



CITY COUNCIL REGULAR MEETING AGENDA
Tuesday, February 19, 2019, 7:00 PM
City Hall, 616 NE 4th Avenue

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




I. CALL TO ORDER




II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. February 4, 2019 Camas City Council Regular and Workshop Meeting Minutes;
January 25 and 26, 2019 Camas City Council Annual Planning Conference Special Meeting Minutes.
 -  [February 4, 2019 City Council Workshop Meeting Minutes - Draft](#)
 - [February 4, 2019 City Council Regular Meeting Minutes - Draft](#)
 - [January 25, 2019 City Council Annual Planning Conference Minutes - Draft](#)
 - [January 26 2019 City Council Annual Planning Conference Minutes - Draft](#)
- B. Automated Clearing House and Claim Checks Approved by Finance Committee
- C. \$47,421.09 Meter Replacement 2019 Contract Extension to Odyssey Contracting Inc. (Submitted by Sam Adams)
 -  [Meter Replacement 2019 Contract Extension](#)
- D. \$98,318 Slow Sand Corrosion Control System Design Professional Services Agreement to Carollo Engineering Inc. (Submitted by Sam Adams)
 -  [Professional Services Agreement](#)
 - [Budget for Camas CO2 Design](#)
- E. \$61,271.35 January 2018 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Pam O'Brien)
- F. \$180,732.30 High Cascade Inc. 2019 Timber Harvest Award (Submitted by Sam Adams)
 -  [Bidder Forms - High Cascade Inc.](#)


- G. Camp Lacamas STEP Sewer Project Completion Acceptance (Submitted by James Carothers)
 [Camp Lacamas STEP Sewer Final Pay Estimate](#)
- H. Water Transmission Main Phase 3 Project Completion Acceptance (Submitted by James Carothers)
 [Water Transmission Main Phase 3 Final Pay Estimate](#)
[Project Vicinity Map](#)
- I. Summit Terrace Subdivision Final Plat (Submitted by Lauren Hollenbeck)
 [Staff Report](#)
[Final Plat](#)

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




VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR


- A. Announcements
- B. Council Member Melissa Smith 15-Year Anniversary Recognition
Presenter: Shannon Turk, Mayor
- C. Citizen Appointments to Boards, Commissions and Committees
 [2019 Citizen Appointments](#)
- D. Updated Camas City Council Committee Assignments
 [2019 Council Appointments](#)

VIII. MEETING ITEMS

- A. SE 202nd Avenue Annexation Request
Presenter: Robert Maul, Planning Manager
 [Staff Report](#)
- B. Camas-Washougal Fire Department (CWFD) Interlocal Agreement Amendment
Presenter: Pete Capell, City Administrator and Nick Swinhart, Fire Chief
 [Amendment to Fire Interlocal Agreement](#)
- C. Resolution No. 19-002 Adopting a Revised Salary Scale for the Position of Facilities Operations Specialist
Presenter: Jennifer Gorsuch, Administrative Services Director
 [Resolution 19-002 Adopting a Revised Salary Scale for the Position of Facilities Exhibit A](#)

- D. Ordinance No. 19-002 Establishing a Development Review Engineering Department Within Community Development Department

Presenter: Phil Bourquin, Community Development Director

 [ORD amending Chapter 2.26 of the Camas Municipal Code](#)

- E. Ordinance No. 19-003 2019 Revenue Bond

Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 19-003 City of Camas Water-Sewer Revenue Bonds](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, February 4, 2019, 4:30 PM
City Hall, 616 NE 4th Ave

I. CALL TO ORDER

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

II. ROLL CALL

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

Staff: Sam Adams, Phil Bourquin, Pete Capell, James Carothers, Leisha Copsey, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present


III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. WORKSHOP TOPICS

A. 2019 Revenue Bond Issue

Presenter: Cathy Huber Nickerson, Finance Director and Steve Wall, Public Works Director


 [2019 Revenue and Refunding Bond Presentation](#)
[Ordinance for 2019 Water and Sewer Revenue Bonds](#)

Huber Nickerson and Wall reviewed the presentation.

An ordinance will be placed on the February 19, 2019 Regular Council Meeting Agenda for Council's consideration.

B. 2019 Meter Replacement Contract Extension

Presenter: Sam Adams, Utilities Manager

 [Staff Report](#)
[2019 Quote](#)
[2019 Contract Extension](#)

This item will be placed on the February 19, 2019 Consent Agenda for Council's consideration.

- C. Slow Sand Corrosion Control System Professional Services Agreement with Carollo Engineers, Inc.
Presenter: Sam Adams, Utilities Manager

 [Staff Report](#)

[Slow Sand Filter Corrosion Control Design Scope of Work](#)

[Budget](#)

[Schedule](#)

This item will be placed on the February 19, 2019 Consent Agenda for Council's consideration.

- D. Joint Transportation Committee Study Update
Presenter: Steve Wall, Public Works Director

 [Staff Report](#)

[Joint Transportation Committee Presentation](#)

Wall reviewed the presentation and discussion ensued.

This item was for Council's information only.

- E. Crown Road Booster Station Upgrade Project Summary
Presenter: Steve Wall, Public Works Director

 [Staff Report](#)

[Crown Road Booster Station Upgrade Scope of Work](#)

This item is included on the February 4, 2019 Consent Agenda.

- F. Facilities Operations Specialist Salary Scale
Presenter: Steve Wall, Public Works Director

 [Staff Report](#)

[Facilities Operations Specialist Job Description](#)

[AFSCME 2019 Wages](#)

[Facilities Operations Specialist Salary Resolution DRAFT](#)

[Resolution Exhibit A - DRAFT](#)

Council did not voice any objections to begin the recruitment process for this position.

A resolution will be placed on the February 19, 2019 Regular Council Meeting Agenda for Council's consideration.

G. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

Wall commented about development in Washougal by Crown Road. Discussion ensued.

Wall gave an update regarding the public outreach efforts for the NE Lake Road and NE Everett Street project and the Larkspur Road improvement project. He also mentioned that staff is preparing for inclement weather.

Wall stated that the Latecomer Reimbursement Agreement with CLB Washington Solutions 1, LLC will be pulled from the regular meeting agenda at the applicants request.

H. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

Bourquin updated Council about building department activities and noted that staff is in the process of hiring a new building inspector.

Bourquin provided an overview of planning staff items that will be coming to Council over the next several months.

Maul gave a brief overview of the annexation request for one parcel at the Bybee Curves and stated that staff plans to schedule a public meeting for the February 19, 2019 Council Meeting on this matter. Bourquin explained the annexation process.

Bourquin responded to Hogan's inquiry about the Port of Camas-Washougal's involvement with infrastructure. Discussion ensued.

I. Amendment to Fire Interlocal Agreement

Presenter: Pete Capell, City Administrator and Nick Swinhart, Fire Chief

 [Amendment to Fire Interlocal Agreement](#)

Capell and Swinhart reviewed the amendment and discussion ensued.

This item will be placed on the February 19, 2019 Regular Council Meeting Agenda for Council's consideration.

J. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Pete Capell, City Administrator

Capell updated Council about Clark Regional Emergency Services Agency's

(CRESA) Digital Emergency Management Plan.

Capell announced that the City awarded \$5,000 in Lodging Tax funds to the Downtown Camas Association (DCA) to implement a marketing strategy to help Camas reach the top five in the Small Business Revolution. The top five will be announced February 15, 2019.

V. COUNCIL COMMENTS AND REPORTS

Chaney inquired about the demolition of the Crown Park Pool and discussion ensued.

Rusch attended the Parks and Recreation Commission meeting and stated that Smith will attend the Joint Community Center meeting Wednesday.

Rusch will attend the first, 100 Women Event, Wednesday at the Grains of Wrath.

Hogan stated that he will not be able to attend the February 19, 2019 Council meetings.

Hogan commented about the need for future Joint Policy Advisory Committee (JPAC) meetings to be recorded.

Burton has been meeting with staff to become familiar with the departments.

Mayor Turk commented about the City's inclement weather procedure.

VI. PUBLIC COMMENTS

Kevin Bergstrom, President of East Clark Professional Firefighters, commented about the fire planning process and the interlocal agreement with the City of Washougal.

VII. ADJOURNMENT

The meeting was adjourned at 6:16 p.m.

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, February 4, 2019, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Shannon Turk called the meeting to order at 7pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Staff: Phil Bourquin, Pete Capell, James Carothers, Leisha Copsey and Shawn MacPherson

Press: No one from the press was present

IV. ITEMS REMOVED FROM THE AGENDA

- A. Latecomer Reimbursement Agreement with CLB Washington Solutions 1, LLC

The agreement was pulled at the request of the applicant.

V. PUBLIC COMMENTS


Lance Puffer, 3542 NE Spruce Drive, Camas, commented about safety concerns in the downtown core area.

VI. CONSENT AGENDA


- A. January 22, 2019, Camas City Council Regular and Workshop Meeting Minutes


 [January 22, 2019 Camas City Council Workshop Meeting Minutes - Draft](#)
[January 22, 2019 Camas City Council Regular Meeting Minutes - Draft](#)


- B. \$1,431,812.49 Automated Clearing House and Claim Checks Numbered 139600 to 139723; \$2,051,191.80 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7831 to 7837; Payroll Accounts Payable Checks Numbered 139588 through 139599; \$64,160.27 January Electronic Payments.


- C. \$28,097.28 to Cascade Drilling for Parkers Landing and Waste Water Treatment Plant (WWTP) Sonic Drilling Well Investigation (Submitted by Sam Adams)
 -  [Cascade Drilling Quote](#)


- D. Completed North Shore Sewer Transmission System Acceptance (Submitted by Sam Adams)

- E. \$383,811.60 to Wallis Engineering, PLLC for Completion of the Lacamas Creek Sewer Pump Station Design and Environmental Permitting Professional Services Agreement (Submitted by James Carothers)
 -  [Staff Report](#)
[Lacamas Creek Pump Station Professional Services Contract](#)

- F. \$73,431.03 to Haag & Shaw Inc. for 2019 STEP Tank Pumping Contract Extension (Submitted by Sam Adams)
 -  [2019 Contract Extension](#)

- G. \$644,925 to Carollo Engineers, Inc. for General Sewer Plan Professional Services Agreement (Submitted by Sam Adams)
 -  [Task Order 1 General Sewer Plan](#)
[Task Order 2 WWTP Engineering Report](#)
[Task Order 3 WWTP O&M](#)
[Camas General Sewer Plan Agreement](#)

- H. \$219,467.72 to Thompson Bros. Excavating, Inc. for Crown Park Pool Removal (Submitted by Jerry Acheson)
 -  [Crown Park Pool Removal Bid Tabulation](#)

- I. \$401,694 in Traffic Impact Fee (TIF) Credits to Lennar Northwest, Inc. (Submitted by James Carothers)
 -  [Staff Report](#)
[Traffic Impact Fee Credit Application](#)
[Traffic Impact Fee Credit Calculations](#)

- J. \$57,689.50 in Water System Development Charge (SDC) Credits to Lennar Northwest, Inc. (Submitted by James Carothers)

 [Staff Report](#)

[Water System Development Charge Credit Application](#)

[Water System Development Charge Credit Calculations](#)

- K. \$22,000 Crown Road Booster Station Upgrade Project Gray & Osborne, Inc. Professional Services Agreement and Authorization for Equipment and Programming Necessary (Submitted by Steve Wall)

 [Staff Report](#)

[Crown Road Booster Station Upgrade Scope of Work](#)

- L. Final Plat for Green Mountain Estates Phase 1 (Submitted by Sarah Fox)

 [Staff Report](#)

[Green Mountain Estates Phase 1](#)

[Road Dedication](#)

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

VII. NON-AGENDA ITEMS

- A. Staff

There were no comments from staff.

- B. Council

There were no comments from Council.

VIII. MAYOR

- A. Announcements

There were no announcements from Mayor Turk.

IX. MEETING ITEMS

- A. Resolution No. 19-001 Establishing a Two Hour Time Limit for Three Parking Spaces on NE Birch Street Between NE 6th Avenue and NE 7th Avenue
Presenter: James Carothers, Engineering Manager

 [Staff Report](#)

[Resolution 19-001](#)

It was moved by Council Member Chaney, and seconded, that Resolution No. 19-001 be read by title only. The motion carried unanimously.

It was moved by Council Member Chaney, and seconded, that Resolution No. 19-001 be adopted. The motion carried unanimously.

- B. Latecomer Reimbursement Agreement with Green Mountain Estates, LLC
Presenter: James Carothers, Engineering Manager

 [Staff Report](#)

[GM Estates Latecomer Reimbursement Agreement](#)

[GM Estates Latecomers Reimbursement Request Letter](#)

It was moved by Council Member Smith, and seconded, to approve the Latecomer Agreement with Green Mountain Estates, LLC. The motion carried unanimously.

X. PUBLIC COMMENTS

No one from the public wished to speak.

XI. ADJOURNMENT

The meeting was adjourned at 7:07 p.m.

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



CITY COUNCIL WORKSHOP MEETING MINUTES - Draft
Friday, January 25, 2019, 1:00 PM
Lacamas Lake Lodge, 227 NE Lake Road

SPECIAL MEETING
Council Planning Conference - Day 1

Present: Shannon Turk, Ellen Burton, Greg Anderson, Bonnie Carter, Deanna Rusch, Melissa Smith, Don Chaney,

Staff: Jerry Acheson, Anita Ashton, Debra Brooks, Bernie Bacon, Phil Bourquin, Pete Capell, James Carothers, Sherry Coulter, Jennifer Gorsuch, Lauren Hollenbeck, Mitch Lackey, Robert Maul, Randy Miller, Shyla Nelson, Pam O'Brien, Heather Rowley, Madeline Sutherland, Nick Swinhart, Connie Urquhart, Steve Wall

Guests: Jeff Snell, Camas School District Superintendent


I. OPENING STATEMENT

Camas School District Superintendent Jeff Snell welcomed everyone and conducted an opening activity for the conference.

II. PLANNING CONFERENCE TOPICS

A. Council Roles and Responsibilities Presenter: Shawn MacPherson
MacPherson provided an overview of Council roles and responsibilities.

B. Strategic Plan Update Presenter: Department Heads

 [City of Camas Strategic Plan](#)
[Strategic Plan Update Presentation](#)
[Strategic Plan Management Report](#)
[Technology Roadmap](#)
[Technology Project Schedule](#)
[Technology Future Development](#)
[Communications Strategic Plan](#)

Capell provided an overview of the Strategic Plan Update, 2019. Council commented about staff providing performance level metrics reporting, via Level of Service tracking.

Wall stated that Public Works has begun, and will continue to add this capture of data to their future programs.

Coulter provided an overview of the Technology Road Map and the City's Community Engagement and Communications Plan.

Bourquin provided a status update of the Internal Communications effort within the City and the various topics that have been covered.

Bacon provided an overview of the status of implementing Lean City-wide, through an online form submission process and weighting system, which will be implemented in the 2nd-3rd quarter, 2019.

Lackey provided the status of the Service Delivery Model initiative

Huber-Nickerson gave an overview of the Financial Sustainability processes.

Wall shared about the Rates and Fees updates.

Huber-Nickerson shared about the Revenue Strategy and the Long-Term Financial Plan.

Wall spoke about the core infrastructure needs of the community, along with asset management.

Acheson gave an update to the Legacy Lands effort.

Wall spoke about the Transportation Capital Facilities Plan.

Acheson gave an update on the Parks and Recreation's Open Space plan.

Bourquin provided an update about the Grass Valley Master Plan.

C. Development Review Process

Presenter: Phil Bourquin, Community Development Director

 [Summary 2017 Developer Interviews with Draft Action Items noted
Action Items affirmed by Development Review Committee
Notes from Development Review Committee Meeting](#)

Bourquin introduced the Development Review improvement process. Discussion ensued.

D. Ward Meetings and Citizen Communications Presenter: Shannon Turk, Mayor

Mayor Turk gave some background on the history of Ward Meetings in the City, and recommends that the City reinstitute them and each Ward would focus on the issues specific to their wards, and hold Council Meetings specific to various wards. Saturday listening post sessions.

E. Council Committees

Presenter: Shannon Turk, Mayor

 [2019 Council Appointments](#)

Mayor Turk commented about the kinds of committees and recommends a Public Works committee to help with the impacts by the citizens throughout the City. As well as considering the committees that aren't serving the City any longer. Consider forming a public safety committee that includes police and fire.

Consider moving the Administrative Committee updates to a once a month workshop update, as well as the Finance Committee items.

Mayor Turk will update the Council appointments and provide it at a February Council meeting.

III. ADJOURNMENT OF PLANNING CONFERENCE

The meeting adjourned at 4:41 p.m.

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



CITY COUNCIL WORKSHOP MEETING MINUTES - Draft
Saturday, January 26, 2019, 9:00 AM
Lacamas Lake Lodge, 227 NE Lake Road

Council Planning Conference - Day 2

- Present:** Bonnie Carter, Melissa Smith, Don Chaney, Ellen Burton, Greg Anderson, Shannon Turk, Deanna Rusch
- Staff:** Jerry Acheson, Bernie Bacon, Phil Bourquin, Debra Brooks, Pete Capell, Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Shyla Nelson, Heather Rowley, Nick Swinhart, Connie Urquhart, Steve Wall
- Guests:** Jeff Snell, Camas School District Superintendent

I. OPENING STATEMENT

Camas School District Superintendent Jeff Snell welcomed everyone to Day 2 of the Planning Conference.

II. PLANNING CONFERENCE TOPIC

- A. Department Work Plans
Presenters: Department Heads

-  [2019 Department Work Plans](#)
- [Public Works - Capital Project Master Schedule](#)
- [IT Department - Work Plan Schedule](#)

Acheson reviewed the Parks and Recreation Department Work Plan. Council discussion included commending the Parks Commission for this robust effort, reviewing more detailed information about the various properties, and prioritizing according to budget, potential partnerships, and future benefits to the community.

Bourquin reviewed the Community Development Work Plan. Council discussion included parking in downtown Camas and prioritizing staff's efforts for 2019-2020 sub area planning.

Wall reviewed the Public Works Department's successes over the last couple years and commended all staff for the accomplishments, even during understaffed conditions. Wall provided Council an overview of the Public Works Department Work Plan. Council discussion included the formation of a Public Works Committee in order to provide clear direction to all staff on the priorities, budget impacts and transparency.

Lackey reviewed the Police Department Work Plan.

Swinhart reviewed the Fire Department Work Plan.

Urquhart reviewed the Camas Public Library's Work Plan. Council discussion included the need for succession planning City-wide.

Gorsuch reviewed the Administrative Services Work Plan. Council discussion included the efforts surrounding records management; Bacon provided further details regarding Laserfiche projects for paperless processes.

Coulter reviewed the Information Technology Department Work Plan. Discussion with Council included Council meeting agenda materials search capability and the importance of the CamasConnect App.

Huber Nickerson reviewed the Finance Department Work Plan. Council discussion included the importance of public outreach with the many improvements coming.

Capell gave an overview of the Clark Regional Emergency Services Agency (CRESA) emergency management plan work and the City Hall Annex effort (former Bank of America building).

Chaney commented about a City-inventory of services available to citizens; health care, restaurants, etc.

Burton thanked all staff for their time and energy in putting together all the information for the Council.

Snell commended all City of Camas staff for their efforts and pointed out the thank you messages from the classroom.

III. ADJOURNMENT OF PLANNING CONFERENCE

The meeting adjourned at 12:09 p.m.

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

2019 WATER METER REPLACEMENT CONTRACT EXTENSION

THIS AGREEMENT, made and entered into this 29th day of January, 2019, between the City of Camas under and by virtue of Title 35 RCW (cities and towns), as amended and, Odyssey Contracting LLC., hereinafter called the Contractor.

WITNESSETH:

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

I. The Contractor shall do all work and furnish all tools, materials and equipment for **2019 WATER METER REPLACEMENT PROJECT**, City of Camas Project No. **W-1006**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

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

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood

that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective January 1, 2019.

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.


VIII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

IX. This Contract is an extension of the 2018 Contract for project W-1006 as is mutually agreed upon by both the City and the Contractor. Using the same Bid Items listed in the 2018 Proposal, the unit bid prices for the year 2018 have been increased by a percentage rate equal to the Portland, Oregon Metropolitan Area Consumer Price Index (CPI) as reported December, 2018 which was +3.6%. See Appendix A of this Contract document for Bid Items prices.

The Contractor agrees to pay wages equal to or more than the Washington State Prevailing Wage Rates as prepared by the Department of Labor and Industries on or about January 1, 2019. A second filing and approval of an *Intent to Pay Prevailing Wages* and an *Affidavit of Wages Paid* shall be completed and approved for the year 2019 through the Washington State Department of Labor and Industries.

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

Executed by the Contractor January 29th, 2019.

~~____~~ Luke Williamson
President

Contractor

Executed by the Local Agency _____, 2019.

Mayor Shannon Turk

AGREEMENT FOR PROFESSIONAL SERVICES

Project No. _____

This AGREEMENT made and entered into this _____ day of _____, 2018 by and between City of Camas Washington, (hereinafter "OWNER"), and Carollo Engineers, Inc., (hereinafter "ENGINEER").

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER wish to enter into an Agreement (hereinafter "Agreement") for the furnishing of Engineering Services in connection with

**CITY OF CAMAS
SLOW SAND WATER FILTRATION PLANT CORROSION CONROL FACILITY
DESIGN AND CONSTRUCTION PROJECT**

(hereinafter "Project"), and

WHEREAS, ENGINEER is qualified and prepared to perform the necessary professional services in connection with the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

SECTION 1 - PROFESSIONAL SERVICES

- 1.1 ENGINEER shall provide professional engineering services in all phases of the Project to which this Agreement applies. The services furnished by the ENGINEER will be defined by Task Orders which will set forth the Engineer's Services, Time of Performance, and Payment.
- 1.2 It is intended that each Task Order, after execution by both parties shall become a supplement to and a part of this Agreement.

- 2.2 The ENGINEER is not responsible for damage or delay in performance caused by events beyond the control of ENGINEER. In the event ENGINEER's services are suspended, delayed or interrupted for the convenience of the OWNER or delays occur beyond the control of ENGINEER, an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel and subcontractors shall be made.

- 2.3 OWNER reserves the right to direct revision of ENGINEER's services as may be necessary. When ENGINEER is directed to make revisions under this section of the agreement, ENGINEER shall advise OWNER of the probable costs involved in completing engineering services and the time of performance for such completion. Extra services also include those that are required for defense of claims, in which

SECTION 2 - PAYMENT TO ENGINEER

- 2.1 As consideration for providing the services referred to in Section 1, the OWNER shall pay ENGINEER on the basis to be established in the Task Order for Services.

event ENGINEER shall bill OWNER on an hourly basis together with cost of material.

- 2.4 In the event OWNER and ENGINEER cannot agree on equitable compensation for services rendered in making revisions, then, at OWNER's option, ENGINEER shall either continue performance under the revised Agreement and an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel shall be made at completion of the revised work or ENGINEER shall not be obligated to continue performance under this Agreement.
- 2.5 If ENGINEER's work products require revisions prior to construction bidding due to ENGINEER's errors or omissions, the exclusive remedy will be limited to revisions made by ENGINEER without compensation.
- 2.6 The ENGINEER shall bill the OWNER monthly indicating the services performed and the cost of such services.

OWNER agrees to pay invoices within 45 days of their date. Payments not received by ENGINEER within 45 days shall be considered delinquent and subject to a finance charge of 1 percent per month for each month unpaid after the date of invoice. ENGINEER may suspend services should an invoice remain delinquent for 75 days from date of invoice.

- 2.7 All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed to the designated responsible person or office:

TO OWNER:

Sam Adams / City of Camas
1620 SE 8th Ave
Camas, WA 98607

360.817.1563 sadams@cityofcamas.us

TO ENGINEER:

Jude Grounds, P.E. / Carollo Engineers, Inc.
720 SW Washington St, Ste 550
Portland, OR 97205
503-227-1885 jgrounds@carollo.com

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices and invoices shall be deemed given at the time of actual delivery.

All payments are to be mailed to:

Carollo Engineers, Inc.
P.O. Box 30835
Salt Lake City, UT 84130-0835

unless otherwise informed on the face of the invoice.

SECTION 3 - MISCELLANEOUS

- 3.1 The OWNER shall furnish the ENGINEER available studies, reports and other data pertinent to ENGINEER's services; obtain or authorize ENGINEER to obtain or provide additional reports and data as required; furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- 3.2 The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.

- 3.3 Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement are not intended or represented to be suitable for reuse by OWNER or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
- 3.4 The ENGINEER maintains, at its own expense, Worker's Compensation and Employers Liability, Comprehensive General Liability, Automobile Liability and Professional Liability policies with limits at or above that which is reasonably required of other engineering firms and will, upon request, furnish insurance certificates to OWNER.

SECTION 4 - LEGAL RELATIONS

- 4.1 The ENGINEER shall be responsible for professional negligence, which is failure to exercise skill and ability as ordinarily required of engineers under the same or similar circumstances. The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, or consequential damages and shall only indemnify for failure to perform in accordance with the generally accepted engineering and consulting standards. Additionally, ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than ENGINEER's subconsultants, that impact project completion and/or success.

- 4.2 OWNER and ENGINEER shall each defend, indemnify and hold harmless the other and their respective principals, directors, officers and employees from and against claims, loss, liability, suits and damages, including attorney's fees, to the extent caused, in whole or in part by either party's negligent acts, errors or omissions, willful misconduct or OWNER's lawful responsibility respectively or, anyone directly or indirectly employed by either of them or anyone for whose acts they may be liable regardless of whether or not such claim, loss, liability or damage is caused in part by a party indemnified hereunder.

In the event that both OWNER's and ENGINEER's wrongful act or lawful responsibility is the proximate cause of any liability or damages, then in such event, each party shall be liable for a portion of the damages and claim costs resulting therefrom equal to such party's comparative share of the total negligence or lawful responsibility for such damages and claim costs. Notwithstanding the foregoing, a party's defense obligation hereunder shall be limited to reimbursement of the other party's reasonable defense costs which are judicially determined to have been incurred as a result of the first party's negligence.

- 4.3 Hazardous materials or asbestos may exist at a site where there is no reason to believe they could or should be present. The ENGINEER and OWNER agree that the discovery of unanticipated hazardous materials or asbestos constitutes a changed condition mandating a renegotiation of ENGINEER's services.
- 4.4 The ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or

market conditions, practices or bidding strategies. Cost estimates are based on ENGINEER's opinion based on experience and judgment. ENGINEER cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from cost estimates prepared by ENGINEER.

- 4.5 If the project involves construction of any kind, the parties agree that OWNER and ENGINEER shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of OWNER or ENGINEER. Both OWNER and ENGINEER shall be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.
- 4.6 ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.
- 4.7 The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

SECTION 5 - TERMINATION OF AGREEMENT

- 5.1 If this Agreement is terminated with or without cause, in either event, OWNER shall provide:
- a. not less than five (5) working days' written notice of intent to terminate, and
 - b. an opportunity for good faith consultation prior to termination.

SECTION 6 - DISPUTE RESOLUTION

- 6.1 All claims, disputes, and other matters in controversy between OWNER and ENGINEER arising out of or in any way related to this Agreement will be submitted to Alternative Dispute Resolution (ADR) before, and as a condition precedent to other remedies provided by law. The method for resolving disputes will be agreed to between the parties and each party shall use its best efforts to reach a resolution.

SECTION 7 - ENTIRE AGREEMENT

- 7.1 This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the OWNER and ENGINEER.

SECTION 8 - GOVERNING LAW

- 8.1 This Agreement is to be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

CAROLLO ENGINEERS, INC.

CITY OF CAMAS

By: _____
Jude Grounds, P.E.
Vice President

PE# 50782

By: _____

By: _____
Brian R. Matson, P.E.
Senior Vice President

PE# 43443

By: _____

Fee Schedule and Level of Effort

Task Description	Senior Professional	Project Professional	Professional	CAD	Word Processing	TOTAL CAROLLO HOURS	TOTAL CAROLLO LABOR	PECE	OTHER DIRECT COSTS	Total
FEE SCHEDULE / HOURS	\$230	\$180	\$160	\$140	\$100			\$12.00		
TASK 100 – Project Management	9	0	0	0	9	18	\$2,970	\$216	-	\$3,186
TASK 200 - Design	24	92	92	88	12	308	\$50,320	\$3,696	-	\$54,016
TASK 300 – Bidding Assistance	4	12	10	16	8	50	\$7,720	\$600	-	\$8,320
TASK 400 – Construction Services	12	70	68	8	4	162	\$27,760	\$1,944	\$500	\$30,204
TASK 500 - O&M Manual Update	0	4	8	0	4	16	\$2,400	\$192	\$0	\$2,592
Total	98	356	356	224	74	554	TOTAL ENGINEERING FEE:			\$98,318

BID FORM
JONES 2019 TIMBER SALE

Sealed Bid Due: On or before 2 P.M. Thursday, January 31, 2019

At the Office of: City of Camas
Office of the Finance Department
616 NE 4th Avenue
Camas, WA 98607

Following is our bid for the timber described in the Jones 2019 Timber Sale Notice and Prospectus.

<u>Estimated Volume</u>	<u>Species</u>	<u>Bid Unit Price</u>	<u>Estimated Total Bid Price</u>
534 MBF	Douglas-fir, No. 4 Sawmill and better, Net Scale	\$ <u>338.45</u> /MBF	\$ <u>180,732.30</u>

Total Bid Price \$180,732.30

All volumes are Scribner Scale.

Enclosed herewith is a bond, cash or a cashier's check/certified check payable to the City of Camas in the amount of \$10,000. It is our understanding that if we are the apparent successful bidder, we will be notified no later than five days after council approval and the Timber Sale Contract will be executed.

Date: 01-30-2019

Address: PO Box 415

Firm or Name of Bidder: HIGH CASCADE INC

CARSON WA 98610

Signature of Bidder: 

Title: PRESIDENT

Phone Number: (541) 806-2630

notice to customer
As a condition to this institution's issuance of this check, purchaser agrees to provide an indemnity bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.

Cashier's Check

2115001652

96-505/1232

High Cascade Inc

January 30 2019

Remitter

Date

Pay to the order of

City of Camas*****

\$10,000.00

Ten Thousand and 00/100ths Dollars

Memo Jones 2019 Timber Sale



UMPQUA
BANK

1-866-4UMPQUA
(1-866-486-7782)

⑈ 2115001652⑈ ⑆ 123205054⑆ 9700038349⑈

BID DEPOSIT ACKNOWLEDGEMENT

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

All bid proposals shall be accompanied by a Bid Deposit in cash, bond, certified check, cashier's check, or surety bond in an amount equal to \$10,000. Should the successful bidder fail to enter into such Contract, the Bid Deposit shall be forfeited to the City of Camas.

<input type="checkbox"/>	CASH	IN THE AMOUNT OF	<u>TEN</u>	
<input checked="" type="checkbox"/>	CASHIER'S CHECK		<u>THOUSAND</u>	DOLLARS
<input type="checkbox"/>	CERTIFIED CHECK		<u>(\$10,000.00)</u>	PAYABLE TO THE CITY
<input type="checkbox"/>	BOND			TREASURER OF CAMAS, WASHINGTON.

Receipt is hereby acknowledged of Addendum(a) No.(s) _____, _____, and _____.

SIGNATURE OF AUTHORIZED OFFICIAL(S):



FIRM NAME HIGH CASCADE INC

ADDRESS PO BOX 415

CARSON, WA 98607

QUALIFICATIONS STATEMENT

Reference #1

Sale Name: JONES 2017 Volume (MBF): 1080

Sale Date: 1/19/17

Timber Seller:

Timber Owner/Agency: CITY OF CAMAS

Contact Person: BRYCE HANSON

Contact Phone No.: (360) 882-0419

Reference #2

Sale Name: SOUTHROCK VDT Volume (MBF): 2774

Sale Date: 1/18/15

Timber Seller:

Timber Owner/Agency: WA STATE DNR

Contact Person: KELLIE WILLIAMS

Contact Phone No.: (360) 575-5024

Reference #3

Sale Name: FINN Volume (MBF): 1225

Sale Date: 8/31/17

Timber Seller:

Timber Owner/Agency: HOOD RIVER CO. FORESTRY

Contact Person: ELLEN DAVIS

Contact Phone No.: (541) 387-6888

Bidder (Company): HIGH CASCADE INC


By: 

Date: 01-31-2019

MANDATORY BIDDER CRITERIA INFORMATION

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

HIGH CASCADE INC GARRET STUMP
CORPORATION NAME OF OWNER OR CORPORATE OFFICER

 01-31-2019
SIGNATURE OF OWNER OR CORPORATE OFFICER DATE

PO BOX 415, CARSON WA 98610 (541) 806-2630
CONTRACTOR MAILING ADDRESS PHONE NUMBER

NA
DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

601122479
UNIFIED BUSINESS IDENTIFIER NUMBER (UBI)

822 027 02
LABOR AND INDUSTRIES WORKERS' COMPENSATION NUMBER

457 893 000
EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

91-1193326
EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

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

CITY OF CAMAS PROJECT NO. WS-681E Camp Lacamas STEP Sewer Project	PAY ESTIMATE: THREE - FINAL PAY PERIOD: 01/01/2019 Through 01/31/2019 ORIGINAL CONTRACT AMOUNT: \$213,111.15	Clark & Sons Excavating 7601 NE 289th Street Battle Ground, WA 98604 360-480-8318
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ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
1	Mobilization	LS	1.00	\$19,000.00	\$19,000.00	1.00	\$19,000.00		\$0.00	1.00	\$19,000.00
2	Project Temporary Traffic Control	LS	1.00	\$2,000.00	\$2,000.00	1.00	\$2,000.00		\$0.00	1.00	\$2,000.00
3	Clearing & Grubbing	AC	0.10	\$40,000.00	\$4,000.00	0.10	\$4,000.00		\$0.00	0.10	\$4,000.00
4	Removal of Structures and Obstructions	LS	1.00	\$2,000.00	\$2,000.00	1.00	\$2,000.00		\$0.00	1.00	\$2,000.00
5	Crushed Surfacing Top Course	TN	160.00	\$40.00	\$6,400.00	199.00	\$7,960.00		\$0.00	199.00	\$7,960.00
6	HMA Class 1/2 IN. PG 64-22	TN	1.00	\$290.00	\$290.00	4.12	\$1,194.80		\$0.00	4.12	\$1,194.80
7	Solid Rock Excavation	CY	20.00	\$220.00	\$4,400.00	20.00	\$4,400.00		\$0.00	20.00	\$4,400.00
8	Removal and Replacement of Unsuitable Material	CY	20.00	\$95.00	\$1,900.00	29.60	\$2,812.00		\$0.00	29.60	\$2,812.00
9	Trench Safety System (Minimum Bid \$1/LF)	LF	657.00	\$1.00	\$657.00	657.00	\$657.00		\$0.00	657.00	\$657.00
10	Polyethylene STEP Tank 1500 Gallon	EA	3.00	\$13,800.00	\$41,400.00	3.00	\$41,400.00		\$0.00	3.00	\$41,400.00
11	Convert Existing Septic Tank to STEP Tank	EA	1.00	\$11,500.00	\$11,500.00	1.00	\$11,500.00		\$0.00	1.00	\$11,500.00
12	HDPE Sanitary Sewer Pipe 2 Inch Diam.	LF	386.00	\$39.00	\$15,054.00	356.00	\$13,884.00		\$0.00	356.00	\$13,884.00
13	Connection to Exist. 2 Inch STEP Sewer	EA	1.00	\$5,000.00	\$5,000.00	1.00	\$5,000.00		\$0.00	1.00	\$5,000.00
14	Testing Sewer Pipe	LS	1.00	\$1,500.00	\$1,500.00	1.00	\$1,500.00		\$0.00	1.00	\$1,500.00
15	Abandon Existing Septic Tank	EA	3.00	\$3,500.00	\$10,500.00	3.00	\$10,500.00		\$0.00	3.00	\$10,500.00
16	H2O Traffic Rated Cement Concrete Slab	EA	2.00	\$8,000.00	\$16,000.00	2.00	\$16,000.00		\$0.00	2.00	\$16,000.00
17	HDPE Sanitary Sewer Service Pipe 1 Inch Diam.	LF	556.00	\$18.50	\$10,286.00	556.00	\$10,286.00		\$0.00	556.00	\$10,286.00
18	Roadside Restoration	LS	1.00	\$3,400.00	\$3,400.00	1.00	\$3,400.00		\$0.00	1.00	\$3,400.00
19	Erosion Control and Water Pollution Control	LS	1.00	\$4,800.00	\$4,800.00	1.00	\$4,800.00		\$0.00	1.00	\$4,800.00
20	Cement Concrete Sidewalk	SY	21.00	\$180.00	\$3,780.00	38.50	\$6,930.00		\$0.00	38.50	\$6,930.00
21	Electrical System	LS	1.00	\$11,500.00	\$11,500.00	1.00	\$11,500.00		\$0.00	1.00	\$11,500.00
22	Conduit Pipe 1 Inch Diam.	LF	682.00	\$15.00	\$10,230.00	682.00	\$10,230.00		\$0.00	682.00	\$10,230.00
23	Minor Changes (\$5,000 Minimum Bid)	LS	1.00	\$5,000.00	\$5,000.00		\$0.00		\$0.00	0.00	\$0.00
23A	Minor Changes - Re-Route Existing Drain Field Pipe Tank D	LS	1.00	\$431.20	-	1.00	\$431.20		\$0.00	1.00	\$431.20
23B	Minor Changes - Abandon Existing Septic Tank with CDF Fill	LS	1.00	\$1,120.65	-	1.00	\$1,120.65		\$0.00	1.00	\$1,120.65
23C	Minor Changes - Change Locations for ARVs	LS	1.00	\$4,245.24	-	1.00	\$4,245.24		\$0.00	1.00	\$4,245.24
24	Project Documentation (\$6,000 Minimum Bid)	LS	1.00	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00

Schedule A SUBTOTAL:	\$196,597.00	\$196,750.89	\$6,000.00	\$202,750.89
Sales Tax (8.4%):	\$16,514.15	\$16,527.07	\$504.00	\$17,031.07
Schedule A Total:	\$213,111.15	\$213,277.96	\$6,504.00	\$219,781.96

ORIGINAL CONTRACT TOTAL	\$196,597.00	TOTAL PREVIOUS	\$196,750.89	TOTAL THIS EST.	\$6,000.00	TOTAL TO DATE	\$202,750.89
ADDITIONS / DELETIONS	\$0.00		\$0.00		\$0.00		\$0.00
SUBTOTAL	\$196,597.00		\$196,750.89		\$6,000.00		\$202,750.89
SALES TAX (8.4%)	\$16,514.15		\$16,527.07		\$504.00		\$17,031.07
TOTAL CONTRACT	\$213,111.15		\$213,277.96		\$6,504.00		\$219,781.96
LESS 5% RETAINAGE*			\$0.00		\$0.00		\$0.00
TOTAL LESS RETAINAGE			\$213,277.96		\$6,504.00		\$219,781.96

*Retainage Bond

SAN. ACT. NUMBER: 427-00-594-350-65

SAN. THIS PAY EST: \$6,504.00

F.I. St Dupre
Project Engineer

2/6/19
Date

Janet Kelt 2/7/19
Contractor Date

James Hedges 2/7/2019
Project Manager Date

CITY OF CAMAS PROJECT NO. WS-709H Water Transmission Main Phase 3	PAY ESTIMATE: SEVEN - FINAL	Mc Donald Excavating 2719 Main Street Washougal, WA 98671 360-835-8794
	PAY PERIOD: 1/1/19 Through 1/31/19	
ORIGINAL CONTRACT AMOUNT: \$1,416,334.70		

Schedule A - General Pipeline Work											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
1	Contractor Construction Survey/Staking	LS	1.00	\$10,600.00	\$10,600.00	1.00	\$10,600.00		\$0.00	1.00	\$10,600.00
2	Mobilization	LS	1.00	\$130,000.00	\$130,000.00	1.00	\$130,000.00		\$0.00	1.00	\$130,000.00
3	Clearing and Grubbing	AC	4.30	\$20,000.00	\$86,000.00	4.30	\$86,000.00		\$0.00	4.30	\$86,000.00
4	Traffic Control	LS	1.00	\$500.00	\$500.00	1.00	\$500.00		\$0.00	1.00	\$500.00
5	Trench Safety System (\$1/LF Minimum Bid)	LF	7,323.00	\$1.00	\$7,323.00	7,332.66	\$7,332.66	431.18	\$431.18	7763.84	\$7,763.84
6	Solid Rock Excavation	CY	250.00	\$50.00	\$12,500.00	226.90	\$11,345.00		\$0.00	226.90	\$11,345.00
7	Ductile Iron Pipe for Water Main 12 In. Diam. (CL 51)	LF	7,323.00	\$85.00	\$622,455.00	7,332.66	\$623,276.10		\$0.00	7332.66	\$623,276.10
8	Connection to Existing 14 In. Diam. Pipe at Sta 500+00	LS	1.00	\$2,500.00	\$2,500.00	1.00	\$2,500.00		\$0.00	1.00	\$2,500.00
9	Connection to Existing 12 In. Diam. Pipe at Sta 574+31	LS	1.00	\$1,370.00	\$1,370.00		\$0.00		\$0.00	0.00	\$0.00
10	Removal and Replacement of Unsuitable Material	CY	150.00	\$50.00	\$7,500.00		\$0.00		\$0.00	0.00	\$0.00
11	Butterfly Valve, 12 In.	EA	14.00	\$2,100.00	\$29,400.00	15.00	\$31,500.00		\$0.00	15.00	\$31,500.00
12	Comb. Air Release/Air Vacuum Valve Assembly, 2 In.	EA	10.00	\$3,280.00	\$32,800.00	10.00	\$32,800.00		\$0.00	10.00	\$32,800.00
13	Blowoff Assembly	EA	6.00	\$3,665.00	\$21,990.00	6.00	\$21,990.00		\$0.00	6.00	\$21,990.00
14	Project Documentation (\$50,000 Minimum Bid)	LS	1.00	\$50,000.00	\$50,000.00		\$0.00	1.00	\$50,000.00	1.00	\$50,000.00
15	Stream Crossing A	LS	1.00	\$2,400.00	\$2,400.00	1.00	\$2,400.00		\$0.00	1.00	\$2,400.00
16	Stream Crossing C	LS	1.00	\$2,300.00	\$2,300.00	1.00	\$2,300.00		\$0.00	1.00	\$2,300.00
17	Stream Crossing D	LS	1.00	\$4,200.00	\$4,200.00	1.00	\$4,200.00		\$0.00	1.00	\$4,200.00
18	Stream Crossing E	LS	1.00	\$4,000.00	\$4,000.00	1.00	\$4,000.00		\$0.00	1.00	\$4,000.00
19	Fence Restoration	LS	1.00	\$3,260.00	\$3,260.00	1.00	\$3,260.00		\$0.00	1.00	\$3,260.00
20	Remove Fence and Replace w/ 12 Ft Galvanized Steel Gate	EA	13.00	\$570.00	\$7,410.00	9.00	\$5,130.00		\$0.00	9.00	\$5,130.00
21	Erosion Control and Water Pollution Control	LS	1.00	\$25,000.00	\$25,000.00	1.00	\$25,000.00		\$0.00	1.00	\$25,000.00
22	Concrete Anchor Blocks	EA	8.00	\$2,100.00	\$16,800.00	8.00	\$16,800.00		\$0.00	8.00	\$16,800.00
23	Riparian Buffer Planting Mix	SY	5,800.00	\$22.00	\$127,600.00	7,204.00	\$158,488.00		\$0.00	7204.00	\$158,488.00
24	Wetland Planting Mix	SY	245.00	\$26.00	\$6,370.00	245.00	\$6,370.00		\$0.00	245.00	\$6,370.00
25	Upland Planting Mix	SY	13,440.00	\$1.10	\$14,784.00	13,440.00	\$14,784.00		\$0.00	13440.00	\$14,784.00
Schedule A SUBTOTAL:					\$1,229,062.00		\$1,200,575.76		\$50,431.18		\$1,251,006.94
Schedule A Sales Tax (7.7%):					\$94,637.77		\$92,444.33		\$3,883.20		\$96,327.53
Schedule A Total:					\$1,323,699.77		\$1,200,575.76		\$54,314.38		\$1,254,890.14

Schedule B - Fishbearing Stream Work											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
26	Trench Safety Systems (\$1/LF Minimum Bid)	LF	108.00	\$1.00	\$108.00	108.00	\$108.00		\$0.00	108.00	\$108.00
27	Ductile Iron Pipe for Water Main 12 In. Diam. (CL 51)	LF	108.00	\$93.00	\$10,044.00	108.00	\$10,044.00		\$0.00	108.00	\$10,044.00
28	Little Washougal Crossing	LS	1.00	\$18,000.00	\$18,000.00	1.00	\$18,000.00		\$0.00	1.00	\$18,000.00
29	Stream Crossing B	LS	1.00	\$12,000.00	\$12,000.00	1.00	\$12,000.00		\$0.00	1.00	\$12,000.00
30	Stream Crossing F	LS	1.00	\$12,000.00	\$12,000.00	1.00	\$12,000.00		\$0.00	1.00	\$12,000.00
31	Stream Crossing G	LS	1.00	\$19,000.00	\$19,000.00	1.00	\$19,000.00		\$0.00	1.00	\$19,000.00
32	Erosion Control and Water Pollution Control	LS	1.00	\$200.00	\$200.00	1.00	\$200.00		\$0.00	1.00	\$200.00
33	Blowoff Assembly	EA	4.00	\$3,665.00	\$14,660.00	4.00	\$14,660.00		\$0.00	4.00	\$14,660.00
Schedule B SUBTOTAL:					\$86,012.00		\$86,012.00		\$0.00		\$86,012.00
Schedule B Sales Tax (7.7%):					\$6,622.92		\$6,622.92		\$0.00		\$6,622.92
Schedule B Total:					\$92,634.92		\$86,012.00		\$0.00		\$86,012.00

CITY OF CAMAS PROJECT NO. WS-709H Water Transmission Main Phase 3	PAY ESTIMATE: SEVEN - FINAL PAY PERIOD: 1/1/19 Through 1/31/19 ORIGINAL CONTRACT AMOUNT: \$1,416,334.70	Mc Donald Excavating 2719 Main Street Washougal, WA 98671 360-835-8794
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Materials On Hand (MOH)											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	MOH PRICE	MOH TOTAL	REMAINING PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY REMAINING	TOTAL TO DATE
7	Ductile Iron Pipe for Water Main 12 In. Diam. (CL 51)	LS	1.00	\$130,882.12	\$130,882.12	0.00	\$0.00		\$0.00	0.00	\$0.00
8	Connection to Existing 14 In. Diam. Pipe at Sta 500+00	LS	1.00	\$589.84	\$589.84	0.00	\$0.00		\$0.00	0.00	\$0.00
11	Butterfly Valve, 12 In.	LS	1.00	\$20,734.00	\$20,734.00	0.00	\$0.00		\$0.00	0.00	\$0.00
12	Comb. Air Release/Air Vacuum Valve Assembly, 2 In.	LS	1.00	\$10,793.10	\$10,793.10	0.00	\$0.00		\$0.00	0.00	\$0.00
13	Blowoff Assembly	LS	1.00	\$13,171.52	\$13,171.52	0.00	\$0.00		\$0.00	0.00	\$0.00
27	Ductile Iron Pipe for Water Main 12 In. Diam. (CL 51)	LS	1.00	\$3,137.91	\$3,137.91	0.00	\$0.00		\$0.00	0.00	\$0.00
33	Blowoff Assembly	LS	1.00	\$8,760.53	\$8,760.53	0.00	\$0.00		\$0.00	0.00	\$0.00
SUBTOTAL:					\$188,069.02		\$0.00		\$0.00		\$0.00
Sales Tax (7.7%):					\$14,481.31		\$0.00		\$0.00		\$0.00
Total:					\$202,550.33		\$0.00		\$0.00		\$0.00

Change Order 1 Revision 1											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
A	Connection Modification at Station 574+31	EA	1.00	\$8,990.33	\$8,990.33	1.00	\$8,990.33		\$0.00	1.00	\$8,990.33
B	Little Washougal Pump Rental	EA	1.00	\$3,052.02	\$3,052.02	1.00	\$3,052.02		\$0.00	1.00	\$3,052.02
C	Additional Stream Bed Rock	EA	1.00	\$6,264.36	\$6,264.36	1.00	\$6,264.36		\$0.00	1.00	\$6,264.36
D	Erosion Control - Additional Coir Mat	EA	1.00	\$9,164.15	\$9,164.15	1.00	\$9,164.15		\$0.00	1.00	\$9,164.15
E	Overpayment Bid Item 23 "Riparian Buffer Planting Mix"	CY	-549.00	\$22.00	(\$12,078.00)	-547.50	(\$12,045.00)		\$0.00	-547.50	(\$12,045.00)
F	Remove Bid Item 9 - Not Used	CY	-1.00	\$1,370.00	(\$1,370.00)		\$0.00		\$0.00	0.00	\$0.00
G	Remove Bid Item 10 - Not Used	CY	-150.00	\$50.00	(\$7,500.00)		\$0.00		\$0.00	0.00	\$0.00
Change Order 1 SUBTOTAL:					\$6,522.86		\$15,425.86		\$0.00		\$15,425.86
Change Order 1 Sales Tax (7.7%):					\$502.26		\$1,187.79		\$0.00		\$1,187.79
Change Order 1 Total:					\$7,025.12		\$15,425.86		\$0.00		\$15,425.86

ORIGINAL CONTRACT TOTAL	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
\$1,315,074.00	\$1,315,074.00	\$1,286,587.76	\$50,431.18	\$1,337,018.94
ADDITIONS / DELETIONS		\$15,425.86	\$0.00	\$15,425.86
SUBTOTAL	\$1,315,074.00	\$1,302,013.62	\$50,431.18	\$1,352,444.80
CLARK COUNTY SALES TAX (7.7%)	\$101,260.70	\$100,255.05	\$3,883.20	\$104,138.25
TOTAL CONTRACT	\$1,416,334.70	\$1,402,268.67	\$54,314.38	\$1,456,583.05
LESS 0% RETAINAGE*		\$0.00	\$0.00	\$0.00
TOTAL LESS RETAIN.		\$1,402,268.67	\$54,314.38	\$1,456,583.05

*Retainage Bond

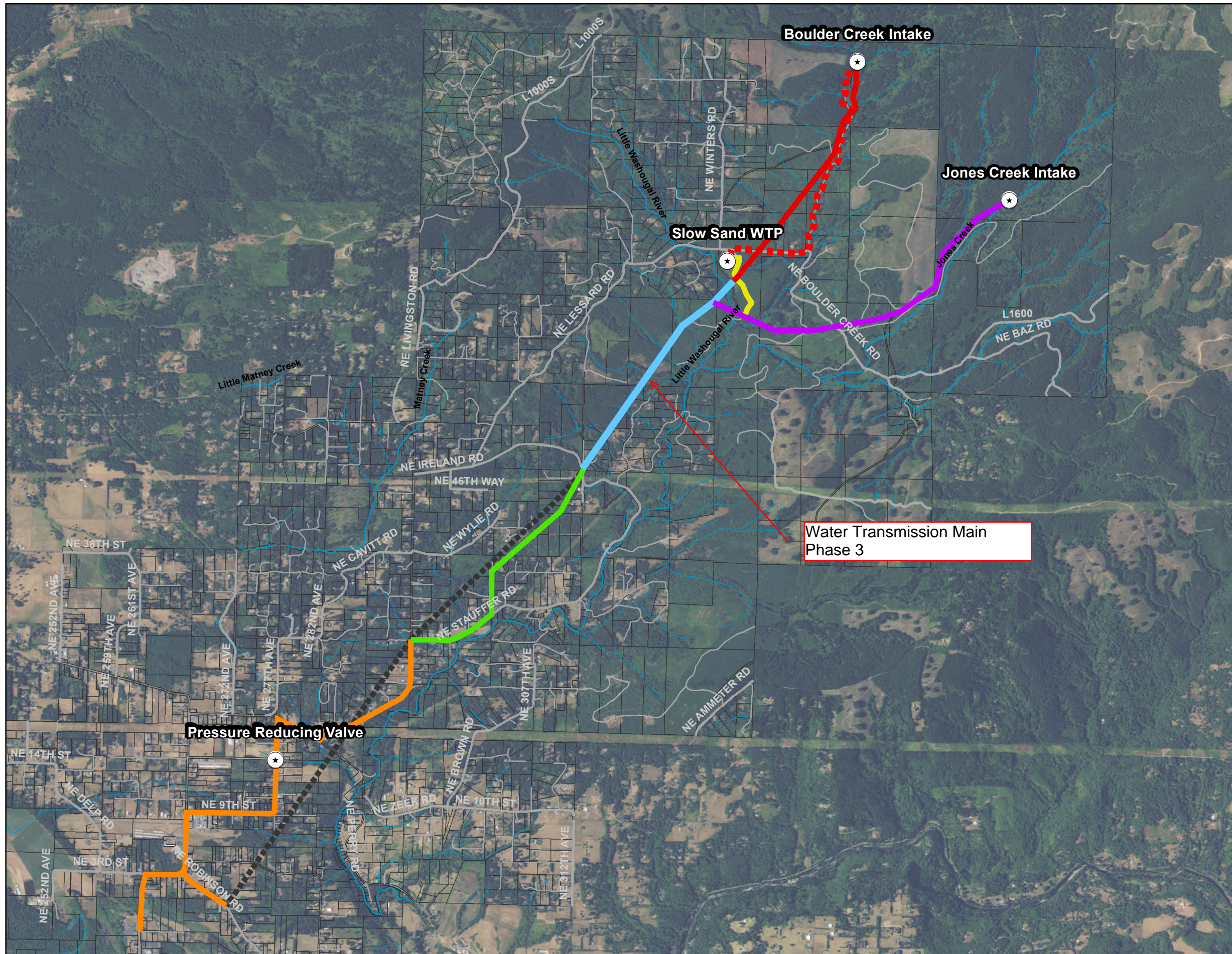
SAN. ACT. NUMBER: 426-00-594-354-65

SAN. THIS PAY EST: \$54,314.38

F.I. St. Dymph 4/8/19 Date Project Engineer

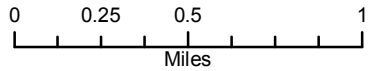
[Signature] 2/8/19 Date Contractor

James Holger 2/8/2019 Date Project Manager



LEGEND

- ⊛ Structures
- Existing Boulder Creek Intake Pipeline
- - - Proposed Boulder Creek Pipeline - Construction Deferred
- Existing Jones Creek Intake Pipeline
- Jones & Boulder Connector Pipe - Installed 2016
- Transmission Pipeline - Installed 2018
- Transmission Pipeline - Installed 2016
- Transmission Pipeline - Installed 2013
- - - Abandoned Transmission Pipe
- Roads - Major
- Roads - Other
- Streams
- ▭ Parcels



Water Transmission Main Phase 3

Map of Camas Water Transmission Pipelines
 City of Camas - Pipeline Project

STAFF REPORT

Final Plat for Summit Terrace Subdivision

File No. FP18-04

(Relate File: SUB16-01)

TO: City Council

FROM: Lauren Hollenbeck, Senior Planner
Anita Ashton, Project Manager

DATE: February 8, 2019

LOCATION: The development is located north of NW 32nd Circle and West of NW Sierra Drive in the NW ¼ of Section 3, Township 1 North, Range 3 East, of the Willamette Meridian; and described as tax parcel 124742-000.

**APPLICANT/
OWNER:** Pat Jeffries
Pioneer Canyon 1, LLC
32927 NW Pekin Ferry Rd.
Ridgefield, WA 98642

APPLICABLE LAW: The final plat application was submitted July 5, 2018, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

BACKGROUND INFORMATION:

- Total site area: 29.15 acres
- Lots: 55 detached residential dwellings
- Zoning: R-7.5 Single-Family Residential

Summit Terrace is a 29.15-acre single-family residential subdivision, which received preliminary plat approval on August 11, 2017, for 55 lots and associated tracts for stormwater, a pump station, private streets and open spaces. At the time of writing this staff report the applicant has either completed the improvements on site, or has provided acceptable financial security to complete the improvements pursuant to the Camas Municipal Code (CMC).

Staff has reviewed the final plat drawings, lot closures, CC&R's and all other associated final platting documents including the bonding. Staff found that the application met the requirements of Final Plat approval in accordance with CMC Section 17.21.060.

Final Plat Criteria for Approval (CMC 17.21.060-E):

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

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

Recommendation

Staff recommends that Council **APPROVE** the final plat for the Summit Terrace Subdivision (file#FP18-04) as submitted.

NOTES:

- A HOMEOWNER'S ASSOCIATION (H.O.A.) WILL BE REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE CC&R'S SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS.
- THE HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL PRIVATE ROADS AND ASSOCIATED INFRASTRUCTURE IN THIS SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE PAVEMENT, CURBS, SIDEWALKS, LANDSCAPING, STREETLIGHTS AND STORM DRAINAGE UTILITIES.
- ALL COSTS ASSOCIATED WITH THE INSTALLATION OF THE STEP SYSTEMS FOR INDIVIDUAL LOTS WILL BE THE RESPONSIBILITY OF SAID INDIVIDUAL LOT OWNERS.
- A RIGHT OF ENTRY IS HEREBY GRANTED TO THE CITY OF CAMAS FOR THE REPAIR AND MAINTENANCE OF THE INDIVIDUAL S.T.E.F. SYSTEMS LOCATED ON THE LOTS WITHIN THE PLAT.
- THE FOLLOWING SETBACKS SHALL APPLY: FRONT YARD 20- FEET, SIDE YARD 5- FEET, SIDE YARD FLANKING A STREET 10- FEET, REAR YARD 25- FEET (EXCEPT THOSE LOTS ADJACENT TO A STEEP SLOPE SETBACK MAY BE REDUCED).
- NO FURTHER SHORT PLATTING OR SUBDIVIDING WILL BE PERMITTED ONCE THE FINAL PLAT HAS BEEN RECORDED.
- BUILDING PERMITS WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND ACCEPTED BY THE CITY.
- THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING UNIT WILL BE SUBJECT TO THE APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE OR AS OTHERWISE PROVIDED BY THE CITY.
- PRIOR TO THE BUILDING DEPARTMENT ISSUING A CERTIFICATE FOR OCCUPANCY, EACH LOT SHALL INSTALL A MINIMUM OF ONE 2" CALIPER TREE TO BE LOCATED IN THE PLANTER STRIP AS SPECIFIED ON THE PLAT. SPECIFIED TREES SHALL BE MAINTAINED IN GOOD HEALTH, AND DAMAGED OR DYING TREES SHALL BE PROMPTLY REPLACED (WITHIN SIX MONTHS) BY THE HOMEOWNER.
- AUTOMATIC FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13D ARE REQUIRED IN ALL STRUCTURES.
- ILLEGALLY PARKED VEHICLES MAY BE SUBJECT TO TOWING OR OTHER PRIVATE PARKING ENFORCEMENT MEASURES IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THE HOA DOCUMENTS.
- SHOULD ARCHAEOLOGICAL MATERIALS (E.G. CONES, SHELL, STONE TOOLS, BEADS, CERAMICS, OLD BOTTLES, HEARTH, ETC.) BE OBSERVED DURING PROJECT ACTIVITIES, ALL WORK IN THE IMMEDIATE VICINITY SHOULD STOP AND THE STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (360-586-3065), THE CITY PLANNING OFFICE, AND THE AFFECTED TRIBE(S) SHOULD BE CONTACTED IMMEDIATELY. IF ANY HUMAN REMAINS ARE OBSERVED, ALL WORK SHOULD CEASE AND THE IMMEDIATE AREA SECURED. LOCAL LAW ENFORCEMENT, THE COUNTY MEDICAL EXAMINER (360-397-8405), STATE PHYSICAL ANTHROPOLOGIST, DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (360-586-3534), THE CITY PLANNING OFFICE, AND THE AFFECTED TRIBE(S) SHOULD BE CONTACTED IMMEDIATELY. COMPLIANCE WITH ALL APPLICABLE LAWS PERTAINING TO ARCHAEOLOGICAL RESOURCES (RCW 27.53, 27.44 AND WAC 25-48) AND HUMAN REMAINS (RCW 68.50) IS REQUIRED. FAILURE TO COMPLY WITH THIS REQUIREMENT COULD CONSTITUTE A CLASS C FELONY.
- PRIOR TO OCCUPANCY FOR EACH HOME WITH AN IRRIGATION SYSTEM, THE BUILDING SHALL SUBMIT ACCEPTABLE BACK FLOW DEVICE (BFD) TESTING FOR EACH IRRIGATION METER INSTALLED AND PROVIDE SAID TESTING RESULTS TO THE CITY.
- GEOTECHNICAL SPECIAL INSPECTION AND FINAL SUMMARY REPORTS FOR EACH INDIVIDUAL LOT ADJACENT TO STEEP SLOPES SHALL BE SUBMITTED BY THE APPLICANT'S GEOTECHNICAL ENGINEER OF RECORD PRIOR TO OCCUPANCY PERMIT.
- NO STRUCTURES, FILL PLACEMENT AND/OR INFRASTRUCTURE IS PERMITTED IN THE STEEP SLOPE SETBACK MANAGEMENT ZONE AREA.
- A PUBLIC ACCESS EASEMENT SHALL BE PLACED OVER THE TRAIL BETWEEN LOT 33 AND 34 AND OWNED AND MAINTAINED BY THE SUMMIT TERRACE HOA. ALL TRAILS LOCATED WITHIN OPEN SPACE TRACT A AND E ARE ACCESSIBLE TO THE PUBLIC AND OWNED AND MAINTAINED BY THE CITY OF CAMAS.
- LOTS 50-55 SHALL TAKE GARBAGE AND RECYCLING TO THE CUL-DE-SAC AT THE END OF LOT 50.
- TRACTS "A" AND "C" OPEN SPACES AND TRACT "F" SANITARY PUMP STATION ARE TO BE OWNED AND MAINTAINED BY THE CITY.
- TRACT "B" IS AN AREA TO BE RETAINED BY DEVELOPER FOR FUTURE DEVELOPMENT.
- TRACTS "D" AND "G" PRIVATE ROADS TO BE OWNED AND MAINTAINED BY THE HOA.
- TRACT "E" STORMWATER AREA TO BE OWNED AND MAINTAINED BY THE HOA. THE CITY SHALL HAVE RIGHT-OF-WAY FOR INSPECTION PURPOSES.
- THE HOA SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SIGNAGE AND LANDSCAPE EASEMENT AREA ON LOTS 1 AND 55.
- STORM DRAINAGE EASEMENTS TO BE OWNED AND MAINTAINED BY THE HOA.
- THE EXISTING FENCES AND RETAINING WALLS ALONG THE PERIMETER OF THE PLAT ARE TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER WHO OWNS THE PROPERTY ON WHICH THE FENCE OR WALL IS LOCATED.
- A TOWING SERVICE SIGN, THAT INCLUDES THE TOWING SERVICE COMPANY NAME AND PHONE NUMBER, IS TO BE INSTALLED ON ALL PRIVATE ROADS. ENFORCEMENT OF "NO PARKING" ON PRIVATE ROADS IS THE RESPONSIBILITY OF THE HOA. THE CITY OF CAMAS BY WASHINGTON STATE LAW IS NOT ALLOWED TO ENFORCE "NO PARKING" ISSUES ON PRIVATE ROADS.

SURVEY REFERENCES:

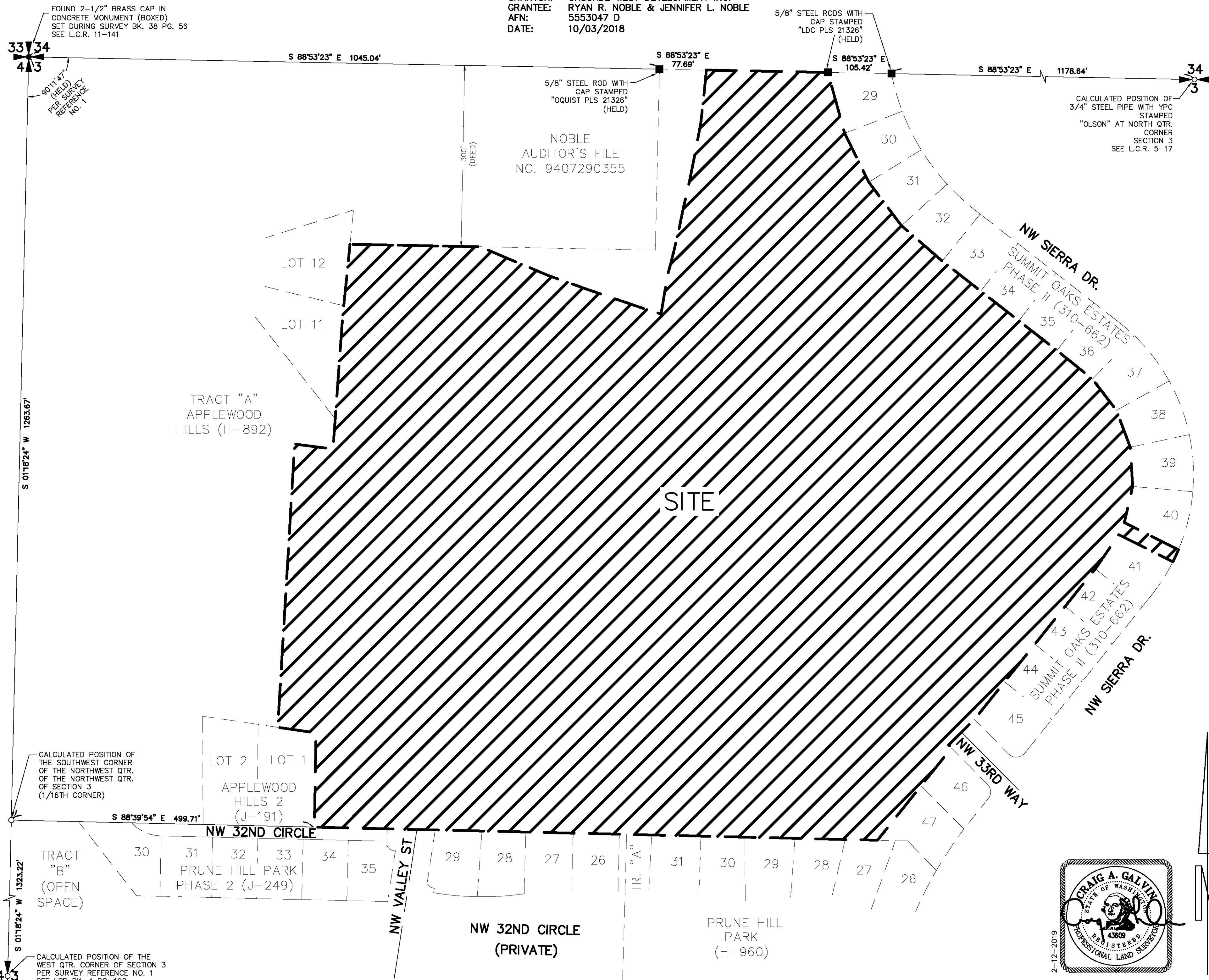
- OQUIST SURVEY BOOK 29, PAGE 123
- PLAT OF "APPLEWOOD HILLS", BOOK "H", PAGE 892
- PLAT OF "APPLEWOOD HILLS PHASE TWO", BOOK "J", PAGE 191
- PLAT OF "LACAMAS VIEW", BOOK "H", PAGE 751
- PLAT OF "SUMMIT OAKS ESTATES PHASE II", BOOK 310, PAGE 662
- PLAT OF "PRUNE HILL PARK", BOOK "H", PAGE 960
- PLAT OF "PRUNE HILL PARK PHASE 2", BOOK "J", PAGE 249
- SPOSITO SURVEY BOOK 38 PAGE 56

DEED REFERENCES:

- GRANTOR: SIGNATURE DEVELOPMENT II CORPORATION
 GRANTEE: SUMMIT TERRACE, LLC
 AFN: 5440294 D
 DATE: 09/07/2017
- GRANTOR: SUMMIT TERRACE LLC
 GRANTEE: CASCADE WEST DEVELOPMENT INC.
 AFN: 5542646 D
 DATE: 08/28/2018
- GRANTOR: CASCADE WEST DEVELOPMENT INC.
 GRANTEE: RYAN R. NOBLE & JENNIFER L. NOBLE
 AFN: 5553047 D
 DATE: 10/03/2018

LEGEND:

- INDICATES FOUND MONUMENT AS NOTED.
- YPC INDICATES YELLOW PLASTIC CAP



SUMMIT TERRACE SUBDIVISION
 A SUBDIVISION IN A PORTION OF THE NE 1/4 AND NW 1/4 OF THE NW 1/4 OF SECTION 3 T. 1 N., R 3 E., W. M., CITY OF CAMAS, CLARK COUNTY, WASHINGTON
 SHEET 1 OF 5
 FEBRUARY 2019

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 COMMUNITY DEVELOPMENT: _____

APPROVED BY: _____ DATE _____
 CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE

CAMAS-WASHOUGAL FIRE DEPARTMENT: _____
 APPROVED BY: _____ DATE _____
 CAMAS-WASHOUGAL FIRE CHIEF OR DESIGNEE

CITY OF CAMAS PUBLIC WORKS DEPARTMENT: _____
 ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED FOR IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL;
 ALL IMPROVEMENTS CAN OR WILL MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS;

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

APPROVED: _____ DATE _____
 CITY OF CAMAS ENGINEER

CLARK COUNTY ASSESSOR: _____
 THIS PLAT MEETS THE REQUIREMENTS OF R.C.W 56.17.170, LAWS OF WASHINGTON, TO BE KNOWN AS SUMMIT TERRACE SUBDIVISION, PLAT NO. _____ IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

COUNTY ASSESSOR _____ DATE _____

CLARK COUNTY AUDITOR: _____
 FILED FOR RECORD THIS _____ DAY OF _____, 2019
 IN BOOK _____ OF PLATS, AT PAGE _____
 AT THE REQUEST OF _____ SUMMIT TERRACE LLC
 AUDITOR'S RECEIVING NO. _____

DEPUTY/COUNTY AUDITOR _____

SURVEYOR'S CERTIFICATE:
 I, CRAIG A. GALVIN, A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "SUMMIT TERRACE" CORRECTLY REPRESENTS A SURVEY AND SUBDIVISION OF A PORTION OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AND THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT; THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN HEREON CORRECTLY AND THAT MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN ON THE PLAT.

 CRAIG A. GALVIN, PROFESSIONAL LAND SURVEYOR, 2-12-2019
 PLS NO. 43609 DATE

MINISTER-GLAESER SURVEYING INC.
 2200 E. EVERGREEN BLVD.
 VANCOUVER, WA 98661
 (360) 694-3313

JOB NO. 15-183
 DATE: 2-12-19
 CALC BY: CAG
 DRAWN BY: CAG/ADD
 CHECKED BY: DAD
 FILE: 15183.DWG

ACKNOWLEDGMENT:
 STATE OF _____
 COUNTY OF _____
 I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.
 WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS _____ DAY OF _____, 20____.
 SIGNED _____
 NOTARY PUBLIC IN AND FOR THE STATE OF _____
 RESIDING IN _____
 MY COMMISSION EXPIRES _____
 PRINT NOTARY NAME _____

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 FOUR SEASONS SUBDIVISION HOMEOWNERS ASSOCIATION, A HOMEOWNERS ASSOCIATION, 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 FOUR SEASONS SUBDIVISION HOMEOWNERS ASSOCIATION, RECORDED UNDER CLARK COUNTY RECORDING NO. _____
 BY: _____ PRINTED _____ SIGNED _____ TITLE _____ DATE _____

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.
 A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED IN 07-21-2015.

SUMMIT TERRACE SUBDIVISION

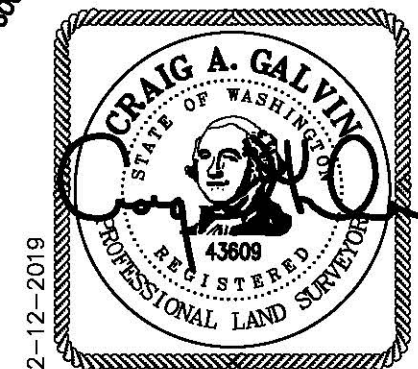
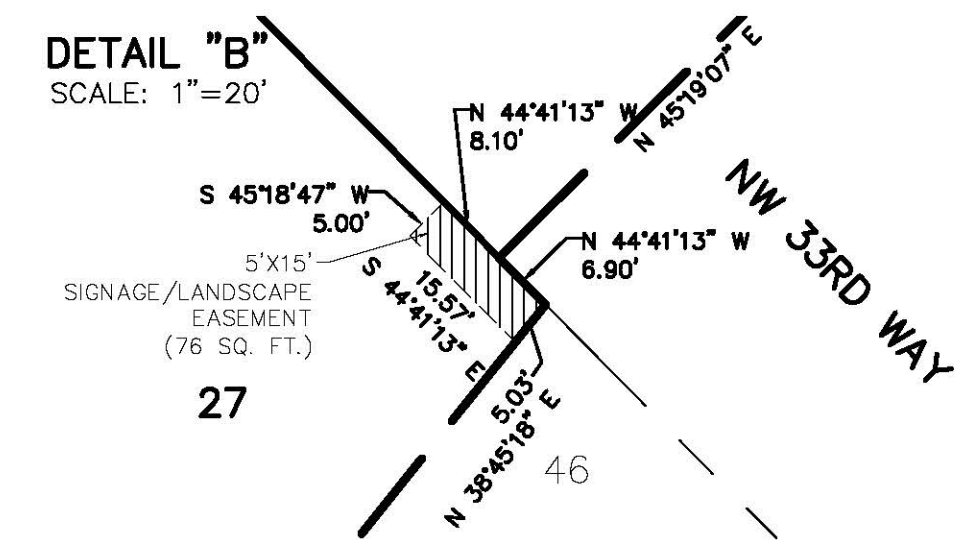
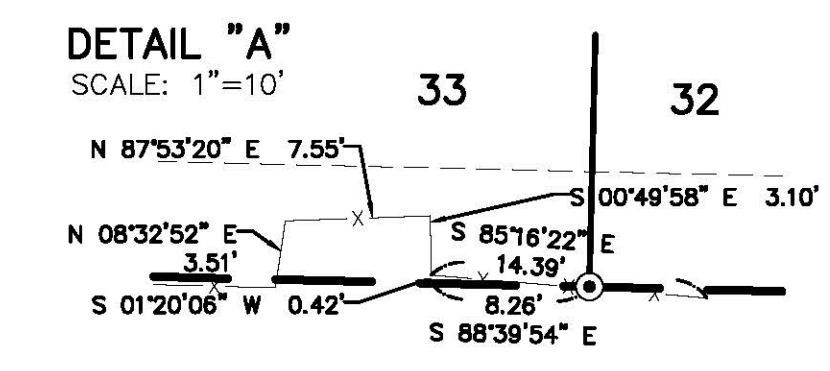
A SUBDIVISION IN A PORTION OF THE NE 1/4 AND NW 1/4 OF THE NW 1/4 OF SECTION 3 T. 1 N., R 3 E., W. M., CITY OF CAMAS, CLARK COUNTY, WASHINGTON
SHEET 3 OF 5
FEBRUARY 2019

TRACT "E"
(STORMWATER TRACT)
57,117 SQ. FT.
SEE NOTE 21



- SURVEY REFERENCES:**
1. OQUIST SURVEY BOOK 29, PAGE 123
 2. PLAT OF "APPLEWOOD HILLS", BOOK "H", PAGE 892
 3. PLAT OF "APPLEWOOD HILLS PHASE TWO", BOOK "J", PAGE 191
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 5. PLAT OF "SUMMIT OAKS ESTATES PHASE II", BOOK 310, PAGE 662
 6. PLAT OF "PRUNE HILL PARK", BOOK "H", PAGE 960
 7. PLAT OF "PRUNE HILL PARK PHASE 2", BOOK "J", PAGE 249

- LEGEND:**
- INDICATES FOUND 5/8" STEEL ROD WITH YELLOW PLASTIC CAP STAMPED "OQUIST PLS 21326", (HELD) UNLESS NOTED OTHERWISE.
 - ✱ INDICATES FOUND 5/8" STEEL ROD WITH YELLOW PLASTIC CAP STAMPED "LDC PLS 21326", (HELD) UNLESS NOTED OTHERWISE.
 - ⊙ INDICATES 1/2" x 24" STEEL ROD WITH (GALVIN 43609) CAP SET
 - ⊕ INDICATES RIGHT OF WAY CENTERLINE
 - + INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED 43609 SET AT THE EXTENSION OF LOT LINE IN THE CURB, FOR THE PURPOSE OF WITNESS CORNER



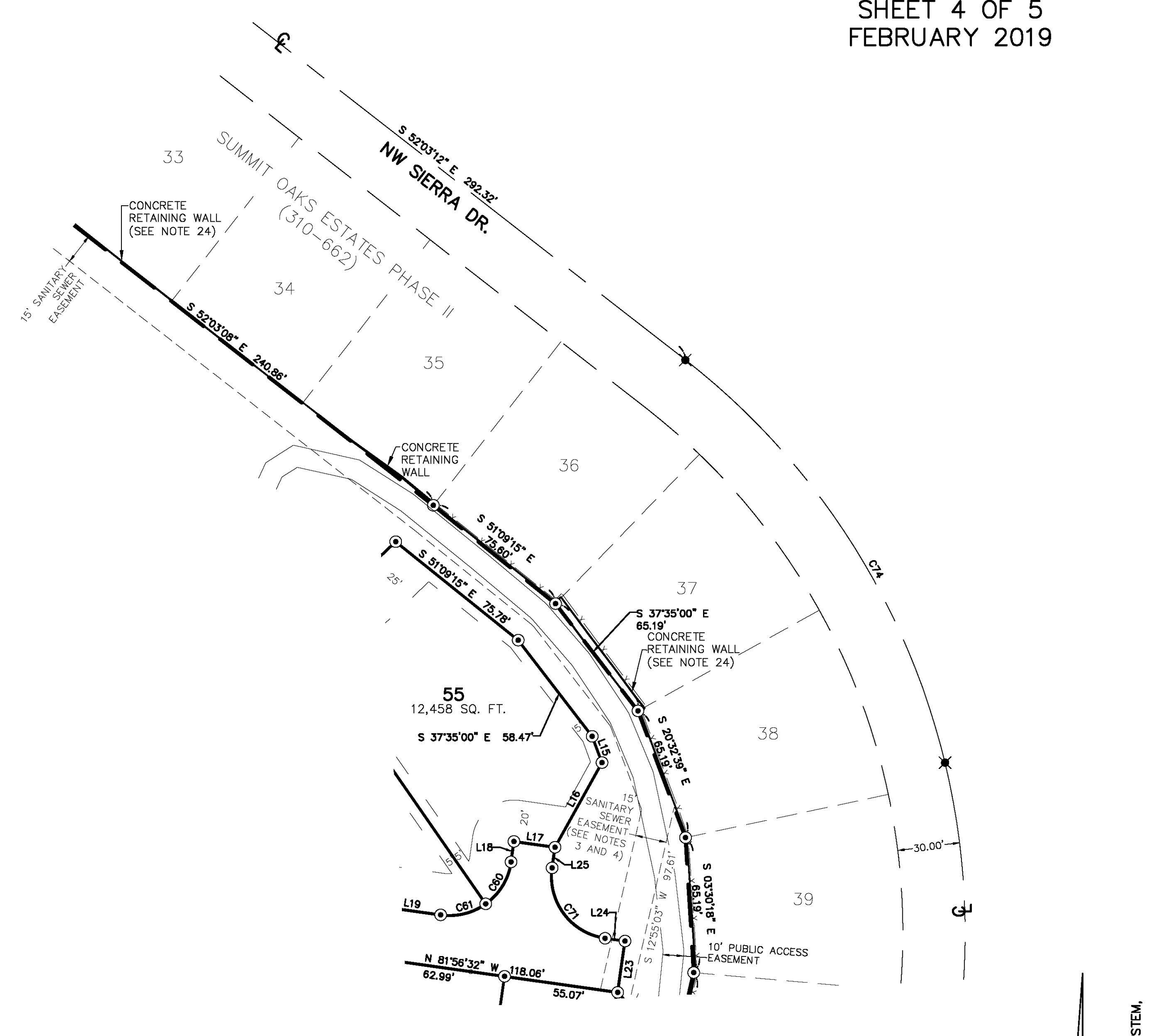
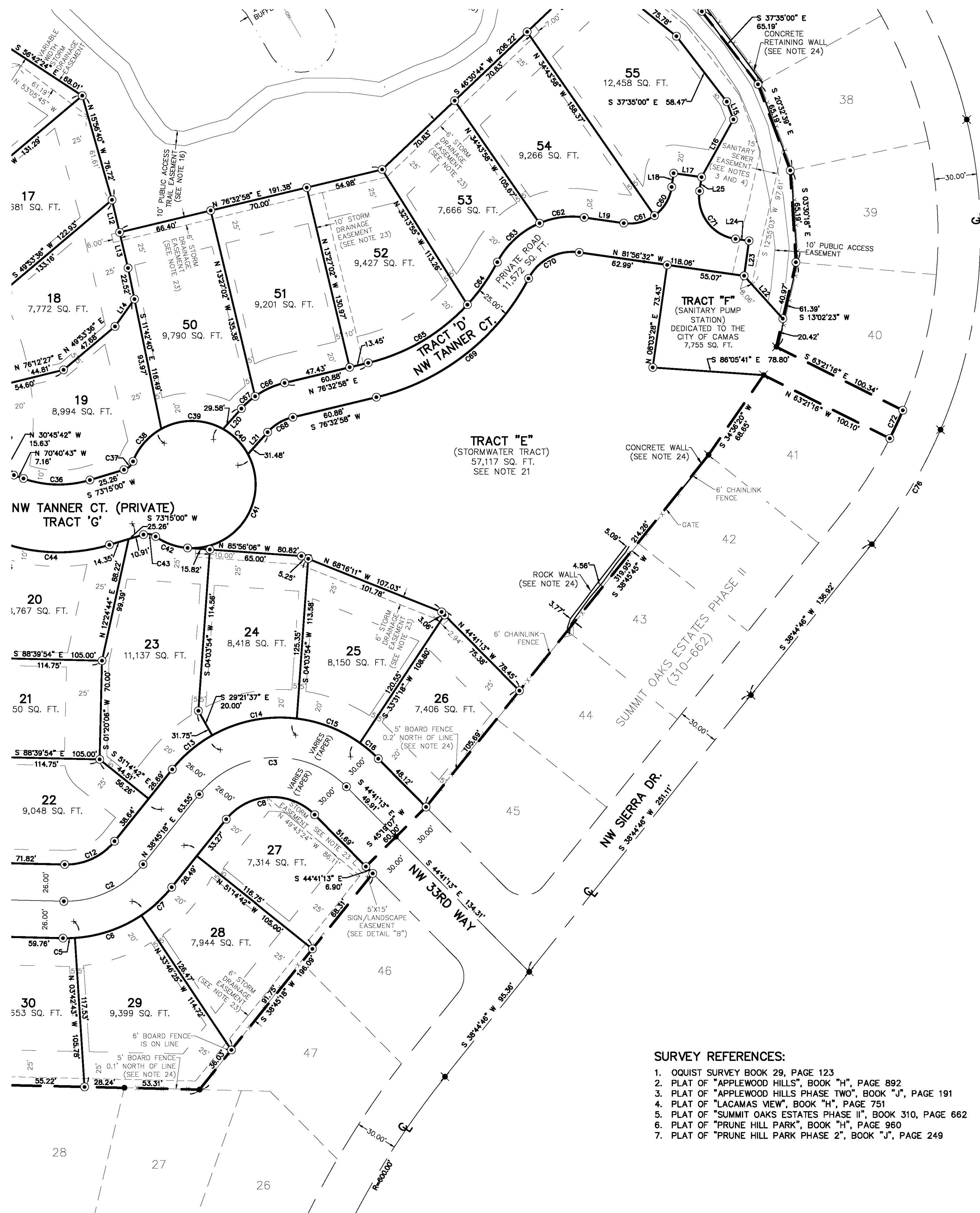
2-12-2019
BASIS OF BEARINGS:
NAD83/2011 EPOCH 2010
WASHINGTON STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, US FEET
BASED ON RTK-GPS TIES FROM WSDOT
GEODETIC CONTROL POINT 10P06800-44

MINISTER-GLAESER SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

JOB NO. 15-183
DATE: 2-12-19
CALC BY: CAG
DRAWN BY: CAG/AAD
CHECKED BY: DAD
FILE: 15183.DWG

SUMMIT TERRACE SUBDIVISION

A SUBDIVISION IN A PORTION
OF THE NE 1/4 AND NW 1/4
OF THE NW 1/4 OF SECTION 3
T. 1 N., R 3 E., W. M.,
CITY OF CAMAS
CLARK COUNTY, WASHINGTON
SHEET 4 OF 5
FEBRUARY 2019

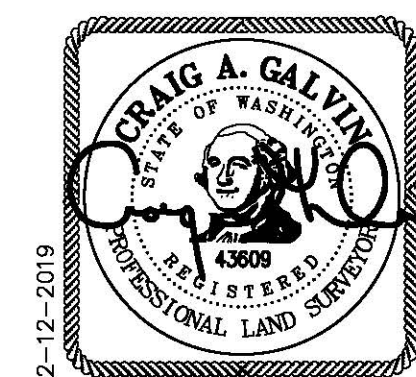


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- ⊙ INDICATES 1/2" x 24" STEEL ROD WITH (GALVIN 43609) CAP SET
- ⊕ INDICATES RIGHT OF WAY CENTERLINE
- + INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED 43609 SET AT THE EXTENSION OF LOT LINE IN THE CURB, FOR THE PURPOSE OF WITNESS CORNER



2-12-2019
BASIS OF BEARINGS:
NAD83/2011 (EPOCH 2010)
WASHINGTON STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, US FEET
BASED ON RTK-GPS TIES FROM WSDOT
GEODETIC CONTROL POINT "GP06500-44"

SCALE 1 INCH = 40 FEET

**MINISTER-GLAESER
SURVEYING INC.**
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

JOB NO. 15-183
DATE: 2-12-19
CALC BY: CAG
DRAWN BY: CAG/ADD
CHECKED BY: DAD
FILE: 15183.DWG

2019 Citizen Appointments

Board/ Committee/ Commission	Term	Full Name	Appointment	Term Expiration
Board of Adjustment	5-year	Heather Vo	Appointment	12/31/2023
Civil Service Commission	6-year	Martin Burrows	Appointment	12/31/2024
Design Review Committee	Indefinite	Heather Vo	Appointment	Indefinite
LEOFF Disability Board	2-year	Paul Berg	Reappointment	12/31/2020
	2-year	Joan Durgin	Reappointment	12/31/2020
Library Board	5-year	Jessie Wimer	Reappointment	12/31/2023
Parks & Recreation Commission	remainder of 3-year term recently vacated	David Dewey	Appointment	12/31/2019
	3-year	Dareena Stepanyuk	Reappointment	12/31/2021
	3-year	Randy Curtis	Reappointment	12/31/2021
Planning Commission	remainder of 3-year term recently vacated	Shawn High	Appointment	12/31/2020
	3-year	Geoerl Niles	Appointment	12/31/2021
	3-year	Tim Hein	Reappointment	12/31/2021
Public Works	Indefinite	Joe Keller	Appointment	Indefinite
	Indefinite	Jon Daane	Appointment	Indefinite
	Indefinite	Bob Lenhart	Appointment	Indefinite

2019 COUNCIL APPOINTMENTS

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

Board/ Committee/ Commission	Full Name	Position
Fire/Emergency Medical Services Partnership	Greg Anderson	Liaison
	Shannon Turk	Liaison
GP Mill Advisory Committee	Steve Hogan	Liaison
	Shannon Turk	Alternate
LEOFF Disability Board	Melissa Smith	Board Member
	Don Chaney	Board Member
Library Board	Bonnie Carter	Liaison
	Ellen Burton	Alternate
Lodging Tax Advisory Committee	Deanna Rusch	Liaison
Lower Columbia Fish Recovery Board - Regional Cities Rep	No assignment	
Mayor Pro-Tem	Bonnie Carter	
Parks & Recreation Commission	Deanna Rusch	Liaison
	Melissa Smith	Alternate
Planning Commission	Ellen Burton	Liaison
	Deanna Rusch	Alternate
Port of Camas-Washougal	Shannon Turk	Liaison
Public Works	Bonnie Carter	Liaison
	Steve Hogan	Alternate
Regional Transportation Council (RTC)	Melissa Smith	Liaison
Shoreline Management Review Committee	Ellen Burton	Liaison
Sister Cities Committee	Shannon Turk	Liaison
	Ellen Burton	Alternate



CITY OF CAMAS STAFF REPORT

To: Mayor Turk
City Council

From: Robert Maul, Planning Manager

Date: February 19th, 2019

Proceeding Type: PRESENTATION

Subject: SE 202nd Avenue Annexation (ANNEX18-01)
10% Notice of Intent

Legislative History:

- | | |
|-------------------------------|----------------------------------|
| • First Presentation: | February 19 th , 2019 |
| • Second presentation/Action: | TBD |
-

Background:

The applicant submitted a request to annex property using provisions listed in RCW 35A.14.120-150 on November 30th, 2018 (Direct petition method). Staff met with the City Council on December 17th, 2018 to set a date to hear the 10% notice of intent by the applicant for January 22nd, 2019. The applicant requested the action be put on hold on January 15th, 2019 until February. As such, staff again met with Council on February 4th, 2019 to set a date to hear the 10% notice of intent on February 19th.

The annexation area is comprised of one lot located at 1806 SE 202nd Avenue (Please see Figure 1). The subject site is approximately 1.61 acres and is carries a comprehensive plan designation of Urban Low. The initiating parties represent the parcel of land in question, which has a total assessed value of \$624,246.00, or 100% of the total assessed value of the defined area. The notice is valid and satisfies the requirements of RCW 35A.14.120.

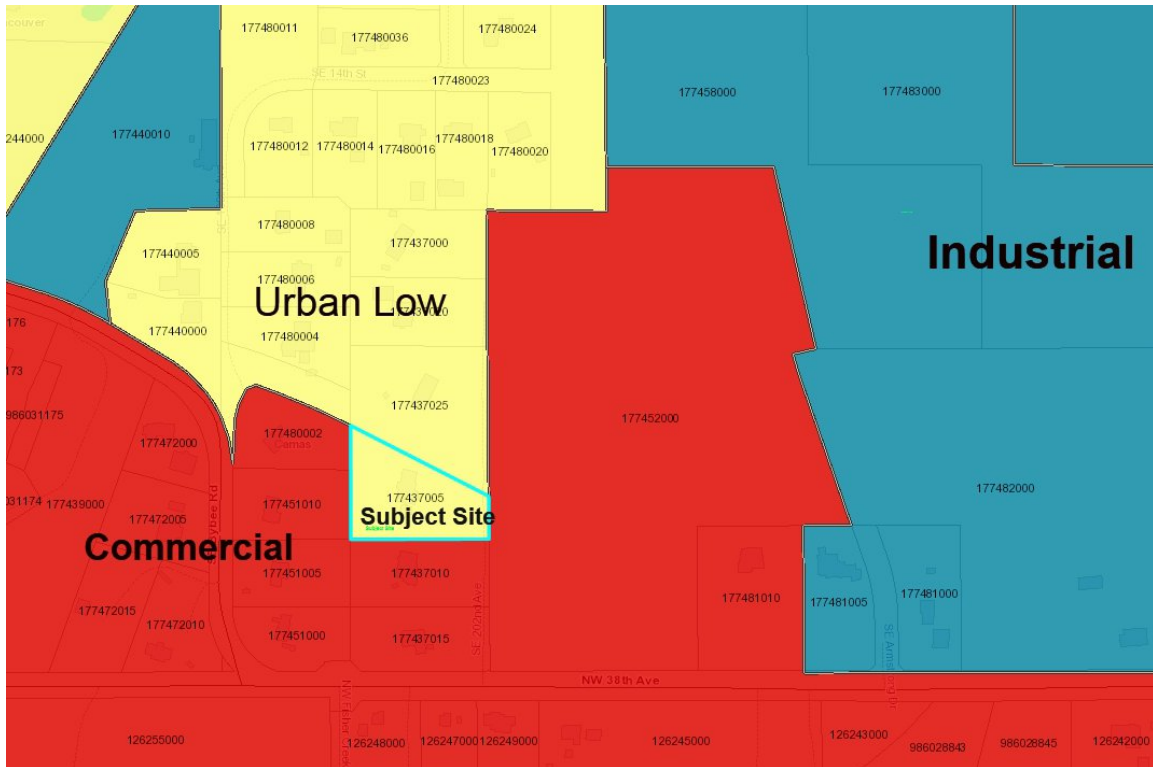
Figure 1: Proposed Annexation Area



Comprehensive Plan Designation:

The subject site has a comprehensive plan designation of Urban Low (See figure 2), which allows for single family dwelling unit development and zoning designations of R-15 (15,000 square foot lots or larger). The applicant has requested the site be zoned Multi-Family Residential (MF-18), which would be 18 units per acre. A zoning change designation to MF-18 first requires a comprehensive plan change to Multi-Family High. The applicant has applied for a formal 2019 comprehensive plan change for the subject site. Staff recommends the comprehensive plan designation issue be resolved prior to holding a hearing on a 60% petition should this annexation effort move forward.

Figure 2



Process:

As per RCW 35A.14.120, the City Council is required to meet with the initiating parties and will discuss the following:

1. Whether the City will accept, reject, or geographically modify the proposed annexation;
2. Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330, and RCW 35A.14.340); and
3. Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

If the Council were to accept the proposed annexation (with or without modifications), the next step in the process is for the initiating party to collect signatures from property owners representing at least 60% of the assessed value of the area to be annexed. If a valid petition is submitted, then the City Council may hold a public hearing to consider the request.

Recommendation:

Based on the discussion herein, staff recommends Council accept the 10% petition as presented, but hold off on a 60% hearing until the applicant's comprehensive plan request has gone through the 2019 legislative process as requested. Alternatively, if a comprehensive plan change does not occur and the applicant still moves forward with a 60% petition, then the zoning designation affixed should be consistent with what is allowed in Urban Low.

Options:

Option	Results
• Reject the Notice of Intent	The annexation process ends and the subject property would remain in unincorporated Clark County.
• Accept the Notice as submitted	The initiating parties would draft a petition and begin gathering signatures.
• Accept the Notice but modify the boundaries.	The initiating parties would draft a revised petition and begin gathering signatures.

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS
AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-
WASHOUGAL FIRE DEPARTMENT DATED DECEMBER 4, 2013**

This Amendment made pursuant to Section 30.1 of the Interlocal Agreement between the Cities of Camas and Washougal for the Formation and Operation of the Camas-Washougal Fire Department dated December 4, 2013, hereinafter “Agreement”, by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as “Washougal”, and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as “Camas”:

WITNESSETH

WHEREAS, Camas has determined that it is appropriate to increase the staffing profile provided in Section 6 of the Agreement to add two firefighters and one deputy fire marshal, and that such staffing increases should occur in 2019.

WHEREAS, Washougal has not determined that the increased staffing profile is appropriate at this time and is therefore not prepared to fully participate in the ongoing funding of the additional positions in 2019.

WHEREAS, Washougal has determined that it will participate in funding the salary and benefits costs of two new firefighter positions in 2019, at an estimated Washougal cost of \$64,000 for 2019.

WHEREAS, Washougal has not committed to the ongoing funding of these two new firefighter positions beyond 2019.

WHEREAS, Camas has further determined to independently fund one deputy fire marshal position outside of the formulaic cost sharing identified in the Agreement.

WHEREAS, Camas will further incur expenses relating to the acquisition of associated equipment.

WHEREAS, Camas and Washougal have stipulated to amend Section 16, by adding a new Subsection 16.17, to clarify the respective responsibilities associated with the funding and cost allocation provision of the Agreement.

WHEREAS, Section 16 of the Agreement shall be amended to include a new subsection 16.17, as follows:

16.17 The provisions of this Section relating to the funding and cost allocation shall remain in full force and effect, with the exception that the addition of two firefighters and deputy fire marshal to occur in 2019 shall be partially funded by Washougal (two firefighters) and the remaining new position (one deputy fire marshal) independently funded by Camas, and Washougal is not bound to participate in the full funding of these additional positions in 2019, under the following conditions:

16.17.1 Washougal will fund its share of the salaries and benefits of two new firefighter positions in 2019, said share estimated to be \$64,000 in 2019.

16.17.2 Washougal's funding of its share of two new firefighter positions in 2019 is not a commitment to the ongoing funding of these positions beyond 2019.

16.17.3 Camas and Washougal will work together with best efforts and good faith to review the staffing profile for the Agreement to seek mutual agreement on staffing levels and staffing needs, alternatives to increased staffing such as the enhanced use of volunteers, alternative service delivery models, funding and ability to pay, and efforts to contain and control program costs. Camas and Washougal further agree that they will mutually review all other provisions of the Agreement as may be appropriate for amendment, including but not limited to capital facilities planning and funding, cost sharing and ECFR payments.

16.17.4 The parties agree that good faith and best efforts will be made to reach mutual agreement regarding the additional staffing and related cost sharing and the other review items described herein in time to implement any adjustments in the 2020 budget, but in any event no later than in time for the 2021 budget.

16.17.5 Failure to negotiate future funding allocation shall not constitute cause under Section 19. Termination shall require twenty-four months' notice pursuant to section 19.2 unless some other grounds exist under Sections 19.3 or 19.4 permitting a shorter termination period. Any termination shall be expressly subject to Section 19.8 relating to reimbursement of net costs to include the additional funding assumption by Camas as described in this Section. Such termination notice shall not prevent the Parties from reaching mutual agreement during the pendency of the twenty-four months' notice period.

16.17.6 Additional expenses assumed by Camas relating to the acquisition of equipment shall be reimbursed by Washougal concurrently with an agreement on staffing levels as described in Subsection 16.17.3 herein, but in no event later than December 31, 2020.

16.17.7 The terms of Attachment D shall be amended as necessary to reflect the provisions of this Subsection 16.17.

IN WITNESS WHEREOF the parties have caused this Amendment of Interlocal Agreement to be executed in their respective names by their duly authorized officers and have caused this Amendment of Interlocal Agreement to be dated as of the _____ day of _____, 2019.

CITY OF CAMAS, a municipal corporation

By: Shannon Turk
Title: Mayor, City of Camas

Attest:

Camas City Clerk

Approved as to form:

Shawn R. MacPherson, City Attorney

CITY OF WASHOUGAL, a municipal corporation

By: David Scott
Title: City Manager, City of Washougal

Attest:

Washougal City Clerk

Approved as to form:

Kenneth Woodrich, City Attorney

RESOLUTION NO. 19-002

A RESOLUTION adopting a revised salary scale for the position of Facilities Operations Specialist.

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

I

The salary scale for Facilities Operations Specialist, a position in the AFSCME union, shall be as set forth in the salary schedule attached hereto as Exhibit "A" with an effective date of February 1, 2019.

II

PASSED BY the Council and approved by the Mayor this ____ day of February, 2019.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

Exhibit A

Position	1	2	3	4	5	6	7
	Facilities Operations Specialist	5385	5546	5714	5884	6061	6243

ORDINANCE NO. 19-002

AN ORDINANCE amending Chapter 2.26 of the Camas Municipal Code relating to the establishment of a Development Review Engineering Department within the Community Development Department.

The Council of the City of Camas do ordain as follows:

Section I

A new subsection 2.26.030(E) of the Camas Municipal Code is hereby adopted to provide as follows:

E. Development Review Engineering, the manager of which shall be the city engineer or engineering manager.

Section II

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 19th day of February, 2019.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 19-003

AN ORDINANCE of the City of Camas, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$25,000,000 aggregate principal amount of water and sewer revenue bonds in one or more series to finance improvements to the City's water and sewer system and repay certain Drinking Water State Revolving Fund loans; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed: February 19, 2019

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

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ORDINANCE NO. 19-003

AN ORDINANCE of the City of Camas, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$25,000,000 aggregate principal amount of water and sewer revenue bonds in one or more series to finance improvements to the City's water and sewer system and repay certain Drinking Water State Revolving Fund loans; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

WHEREAS, the City of Camas, Washington (hereinafter the "City"), now owns, maintains and operates a combined water and sewerage system (the "System"); and

WHEREAS, it is in the best interest of the City to undertake improvements to the System; and

WHEREAS, the City has three outstanding Drinking Water State Revolving Fund loans with the State of Washington, currently outstanding in the principal amount of \$10,929,784.72 (collectively, the "Drinking Water State Revolving Fund Loans"), which may be prepaid prior to their stated maturity dates; and

WHEREAS, pursuant to Ordinance No. 15-013 of the City adopted on August 17, 2015, the City issued its revenue bonds under date of September 10, 2015 (the "2015 Bonds"), currently outstanding in the aggregate principal amount of \$17,520,000, and provided in Section 5.2(e) of such ordinance that additional revenue bonds of the City could be issued on a parity with the 2015 Bonds if certain conditions were met; and

WHEREAS, in order to finance capital improvements to the System and to repay the Drinking Water State Revolving Fund Loans, it is hereby found necessary and advisable that the City issue its water and sewer revenue bonds (the "Bonds") with a lien on the revenues of the System on a parity with the lien of the 2015 Bonds;

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

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used in this ordinance, the following words shall have the following meanings:

"Annual Debt Service" means the amount required to be paid in any calendar year for (1) interest on all Parity Bonds then outstanding, excluding interest paid from proceeds of such bonds; (2) principal of all Parity Bonds then outstanding but excluding any Parity Bonds, if any, for which a sinking fund account has been established; and (3) payments into any sinking fund

account for the amortization of Parity Bonds. If the interest rate on any such bonds is other than a fixed rate, the rate applicable at the time of computation shall be used.

The City may deduct the direct payment the City is expected to receive in respect of any Future Parity Bonds for which the federal government will provide the City with a direct payment of a portion of the interest from the interest portion of annual debt service.

“Assessment Income” means the principal of and interest on assessments levied in ULIDs and pledged to be paid into the Bond Fund. Assessment Income shall be allocated to the years in which it would be received if the unpaid balance of each assessment roll were paid in the remaining number of installments with interest on the declining balance at the times and at the rate provided in the ordinance confirming the assessment roll.

“Assessments” means all assessments levied in any ULID of the City created for the acquisition or construction of additions and improvements to and extensions of the System, if such assessments are pledged to be paid into the Bond Fund. “Assessments” include any installments of Assessments and any interest or penalties which may be due thereon.

“Authorized Denomination” means \$5,000 or any integral multiple thereof within a maturity of a Series.

“Average Annual Debt Service” means as of the date of calculation the average amount of Annual Debt Service required to be paid in any calendar year thereafter for the then outstanding Parity Bonds.

“Beneficial Owner” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

“Bond Fund” means the “Water-Sewer Revenue Bond Fund” created by Section 5 of Ordinance No. 1036 to pay and secure the payment of the principal of and interest on the Parity Bonds.

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

“Bond Registrar” or “Registrar” means the Fiscal Agent, or any successor bond registrar selected by the City.

“Bonds” means the not to exceed \$25,000,000 aggregate principal amount of City of Camas, Washington, Water and Sewer Revenue Bonds, 2019, authorized to be issued pursuant to this ordinance.

“City” means the City of Camas, Washington, a municipal corporation duly organized and existing under the laws of the State.

“City Council” means the legislative authority of the City, as duly and regularly constituted from time to time.

“Code” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

“Contract Resource Obligation” means an obligation of the City, designated as a Contract Resource Obligation and entered into pursuant to Section 4.7 of this ordinance, to make payments for water or sewer supply, transmission or service to another person or entity.

“Coverage Requirement” means (a) for any period during which Assessments may be paid without becoming delinquent, the sum of (i) the product of the Average Annual Debt Service on all Parity Bonds then outstanding times a fraction, the numerator of which is the aggregate principal amount of nondelinquent Assessments which remain to be paid into the Bond Fund plus the principal amount of Assessments previously paid into and then on hand in the Bond Fund, and the denominator of which is the aggregate principal amount of Parity Bonds then outstanding, plus (ii) 1.25 times the product of Average Annual Debt Service on all Parity Bonds then outstanding times the difference of 1.0 minus the fraction calculated pursuant to (i) above; or (b) for any other period, the product of 1.25 times the Average Annual Debt Service on the Parity Bonds then outstanding.

“Designated Representative” means the officer of the City appointed in Section 9.1 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

“Drinking Water State Revolving Fund Loans” means the City’s following drinking water state revolving fund loans: (a) dated April 9, 2013, with a final maturity date of October 1, 2036, and currently outstanding in the principal amount of \$6,391,441.80; (b) dated December 1, 2015, with a final maturity date of July 1, 2036, and currently outstanding in the principal amount of \$1,104,342.92 and (c) dated December 1, 2015, with a final maturity date of July 1, 2036, and currently outstanding in the principal amount of \$3,434,000.

“DTC” means The Depository Trust Company, New York, New York, or its nominee.

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

“Finance Director” means the person designated as Finance Director by the City Council from time to time.

“Fiscal Agent” means the fiscal agent of the State, as the same may be designated by the State from time to time.

“Fiscal Year” means the fiscal year used by the City at any time.

“Future Parity Bonds” means the obligations hereafter issued on a parity with the payments required to be made out of the Revenue Fund to pay and secure the payment of the principal of and interest on the Outstanding Parity Bonds and the Bonds.

“Government Obligations” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

“Gross Revenue” means all of the rates, charges or other income and receipts in each case derived by or on account of the City from the operation or ownership of the System.

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

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

“Maximum Annual Debt Service” means as of the date of calculation the maximum amount of Annual Debt Service required to be paid in any calendar year thereafter for the then outstanding Parity Bonds.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenue” means Gross Revenue minus Operation and Maintenance Costs.

“Operation and Maintenance Costs” means all necessary costs to the City of operating and maintaining the System, including but not limited to the City’s administrative and general expenses (which expenses may include pro rata budget charges for city departments when such charges represent a reasonable distribution and share of actual cost), costs of insurance (including reasonable contributions for self-insurance reserves), consulting technical services, excise taxes, and repairs and replacements (only to the extent not properly classifiable as capital costs), but excluding depreciation (or reserves therefor), amortization of intangibles or other bookkeeping entries of a similar nature, capital costs of additions, betterments, extensions or replacements of all or any portion of the System, or debt service or transfers from money of the System to other funds of the City as taxes or payments in lieu of taxes. Operation and Maintenance Costs shall also include any amounts due under Contract Resource Obligations.

“Outstanding Parity Bonds” means the outstanding 2015 Bonds.

“Owner” means, without distinction, the Registered Owner and the Beneficial Owner.

“Parity Bonds” means the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

“Professional Utility Consultant” means the independent person(s) or firm(s) selected by the City having a favorable reputation for skill and experience with water and sewer systems of comparable size and character to the System in such areas as are relevant to the purposes for which they are retained.

“Project” means the capital improvements to the System, including water reservoirs, wells and piping and other capital purposes, as deemed necessary and advisable by the City. Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project. The Project includes acquisition, construction and installation of all necessary equipment, apparatus, accessories, fixtures and appurtenances.

“Project Fund” means the fund or funds of the City created for the purpose of carrying out the Project.

“Purchaser” means KeyBanc Capital Markets Inc. of Seattle, Washington.

“Qualified Letter of Credit” means any irrevocable letter of credit issued by a financial institution for the account of the City on behalf of the owners of any Parity Bonds, which institution maintains an office, agency or branch in the United States and as of the time of issuance of such letter of credit, is rated in one of the two highest rating categories by Moody’s Investors Service, Inc. or S&P Global Ratings, or their comparably recognized business successors.

“Qualified Insurance” means any noncancelable municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies), which insurance company or companies, as of the time of issuance of such policy or surety bond, is rated in one of the two highest rating categories by Moody’s Investors Service, Inc. or S&P Global Ratings, or their comparably recognized business successors.

“Rate Stabilization Account” means the account of that name authorized to be created within the Revenue Fund pursuant to Section 4.5 of this ordinance.

“Rating Agency” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

“Record Date” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 3.3.

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

“Reserve Account” means that account in the Bond Fund created by Section 6 of Ordinance No. 1036 of the City. The Designated Representative shall determine whether the Bonds will be secured by the Reserve Account, or whether to create a separate reserve account to secure the Bonds.

“Reserve Account Requirement” means with respect to any Parity Bonds secured by the Reserve Account, an amount equal to the lesser of (a) 125% of Average Annual Debt Service on such bonds, (b) 10% of the original net proceeds of such series of bonds, and (c) Maximum Annual

Debt Service for such bonds secured by the Reserve Account. For purposes of the Reserve Account Requirement, the City may deduct the direct payment the City is expected to receive in respect of any Future Parity Bonds for which the federal government will provide the City with a direct payment of a portion of the interest from the interest portion of annual debt service. The reserve account requirement for a separate reserve account means the amount, if any, by established by (1) the Designated Representative or (2) an ordinance authorizing any Future Parity Bonds.

“Revenue Fund” means the special “Water and Sewer Revenue Fund” of the City created by Section 4 of Ordinance No. 781. The City by such ordinance has pledged that the Gross Revenue of the System shall be paid into the Revenue Fund as collected.

“Rule 15c2-12” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

“SEC” means the United States Securities and Exchange Commission.

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

“Series of the Bonds” or “Series” means a series of the Bonds issued pursuant to this ordinance.

“State” means the State of Washington.

“System” means the existing water supply and distribution system and sanitary sewage collection and disposal system of the City as the same has heretofore been combined and as the same shall be added to, improved and extended for as long as any of the Parity Bonds are outstanding.

“Term Bond” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

“2015 Bonds” means the \$19,145,000 aggregate principal amount of City of Camas, Washington, Water and Sewer Revenue and Refunding Bonds, 2015, issued pursuant to Ordinance No. 15-013 adopted on August 17, 2015.

“ULID” means a utility local improvement district in which Assessments have been or will be levied for improvements financed in whole or in part from proceeds of any Parity Bonds.

“Undertaking” means the undertaking to provide continuing disclosure entered into pursuant to Section 8.1 of this ordinance.

ARTICLE II
PLAN OF IMPROVEMENTS; FINDINGS AND DETERMINATIONS

Section 2.1 Plan of Improvements. The City hereby specifies and adopts a system or plan of additions to and betterments and extensions of the System, consisting of the following capital improvements (collectively, the “Project”): water reservoirs, wells and piping and other capital purposes to the System approved by the City Council. The City hereby adopts the Project as a plan and system. The Project will be undertaken in accordance with specifications and contracts for acquisition and construction approved by the City Council from time to time. The Project shall be subject to such changes as to details as may be authorized by the City Council. The City may proceed with the construction and installation of the Project as herein authorized, either alone or in conjunction with the construction of other facilities of the System, and in whole, or in successive parts from time to time as may be found advisable. The estimated cost of the Project is approximately \$19,725,000, which is expected to be financed out of Bond proceeds and other System revenues.

Section 2.2 Parity Conditions. The City Council hereby finds and determines as follows:

First, that the Bonds will be issued for the purpose of acquiring, constructing and installing additions to and betterments and extensions of, acquiring necessary equipment for, or making necessary repairs or capital improvements to or replacements of equipment of the System, and to repay outstanding debt of the System.

Second, that at the time of adoption of this ordinance and at the time of the issuance of the Bonds there is not nor will there be any deficiency in the Bond Fund or the Reserve Account.

Third, that this ordinance contains the provisions and covenants regarding the payments to be made into the Bond Fund and Reserve Account or such other reserve account determined by the Designated Representative, and regarding the establishment, maintenance and collection of rates and charges for water and sanitary sewage collection and disposal service by the City.

Fourth, that the City has been assured that the certificate of an independent professional engineer licensed to practice in the State or the Finance Director of the City as required by Section 5.2(E) of Ordinance No. 15-013 for the issuance of Future Parity Bonds will be provided to the City at or prior to the issuance of the Bonds.

All of the conditions of Ordinance No. 15-013 have been met and fully complied with or will be met prior to the Issue Date, and the City hereby finds that the Bonds may now be issued on a parity of lien with the Outstanding Parity Bonds.

ARTICLE III
AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.1 Authorization of Bonds. The City shall now issue and sell its water and sewer revenue bonds to provide funds to pay costs of the Project, repay the Drinking Water State Revolving Fund Loans, fund a reserve account if the funding of a reserve account is approved by the Designated Representative, and pay costs of issuing the Bonds. The Bonds shall be designated

as the “City of Camas, Washington, Water and Sewer Revenue Bonds, 2019.” Each Series of Bonds issued shall be dated as of the date of their initial delivery, shall be fully registered as to principal and interest, shall be in Authorized Denominations, provided no Bond shall represent more than one maturity, and shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification. The Bonds shall bear interest payable semiannually at the rates per annum and be payable in the years and amounts as shall be determined pursuant to Section 9.1 hereof.

The Bonds shall not be general obligations of the City. The Bonds shall be obligations only of the Bond Fund and shall be payable and secured as provided herein. The Bonds do not constitute an indebtedness of the City within the meaning of the constitutional provisions and limitations of the State.

Section 3.2 Registration, Exchange and Payments.

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

(b) Bond Registrar; Duties. The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City’s paying agent for the Bonds and to carry out all of the Bond Registrar’s powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar’s Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

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

(d) Securities Depository; Book-Entry Only Form. DTC is appointed as initial Securities Depository. Each Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the

name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

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

(e) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For so long as all Bonds are in fully immobilized form, payments of principal and interest shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer in fully immobilized form, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the interest payment date, and principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar; provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of Bonds, interest will be paid by wire transfer on the date due to an account with a bank located within the United States.

Section 3.3 Redemption.

(a) Optional Redemption. The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Section 9.1.

(b) Mandatory Redemption. Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Section 9.1 and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

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

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

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

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

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

Section 3.4 Form of Bonds; Signatures and Seal. Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is

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

Section 3.5 Authentication. Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Bond is one of the fully registered City of Camas, Washington, Water and Sewer Revenue Bonds, 2019.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 3.6 Lost or Destroyed Bonds. In case any of the Bonds shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new bond or bonds of like amount, date, tenor and effect to the Registered Owner or nominee thereof upon payment to the City for the expenses and charges in connection therewith and upon his or her filing with the Bond Registrar evidence satisfactory to said Bond Registrar that such Bond or Bonds were actually lost, stolen or destroyed and of his ownership thereof, and upon furnishing the City with indemnity satisfactory to them both.

ARTICLE IV CREATION OF FUNDS AND ACCOUNTS

Section 4.1 Project Fund. There is hereby authorized to be created a fund for the purpose of depositing Bond proceeds for the purpose of paying the costs of the Project, repaying the Drinking Water State Revolving Fund Loans and paying costs of issuance (the “Project Fund”). The proceeds of sale of the Bonds, after funding of a reserve account, if such funding is approved by the Designated Representative, shall be paid into the Project Fund. The money in the Project Fund not immediately needed for the Project may be invested in such obligations as may be permitted cities of the State by law. All interest earned and/or income derived by virtue of any such investments shall remain in the Project Fund and be used for the purpose for which said Project Fund is created. Any money remaining in the Project Fund after the Drinking Water State Revolving Fund Loans have been repaid and all of costs of the Project have been paid shall be transferred to the Bond Fund and/or the applicable reserve account.

Section 4.2 Revenue Fund. There has been created by Section 4 of Ordinance No. 781 of the City a special fund of the City known as the “Water and Sewer Revenue Fund” (“Revenue Fund”), into which fund the City has obligated and bound itself to pay all of the Gross Revenue of the System as collected. The money in the Revenue Fund shall be accounted for separately from any and all other money of the City.

All Operation and Maintenance Costs, all payments required to be made into the Bond Fund and Reserve Account and all payments which may be required later to be made into any other

fund or account of the City or for any other proper purpose in connection with the operation and ownership of the System shall be paid out of the Revenue Fund.

Section 4.3 Bond Fund. There has been created by Section 5 of Ordinance No. 1036 of the City another special fund of the City known as the “Water-Sewer Revenue Bond Fund” (the “Bond Fund”), which fund shall be drawn upon for the sole purpose of paying the principal of, premium if any, and interest on the Parity Bonds.

The City hereby covenants to set aside and pay into the Bond Fund out of the Revenue Fund the amounts necessary, together with Assessment Income and such other funds as are on hand and available in the Bond Fund, to pay the principal of and interest on the Parity Bonds as the same respectively become due and payable.

Section 4.4 Reserve Account. A Reserve Account has heretofore been created in the Bond Fund by Ordinance No. 1036 for the purpose of securing the payment of the principal of and interest on Parity Bonds that are designated in the proceedings authorizing their issuance.

The Designated Representative may authorize the creation of a new reserve account and determine the reserve account requirement for that account to secure the Bonds, or may determine to have the Reserve Account created pursuant to Ordinance No. 1036 secure the Bonds. The Designated Representative may deposit into the Reserve Account or such other reserve account, proceeds of the Bonds, or other funds of the City, in an amount so that there will be on deposit in such reserve account a total amount at least equal to the reserve account requirement for such account as determined by the Designated Representative.

The City will at all times maintain the Reserve Account Requirement in the Reserve Account until there is a sufficient amount in the Bond Fund and Reserve Account to pay the principal of, premium if any and interest on all outstanding Parity Bonds secured by such account, at which time the money in the Reserve Account may be used to pay such principal, premium, if any, and interest. If a separate reserve account is created, the City will at all times maintain the reserve account requirement for such account until there is a sufficient amount in the Bond Fund and separate reserve account to pay the principal of, premium if any, and interest on the outstanding Parity Bonds secured by such separate reserve account, at which time the money in such account may be used to pay such principal, premium, if any, and interest.

In the event the Bonds are ever refunded or defeased, the money set aside in the Reserve Account or such other reserve account to secure the payment of the Bonds may be used to retire Bonds, may remain in the Reserve Account or such other reserve account, or may be transferred to any other reserve account which may be created to secure the payment of the bonds issued to refund the Bonds.

In the event the money in the Bond Fund over and above the amount therein set aside and credited to the Reserve Account and any other reserve account is insufficient to meet maturing installments of either principal of or interest on any outstanding Parity Bonds secured by such account, such deficiency shall be made up from the Reserve Account or other reserve account securing such outstanding Parity Bonds by the withdrawal of money therefrom. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up from

money in the Revenue Fund or from Assessment Income first available after making necessary provision for the payments required to be made into the Bond Fund.

All money in any reserve account or Bond Fund may be kept in cash or invested in such obligations as may now or hereafter be permitted cities and towns of the State by law and maturing not later than the last maturity of any Parity Bonds. Interest earned on or any profits made from the sale of any such investments shall be deposited in and become a part of the Bond Fund or Revenue Fund and shall be considered Gross Revenue of the System.

Any ordinance providing for the issuance of Parity Bonds may provide (or the City may provide by ordinance at any other time) for the City to obtain Qualified Insurance or a Qualified Letter of Credit for specific amounts required pursuant to this section to be paid out of the Reserve Account or other reserve account. The face amount of any such Qualified Insurance or Qualified Letter of Credit shall be credited against the amounts required to be maintained in the Reserve Account or other reserve account by this section to the extent that such payments and credits to be made are insured by an insurance company, or guaranteed by a letter of credit from a financial institution. Such Qualified Letter of Credit or Qualified Insurance shall not be cancelable on less than five years' notice. In the event of any cancellation, the Reserve Account or other reserve account shall be funded in accordance with the provisions of this section providing for payment to such reserve account in the event of a deficiency therein.

The ordinance authorizing Future Parity Bonds may establish a separate reserve account and set the reserve account requirement for any such Future Parity Bonds or provide that some or all of such Future Parity Bonds be secured by a common reserve account.

Section 4.5 Rate Stabilization Account. A special account of the City to be designated the "Water and Sewer Rate Stabilization Account" (the "Rate Stabilization Account") may be created within the Revenue Fund, at the discretion of the Finance Director, to cope with future increases in revenue requirements of the System. The City may from time to time appropriate or budget amounts in the Revenue Fund for deposit in the Rate Stabilization Account and may from time to time withdraw amounts therefrom to prevent or mitigate water and sewer rate increases or for other lawful purposes of the City related to the System. Amounts withdrawn from the Rate Stabilization Account shall increase Gross Revenue for the period for which they are withdrawn, and amounts deposited in the Rate Stabilization Account shall reduce Gross Revenue for the period for which they are deposited. Credits to or from the Rate Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year. Earnings on the Rate Stabilization Account shall be credited to the Revenue Fund.

Section 4.6 Adequacy of Revenue. The City Council hereby declares that, in fixing the amounts to be paid into the Bond Fund and the Reserve Account or such other reserve account as provided above, it has exercised due regard for the necessary Operation and Maintenance Costs of the System and the amounts necessary to pay the principal of and interest on the Outstanding Parity Bonds, and has not obligated the City to set aside and pay into the Bond Fund and Reserve Account or such other reserve account, if created, a greater amount of revenue of the System and Assessment Income than in its judgment will be available over and above such Operation and Maintenance Costs and the amounts necessary to pay such principal and interest.

Section 4.7 Contract Resource Obligations. The City may at any time enter into one or more contracts or other obligations for the acquisition, from facilities to be constructed, of water or sewer supply, transmission, or service relating to the System. The City may determine that such contract or other obligation is a Contract Resource Obligation, and may provide that all payments under that Contract Resource Obligation (including payments prior to the time that supply, transmission, or service is being provided, or during a suspension or after termination of supply or service) shall be Operation and Maintenance Costs if the following requirements are met at the time such Contract Resource Obligation is entered into:

(a) No event of default has occurred and is continuing.

(b) There shall be on file a certificate of a Professional Utility Consultant or an independent certified public accountant, stating that: (i) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the supply, transmission, treatment, or other service rendered; (ii) the source of any new supply, and any facilities to be constructed to provide the supply, transmission, treatment, or other service, are sound from a water or other commodity supply or transmission planning standpoint, are technically and economically feasible in accordance with prudent utility practice, and are likely to provide supply or transmission or other service no later than a date set forth in the Professional Utility Consultant's, or independent certified public accountant's, certification; and (iii) the Net Revenue (further adjusted by the Professional Utility Consultant's, or independent certified public accountant's, estimate of the payments to be made in accordance with the Contract Resource Obligation) for the five fiscal years following the year in which the Contract Resource Obligation is incurred, as such Net Revenue is estimated by the Professional Utility Consultant, or independent certified public accountant (with such estimate based on such factors as he or she considers reasonable), will be at least equal to the rate coverage requirement set forth in Section 5.2(a) of this ordinance.

Payments required to be made under Contract Resource Obligations shall not be subject to acceleration.

Nothing in this section shall be deemed to prevent the City from entering into other agreements for the acquisition of water supply, transmission, treatment, or other commodity or service from existing facilities and from treating those payments as Operation and Maintenance Costs of the System. Nothing in this section shall be deemed to prevent the City from entering into other agreements for the acquisition of water supply, transmission, treatment, or other commodity or service from facilities to be constructed and from agreeing to make payments with respect thereto, such payments constituting a lien and charge on Net Revenue subordinate to that of Parity Bonds.

ARTICLE V COVENANTS

Section 5.1 Pledge; Lien Position of Bondowners. The Net Revenue of the System, Assessment Income, and money in the Bond Fund are hereby pledged to the repayment of the Parity Bonds. The amounts so pledged to be paid by this ordinance out of the Net Revenue of the System and Assessment Income into the Bond Fund are hereby declared to be a prior lien and charge upon the Gross Revenue of the System superior to all other charges of any kind or nature

except for the Operation and Maintenance Costs of the System, except that amounts so pledged are equal in rank to the lien and charge thereon heretofore made to pay and secure the payment of the principal of and interest on the Outstanding Parity Bonds and which may hereafter be made to pay and secure the payment of the principal of and interest on any Future Parity Bonds.

Section 5.2 General Covenants. The City hereby covenants and agrees with the owner and holder of each of the Bonds for so long as the same remain outstanding as follows:

(a) The City covenants that it will establish, maintain and collect rates and charges for water and sanitary sewage collection and disposal service in an amount to provide Net Revenue together with Assessment Income in amounts necessary to at least equal the Coverage Requirement. For the purpose of meeting the requirement of this paragraph there may be added to Net Revenue for any calendar year any amount withdrawn from the Rate Stabilization Account and credited to Gross Revenue as provided in Section 4.5 of this ordinance. There shall be subtracted from Net Revenue for any calendar year any amounts in such year withdrawn from the Revenue Fund and deposited into the Rate Stabilization Account in such calendar year.

The failure to collect Gross Revenue in any fiscal year sufficient to comply with the covenant contained in this subsection shall not constitute an event of default if the City, before the 90th day of the following fiscal year, both (1) employs a Professional Utility Consultant to recommend changes in the City's rates which are estimated to produce Gross Revenue sufficient (once the rates recommended by the Professional Utility Consultant have been imposed by the City) to meet the requirements of this subsection; and (2) imposes rates at least as high as those recommended by such professional utility consultant at the time or times so recommended.

(b) The City shall determine by March 1 of each year all Assessments which have become delinquent during the preceding calendar year and bring the necessary actions of foreclosure upon the property against which such Assessments were levied by June 1 of such year or, if later, the earliest date permitted by law. The City shall promptly take action to enforce the payment of delinquent service charges by such means as are legally available.

(c) The City will at all times maintain and keep the System in good repair, working order and condition and will also at all times operate the same and the business in connection therewith in an efficient manner and at a reasonable cost.

(d) The City will not sell or otherwise dispose of any of the properties of the System (unless such properties are no longer useful for the operation of such System), unless provision is made for payment into the Bond Fund of a sum sufficient, together with other money available therefor, to pay the principal of and interest on all of the outstanding Parity Bonds in accordance with their terms. The City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or disposition provision is made for payment into the Bond Fund of cash or Government Obligations (as now or hereafter defined in chapter 39.53 RCW) sufficient to pay the principal of and interest on all then outstanding Parity Bonds in accordance with the terms thereof nor will it sell or otherwise dispose of any part of the useful operating properties of the System in excess of 5% of the net utility plant of the System unless provision is made for payment into the Bond Fund of an amount which shall be in at least the same proportion to the net amount of Parity Bonds outstanding (defined as the total amount of such Parity Bonds

less the amount of cash and investments in the Bond Fund and accounts therein) that the Net Revenue from the portion of the System sold or disposed of for the preceding fiscal year bears to the Net Revenue of the System for the same period.

(e) It will not issue any Future Parity Bonds except that it reserves the right for:

(i) The purpose of acquiring, constructing and installing additions to and betterments and extensions of, acquiring necessary equipment for, or making necessary repairs or capital improvements to or replacements of equipment of, the System; or

(ii) The purpose of refunding, exchanging with or purchasing and retiring prior to their maturity the outstanding revenue bonds or warrants of the City, to issue Future Parity Bonds and to pledge that payments shall be made out of the Revenue Fund and Assessment Income into the Bond Fund and Reserve Account or other reserve account to pay and secure the payment of the principal of and interest on such Future Parity Bonds on a parity with the payments required to be made out of the Revenue Fund and from Assessment Income into the Bond Fund and the reserve account therein to pay and secure the payment of the principal of and interest on the outstanding Parity Bonds upon compliance with the following conditions:

First: That at the time of the issuance of such Future Parity Bonds there is no deficiency in the Bond Fund and any reserve account therein.

Second: That if there are Assessments levied in any ULID in which additions and improvements to and extensions of the System will be constructed from the proceeds of such Future Parity Bonds, the ordinance authorizing such Future Parity Bonds requires that such Assessments shall be paid into the Bond Fund.

Third: That if there are Assessments pledged to be paid into a warrant or bond redemption fund for revenue bonds or warrants being refunded by Future Parity Bonds, the ordinance authorizing the Future Parity Bonds requires such Assessments shall be paid into the Bond Fund.

Fourth: That the City will covenant in each ordinance authorizing the issuance of Future Parity Bonds that it will establish, maintain and collect rates and charges for water and sanitary sewage collection and disposal service for as long as the Bonds and any Parity Bonds are outstanding in an amount, together with Assessment Income, to at least equal the Coverage Requirement.

Fifth: That the ordinance providing for the issuance of any such Future Parity Bonds shall provide for the payment of the principal thereof and interest thereon out of the Bond Fund and that it will pay into the Reserve Account or such other reserve account out of the Gross Revenue of the System (or, at the option of the City, out of Assessment Income or any other funds legally available for such purpose) not less than approximately equal additional annual future payments so that by five years from the date of such Future Parity Bonds there will have been paid into the Reserve Account or such other reserve account an amount which, with the money already on deposit therein, will be equal to the Maximum Annual Debt Service, the Reserve Account Requirement or such other reserve account requirement, as applicable.

Sixth: That at the time of the issuance of such Future Parity Bonds the City shall have on file in the office of the Finance Director (A) a certificate executed by a Professional Utility Consultant licensed to practice in the State and experienced in the installation and operation of municipal utilities or a certified public accountant, or (B) a certificate signed by the Finance Director.

The certificate of the Professional Utility Consultant or a certified public accountant, shall set forth that the net revenue of the System for a period of any 12 months out of the 24 months immediately preceding the month of delivery of such Future Parity Bonds, plus his or her estimate of the annual net revenue to be derived by the City from the operation of any additions to and betterments and extensions of the System to be acquired, constructed and installed out of the proceeds of the sale of such Future Parity Bonds (the "Adjusted Net Revenue"), will equal at least the Coverage Requirement.

The words "net revenue" as first used in subparagraph Sixth above shall mean the Gross Revenue of the System for the 12 month period after deducting therefrom the amount expended for the normal Operation and Maintenance Costs of the System for such 12 months, but before depreciation and before any transfer of moneys to any funds of the City other than the Bond Fund, and taxes or payments in lieu of taxes to the City. If there were any customers added to the System during such 12 month period, such net revenue may be computed on the basis that such customers were customers of the System during such period.

The words "annual net revenue" as first used in subparagraph Sixth above shall mean such Professional Utility Consultant's or such certified public accountant's estimate of the annual Gross Revenue to be derived by the City from the operation of the additions to and betterments and extensions of the System acquired, constructed and installed out of the proceeds of the sale of such additional bonds, based upon an actual count of customers, less his or her estimate of any increased annual normal operating and maintenance expenses of the System allocable to such additions, improvements and extensions.

Whenever "net revenue" or "annual net revenue" has been determined as provided in this subsection, the same shall be increased or decreased on a pro forma basis in the event that there has been any change in the rates or charges upon which such "net revenue" or "annual net revenue" was based authorized by the City Council to be effective at least fifteen days prior to the sale of such Future Parity Bonds.

The certificate of the Finance Director that shall set forth:

(i) the amount of the Net Revenues (based on the City's annual audited or preliminary financial statements) for any 12 consecutive months of the 24 months prior to the date of the issuance of such Future Parity Bonds;

(ii) the amount of the Maximum Annual Debt Service thereafter on account of all Parity Bonds then outstanding and the Future Parity Bonds then to be issued hereunder; and

(iii) the percentage derived by dividing the amount shown in (i) above by the amount shown in (ii) above, and shall state that such percentage is not less than the Coverage Requirement.

In the event that such Future Parity Bonds are issued for the sole purpose of refunding a like principal amount of Parity Bonds, and the average annual amount required for debt service during the life of said Future Parity Bonds to be issued is less than the average annual amount required for debt service on the bonds being refunded and the last maturity date of such Future Parity Bonds to be issued is not later than the last maturity date of the bonds being refunded, then the certificate required above need not be obtained to permit the issuance of such Future Parity Bonds.

(f) Nothing herein contained shall prevent the City from issuing revenue bonds or revenue warrants which are a charge upon the money in the Revenue Fund junior or inferior to the payments required to be made to pay and secure the payment of the principal of and interest on the outstanding Parity Bonds or from issuing revenue bonds to refund maturing revenue bonds for the payment of which moneys are not otherwise available.

Section 5.3 Preservation of Tax Exemption for Interest on Bonds. The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

Section 5.4 Post-Issuance Compliance. The Finance Director is authorized and directed to review and revise the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

Section 5.5 Designation of Bonds as "Qualified Tax-Exempt Obligations." A Series of Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

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

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

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

ARTICLE VI
FORM OF BOND

Section 6.1 Bond Form. The Bonds shall be in substantially the following form:

NO. _____ \$ _____

UNITED STATES OF AMERICA

STATE OF WASHINGTON

CITY OF CAMAS

WATER AND SEWER REVENUE BOND, 2019

INTEREST RATE: _____ MATURITY DATE: _____ CUSIP NO. _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Camas, Washington (the “City”), for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from _____, 2019, or the most recent date to which interest has been paid or duly provided for until payment of this Bond at the Interest Rate set forth above, payable on _____, 20__, and semiannually thereafter on the first days of each [June and December]. The principal of and interest on this bond are payable solely out of the special fund of the City known as the “Water-Sewer Revenue Bond Fund” (“Bond Fund”). Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company (“DTC”) referred to in the Blanket Issuer Letter of Representations from the City to DTC. In the event that the bonds of this issue are no longer held in fully immobilized form, interest on this bond shall be paid by check or draft mailed to the Registered Owner at the address appearing on the Bond Register on the 15th day of the month preceding the interest payment date, and principal of this bond shall be payable upon presentation and surrender of this bond by the Registered Owner at the principal office at the principal office of the fiscal agent of the State of Washington (the “Bond Registrar”); provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of bonds, interest will be paid by wire transfer on the date due to an account with a bank located within the United States.

This bond is one of a series of bonds issued under authority of Ordinance No. 19-003 adopted by the City Council on February 19, 2019 (the “Bond Ordinance”), for the purpose of

financing certain improvements to the water and sewerage system, repaying certain outstanding Drinking Water State Revolving Fund loans, [funding a reserve account] and paying costs of issuing the Bonds.

Under the Bond Ordinance, the City is obligated to set aside and pay into the Bond Fund out of the Gross Revenue of its water and sewer system, including all additions to and betterments and extensions thereof, certain fixed amounts sufficient to pay the principal of and interest on all the bonds issued under the Bond Ordinance at any time outstanding as the same shall become due and payable, all as more fully provided in the Bond Ordinance. The bonds of this issue and other Outstanding Parity Bonds, as defined in the Bond Ordinance, constitute the only charge against such Bond Fund.

The amounts so pledged and to be paid into the Bond Fund and the Reserve Account therein for the purpose of paying and securing the principal of and interest on the bonds, the outstanding Water and Sewer Revenue and Refunding Bonds, 2015, and any water and sewer revenue bonds which may hereafter be issued on a parity of lien with the bonds, are hereby declared to be a prior lien and charge upon such gross revenue superior to all other charges of any kind or nature except the Operation and Maintenance Costs of the water and sewer system of the City.

The pledge of gross revenue and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the bonds of this issue upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This Bond is one of a total issue of \$_____ par value of the Bonds, all of like date and tenor, except as to maturity, redemption provisions and interest rates, all payable from the Bond Fund and all issued by the City under and pursuant to the laws of the State of Washington and the Bond Ordinance for the purpose of providing funds to pay the cost of certain capital improvements to the water and sewer system of the City as specified in the Bond Ordinance.

The Bonds are subject to redemption as provided in the Bond Ordinance.

The Bonds have [not] been designated as “qualified tax-exempt obligations” for purposes of Section 265(b) of the Internal Revenue Code of 1986.

The City hereby covenants and agrees with the owners of the Bonds to carry out fully all covenants and meet all obligations of the City as set forth herein and in the Bond Ordinance, and reference is hereby made to the Bond Ordinance for a complete statement of such covenants.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication set forth hereon has been manually signed by the Bond Registrar.

This Bond is interchangeable for Bonds of any Authorized Denomination of an equal aggregate principal amount, and of the same interest rate and maturity. This Bond is transferable only upon the registry books of the Bond Registrar by surrender of this certificate to the Bond Registrar, duly assigned and executed as indicated below. Such exchange or transfer shall be without cost to the owner or transferee. The City may deem the person in whose name this Bond is registered to be the absolute owner thereof for the purpose of receiving payment of the principal

of and interest on such Bond and for any and all other purposes whatsoever. The Bond Registrar shall not be obligated to transfer or exchange this Bond during the fifteen days preceding any interest payment date or the date on which notice of redemption of such Bond is to be given nor after such notice has been given.

It is hereby certified and declared that the Bonds are issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and the ordinances of the City and that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have happened, have been done and have been performed as required by law.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be impressed or a facsimile thereof imprinted hereon this ____ day of _____, 2019.

CITY OF CAMAS, WASHINGTON

By: _____
/s/
Mayor

ATTEST:

/s/
City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This is one of the City of Camas, Washington, Water and Sewer Revenue Bonds, 2019, dated _____, 2019, described in the Bond Ordinance.

WASHINGTON STATE FISCAL AGENT
Bond Registrar

By: _____
Authorized Officer

ARTICLE VII
SUPPLEMENTAL ORDINANCES

Section 7.1 Supplemental Ordinances Without Consent of Bond Owners. The City Council from time to time and at any time may adopt an ordinance supplemental hereto, which ordinance thereafter shall become a part of this ordinance, for any one or more or all of the following purposes:

(a) To add to the covenants and agreements of the City in this ordinance other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City.

(b) To make such provisions for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained in this ordinance or in regard to matters or questions arising under this ordinance as the City Council may deem necessary or desirable and not inconsistent with this ordinance and which shall not adversely affect the interests of the Registered Owners of the Bonds.

Any such supplemental ordinance of the City Council may be adopted without the consent of the Registered Owners of any of the Bonds at any time outstanding, notwithstanding any of the provisions of Section 7.2 of this Article VII.

Section 7.2 Supplemental Ordinance With Consent of Bond Owners. With the consent of the Registered Owners of not less than two-thirds in aggregate principal amount of the Parity Bonds at the time outstanding, the City Council may adopt an ordinance supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(a) Extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the holder of each Bond so affected; or

(b) Reduce the aforesaid percentage of holders of Bonds required to approve any such supplemental ordinance without the consent of the holders of all of the Bonds then outstanding.

It shall not be necessary for the consent of the Registered Owners under this Section 7.2 to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

Section 7.3 Effect of Supplemental Ordinance. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Article VII, this ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this ordinance and of all Registered Owners of Bonds outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this ordinance for any and all purposes.

Bonds executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Article VII may bear a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds so modified as to conform, in the opinion of the Council, to any modification of this ordinance contained in any such supplemental ordinance, may be prepared by the City and delivered without

cost to the holders of the Bonds then outstanding, upon surrender for cancellation of such bonds, if any, not fully paid, in equal aggregate principal amounts.

ARTICLE VIII ONGOING DISCLOSURE

Section 8.1 Undertaking to Provide Ongoing Disclosure. To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written undertaking (the “Undertaking”) for the benefit of holders of the Bonds:

(a) *Undertaking to Provide Annual Financial Information and Notice of Listed Events.* The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);

(ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (A) principal and interest payment delinquencies; (B) non-payment related defaults, if material; (C) unscheduled draws on debt service reserves reflecting financial difficulties; (D) unscheduled draws on credit enhancements reflecting financial difficulties; (E) substitution of credit or liquidity providers, or their failure to perform; (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (G) modifications to rights of holders of the Bonds, if material; (H) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (I) defeasances; (J) release, substitution, or sale of property securing repayment of the Bonds, if material; (K) rating changes; (L) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (N) appointment of a successor or additional trustee or the change of name of a trustee, if material; (O) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and (P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties. The term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

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

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

(i) Shall consist of (A) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (B) principal amount of Parity Bonds outstanding; (C) debt service coverage for Parity Bonds; and (D) number of customers of the System; and

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2018; and

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

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

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

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

(f) *Remedy for Failure to Comply with Undertaking.* As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute an event of default under this ordinance.

The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

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

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

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

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

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

(v) Effecting any necessary amendment of this undertaking.

ARTICLE IX SALE OF BONDS, APPROVAL OF OFFICIAL STATEMENT, DEFEASANCE, MISCELLANEOUS

Section 9.1 Sale of the Bonds; Delivery of Bonds. The City Council has determined that it is in the best interest of the City to delegate to the Finance Director, or the City Administrator in her absence (each a “Designated Representative”), the authority to approve the Final Terms of each Series of Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the following parameters:

(a) The Bonds may be issued in one or more Series, and the aggregate principal amount of the Bonds does not exceed \$25,000,000;

(b) One or more rates of interest may be fixed for the Bonds, and no rate of interest for any maturity of the Bonds may exceed 6.00%;

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

(d) The aggregate purchase price for each Series of the Bonds shall not be less than 95% or more than 125% of the aggregate stated principal amount of the Bonds;

(e) The Bonds shall be issued subject to optional and mandatory redemption provisions, including designation of Term Bonds, if any;

(f) The Bonds shall be dated as of the date of their delivery, which date and time for the issuance and delivery of the Bonds is not later than December 31, 2019;

(g) Interest shall be payable at fixed rates semiannually, principal shall be payable annually and the final maturity shall not be later than December 1, 2047; and

In determining the number of series, the series designation and other Final Terms of each Series of the Bonds, the Designated Representative, in consultation with other City officials and staff and advisors, shall take into account those factors that, in her/his judgment, will result in the lowest true interest cost on the Bonds to their maturity, including, but not limited to current financial market conditions and current interest rates for obligations comparable to the Bonds.

The Bonds shall be sold by negotiated sale to the Purchaser. Subject to the terms and conditions set forth in this Section 9.1, the Designated Representative is hereby authorized to execute the Bond Purchase Agreement on behalf of the City upon her/his determination that the conditions of this Section 9.1 have been met.

Section 9.2 Preparation, Execution and Delivery of the Bonds. The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 9.3 Preliminary Official Statement Deemed Final. The Designated Representative shall review and, if acceptable to her or him, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

Section 9.4 Approval of Final Official Statement. The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

Section 9.5 Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their

maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

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

Section 9.6 General Authorization and Ratification. The Mayor, City Administrator, Finance Director and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 9.7 Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 9.8 Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Camas, Washington, at an open public meeting thereof, this 19th day of February, 2019.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

CERTIFICATION

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

1. The attached copy of Ordinance No. 19-003 (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on February 19, 2019, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication of a summary of the Ordinance in the City’s official newspaper, which publication date is February __, 2019.

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

Dated: February 19, 2019.

CITY OF CAMAS, WASHINGTON

City Clerk