13.9%	\$ 245,929	26.7%	\$ 51,783	\$ 248,368	1.0%	\$ 2,439	
Debt Fund										
Unlimited GO Debt Service Fund										
Principal	\$ 579,000	\$ 603,000	4.1%	\$ -	-100.0%	\$ (603,000)	\$ -	\$ -	\$ -	Last Payment in 2020
Interest	\$ 43,734	\$ 22,311	-49.0%	\$ -	-100.0%	\$ (22,311)	\$ -	\$ -	\$ -	
Total Unlimited GO Debt Srv Fund	\$ 622,734	\$ 625,311	0.4%	\$ -	-100.0%	\$ (625,311)	\$ -	\$ -	\$ -	
Limited GO Debt Service Fund										
Principal	\$ 1,019,317	\$ 1,180,626	15.8%	\$ 1,334,101	13.0%	\$ 153,475	\$ 1,341,730	0.6%	\$ 7,629	1 maturity in 2021
Interest	\$ 831,484	\$ 1,043,347	25.5%	\$ 1,115,197	6.9%	\$ 71,850	\$ 1,071,393	-3.9%	\$ (43,804)	
Total Unlimited GO Debt Srv Fund	\$ 1,850,801	\$ 2,223,973	20.2%	\$ 2,449,298	10.1%	\$ 225,325	\$ 2,413,123	-1.5%	\$ (36,175)	
Capital Fund										
Real Estate Excise Tax Fund										
Supplies and Services	\$ 6,789	\$ 60,733	794.6%	\$ 48,130	-20.8%	\$ (12,603)	\$ 49,574	3.0%	\$ 1,444	
Capital	\$ 1,119,345	\$ 205,753	-81.6%	\$ 4,672,118	2170.7%	\$ 4,466,365	\$ 2,730,000	-41.6%	\$ (1,942,118)	CDBG Proj, Skate Park, ADA ramps, Currie Trail, 3rd Ave Bridge, Crown Park
Transfers to other funds	\$ 454,546	\$ 2,139,242	370.6%	\$ 1,462,073	-31.7%	\$ (677,169)	\$ 1,190,966	-18.5%	\$ (271,107)	Annex Building, Debt Service, Matching funds for NW 38th Ave
Total Real Estate Excise Tax Fund	\$ 1,580,680	\$ 2,405,728	52.2%	\$ 6,182,321	157.0%	\$ 3,776,593	\$ 3,970,540	-35.8%	\$ (2,211,781)	

	2019 Actual	2020 Projected	Change	2021 Budget	Annual % Change	2021 Change	2022 Budget	Annual % Change	2022 Change	Notes
Park Impact Fee Fund										
Capital	\$ 3,715	\$ 2,213	-40.4%	\$ 539,751	24290.0%	\$ 537,538	\$ 300,000	-44.4%	\$ (239,751)	Wildlife League Prop, East Lake Trail, Parklands to Heritage Trail
Transfers to other funds	\$ 431,876	\$ 432,229	0.1%	\$ 713,580	65.1%	\$ 281,351	\$ 712,920	-0.1%	\$ (660)	Lacamas Lodge and North Shore Debt Service
Total Park Impact Fee Fund	\$ 435,591	\$ 434,442	-0.3%	\$ 1,253,331	188.5%	\$ 818,889	\$ 1,012,920	-19.2%	\$ (240,411)	
Transportation Impact Fee Fund										
Transfers to other funds	\$ 771,559	\$ 775,385	0.5%	\$ 1,171,063	51.0%	\$ 395,678	\$ 801,359	-31.6%	\$ (369,704)	Debt Service for Transportation and Matching for NW 38th Ave. Phase 3
Total Transportation Impact Fee Fund	\$ 771,559	\$ 775,385	0.5%	\$ 1,171,063	51.0%	\$ 395,678	\$ 801,359	-31.6%	\$ (369,704)	
Fire Impact Fee Fund										
Transfers to other funds	\$ -	\$ -		\$ -		\$ -	\$ 360,000	100.0%	\$ 360,000	Debt Service for Fire Truck
Total Fire Impact Fee Fund	\$ -	\$ -		\$ -		\$ -	\$ 360,000	100.0%	\$ 360,000	
NW 38th Ave Phase 3 Construction										
Capital	\$ -	\$ -		\$ 766,000	100.0%	\$ 766,000	\$ 513,000	-33.0%	\$ (253,000)	Design and Right of Way
Total NW 38th Ave Phase 3 Construction	\$ -	\$ -		\$ 766,000	100.0%	\$ 766,000	\$ 513,000	-33.0%	\$ (253,000)	
Facilities Capital Fund										
Capital	\$ 73,134	\$ 42,201	-42.3%	\$ 889,874	2008.7%	\$ 847,673	\$ 500,000	-43.8%	\$ (389,874)	City Hall Generator, Annex Building, Community Center and Library HVAC
Total Facilities Capital Fund	\$ 73,134	\$ 42,201	-42.3%	\$ 889,874	2008.7%	\$ 847,673	\$ 500,000	-43.8%	\$ (389,874)	
Legacy Lands Project Fund										
Capital	\$ 4,001,029	\$ 9,685,965	100.0%	\$ 500,000	-94.8%	\$ (9,185,965)				Land Acquisitions and Rehabilitation of Leadbetter House
Total Legacy Lands Project Fund	\$ 4,001,029	\$ 9,685,965	100.0%	\$ 500,000	-94.8%	\$ (9,185,965)				
Lake And Everett Project Fund										
Capital	\$ 892,322	\$ 6,150,000	589.2%	\$ 100,000	-98.4%	\$ (6,050,000)				Completion of the Lake and Everett Intersection
Total Lake and Everett Project Fund	\$ 892,322	\$ 6,150,000	589.2%	\$ 100,000	-98.4%	\$ (6,050,000)				
Enterprise Funds										
Storm Water Fund										
Salaries and Benefits	\$ 521,020	\$ 678,915	30.3%	\$ 758,936	11.8%	\$ 80,021	\$ 783,752	3.3%	\$ 24,816	Seasonals
Supplies and Services	\$ 841,186	\$ 643,776	-23.5%	\$ 1,165,816	81.1%	\$ 522,040	\$ 1,183,974	1.6%	\$ 18,158	Hydroseeder, addtl maint activities
Intergovernmental	\$ 31,695	\$ 88,527	179.3%	\$ 67,023	-24.3%	\$ (21,504)	\$ 68,499	2.2%	\$ 1,476	DOE Permit
Capital	\$ 231,324	\$ 297,000	28.4%	\$ 885,750	198.2%	\$ 588,750	\$ 352,000	-60.3%	\$ (533,750)	Wetland Mitigation
Debt Service Payments	\$ 56,519	\$ 63,638	12.6%	\$ 60,037	100.0%	\$ (3,601)	\$ 59,871	-0.3%	\$ (166)	Wetland Mitigation Debt Service
Total Storm Water Fund	\$ 1,681,744	\$ 1,771,856	5.4%	\$ 2,937,562	65.8%	\$ 1,165,706	\$ 2,448,096	-16.7%	\$ (489,466)	
Solid Waste Fund										
Salaries and Benefits	\$ 481,085	\$ 472,328	-1.8%	\$ 502,081	6.3%	\$ 29,753	\$ 592,509	18.0%	\$ 90,428	New driver in 2021
Supplies and Services	\$ 1,808,177	\$ 1,950,206	7.9%	\$ 2,322,498	19.1%	\$ 372,292	\$ 2,409,166	3.7%	\$ 86,668	CDP 3 ERP System
Capital	\$ -	\$ -		\$ -		\$ -	\$ 500,000	100.0%	\$ 500,000	CDP 47 New Truck
Intergovernmental	\$ 118,659	\$ 106,887	-9.9%	\$ 133,817	25.2%	\$ 26,930	\$ 136,855	2.3%	\$ 3,038	
Total Solid Waste Fund	\$ 2,407,921	\$ 2,529,421	5.0%	\$ 2,958,396	17.0%	\$ 428,975	\$ 3,638,530	6.1%	\$ 180,134	
Water/Sewer Fund										
Salaries and Benefits	\$ 2,502,883	\$ 2,580,360	3.1%	\$ 3,001,211	16.3%	\$ 420,851	\$ 3,087,151	2.9%	\$ 85,940	Open positions filled
Supplies and Services	\$ 4,293,168	\$ 4,085,969	-4.8%	\$ 5,309,894	30.0%	\$ 1,223,925	\$ 5,492,525	3.4%	\$ 182,631	CDP 3 ERP
Intergovernmental	\$ 646,669	\$ 498,501	-22.9%	\$ 538,131	7.9%	\$ 39,630	\$ 550,347	2.3%	\$ 12,216	
Capital	\$ 229,992	\$ 511,523	122.4%	\$ 1,967,500	284.6%	\$ 1,455,977	\$ 2,050,000		\$ 82,500	CDP 16 Trailer Mounted Attenuator
Debt Service Payments	\$ 4,512,371	\$ 4,771,517	5.7%	\$ 4,534,608	-5.0%	\$ (236,909)	\$ 5,604,034	23.6%	\$ 1,069,426	Debt Service Schedules
Transfers to other funds	\$ 2,155,918	\$ 1,503,729	-30.3%	\$ 731,347	-51.4%	\$ (772,382)	\$ 447,794	-38.8%	\$ (283,553)	Matching funds for CDBG
Total Water/Sewer Fund	\$ 14,341,001	\$ 13,951,599	-2.7%	\$ 16,082,691	15.3%	\$ 2,131,092	\$ 17,231,851	7.1%	\$ 1,149,160	
W/S Capital Projects Fund										
Capital	\$ 1,749,030	\$ 1,697,610	-2.9%	\$ 1,040,000	-38.7%	\$ (657,610)	\$ 425,000	-59.1%	\$ (615,000)	CDP 49,50,54,55,56
Total W/S Capital Projects	\$ 1,749,030	\$ 1,697,610	-2.9%	\$ 1,040,000	-38.7%	\$ (657,610)	\$ 425,000	-59.1%	\$ (615,000)	
North Shore Sewer Construction Project										
Capital	\$ 503,649	\$ 3,018,778	499.4%	\$ 100,000	-96.7%	\$ (2,918,778)			\$ (100,000)	Lacamas Creek Pump Station, WWTP Gravity Thickener Project
Total North Shore Construction	\$ 503,649	\$ 3,018,778	499.4%	\$ 100,000	-96.7%	\$ (2,918,778)	\$ -	-100.0%	\$ (100,000)	

	2019 Actual	2020 Projected	Change	2021 Budget	Annual % Change	2021 Change	2022 Budget	Annual % Change	2022 Change	Notes
2019 Water Construction Projects										
Capital	\$ 622,481	\$ 3,336,784	436.0%	\$ 4,630,000	38.8%	\$ 1,293,216	\$ 500,000	-89.2%	\$ (4,130,000)	CDP 48,51,52,53
Transfers to other funds	\$ 10,589,785		-100.0%							
Total 2019 Water Construction Projects	\$ 11,212,266	\$ 3,336,784	-70.2%	\$ 4,630,000	38.8%	\$ 1,293,216	\$ 500,000	-100.0%	\$ (4,130,000)	
Water/Sewer Capital Reserve Fund										
Transfers to other funds	\$ 255,143	\$ -	-100.0%	\$ 1,365,000	100.0%	\$ 1,365,000	\$ -	-100.0%	\$ (1,365,000)	CDP48,49
Total Water/Sewer Cap. Fund	\$ 255,143	\$ -	-100.0%	\$ 1,365,000	100.0%	\$ 1,365,000	\$ -	-100.0%	\$ (1,365,000)	
Water/Sewer Bond Reserve Fund										
Transfers to other funds	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	
Total Water/Sewer Bond Res. Fund	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	
Internal Support Funds										
Equipment Rental Fund										
Salaries and Benefits	\$ 483,361	\$ 477,146	-1.3%	\$ 602,507	26.3%	\$ 125,361	\$ 615,431	2.1%	\$ 12,924	Mechanic FTE
Supplies and Services	\$ 524,771	\$ 562,831	7.3%	\$ 800,085	42.2%	\$ 237,254	\$ 629,005	-21.4%	\$ (171,080)	Improvements, Technology and Equipment
Capital	\$ 602,501	\$ 623,014	3.4%	\$ 346,992	-44.3%	\$ (276,022)	\$ 1,284,757	270.3%	\$ 937,765	Replacement Schedule
Total Equipment Rental Fund	\$ 1,610,633	\$ 1,662,991	3.3%	\$ 1,749,584	5.2%	\$ 86,593	\$ 2,529,193	44.6%	\$ 779,609	
Reserve Funds										
Firefighter's Pension Fund										
Salary and Benefits	\$ 1,200	\$ 3,500	100.0%	\$ 3,228	-7.8%	\$ (272)	\$ 3,302	2.3%	\$ 74	
Transfers to other funds	\$ 376,040	\$ 71,763	-80.9%	\$ 81,898	14.1%	\$ 10,135	\$ 86,508	5.6%	\$ 4,610	
Total Firefighters's Pension Fund	\$ 377,240	\$ 75,263	-80.0%	\$ 85,126	13.1%	\$ 9,863	\$ 89,810	5.5%	\$ 4,684	
Retiree Medical Benefits Fund										
Salary and Benefits	\$ 139,375	\$ 127,589	-8.5%	\$ 127,583	0.0%	\$ (6)	\$ 130,942	2.6%	\$ 3,359	
Total Retiree Medical Fund	\$ 139,375	\$ 127,589	-8.5%	\$ 127,583	0.0%	\$ (6)	\$ 130,942	2.6%	\$ 3,359	
LEOFF 1 Disability Board										
Salary and Benefits	\$ 304,578	\$ 142,450	-53.2%	\$ 157,124	100.0%	\$ 14,674	\$ 166,551	6.0%	\$ 9,427	
Total LEOFF 1 Disability Fund	\$ 304,578	\$ 142,450	-53.2%	\$ 157,124	100.0%	\$ 14,674	\$ 166,551	6.0%	\$ 9,427	

City of Camas
General Fund Expenditure Budget Summary for 2021-2022

	2019 Actual	2020 Projected	Change	2021 Budget	Annual % Change	2021 Change	2022 Budget	Annual % Change	2022 Change	Notes
Legislative										
Salaries and Benefits	\$ 163,512	\$ 166,334	1.7%	\$ 178,289	7.2%	\$ 11,955	\$ 182,211	2.2%	\$ 3,922	COVID-19 Impact on temp staffing
Supplies and Services	\$ 15,157	\$ 4,850	-68.0%	\$ 14,134	191.4%	\$ 9,284	\$ 14,456	2.3%	\$ 322	COVID-19 impact travel & mtg exp
Total Legislative	\$ 178,669	\$ 171,184	-4.2%	\$ 192,423	12.4%	\$ 21,239	\$ 196,667	2.2%	\$ 4,244	
Judicial										
Salaries and Benefits	\$ 210,536	\$ 230,778	9.6%	\$ 241,783	4.8%	\$ 11,005	\$ 247,637	2.4%	\$ 5,854	New Ct Clerk hired in 2019
Supplies and Services	\$ 189,786	\$ 172,628	-9.0%	\$ 223,306	29.4%	\$ 50,678	\$ 158,375	-29.1%	\$ (64,931)	Security Upgrades delayed to 2021
Intergovernmental	\$ 95,808	\$ 91,842	-4.1%	\$ 93,517	1.8%	\$ 1,675	\$ 95,640	2.3%	\$ 2,123	County costs remain status quo
Total Judicial	\$ 496,130	\$ 495,248	-0.2%	\$ 558,606	12.8%	\$ 63,358	\$ 501,652	-10.2%	\$ (56,954)	
Executive										
Salaries and Benefits	\$ 315,694	\$ 337,454	6.9%	\$ 442,824	31.2%	\$ 105,370	\$ 457,114	3.2%	\$ 14,290	New Communications Director
Supplies and Services	\$ 52,006	\$ 118,161	127.2%	\$ 259,997	120.0%	\$ 141,836	\$ 95,380	-63.3%	\$ (164,617)	Comm Survey, Fac Study, Equity
Intergovernmental	\$ 16,651	\$ 4,221	-74.7%	\$ 21,562	410.8%	\$ 17,341	\$ 22,052	2.3%	\$ 490	Community Outreach
Total Executive	\$ 384,351	\$ 459,836	19.6%	\$ 724,383	57.5%	\$ 264,547	\$ 574,546	-20.7%	\$ (149,837)	
Finance										
Salaries and Benefits	\$ 1,156,364	\$ 1,176,059	1.7%	\$ 1,228,104	4.4%	\$ 52,045	\$ 1,252,768	2.0%	\$ 24,664	Staffing changes
Supplies and Services	\$ 219,310	\$ 222,769	1.6%	\$ 448,088	101.1%	\$ 225,319	\$ 668,845	49.3%	\$ 220,757	CDP 3 ERP
Intergovernmental	\$ 39,245	\$ 63,558	62.0%	\$ 65,234	2.6%	\$ 1,676	\$ 66,714	2.3%	\$ 1,480	State Auditor Increases
Total Finance	\$ 1,414,919	\$ 1,462,386	3.4%	\$ 1,741,426	19.1%	\$ 279,040	\$ 1,988,327	14.2%	\$ 246,901	
Legal										
Supplies and Services	\$ 145,837	\$ 126,409	-13.3%	\$ 168,040	32.9%	\$ 41,631	\$ 172,722	2.8%	\$ 4,682	Contract increases and travel
Total Legal	\$ 145,837	\$ 126,409	-13.3%	\$ 168,040	32.9%	\$ 41,631	\$ 172,722	2.8%	\$ 4,682	
Human Resources										
Salaries and Benefits	\$ 170,734	\$ 174,711	2.3%	\$ 279,638	60.1%	\$ 104,927	\$ 291,065	4.1%	\$ 11,427	Staff Allocation
Supplies and Services	\$ 15,756	\$ 57,674	266.0%	\$ 110,124	90.9%	\$ 52,450	\$ 112,624	2.3%	\$ 2,500	FML Placeholder
Total Human Resources	\$ 186,490	\$ 232,385	24.6%	\$ 389,762	67.7%	\$ 157,377	\$ 403,689	3.6%	\$ 13,927	
Administrative Services										
Salaries and Benefits	\$ 149,850	\$ 154,704	3.2%	\$ 159,780	3.3%	\$ 5,076	\$ 163,343	2.2%	\$ 3,563	
Supplies and Services	\$ 204,067	\$ 125,422	-38.5%	\$ 199,254	58.9%	\$ 73,832	\$ 203,778	2.3%	\$ 4,524	Retirement hold
Intergovernmental	\$ 56,800	\$ 42,447	-25.3%	\$ 63,655	50.0%	\$ 21,208	\$ 65,100	2.3%	\$ 1,445	
Total Administrative Services	\$ 410,717	\$ 322,573	-21.5%	\$ 422,689	31.0%	\$ 100,116	\$ 432,221	2.3%	\$ 9,532	
Law Enforcement										
Salaries and Benefits	\$ 4,478,192	\$ 4,842,498	8.1%	\$ 5,025,466	3.8%	\$ 182,968	\$ 5,110,964	1.7%	\$ 85,498	SRO & OT for Rec Clerk Support
Supplies and Services	\$ 629,225	\$ 617,058	-1.9%	\$ 766,706	24.3%	\$ 149,648	\$ 775,530	1.2%	\$ 8,824	New Vehicles rental rates
Intergovernmental	\$ 271,368	\$ 230,345	-15.1%	\$ 373,496	62.1%	\$ 143,151	\$ 396,839	6.2%	\$ 23,343	SWAT/CRESA Costs
Capital	\$ 57,962	\$ 174,300		\$ -	100.0%	\$ (174,300)	\$ -	-100.0%	\$ -	
Total Law Enforcement	\$ 5,436,747	\$ 5,864,201	7.9%	\$ 6,165,668	5.1%	\$ 301,467	\$ 6,283,333	1.9%	\$ 117,665	

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	2019 Actual	2020 Projected	Change	2021 Budget	Annual % Change	2021 Change	2022 Budget	Annual % Change	2022 Change	Notes
Detention and Correction										
Salaries and Benefits	\$ 100,646	\$ 91,262	-9.3%	\$ 107,503	17.8%	\$ 16,241	\$ 110,328	2.6%	\$ 2,825	
Supplies and Services	\$ 54,143	\$ 56,134	3.7%	\$ 82,900	47.7%	\$ 26,766	\$ 84,779	2.3%	\$ 1,879	
Intergovernmental	\$ 141,184	\$ 274,288	94.3%	\$ 255,801	-6.7%	\$ (18,487)	\$ 261,607	2.3%	\$ 5,806	Jail Costs
Total Detention and Correction	\$ 295,973	\$ 421,684	42.5%	\$ 446,204	5.8%	\$ 24,520	\$ 456,714	2.4%	\$ 10,510	
Information Services										
Salaries and Benefits	\$ 547,945	\$ 558,364	1.9%	\$ 581,624	4.2%	\$ 23,260	\$ 595,167	2.3%	\$ 13,543	
Supplies and Services	\$ 239,671	\$ 278,887	16.4%	\$ 317,756	13.9%	\$ 38,869	\$ 324,968	2.3%	\$ 7,212	
Capital	\$ 27,987	\$ 50,000	100.0%	\$ 150,000	200.0%	\$ 100,000	\$ 50,000	-66.7%	\$ (100,000)	Phone System & Voicemail in 2021
Total Information Services	\$ 815,603	\$ 887,251	8.8%	\$ 1,049,380	18.3%	\$ 162,129	\$ 970,135	-7.6%	\$ (79,245)	
Engineering										
Salaries and Benefits	\$ 1,329,511	\$ 1,412,551	6.2%	\$ 1,630,801	15.5%	\$ 218,250	\$ 1,682,641	3.2%	\$ 51,840	Eng III, .5 Adm Support
Supplies and Services	\$ 110,556	\$ 82,730	-25.2%	\$ 191,150	131.1%	\$ 108,420	\$ 189,006	-1.1%	\$ (2,144)	Temps
Intergovernmental	\$ 21,721	\$ -		\$ -		\$ -	\$ -		\$ -	
Total Engineering	\$ 1,461,788	\$ 1,495,281	2.3%	\$ 1,821,951	21.8%	\$ 326,670	\$ 1,871,647	2.7%	\$ 49,696	
Community Development										
Salaries and Benefits	\$ 284,777	\$ 189,799	-33.4%	\$ 304,701	60.5%	\$ 114,902	\$ 314,405	3.2%	\$ 9,704	Fill vacant position
Supplies and Services	\$ 16,469	\$ 6,258	-62.0%	\$ 468,090	7379.9%	\$ 461,832	\$ 64,121	-86.3%	\$ (403,969)	CDP 3 ERP
Total Community Development	\$ 301,246	\$ 196,057	-34.9%	\$ 772,791	294.2%	\$ 576,734	\$ 378,526	-51.0%	\$ (394,265)	
Planning										
Salaries and Benefits	\$ 576,910	\$ 601,556	4.3%	\$ 617,742	2.7%	\$ 16,186	\$ 636,768	3.1%	\$ 19,026	
Supplies and Services	\$ 74,222	\$ 99,774	34.4%	\$ 424,571	325.5%	\$ 324,797	\$ 168,305	-60.4%	\$ (256,266)	ODP 8 Comp Plan
Intergovernmental	\$ 48,121	\$ 105,224	118.7%	\$ 107,634	2.3%	\$ 2,410	\$ 110,078	2.3%	\$ 2,444	
Total Planning	\$ 699,253	\$ 806,554	15.3%	\$ 1,149,947	42.6%	\$ 343,393	\$ 915,151	-20.4%	\$ (234,796)	
Animal Control										
Supplies and Services	\$ 140	\$ 512	265.7%	\$ 526	2.7%	\$ 14	\$ 538	2.3%	\$ 12	
Intergovernmental	\$ 108,018	\$ 103,127	-4.5%	\$ 128,000	24.1%	\$ 24,873	\$ 132,000	3.1%	\$ 4,000	New Humane Soc Contract
Total Animal Control	\$ 108,158	\$ 103,639	-4.2%	\$ 128,526	24.0%	\$ 24,887	\$ 132,538	3.1%	\$ 4,012	
Parks and Recreation										
Salaries and Benefits	\$ 437,922	\$ 417,895	-4.6%	\$ 460,698	10.2%	\$ 42,803	\$ 468,972	1.8%	\$ 8,274	
Supplies and Services	\$ 376,302	\$ 198,934	-47.1%	\$ 484,269	143.4%	\$ 285,335	\$ 346,829	-28.4%	\$ (137,440)	Parks Comp Plan
Total Parks and Recreation	\$ 814,224	\$ 616,829	-24.2%	\$ 944,967	53.2%	\$ 328,138	\$ 815,801	-13.7%	\$ (129,166)	
Parks Maintenance										
Salaries and Benefits	\$ 550,874	\$ 763,368	38.6%	\$ 833,695	9.2%	\$ 70,327	\$ 858,307	3.0%	\$ 24,612	ODP 5 Maint Worker
Supplies and Services	\$ 459,988	\$ 404,064	-12.2%	\$ 668,586	65.5%	\$ 264,522	\$ 627,514	-6.1%	\$ (41,072)	ODP 12 Hydroseeder, CDP Tennis Crt
Intergovernmental	\$ -	\$ 10,006	100.0%	\$ 15,410	54.0%	\$ 5,404	\$ 15,759	2.3%	\$ 349	
Capital	\$ 324,436	\$ 20,000	-93.8%	\$ 125,000	525.0%	\$ 105,000	\$ 399,000	219.2%	\$ 274,000	CDP 33, CDP 34, CDP 35
Total Parks Maintenance	\$ 1,335,298	\$ 1,197,438	-10.3%	\$ 1,642,691	37.2%	\$ 445,253	\$ 1,900,580	15.7%	\$ 257,889	

	2019 Actual	2020 Projected	Change	2021 Budget	Annual % Change	2021 Change	2022 Budget	Annual % Change	2022 Change	Notes
Building										
Salaries and Benefits	\$ 648,084	\$ 684,230	5.6%	\$ 716,929	4.8%	\$ 32,699	\$ 732,974	2.2%	\$ 16,045	
Supplies and Services	\$ 38,943	\$ 58,358	49.9%	\$ 63,789	9.3%	\$ 5,431	\$ 65,237	2.3%	\$ 1,448	
Capital	\$ 21,721	\$ -	-100.0%							Vehicle in 2019
Total Building	\$ 708,748	\$ 742,588	4.8%	\$ 780,718	5.1%	\$ 38,130	\$ 798,211	2.2%	\$ 17,493	
Central Services										
Salaries and Benefits	\$ 95,565	\$ 116,433	21.8%	\$ 201,164	72.8%	\$ 84,731	\$ 204,820	1.8%	\$ 3,656	ODP 2 Maint Worker and Reclass
Supplies and Services	\$ 146,132	\$ 136,056	-6.9%	\$ 181,428	33.3%	\$ 45,372	\$ 185,547	2.3%	\$ 4,119	Facilities Condition Assessment
Vehicle				\$ 25,000	100.0%	\$ 25,000		-100.0%	\$ (25,000)	ODP 2 Truck
Total Central Services	\$ 241,697	\$ 252,489	4.5%	\$ 407,592	61.4%	\$ 155,103	\$ 390,367	-4.2%	\$ (17,225)	
Library										
Salaries and Benefits	\$ 1,205,308	\$ 1,198,173	-0.6%	\$ 1,294,008	8.0%	\$ 95,835	\$ 1,335,031	3.2%	\$ 41,023	Positions filled
Supplies and Services	\$ 351,647	\$ 420,930	19.7%	\$ 605,532	43.9%	\$ 184,602	\$ 563,845	-6.9%	\$ (41,687)	Repairs, Sec Sys, ODP 7
Capital	\$ 154,752	\$ 161,126	0.0%	\$ 161,205	0.0%	\$ 79	\$ 164,864	2.3%	\$ 3,659	
Total Library	\$ 1,711,707	\$ 1,780,229	4.0%	\$ 2,060,745	15.8%	\$ 280,516	\$ 2,063,740	0.1%	\$ 2,995	
Support to Other Funds										
Transfers to Other Funds	\$ 6,697,685	\$ 6,698,365	0.0%	\$ 7,184,509	7.3%	\$ 486,144	\$ 6,966,042	-3.0%	\$ (218,467)	Firefighters, SCBAs, Truck, Amb
Total Support to Other Funds	\$ 6,697,685	\$ 6,698,365	0.0%	\$ 7,184,509	7.3%	\$ 486,144	\$ 6,966,042	-3.0%	\$ (218,467)	
TOTAL GENERAL FUND	\$ 23,845,240	\$ 24,332,626	2.0%	\$ 28,753,018	18.2%	\$ 4,420,392	\$ 28,212,609	-1.9%	\$ (540,409)	

City of Camas 2021-2022 Revenue Budget

Fund	Taxes	Licenses & Permits	Inter-governmental Revenue	Charges For Services	Fines & Forfeits	Misc. Revenue	Other Financing Sources	Interfund Transfers	Beginning Fund Balance	Total
General Government Operations										
General Fund	\$ 39,621,845	\$ 1,672,194	\$ 1,297,596	\$ 9,862,182	\$ 360,095	\$ 701,659	\$ -	\$ -	\$ 10,095,317	\$ 63,610,888
Special Revenue										
Street Fund			1,271,219	-		78,832		5,793,746	1,514,261	8,658,058
Tree Fund						611			15,508	16,119
Camas/Washougal Fire and EMS	4,863,226	146,676	2,580	10,848,759	35,380	87,480	-	7,576,120	3,915,306	27,475,527
Lodging Tax	25,166					1,659			27,245	54,070
Cemetery				119,608		1,519		400,000	115,547	636,674
Sub Total	4,888,392	146,676	1,273,799	10,968,367	35,380	170,101	-	13,769,866	5,587,867	36,840,448
Debt Service										
Unlimited G.O. Bond Debt Service	-								10,838	10,838
Limited G.O. Bond Debt Service								4,862,421	-	4,862,421
Sub Total	-	-	-	-	-	-	-	4,862,421	10,838	4,873,259
Capital Projects										
Real Estate Excise Tax Capital	4,417,714		5,072,118			517,767		160,000	6,862,137	17,029,736
Park Impact Fee Capital				3,262,352		184,969			4,567,847	8,015,168
Transportation Impact Fee Capital				4,032,260		106,764			2,888,262	7,027,286
Fire Impact Fee				523,899		47,498			1,070,078	1,641,475
NW 38th Ave Phase 3 Construction			813,000					466,000	403,540	1,682,540
Facilities Capital Fund								1,389,874	58,281	1,448,155
Legacy Lands Project						20,000			532,812	552,812
Lake and Everett Construction							100,000		-	100,000
Sub Total	4,417,714	-	5,885,118	7,818,511	-	876,998	100,000	2,015,874	16,382,957	37,497,172
Enterprise										
Storm Water Utility				3,819,107		149,896			2,712,762	6,681,765
City Solid Waste				6,316,204		155,596			3,199,962	9,671,762
Water-Sewer				28,883,802		715,584			11,576,004	41,175,390
Water-Sewer Capital Projects								1,465,000	-	1,465,000
North Shore Sewer Construction Project									100,000	100,000
2019 Water Construction Projects								925,000	8,553,816	9,478,816
Water-Sewer Capital Reserve				12,861,565		232,983			12,406,817	25,501,365
Water-Sewer Bond Reserve						68,088			1,713,107	1,781,195
Sub Total	-	-	-	51,880,678	-	1,322,147	-	2,390,000	40,262,468	95,855,293
Internal Support										
Equipment Rental				3,537,049		55,869			2,453,721	6,046,639
Reserves										
Firefighter's Pension						74,221			1,385,870	1,460,091
Retiree Medical								257,718	42,976	300,694
LEOFF 1 Disability Board								323,675	446,266	769,941
Sub Total	-	-	-	-	-	74,221	-	581,393	1,875,112	2,530,726
Total	\$ 48,927,951	\$ 1,818,870	\$ 8,456,513	\$ 84,066,787	\$ 395,475	\$ 3,200,995	\$ 100,000	\$ 23,619,554	\$ 76,668,280	\$ 247,254,425

City of Camas 2021-2022 Expenditure Budget

Fund	Salaries & Wages	Personnel Benefits	Supplies	Other Services & Charges	Inter-governmental Services/Taxes	Interfund Transfers	Debt Services	Capital Outlay	Total	Ending Fund Balance
General Government Operations										
General Fund	\$ 20,396,020	\$ 8,553,244	\$ 963,530	\$ 9,537,112	\$ 2,290,098	\$ 14,035,726	\$ -	\$ 1,075,069	\$ 56,850,799	\$ 6,760,089
Special Revenue										
Street Fund	1,128,434	520,519	154,162	2,317,073	77,882	376,599		2,184,496	6,759,165	1,898,892
Tree Fund				-					-	16,119
Camas/Washougal Fire and EMS	15,243,120	5,115,441	850,427	2,802,362	345,783	82,721		850,000	25,289,854	2,185,674
Lodging Tax				20,000					20,000	34,070
Cemetery	171,371	82,769	43,934	196,223					494,297	142,377
Sub Total	16,542,925	5,718,729	1,048,523	5,335,658	423,665	459,320	-	3,034,496	32,563,316	4,277,132
Debt Service										
Unlimited G.O. Bond Debt Service									-	10,838
Limited G.O. Bond Debt Service							4,862,421		4,862,421	-
Sub Total							4,862,421		4,862,421	10,838
Capital Projects										
Real Estate Excise Tax Capital				97,704		2,653,039		7,402,118	10,152,861	6,876,875
Park Impact Fee Capital				-		1,426,500		839,751	2,266,251	5,748,917
Transportation Impact Fee Capital						1,972,422			1,972,422	5,054,864
Fire Impact Fee						360,000			360,000	1,281,475
NW 38th Ave Phase 3 Construction								1,279,000	1,279,000	403,540
Facilities Capital Fund								1,389,874	1,389,874	-
Legacy Lands Project								500,000	500,000	52,812
Lake and Everett Construction								100,000	100,000	-
Sub Total	-	-	-	97,704	-	6,411,961	-	11,510,743	18,020,408	19,418,483
Enterprise										
Storm Water Utility	1,009,991	532,697	77,019	2,272,771	135,522		119,908	1,237,750	5,385,658	1,296,107
City Solid Waste	739,636	354,954	99,264	4,632,400	270,672			500,000	6,596,926	3,074,836
Water-Sewer	4,199,777	1,888,585	1,844,149	8,958,270	1,088,478	1,179,141	10,138,642	4,017,500	33,314,542	7,860,848
Water-Sewer Capital Projects								1,465,000	1,465,000	-
North Shore Sewer Construction Project								100,000	100,000	-
2019 Water Construction Projects								5,130,000	5,130,000	4,348,816
Water-Sewer Capital Reserve						1,365,000			1,365,000	24,136,365
Water-Sewer Bond Reserve										1,781,195
Sub Total	5,949,404	2,776,236	2,020,432	15,863,441	1,494,672	2,544,141	10,258,550	12,450,250	53,357,126	42,498,167
Internal Support										
Equipment Rental	864,937	353,001	561,518	867,572				1,631,749	4,278,777	1,767,862
Reserves										
Firefighter's Pension		6,530				168,406			174,936	1,285,155
Retiree Medical		258,525							258,525	42,169
LEOFF 1 Disability Board		323,675							323,675	446,266
Sub Total	-	588,730	-	-	-	168,406	-	-	757,136	1,773,590
Total	\$ 43,753,286	17,989,940	4,594,003	31,701,487	4,208,435	23,619,554	15,120,971	29,702,307	170,689,983	76,017,726

City of Camas 2021-2022 Biennial Budget

FTE Employees by Service Area and Department

Community Services

Library

Library Director	LIB.FTE.01
Tech & Collections Manager	LIB.FTE.02
Program & Outreach Coord	LIB.FTE.03
Circulation Service Specialist	LIB.FTE.04
Library Support Assistant	LIB.FTE.11
<i>Library Associate</i>	<i>LIB.FTE.06</i>
Library Associate	LIB.FTE.07
Library Associate	LIB.FTE.08
<i>Library Associate</i>	<i>LIB.FTE.12</i>
Library Associate	LIB.FTE.13
Library Associate	LIB.FTE.14
Library Aide	LIB.PTE.12
Library Aide	LIB.PTE.13
Library Aide	LIB.PTE.14
Library Aide	LIB.PTE.15
<i>Library Aide</i>	<i>LIB.PTE.16</i>
<i>Library Aide</i>	<i>LIB.PTE.17</i>
<i>Library Aide</i>	<i>LIB.PTE.18</i>
Sub Library Associate	LIB.TMP.19
Sub Library Associate	LIB.TMP.20
Sub Library Associate	LIB.TMP.22
Sub Library Associate	LIB.TMP.27
Sub Library Associate	LIB.TMP.26
Sub Aide	LIB.TMP.21
Sub Aide	LIB.TMP.23
Sub Aide	LIB.TMP.24
Sub Aide	LIB.TMP.25

Parks and Recreation

Parks & Rec Director	PNR.FTE.01
Rec Coordinator	PNR.FTE.03
Rec Coordinator	PNR.PTE.04
Rec Facilities Coordinator	PNR.FTE.02
Recreation Leader	PNR.TMP.05
<i>Recreation Leader</i>	<i>PNR.TMP.06</i>
Recreation Leader	PNR.TMP.07
Recreation Leader	PNR.TMP.08
Recreation Leader	PNR.TMP.09
Recreation Leader	PNR.TMP.10
Recreation Leader	PNR.TMP.11
Recreation Leader	PNR.TMP.12
Recreation Leader	PNR.TMP.13

Recreation Leader	PNR.TMP.14
<i>Recreation Leader</i>	<i>PNR.TMP.15</i>
<i>Recreation Leader</i>	<i>PNR.TMP.16</i>
Recreation Aide	PNR.TMP.17
Recreation Aide	PNR.TMP.18
Recreation Aide	PNR.TMP.19

General Government

Administration

City Administrator	EXE.FTE.02
Admin Services Director	ADM.FTE.01
Communications Director	EXE.FTE.03
Information Tech Director	TEC.FTE.01
IT Systems Analyst/Programmer	TEC.FTE.04
IT Network Administrator	TEC.FTE.02
IT Support Specialist	TEC.FTE.03
Admin Asst/Deputy City Clerk	ADM.FTE.02
Human Resources Assistant	HRS.FTE.01
Administrative Support Asst II	ADM.FTE.03
Student Intern - Legislative	LEG.INT.08
Student Intern - IT	TEC.INT.05

Finance

Finance Director	FIN.FTE.01
Assistant Finance Director	FIN.FTE.13
Accountant	FIN.FTE.03
Financial Analyst	FIN.FTE.04
<i>Accounting Assistant</i>	<i>FIN.FTE.05</i>
Accounting Assistant	FIN.FTE.11
Accounting Assistant	FIN.FTE.12
Financial Assistant	FIN.FTE.07
Financial Assistant	FIN.FTE.08
Financial Assistant	FIN.FTE.09
<i>Student Intern-Finance</i>	<i>FIN.INT.10</i>

Infrastructure

Community Development

Community Development Director	CDV.FTE.01
Planning Manager	PLN.FTE.01
Building Official	BLD.FTE.01
Project Manager	ENG.FTE.03
Sr Planner	PLN.FTE.02
Sr Planner	PLN.FTE.03
Engineer II	ENG.FTE.07
Plans Examiner	BLD.FTE.04
Plans Examiner	BLD.FTE.05
Engineer I	ENG.FTE.10

	Sr Engineering Tech	ENG.FTE.11
	Building Inspector I	BLD.FTE.02
	Building Inspector I	BLD.FTE.03
	Engineering Tech	ENG.FTE.12
	Assistant Planner	PLN.FTE.04
	Sr Permit Tech	BLD.FTE.06
	<i>Permit Tech</i>	<i>BLD. PTE.08</i>
	Permit Tech	BLD.FTE.07
	<i>Planning Intern</i>	<i>PLN.INT.06</i>
Public Works	Public Works Director	WSW.FTE.01
	Engineering Manager	ENG.FTE.01
	Utilities Manager	WSW.FTE.02
	Public Works Op Supervisor	STR.FTE.01
	Project Manager	ENG.FTE.02
	Operations Supervisor - WWTP	WWT.FTE.01
	<i>Operations Supervisor W/S</i>	WSW.FTE.03
	Engineer III	ENG.FTE.04
	Engineer II	ENG.FTE.05
	Lead WW Treatment Plant Operator	WWT.FTE.09
	Lead Mechanic	ERR.FTE.02
	WW Treatment Plant Operator	WWT.FTE.02
	WW Treatment Plant Operator	WWT.FTE.03
	WW Treatment Plant Operator	WWT.FTE.04
	WW Treatment Plant Operator	WWT.FTE.05
	WW Treatment Plant Operator	WWT.FTE.06
	WW Treatment Plant Operator	WWT.FTE.07
	Lead Utility Mtc Worker	WSW.FTE.05
	Lead Maintenance Worker	STM.FTE.04
	Lead Maintenance Worker	STR.FTE.02
	Lead Grounds Worker	PMT.FTE.01
	Water Supply Operator	WSW.FTE.06
	Engineer I	ENG.FTE.08
	Engineer I	ENG.FTE.09
	Lead Sanitation Worker	SAN.FTE.01
	Sewer Maintenance Worker	WSW.FTE.20
	Mechanic	ERR.FTE.03
	Mechanic	ERR.FTE.04
	<i>Mechanic</i>	ERR.FTE.05
	Sr Utility Mtc Worker	WSW.FTE.07
	Sr Utility Mtc Worker	WSW.FTE.08
	Senior Maintenance Worker	STM.FTE.05
	Sr Maintenance Worker	STR.FTE.04
	Sr Grounds Worker	PMT.FTE.02
	Sr Grounds Worker	CEM.FTE.01
	Facilities Op Specialist	CSV.FTE.01
	Sr Admin Support Asst	ENG.FTE.13

Sr Admin Support Asst	ERR.FTE.01
Sr Admin Support Asst	WSW.FTE.04
Utility Mtc Worker II	WSW.FTE.10
Utility Mtc Worker II	WSW.FTE.11
Sanitation Worker	SAN.FTE.02
Sanitation Worker	SAN.FTE.03
Sanitation Worker	SAN.FTE.04
<i>Sanitation Worker</i>	
Maintenance Worker II	STM.FTE.03
Maintenance Worker II	STR.FTE.05
Maintenance Worker II	STR.FTE.06
Grounds Worker II	PMT.FTE.08
<i>Utility Mtc Worker I</i>	WSW.FTE.12
Utility Mtc Worker I	WSW.FTE.13
Utility Mtc Worker I	WSW.FTE.14
Utility Mtc Worker I	WSW.FTE.15
Utility Mtc Worker I	WSW.FTE.16
Utility Mtc Worker I	WSW.FTE.17
<i>Utility Mtc Worker I</i>	WSW.FTE.18
<i>Utility Mtc Worker I</i>	WSW.FTE.19
Maintenance Worker I	STM.FTE.02
Maintencane Worker I	STR.FTE.03
<i>Maintenance Worker I</i>	STR.FTE.07
Maintenance Worker I	STR.FTE.08
Grounds Worker I	PMT.FTE.04
Grounds Worker I	PMT.FTE.05
Grounds Worker I	PMT.FTE.06
Grounds Worker I	PMT.FTE.07
<i>Grounds Worker I</i>	
<i>Facilities Maintenance Worker</i>	
<i>Admin Support Asst</i>	ENG.PTE.14
Custodial Aide	ERR.PTE.06
Temp Engineering Technician	ENG.TMP.17
Temp Engineering Technician	ENG.TMP.18
Student Intern - Engineering	ENG.INT.15
Student Intern - Engineering	ENG.INT.16

Public Safety

Fire and EMS

Fire Chief	EMS.FTE.01
Div Chief of Emerg Med Service	EMS.FTE.02
Div Chief Fire Marshal	FIR.FTE.05
Battalion Chief	FIR.FTE.02
Battalion Chief	FIR.FTE.03
Battalion Chief	FIR.FTE.04
Battalion Chief	FIR.FTE.48

Fire Captain/Paramedic	FIR.FTE.13
<i>Fire Captain/Paramedic</i>	FIR.FTE.14
Fire Captain/Paramedic	FIR.FTE.15
Fire Captain/Paramedic	FIR.FTE.16
Fire Captain/Paramedic	FIR.FTE.17
Fire Captain/Paramedic	FIR.FTE.46
Deputy Fire Marshal	FIR.FTE.06
Deputy Fire Marshal	FIR.FTE.07
Fire Captain	FIR.FTE.10
Fire Captain	FIR.FTE.11
Fire Captain	FIR.FTE.39
Firefighter/Paramedic	EMS.FTE.04
Firefighter/Paramedic	EMS.FTE.05
Firefighter/Paramedic	EMS.FTE.06
Firefighter/Paramedic	EMS.FTE.07
Firefighter/Paramedic	EMS.FTE.08
Firefighter/Paramedic	EMS.FTE.09
Firefighter/Paramedic	EMS.FTE.10
Firefighter/Paramedic	EMS.FTE.11
Firefighter/Paramedic	EMS.FTE.12
Firefighter/Paramedic	EMS.FTE.13
Firefighter/Paramedic	EMS.FTE.14
Firefighter/Paramedic	EMS.FTE.15
Firefighter/Paramedic	EMS.FTE.16
Firefighter/Paramedic	EMS.FTE.17
Firefighter/Paramedic	EMS.FTE.18
Firefighter/Paramedic	EMS.FTE.19
Firefighter/Paramedic	EMS.FTE.20
Firefighter/Paramedic	FIR.FTE.18
Firefighter/Paramedic	FIR.FTE.19
Firefighter/Paramedic	FIR.FTE.20
Firefighter/Paramedic	FIR.FTE.21
Firefighter/Paramedic	FIR.FTE.22
Firefighter/Paramedic	FIR.FTE.23
Firefighter/Paramedic	FIR.FTE.24
Firefighter/Paramedic	FIR.FTE.32
Firefighter/Paramedic	FIR.FTE.38
Firefighter/Paramedic	FIR.FTE.40
Firefighter/Paramedic	FIR.FTE.41
Firefighter/Paramedic	FIR.FTE.42
Firefighter/Paramedic	FIR.FTE.43
Firefighter/Paramedic	FIR.FTE.44
Firefighter/Paramedic	FIR.FTE.45
Firefighter/Paramedic	FIR.FTE.47
<i>Firefighter/Paramedic</i>	
<i>Firefighter/Paramedic</i>	
<i>Firefighter/Paramedic</i>	

	<i>Firefighter/Paramedic</i>	
	Firefighter	FIR.FTE.26
	Firefighter	FIR.FTE.28
	Firefighter	FIR.FTE.29
	Firefighter	FIR.FTE.30
	Firefighter	FIR.FTE.31
	Firefighter	FIR.FTE.33
	Firefighter	FIR.FTE.36
	Firefighter	FIR.FTE.37
	Sr Admin Support Asst	EMS.FTE.03
	Administrative Support Asst II	FIR.FTE.08
Police	Police Chief	POL.FTE.01
	Police Captain	POL.FTE.02
	Police Sergeant	POL.FTE.03
	Police Sergeant	POL.FTE.04
	Police Sergeant	POL.FTE.05
	Police Sergeant	POL.FTE.06
	Police Sergeant	POL.FTE.07
	Police Sergeant	POL.FTE.08
	Police Officer	POL.FTE.09
	Police Officer	POL.FTE.10
	Police Officer	POL.FTE.11
	Police Officer	POL.FTE.12
	Police Officer	POL.FTE.13
	Police Officer	POL.FTE.14
	Police Officer - SRO	POL.FTE.15
	Police Officer	POL.FTE.16
	Police Officer - SRO	POL.FTE.17
	Police Officer	POL.FTE.18
	Police Officer	POL.FTE.19
	Police Officer	POL.FTE.20
	Police Officer	POL.FTE.21
	Police Officer	POL.FTE.22
	Police Officer	POL.FTE.23
	Police Officer	POL.FTE.24
	Police Officer	POL.FTE.25
	Police Officer	POL.FTE.30
	Police Officer	POL.FTE.31
	Police Officer	POL.FTE.32
	Police Officer	POL.FTE.33
	<i>Police Officer</i>	POL.FTE.34
	Code Enforcement	POL.FTE.26
	Lead Police Records Clerk	POL.FTE.27
	Police Records Clerk/Disp II	POL.FTE.28
	Police Records Clerk/Disp II	POL.FTE.29
	Police Records Clerk/Disp II	POL.PTE.35

	Offender Crew Leader	DNC.PTE.01
	Offender Crew Leader	DNC.PTE.02
	Parking Enforcement	POL.PTE.36
	Sub Records Clerk	POL.TMP.34
	<i>Sub Offender Crew Leader</i>	DNC.TMP.03
Municipal Court	Court Security Officer	MCT.PTE.02
	Lead Court Clerk	MCT.FTE.01
	Court Clerk	MCT.FTE.02

RESOLUTION 20-018

A RESOLUTION requesting a feasibility study for improved broadband in Clark County by Clark Public Utilities.

WHEREAS, access to broadband internet service is critical to full participation in society and the modern economy; and

WHEREAS, increasing broadband access to unserved and underserved areas of the county serves a fundamental governmental purpose and function and provides a public benefit by enabling access to health care, education, employment opportunities and essential services, providing economic opportunities, and enhancing public health and safety; and

WHEREAS, achieving affordable and quality broadband access for all will require additional and sustained investment, research, local and community participation, and partnerships between private, public, and nonprofit entities; and

WHEREAS, the Federal Communications Commission has adopted a national broadband plan that includes recommendations directed to federal, state and local governments to ensure efficient allocation and management of assets that the government controls or influences to encourage network upgrades and competitive entry; and reform current universal service mechanisms to support deployment in high-cost areas, ensuring that low-income Americans can afford broadband, and supporting efforts to boost adoption and utilization; and

WHEREAS, sustainable and reliable infrastructure helps build strong economies and equitable communities; and

WHEREAS, the COVID-19 pandemic has only increased the pressing need for countywide equitable high-speed broadband internet infrastructure; and

WHEREAS, reliable broadband bridges the digital divide between urban and rural communities, regardless of neighborhood; and

WHEREAS, new, innovative programs that focus on digital equity and inclusion and target the most underserved residents in our cities is possible; and

WHEREAS, strong cities need protected and improved public authority to provide broadband service; and

WHEREAS, cities can promote greater access to high-quality, affordable internet service by working with public partners, residents, and service providers; and

WHEREAS, the installation of dark fiber optic cables should occur whenever feasible in public works projects to lay the foundation for the region's future economy and community; and

WHEREAS, Washington State has set the ambitious broadband expansion goal that by 2026 all Washington businesses and residences would have access to broadband that provides 1 gigabit per second symmetrical (upload and download speeds) broadband service at anchor institutions like schools, hospitals, libraries, and government buildings;

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

1. The City of Camas formally requests that Clark Public Utilities District conduct a feasibility study to develop a plan that encourages, fosters, develops, and improves affordable, equitable, quality broadband within the county in order to:

A. Drive job creation, promote innovation, improve economic vitality, and expand markets for Clark County businesses;

B. Serve the ongoing and growing needs of Clark County's education systems, health care

RESOLUTION NO. 20-018

systems, public safety systems, industries and business, governmental operations, and citizens; and

C. Improve broadband accessibility for unserved and underserved communities and populations.

ADOPTED by the Council of the City of Camas and approved by the Mayor this ____ day of _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2.48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18th DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell

SUPPLEMENT TO PROCLAMATION OF CIVIL EMERGENCY
ISSUED MARCH 18, 2020
CITY OF CAMAS, WASHINGTON

The recitals as set forth in the Proclamation of Civil Emergency, City of Camas, Washington issued March 18, 2020 are hereby adopted by reference.

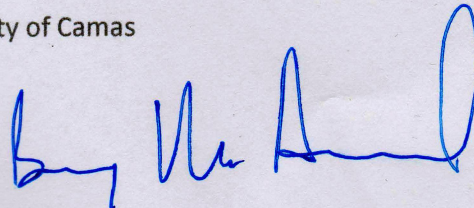
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

1. The City hereby implements a moratorium on the hiring of new employees with exceptions to be granted on a case-by-case basis by the Mayor.
2. City employee accrual of overtime shall be limited to emergency and unavoidable circumstances.
3. The City hereby implements a moratorium on the hiring of any seasonal staff with exceptions to be granted by the Mayor.
4. No employee or elected official business travel, conference attendance, or training shall be occur except as required by law, with limited exceptions as may be otherwise approved in advance.
5. All City departments shall maintain their ongoing strict adherence to established budgets.
6. City capital projects deemed non-essential will be placed on hold.

This Supplement to Proclamation of Civil Emergency shall take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code 2.48.040.

DATED AND SIGNED THIS 15TH DAY OF APRIL, 2020

City of Camas



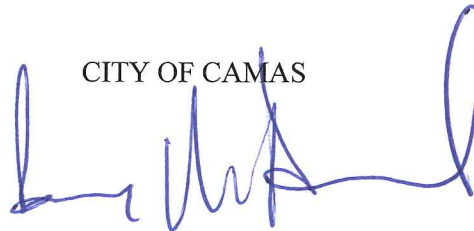
Mayor Barry McDonnell

FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

Pursuant to Camas Municipal Code Section 2.48.040, the Supplement to Proclamation of Civil Emergency issued April 15, 2020 is amended to strike section 6 thereof.

DATED AND SIGNED THIS 16TH DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell